

DRONES Innovation Weekend

Terms & Conditions

1. GENERAL INFORMATION

Information on how to enter the IATA Drones Innovation Weekend and the prize details form part of these terms and conditions of entry ("**Terms and Conditions**"). Entry into the Competition is deemed to constitute acceptance of these Terms and Conditions. Entries not in accordance with these Terms and Conditions are deemed ineligible.

The Competition is organized by the International Air Transport Association ("**IATA**" or the "**Organizer**"), having its Head Office at 800 Place Victoria, Montreal, Quebec, Canada H4Z 1M1 and its Executive Office at 33, route de l'Aéroport, P.O. Box 416 CH-1215 Geneva 15 Airport, Switzerland.

2. DEFINITIONS

The following terms shall have the following meaning in the present Terms and Conditions:

"**Challenge**" means any of the challenges available which a Participant may select to participate in the Competition.

"**Competition**" means the developer event called the "IATA Drones Innovation Weekend" organized by IATA, starting on 30 March 2019 and ending on 31 March, 2019, in Barcelona, Spain.

"**Competition IP**" has the meaning given thereto in Section 10 of these Terms and Conditions.

"**Innovation Weekend**" refers to the final phase that will take place during the Competition and during which Participants (as defined below) will create innovative solutions related to the Competition Scenario (as defined below) with the goal to best meet the Competition criteria established below.

"**Ideation Phase**" means the phase during which the Participants begin to provide ideas, which need to be reviewed, commented and steered by the applicable deadline.

"**Jury**" has the meaning given thereto in Section 7 of these Terms and Conditions.

"**Organizer Materials**" has the meaning given thereto in Section 10 of these Terms and Conditions.

"**Mentor(s)**" has the meaning given thereto in Section 3 of these Terms and Conditions.

"**Participant(s)**" means any individual(s) or company(ies) that is(are) registered to participate in the Competition.

"**Partners**" means the companies selected by the Organizer that will contribute to the Competition by providing, for instance, mentoring services, products, etc. to the Participants.

"**Solution(s)**" means innovative solution(s) created by a Participant during the Competition.

"**Team**" has the meaning given thereto in Section 4 of these Terms and Conditions.

3. THE COMPETITION

The Competition will take place in two (2) different phases:

First phase - Ideation: The first phase, starting on 15 March 2019, will permit Participants to submit and discuss ideas using an online tool made available by the Organizer in relation to

the Challenges of the Innovation Weekend with a panel of industry experts, including certain of Organizer's employees ("**Mentors**"). The goal is to allow Participants to adjust ideas they want to develop during the Innovation Weekend by receiving feedback from Mentors. Upon completing their registration, Participants will be sent an email with the Challenge details, supporting documents and information, and access to the online tool for the Ideation Phase. The participants will be invited to join an online meeting for the start of the Ideation Phase on 15 March 2019.

Second phase – Innovation Weekend: The second phase, which will be held 30-31 March 2019 in Barcelona, Spain, will permit Participants to further develop, discuss, and pitch their ideas and solutions conceived during the Ideation phase. There will be on-site Mentors to help the Participants with the development of their final solution. Where applicable, the Participants will be given the opportunity to test their solution at an off-site location. On Sunday, 31 March 2019, the Jury will assess the Participants' Solutions and will award prizes in accordance with the provisions contained herein. A detailed schedule of the Innovation Weekend will be available on the event webpage.

Access to all Competition phases is free of charge.

The Competition shall offer three (3) different Challenges. To participate in the Competition, each Participant must select one (1) Challenge and complete that Challenge in accordance with the requirements and instructions of that Challenge. The Challenges will be made available on the Competition website.

It is the responsibility of each Participant, and, where the Participant is a Team, of each individual who is part of that Team, to ensure that he/she/it is able travel to the location of the Competition and the 2019 IATA SFO Conference (if Participant is selected as a winner of a prize), including having all necessary documents for travel such as valid passports, visas and other required documentation. The Organizer is not responsible for any travel, accommodation or other costs/expenses of a Participant in relation to participation in the Competition and each Participant is entirely responsible for all such costs and expenses.

4. ELIGIBILITY

A Participant is eligible to register for the Competition if (i) he/she/it is either a team of natural persons or a company, and (ii) meets the following requirements at the time of entry, as applicable:

Team of natural persons:

- Participant is a natural person of at least eighteen (18) years of age.
- Participant is a developer, innovator, idea generator, tech designer, data analyst, or other expert/enthusiast in the aviation, drone or other related field, with at least three (3) years of experience in their respective field.
- A team must be comprised of at least (2) and no more than eight (8) natural persons (a "**Team**") in order to enter the Competition. Participants who are part of a single Team need not necessarily be from the same organization, field or discipline.

Company:

- Participant is a registered corporate entity in the aviation, drone or other related field.
- Each individual representing the Company in the Competition must be at least eighteen (18) years old.
- A representative of the company must be named, stating that he/she has the necessary authority to make decisions on behalf of, and to bind, the company.

- A company must be represented by at least (2) and no more than eight (8) individuals, who must all be working for that company at the time of entry and during the Competition.

Employees, contractors, representatives and agents of IATA, members of the Jury, and persons with whom any of the aforementioned individuals are domiciled, shall not be eligible to enter the Competition.

IATA will screen all registered Participants to ensure that they qualify for the Competition as per the criteria for registration set out above. Additional information about the profiles of Participants, including work resumes and company profiles, may be requested. Failure to provide such information may result in disqualification from the Competition

5. REGISTRATION

Registration will open on 25 Jan 2019 and will continue until 8 March 2019, inclusive.

Participants shall register for the Competition through the official website at: www.iata.org/events/Pages/drones-innovation-weekend.aspx. Registration requires a valid email address, and a Team name, Team captain name and Team participant names, where applicable. Each Team shall have at least five (5) Team participants. Participants who are part of a single Team need not necessarily be from the same company, field, or discipline.

Each Participant who has registered for the Competition will receive an invitation from the Organizer via email to participate in the Ideation Phase. The invitation is required for participation in the first phase of the Competition.

Participants must confirm their attendance in the second phase at least three (3) days prior to the start of the Innovation Weekend.

The number of Participants is limited by the capacity of the venue where the Innovation Weekend will be held, and the Organizer may close registration before the end of the registration period in the event that the maximum number has been attained.

The Organizer may prolong the registration period in its sole discretion. In such cases, the dates of the Innovation Weekend will be postponed accordingly. The Organizer will inform the registered Participants in due course of such postponement.

BY REGISTERING FOR THE COMPETITION, EACH PARTICIPANT EXPLICITLY AGREES:

- **To review and abide by these Terms and Conditions;**
- **To fulfil any visa and/or entry requirements required by the authorities of Spain, as applicable. The Participant acknowledges and agrees that it is the sole prerogative of the immigration and government authorities of Spain to let anyone inside their country and the Organizer assumes no liability or responsibility for any denial of access by said authorities;**
- **To comply with all applicable laws in Barcelona, Catalonia, Spain and any other applicable local laws when participating in the Competition. Each Participant understands and agrees that he/she/it will be solely responsible for any and all of its acts or omissions during the Competition;**
- **To release and hold harmless the Organizer, its subsidiaries, affiliates, employees, agents and Partners from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the Competition or any prize won therein. The Participant is responsible for payment of any and all taxes and any other liabilities arising from participation in the Competition;**

- That the Organizer will bear the costs of the venue and catering. Any travel and accommodation costs resulting from or relating to a Participant's participation in the Innovation Weekend shall be borne entirely by the Participant;
- That all the Organizer's decisions will be final and binding on all matters related to the Competition;
- That all the Jury's decisions will be final and binding on all matters related to the Competition; and
- That any photo, video or other material containing his/her likeness or voice, as may be shot, filmed or captured during the Competition, may be published by the Organizer, in full or in part, with or without stating the Participant's name, on any media whatsoever, including, but not limited to, the Organizer's website, the Competition website and/or the Organizer's YouTube page, at the Organizer's sole discretion.

FURTHERMORE BY REGISTERING FOR THE COMPETITION AND SELECTING CHALLENGE #2, EACH PARTICIPANT EXPLICITLY AGREES:

- To hold harmless the Organizer, its subsidiaries, affiliates, employees, agents and Partners from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the use of their Drone(s);
- To provide proof of adequate insurance and proof of ownership, registration, and license as required by the local laws in Barcelona, Catalonia or Spain;
- To abide by all safety instructions provided to them during the Competition.

6. ROLE OF THE ORGANIZER

IATA is the Organizer of the Competition and is responsible for the Competition.

The Organizer will provide the Competition website, Mentors, and online tool to support the Participants during the first phase.

The Organizer will be responsible for organizing the Competition and setting up the Jury to judge the Competition and select the winners thereof based on the applicable established criteria.

7. THE JURY

The jury will be comprised of five (5) or seven (7) representatives of experts in the aviation, drone or related industries/fields (the "**Jury**"). No members of the Jury shall be IATA employees. Some Jury members may be representatives of the Organizer's Partners. The Organizer may invite additional Jury members depending on the number of participating Teams and Challenges.

The Jury will evaluate the Solutions by assessing the Participants' presentations of their respective Solutions in accordance with the criteria set out below. In the event of a tie, the Jury will deliberate to determine a winner in its sole discretion.

The Organizer may, in its sole discretion, replace members of the Jury.

In the event of a potential conflict of interest, a member of the Jury may disqualify him/herself or be disqualified by the Organizer from judging an individual Participant or team. Such disqualification shall not affect or disqualify the judging or reviewing of that Team's or individual Participant's submission by other members of the Jury.

In the event of a tie, the Jury will deliberate to determine a winner in its sole discretion in accordance with the criteria set out below.

8. SELECTING THE WINNERS

The Jury will select the winners of the Competition according to the following criteria, each of which will be scored on a scale of one (1) to ten (10):

Criteria

- (a) Compliance with commercial aviation requirements, with a focus on safety and efficiency
- (b) Functionality and features
- (c) Innovation
- (d) Business Potential
- (e) Presentation of Solution

During the final presentation, each Participant will have three (3) minutes to demonstrate their Solution and two (2) minutes for questions and answers from the Jury.

A detailed list of evaluation parameters will be provided to Participants at the beginning of the Innovation Weekend.

9. PRIZES

The Competition will offer a total of three (3) first place prizes, with one (1) such prize for each of the three (3) Challenges. Each first place prize is comprised of the following:

- (a) EURO 250 Cash Prize;
- (b) free passes (limited to the number of individuals representing the winning Participant in the Competition) to, and a slot to present the winning Solution at, the **2019 IATA SFO Conference** to be held in Barcelona, Spain on April 2-4:
<https://www.iata.org/events/Pages/ops-conference.aspx>;
- (c) the Solution will be showcased on the Competition website.

In the event that the Organizer cancels one (1) or more of the Challenges due to insufficient entries or for any other reason, the corresponding prize will also be cancelled.

The Organizer is not responsible for any travel, accommodation or other costs/expenses of a winning Participant in relation to their participation in the 2019 IATA SFO Conference and each Participant is entirely responsible for all such costs and expenses.

10. INTELLECTUAL PROPERTY

SUBJECT TO SECTION 14, THE PARTICIPANT (INCLUDING EVERY INDIVIDUAL WHO IS A MEMBER OF A NON-COMPANY TEAM) HEREBY GRANTS TO IATA A PERPETUAL, WORLDWIDE, ROYALTY-FREE LICENSE TO USE ANY MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY SOLUTION, APPLICATION, SOURCE CODE, DOCUMENTATION, PRESENTATION MATERIALS, DATA, CONCEPTS AND IDEAS (WHETHER CREATED OR DEVELOPED INDEPENDENTLY BY A PARTICIPANT OR JOINTLY WITH OTHERS) THAT ARE SUBMITTED TO THE ORGANIZER AS PART OF THE COMPETITION (“COMPETITION IP”) FOR THE PURPOSE OF INCLUDING AND INTEGRATING SUCH COMPETITION IP INTO ANY OF IATA’S STANDARDS, PRODUCTS OR SERVICES DEVELOPED FOR THE AVIATION INDUSTRY.

The Participant acknowledges and agrees that any ideas or concepts related to the Solution and/or his/her/its submission are not confidential or proprietary, and the Organizer may use, incorporate or disclose any of them now or in the future in any manner, and the Participant waives any and all claims that may arise against the Organizer or anyone else participating in or otherwise attending this Competition for such use or disclosure.

Any data and/or materials ("**Organizer Materials**") provided by the Organizer during the Competition shall remain the sole and exclusive property of the Organizer and the Participant shall not acquire any rights whatsoever in such Organizer Materials. The Participant is authorized to use the Organizer Materials for the sole purpose of the Competition and shall make no use whatsoever of such Organizer Materials after the Competition, including in cases where a Participant has integrated the Organizer Materials into his/her/its Solution created during the Competition. At the end of the Competition, the Participant shall return to the Organizer all Organizer Materials or destroy the Organizer Materials, at the Organizer's sole discretion.

The Participant expressly authorizes the Organizer to publish, communicate, expose, disclose, divulgate and represent their submitted ideas, materials and Solutions verbally, graphically or in writing, in any medium whatsoever, worldwide, forever, by any means, and free of charge, in relation to the Competition. The Participant further authorizes the Organizer to use, in any format, their names, pictures, trademarks and logos in any and all documentation relating to the Competition.

The Participant agrees, warrants and represents that Solution shall not infringe in any manner, or induce infringement of, any third party intellectual property rights. Should any intellectual property rights in a Solution belonging to third parties not be commercially available, the Solution may not be disqualified, in the Organizer's complete discretion, from the Competition and any prizes available as part thereof.

11. PERSONAL DATA

SUBJECT TO SECTION 14, BY ENTERING THE COMPETITION, THE PARTICIPANT AGREES TO THE ORGANIZER PROCESSING AND USING THEIR PERSONAL DATA FOR THE PURPOSES OF:

(a) ADMINISTERING AND CONDUCTING THE COMPETITION;AND

(b) ADVERTISING/MARKETING RELATED TO FUTURE INNOVATION WEEKENDS OR OTHER SIMILAR EVENTS.

IN THE EVENT THAT THE PARTICIPANT WINS A PRIZE, THE PARTICIPANT AGREES TO THE ORGANIZER PROCESSING AND USING THEIR PERSONAL INFORMATION FOR THE PURPOSES OF DISTRIBUTING PRIZE MONEY AND SHOWCASING A WINNING SOLUTION ON THE IATA DRONES WEBPAGE.

12. LITIGATION AND LIABILITY

The Organizer is fully entitled to shorten, extend, modify or cancel the Competition in any manner it deems fit without incurring any liability to the Participants. The Organizer may cancel any of the Challenges if there are insufficient submissions for such Challenges or for any other reason.

The Organizer is fully entitled to disqualify a Participant or a Team which does not abide by these Terms & Conditions or acts in any way deemed inappropriate by the Organizer. Without limiting the generality of the foregoing, such inappropriate behavior could occur, for example, if a Participant is caught consuming drugs or other illegal substances during the Competition, if a Participant makes harmful or discriminatory statements or if a Participant engages in hacking or manipulating, or attempting to hack or manipulate the IT system or the Organizer Data or the data of other Participants.

The Organizer and shall not be responsible, and shall assume no liability, for (i) lost, misdirected or late submissions; (ii) electronic transmission errors; (iii) theft, destruction, change of, or unauthorized, access to submissions; (iv) technical problems, malfunctions or errors in the operation of any hardware or software which is necessary for the transmission

of submissions or for the procedure of the Competition, including computer viruses and bugs, or for manipulations, unauthorized access, scams, overload of the Internet or a website or any combinations of these, nor for other causes not subject to the inspection by the Organizer and the respective subsidiaries and branches of the Organizer. In case any of the above should occur, the Organizer retains the right, in its sole discretion, to adjust, change, postpone or cancel the Competition in any manner it deems fit, or to take any other action it deems appropriate, including, without limitation, disqualifying any Participant who wrongfully causes any of the above to occur. The Organizer reserves all rights to recover damages and to take any recourses that may be available to it against such any such Participant.

The Organizer assumes no liability and is not responsible for any injury or damages to a Participant's or any other person's electronic device resulting from participation in this Competition or downloading any Organizer Data as part thereof.

The Organizer further disclaims any responsibility for any sickness, illness or injury caused to Participants as a result of food and beverage consumption at the Innovation Weekend. Each Participant understands, accepts, and takes full responsibility for the potential risks and hazards of consuming foods and/or beverages during the Innovation Weekend. In the case of dietary restrictions or allergies, it is imperative that Participants verify the ingredients of the food and/or beverage offered.

A Participant who is an employee of a third party (for example, a corporation, government agency or an academic institution) is responsible for ensuring that his/her/its participation in the Competition complies with any policies his/her/its employer may have regarding participation in events such as the Competition. If the Organizer has reason to believe that a Participant violated any such policies, the Organizer reserves the right to prohibit the Participant from participating in the Competition or receiving a prize at any time. The Organizer assumes no liability and is not responsible for any disputes arising between a Participant and his/her employer with respect to participation in the Competition.

13. MODIFICATION TO TERMS AND CONDITIONS

IN THE EVENT THAT PARTICIPANT WISHES TO MODIFY ANY PROVISIONS OF SECTIONS 10 (INTELLECTUAL PROPERTY) AND 11 (PERSONAL DATA), PARTICIPANT SHALL PROPOSE HIS/HER/ITS MODIFICATIONS BY EMAIL TO THE ORGANIZER AT: IATA_UAS@IATA.ORG. ORGANIZER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSED CHANGES TO SECTIONS 10 AND 11, IN WHICH EVENT PARTICIPANT MAY CONTINUE TO PARTICIPATE IN THE COMPETITION BY AGREES TO THESE TERMS AND CONDITIONS OR EXIT THE COMPETITION IF THE PARTICIPANT DOES NOT AGREE. ANY MODIFICATIONS TO THESE TERMS AND CONDITIONS PURSUANT TO THIS SECTION 13 SHALL BE IN WRITING SIGNED BY BOTH ORGANIZER AND PARTICIPANT.

14. GENERAL

In the event of force majeure, the Organizer reserves the right to cancel, terminate, modify or suspend the Competition or take any other action it deems fit with respect to the Competition without any liability.

The winners of the Competition will be announced on the closing day of the Competition. All finalists and winners will be announced on the Competition website.

The Organizer reserves the right to change these Terms and Conditions and to add and/or remove any provisions from these Terms and Conditions at any time (including before and during the Competition), for any reason and in any manner it deems fit

These Terms and Conditions and any claim, dispute, controversy or other matter arising from, or in connection with these Terms and Conditions or the Competition, shall be governed by the laws of the State of New York.

VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.