

2023 IATA Air Cargo Innovation Awards Terms & Conditions

VOID WHERE PROHIBITED.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

GENERAL INFORMATION

- Information on how to enter the IATA Air Cargo Innovation Awards (the "Competition") and the prize details form part of these terms and conditions of entry ("Terms and Conditions"). Entry into the Competition is deemed acceptance of these Terms and Conditions. Entrants not in accordance with these Terms and Conditions are deemed ineligible.
- 2. The Sponsor of the Competition is the International Air Transport Association ("IATA" or the "Sponsor"), having its Head Office at 800 Place Victoria, Montreal, Quebec, Canada H4Z 1M1 and its Executive Offices at 33, route de l'Aéroport, P.O. Box 416 CH-1215 Geneva 15 Airport, Switzerland.
- 3. In addition to the specific requirements set out in these Terms and Conditions, the Competition is comprised of two parts:
 - a. the Initial Application Process (see part A below); and
 - b. the Competition (see part B below).

Entrants must comply with each part of the Competition and the Terms and Conditions in order to be eligible to receive any of the prizes referred to in the Terms and Conditions.

4. The Competition is an exclusively skill-based competition without any element of chance.

PART A

Eligibility of Entry and the Initial Registration Process

5. Entry is open only to individuals or teams ("**Entrants**") who submit an application between 09:00 am (UTC) on Tuesday 3 January 2023 to 23:59 pm (UTC) on Tuesday



28 February 2023 (the "**Registration Period**") and whom, at the time of entry, are eighteen (18) years of age or older. Eligibility is limited to the participation of those who haven't already launched their solution commercially on the market or solutions that are commercially launched on the market but at very early stages.

- 6. Entrants may enter the Competition either:
 - a. individually; or
 - b. as members of a team (with unlimited individuals in each team).
- 7. Entrants can compete in either of the two (2) following categories depending on the company type:

a. Start-ups and Innovators

A "start-up" is an entrepreneurial venture which is typically a newly emerged, fast-growing, and small business that aims to meet a marketplace need by developing or offering an innovative product, process, service, or solution.

Innovators are individuals or small companies. For this competition, a "small business" is a licensed corporation with less than 25 staff members and annual revenue of less than 5 million per year.

b. Corporate Participants

Entrants that do not meet the Start-ups and Innovators criteria can submit their ideas as a Corporate Participant. Entry to this category is open to a single company, a group of companies, organizations, or teams.

- 8. To enter the Competition, Entrants must register their interest in the Competition during the Registration Period by:
 - a. Providing their personal details at www.iata.org/cargo-innovation-awards (the "Competition Website");
 - b. Completing and submitting an online form at the Competition Website; and
 - c. Attaching proposals to address one of the topics of the Competition.
- 9. Entrants are responsible for ensuring that their contact details submitted to IATA are correct. Entrants may forfeit their right to claim prizes in the event that their contact details are inaccurate or incomplete.
- 10. Entrants must have a valid passport (and valid visa, if applicable) for travel to the Final Round during the 2023 World Cargo Symposium ("2023 WCS") in Istanbul, Türkiye, which will take place from 25 April 2023 to 27 April 2023. If an Entrant is shortlisted as



a finalist, he/she cannot present his/her proposal unless he/she has a valid passport (and valid visa if applicable). It is the responsibility of each Entrant and, where the Entrant is a team, of the representative of the Entrant, to ensure that he/she is able to travel to the location of the 2023 WCS for the final round presentation. Please note that from the date that the shortlisted finalists are announced, Entrants will have at least thirty (30) days to organize a passport/visa if required.

Data Protection

- 11. IATA is committed to protecting and respecting Entrants' privacy and will only use personal information in accordance with these Terms and Conditions and IATA's Privacy Policy which is available at https://www.iata.org/en/privacy/.
- 12. By entering, Entrants agree that any personal information provided may be held and used by IATA or its agents and suppliers for the purposes of the Competition.

Entry into the competition

- 13. To enter into the Competition, Entrants must lodge their submission using the template provided on the Competition Website and indicate the category in which they wish to compete. Submissions not using the template may not be accepted.
- 14. The submitted innovative proposal (concepts, prototypes, or newly developed products) must address at least one of the following objectives:

Enrich customer experience	Improve competitiveness
Increase quality	Optimize costs
Provide better visibility	Improve capacity utilization
Simplify processes	Increase revenue
Modernize systems	Support business development

15. In addition, the submitted proposal must help to achieve at least one of the air cargo industry priorities:

Fostering safety and security in air cargo

Speed up industry digitalization

Address sustainability challenges



PART B

Selection process

- 16. Startups & Innovators Category
 - a. A panel of independent judges (the "Jury") will be asked to evaluate the entries received and shortlist three (3) finalists.
 - b. The shortlisted finalists will be invited to pitch their business idea in a final round presentation at 2023 WCS. The finalists will be announced on the Competition Website (www.iata.org/cargo-innovation-awards).
 - c. The winning entry will then be selected by the 2023 WCS delegates through Community Voting and announced during the 2023 WCS Closing Plenary session.
- 17. Corporate Participants Category
 - a. The Jury will be asked to evaluate the entries received and choose one (1) winner.
 - b. The winner will be invited to present their business idea at the 2023 WCS. The winner will be announced on the Competition Website.

Selection criteria

18. The Jury will be asked to evaluate the entries received based on their potential to become the basis of a viable new venture. It will focus on the idea, its coherence to the objectives, its potential for value creation, the proposal's innovativeness, and its contribution to air cargo sustainability. The Jury will evaluate all entries submitted that best meet the scope.

Submissions will be judged on:

- Eligibility of the application;
- Completeness of business idea;
- Robustness of business idea;
- Development and implementation strategy;
- Innovativeness of the idea;
- Contribution to industry sustainability.

Prizes and presentation

- 19. Startups & Innovators Category
 - a. The following shall be awarded to the Startups & Innovators Category:



- An entry pass to 2023 WCS will be free for one (1) individual for every Entrant that is shortlisted as a finalist. In other words, where an Entrant is a team, additional members of the team will have to pay for their own entry pass.
- IATA will cover travel (in Economy class) and accommodation for two (2) nights for one (1) individual for every Entrant that is shortlisted as a finalist.
 In other words, where an Entrant is a team, additional members of the team will have to ensure and pay for their own travel and accommodation if they wish to also attend.
 - Flight tickets and hotel reservations will be issued by IATA. Travel would begin and finish in the city and country of residence of the winners. Proof of residence and details required to make the bookings must be provided to the Organizer upon request. Travelers would be responsible for issuing and paying for their own visas or other immigration requirements and expenses as needed.
- Each shortlisted finalist will be given a 10-minute presentation slot at the 2023 WCS to present their respective business idea.
- The total prize money is USD 20,000: the winner of the best idea will be awarded USD 15,000 and the two runner-ups will be awarded USD 2,500 each.
- b. Winners are responsible for any federal, state, and local tax consequences and for compliance with all governmental reporting and payment requirements
- c. Money prizes will be processed within 15 weeks after the 2023 WCS.
- d. In addition to the prize money (USD 20,000 in total) for the three best business ideas, the Competition offers the following:
 - Expertise: IATA Air Cargo Innovation Awards provides access to experienced industry subject-matter experts.
 - Networking: IATA Air Cargo Innovation Awards offers the opportunity to connect with other entrepreneurs, venture capitalists, and management from airlines and other aviation industry organizations.
 - Recognition: The winner of the Startups & Innovators Category of the IATA Air Cargo Innovation Awards shall receive the relevant monetary prize as described above and a trophy and will be allowed to use the "2023 IATA Air Cargo Innovation Awards Winner Startups and Innovators" logo for up to two (2) years after the end of the Competition. The two runner-ups will be allowed to use the "2023 IATA Air Cargo Innovation Awards Finalist Startups and Innovators" logo for up to two (2) years after the end of the Competition.



20. Corporate Participants Category

- a. The following shall be awarded to the Corporate Participants Category:
 - Entry pass to 2023 WCS will be free for one (1) individual for the Entrant selected as a winner. In other words, where an Entrant is a team, additional members of the team will have to pay for their own entry pass.
 - The winner will be given a 10-minute presentation slot at the 2023 WCS to present their respective business idea.
- b. In addition, for the winner of the Corporate Participants Category, the Competition offers the following:
 - Expertise: IATA Air Cargo Innovation Awards provides access to experienced industry subject-matter experts.
 - Networking: IATA Air Cargo Innovation Awards offers the opportunity to connect with other entrepreneurs, venture capitalists, and management from airlines and other aviation industry organizations.
 - Recognition: The winner of the Corporate Participants Category of the IATA Air Cargo Innovation Awards shall receive a trophy and will be allowed to use the "2023 IATA Air Cargo Innovation Awards Winner - Corporate" logo for up to two (2) years after the end of the Competition.

General

- 21. IATA reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with the Terms and Conditions. IATA will not accept any late or misdirected entries.
- 22. The Entrants retain all right, title and interest to the proposal, including all accompanying documentation (together, the "Submission"), submitted to the Sponsor in the context of this Competition. For further clarity, the Sponsor does not own the Submission. Each Entrant, however, allows the Sponsor and the Jury to reproduce and distribute the Submission among the relevant members of the Jury, for the sole purpose of reviewing the Submission and designation of the Competition finalists and eventual winners. The Sponsor shall not otherwise disclose or distribute the Submission, and shall not appropriate or use in any manner the business and other ideas, or content found in the Submission. The Jury shall be subject to the



same standards of confidentiality and will be limited in their ability to use, disclose or reproduce the Submission as set out above.

- 23. By entering this Competition, Entrants represent and warrant that the Submission is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If the entry infringes upon the intellectual property right of another, the Entrant(s) will be disqualified at the sole discretion of IATA. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Entrant(s) shall defend or settle against such claims at its expense. The Entrant(s) shall indemnify, defend, and hold harmless IATA from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which IATA may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 24. In the event the Entrant is selected as a winner or finalist and presents at the 2023 WCS, the Entrant acknowledges that it is a public presentation and neither the Sponsor nor the Jury has any control over, and will not be liable for, any use or illegal appropriation of the ideas and content expressed in the presentation, by third parties that may be in attendance. In that context, each finalist acknowledges that they are fully responsible for the format and content of their presentation.
- 25. IATA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and its awards or to award less than the stated prize items. However, provided that there are at least three Entrants in each of the categories, all prizes will be awarded. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability, and IATA reserves the right to substitute any prize with another of equivalent value without giving notice.
- 26. IATA's decision in relation to any and all aspects of the Competition is final and binding on every person who enters and no correspondence will be entered into.
- 27. Disqualification of any individual whom IATA has reason to believe has breached any of the Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition, is at IATA's sole discretion.
- 28. IATA is not responsible for any problems or technical malfunction of any telephone network or lines, computer or online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, delay or error in postal service or any combination thereof, including but not limited to any injury or damage to eligible Entrants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Competition. IATA is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilized in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration



- of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.
- 29. If for any reason this Competition is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, international sanctions preventing the attendance of an Entrant, or any other causes beyond the control of IATA which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, IATA reserves the right, subject to any written directions given under applicable law, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition. IATA reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
- 30. In the event of war, terrorism, natural disaster or any other state of emergency, IATA reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the Competition.
- 31. This Competition is subject to all applicable U.S. federal, state and local laws.
- 32. LIMITATION OF LIABILITY: IATA, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, ANY INTERNET OR ON-LINE ACCESS PROVIDERS OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND AGENTS SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS BY ANY AND ALL ENTRANTS FOR ANY DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTERING THE COMPETITION, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR WHILE PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. Any and all claims, judgments and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Competition, but in no event, attorney's fees. IATA and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by the IATA, users or by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Competition.
- 33. The Entrants agree to the use of their name and image in any publicity material, including without limitation the Competition Website. By entering in this Competition, the Entrants understand and agree that IATA shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, the entry, name, portrait, picture, voice, likeness, image, statements about the Competition Website, and biographical information for news, publicity, information,



trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

- 34. This Competition will be governed by the laws of the State of New York, United States. As a condition of participating in this Competition, Entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Competition, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the City of New York having jurisdiction.
- 35. The winners will be announced at the Closing Plenary of the 2023 WCS (27 April 2023), and all finalists and winners will be announced on the Competition Website.