AMADEUS FOR DEVELOPERS

HACK THE JOURNEY! LONDON EDITION 9-10 NOVEMBER 2019

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Welcome to the Amadeus for Developers Hack the Journey! London Edition (the "**Hackathon**" or the "**Event**") to be held on 9-10 November 2019 at The Microsoft Reactor London, 70 Wilson St. Finsbury, London EC2A 2DB United Kingdom (the"**Venue**") and organized by Amadeus IT Group S.A ("**Amadeus**") a company incorporated in Spain (No. CIF A-84236934) whose registered office is at c/. Salvador de Madariaga 1, 28027 Madrid, Spain, in collaboration with BeMyApp SAS ("**BeMyApp**"), a company incorporated in France, with registered office at 86 rue de Charonne, 75011 Paris, France (together "**Organizing Parties**").

1.2 The purpose of this Hackathon is to encourage and reward developers, designers, entrepreneurs and other skilled individuals ("**Participants**" or "**You**") to build new solutions that will transform the travel industry using Amadeus Content (as defined in Section 3), and on a voluntary basis, third party content and technology, including content made available by our sponsoring partners ("**Sponsors**").

1.3 In order to participate to this event, you must register on on https://www.eventbrite.co.uk/e/hack-the-journey-tickets-73110021041 ("**EventBrite Platform**") which is also accessible from https://hackthejourney.bemyapp.com/ ("**BeMyApp Platform**").

1.4 By registering and participating in the Hackathon you confirm your acceptance of these terms and conditions ("**Hackathon Terms**"), and that you are entering into an agreement with Amadeus. Under these Hackathon Terms, we may refer to Amadeus as "we", "our", or "us". You understand and agree that these Hackathon Terms only apply to your participation in the Hackathon and that access and use of EventBrite Platform, BeMyApp Platform or any other third party tool or platform, including Sponsors' tools and platforms before, during or after the Hackathon is subject to their respective terms and conditions over which we do not have any responsibility or control.

1.5 We endeavor to promote ethical behavior and safe exchange environments. By signing this document, you also agree to comply with the Hack Code of Conduct located at https://hackthejourney.bemyapp.com/

1.6 During this Hackathon, some our Sponsors may organize their own challenges (as communicated to you) and offer prizes to reward the winner(s). You hereby acknowledge and agree that we are not responsible for providing those prizes and for determination of the winners and that any claims in relation to those prizes must be addressed to the relevant Sponsor, a list of which is available on BeMyApp Platform.

2. ACCESS CONDITIONS, REGISTRATION AND SELECTION OF PARTICIPANTS

2.1 In order to participate in the Hackathon, you must:

o not be an employee or a contractor of Amadeus, BeMyApp, any Sponsor or any of their affiliates;

o not be an immediate member of the family of an employee or a contractor of Amadeus, BeMyApp, any Sponsor or any of their affiliates; and

o be at least eighteen (18) years of age at the moment of the beginning of the Hackathon; any such other age that is considered to be the age of majority in the country you reside in.

2.2 You must further ensure that your participation in the Hackathon does not breach any applicable law or places Amadeus, BeMyApp, the Sponsors or any of their affiliates in breach of any applicable law.

2.3 We may refuse to make the Hackathon or the prizes available to you at any time if we deem that your participation could create a legal or financial risk to Amadeus or its affiliates.

2.4 Registering for Hackathon is open to teams up to six members or to individuals who will then be able to form teams either on their own or with the help of the Organizing Parties ("**Teams**").

2.5   In order to partipate to the Hackathon Challenge (as defined hereunder), we will make available to each Team (i) application programming interfaces (each an "API" and, together, the "APIs"), (ii) documentation related to the APIs (the "API Documentation") and (iii) other content made available to you including data (including but not limited to data accessible through the APIs), web pages or screenshots (including but not limited to the Amadeus For Developers portal) (the APIs, the Data Files, the API Documentation and other content made available to you together, in all or in part, the "Content"). Before we make the Content available to each Team, the representatives of your Team responsible for coding activities will need to create an account on https://developers.amadeus.com/ ("**Amadeus for Developers portal**"). The creation of such account and the use of the Content is subject to the Amadeus for Developers Terms and Conditions located on such portal (the "**A4D Terms**"). If your Team does not agree to the A4D Terms, your Team may not participate in the Hackathon and you must refrain from accessing, downloading or using the Content.

2.6   Registration is free of charge and you hereby acknowledge that participation does not entail any right to compensation of any kind or to reimbursement of any expenses incurred, including but not limited to travel and accommodation costs, with the exception of meals and drinks, which will be supplied by the Organizing Parties during all the duration of the Hackathon.

2.7   In order to register, each Participant must provide the required information by completing the application form available on BeMyApp Platform by November 8th 2019. As space at the Venue is limited, we will select 108 Participants from all registered persons, on the basis of the information provided during the registration. The selected Participants will receive a confirmation e-mail on their e-mail addresss provided on the application form.

3.   COMPETITION & PRIZES

3.1   The Hackathon will take place at the Venue on 9-10 November 2019. Agenda of the Hackathon will be communicated on BeMyApp Platform and is subject to changes at the Organizing Parties' discretion up to the date of the Event. Each Participant shall make sure to check the Agenda before the Event.

3.2   Organizing Parties will supply internet access to all Participants but Participants shall bring their own laptop, charger and hardware as may be necessary for the competition.

3.3   As part of this Hackathon, teams will have to build an innovative travel solution ("**Application**") with the potential to have a positive impact in the industry using at least one Amadeus for Developers API. Teams are authorized to use other third party tools and platforms including latest technologies made available by Sponsors on a voluntary basis. Usage of such tools and platforms might be governed by separate terms and conditions for which we are not responsible.

3.4   The Participants undertake not to present projects that have previously been submitted to other initiatives or projects that have been presented at previous editions of Hack the Journey!

3.5   Selection of winning entries for the competition organized by Amadeus will be carried out by a Jury composed by Amadeus members and Sponsors. Jury may evaluate the ideas based on the following criteria (which are not limitative):

      o   <u>Technical value</u>: most technically advanced, elegant, scalable, robust solutions;

      o   <u>Innovation</u>: creativity and potential to impact the travel industry. Unique value proposition.

      o   <u>Business value</u>: feasibility of the idea and the potential to become a market-ready solution that can generate revenues.

3.6   Winning entries for the competition organized by Amadeus will be rewarded as follows ("**Prizes**"):

    3.5.1.   Best travel idea built using at least one Amadeus Self Service API will be rewarded gifts for a value at least equivalent to £ 4,000 ("**Grand Prize**").

    3.5.2.   Best travel idea built using at least one Amadeus Self Service Artificial Intelligence API will be rewarded gifts for a value at least equivalent £ 3,000 ("**AI Prize**").

3.7   Other ideas might be rewarded by separate prizes under Sponsors' separated challenges communicated to you before the Event. Amadeus will not be responsible for determination of winners and provision of those prizes. For the avoidance of doubt, judging criteria for Sponsors' challenges will be defined by the

responsible Sponsor.

3.8 You agree that any decision to award any Prize is final and cannot be challenged by you. You hereby release us, BeMyApp, our Sponsors and our respective subsidiaries, affiliates, directors, officers, employees and representatives from any and all liability for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the decisions of the Jury.

3.9 Prizes will be awarded at the Venue after selection of winning entries. Prizes are non-transferable , non-exchangeable and non replaceable for cash or credit. Accepting a Prize makes a prize recipient solely responsible for all applicable taxes related to accepting such Prize.

4. DISCLOSURES

4.1 You understand that the confidentiality of the information forming the Content is subject to the A4D Terms.

4.2 You may disclose publicly that you are participating in the Hackathon provided however that you (i) do not misuse the Amadeus trademarks, (ii) you do not present yourself as being an employee, an agent or in any way being or having your activity being endorsed by Amadeus and/or its affiliates, (iii) you comply with the confidentiality provision of the A4D Terms and (iv) you do not defame or misrepresent Amadeus and/or its affiliates or partners.

4.3 As per the agenda of the Hackathon, you must upload your Applicationt onto a public or private repository on Github (https://github.com/) and make such repository accessible to us. Please note that your access to and use of the Github platform is subject to Github's terms and conditions.

5. LIMITATIONS ON USE

5.1 Should you discover any potential vulnerability on the Content or our systems, you agree to promptly disclose such findings to us by informing the Amadeus representative supporting you at the Event or by sending an e-mail at developers@amadeus.com and you agree not to disclose such findings to any third party.

5.2 You agree that we may monitor your use of the Content to ensure quality, improve our products and services, and verify your compliance with these Hackathon Terms. This monitoring may include us accessing and using your Applications (for example to identify security issues that could affect us or our users). You will not interfere with this monitoring.

5.3 You will ensure that your Application will be secure and that it does not cause any harm or vulnerability to our systems. You will take the appropriate security measures to protect any information including personal data as that term is defined under applicable law ("**Personal Data**") collected by the Application

5.4 You agree to not perform security research on our or our affiliate systems via the access to the Amadeus for Developers portal.

6. PROPERTY RIGHTS

6.1 The Content and any materials made available to you in relation with the Hackathon are proprietary to us and/or our licensors, and you acknowledge that nothing in these Hackathon Terms grants you any intellectual property rights of any kind regarding or in relation with the Content or such materials. You understand that this restriction implies that you must not publish, duplicate, release, reproduce, transfer, disclose, deliver, modify, make derivative works of or reverse engineer the Content or such materials, in whole or in part, in its original form, rearranged, reverse engineered or processed in any form or manner whatsoever.

6.2 We always appreciate your feedback or other suggestions for modification or improvement of the Content ("**Feedback**"), but you understand that we may use your Feedback without any obligation to compensate you for it. You agree to assign to us all the intellectual property rights regarding your Feedback at no charge. If such assignment is not possible, you agree to grant us a worldwide, perpetual, sublicensable, irrevocable, free of charge license to use, reproduce, publish, create derivative content based on your Feedback for the duration of the intellectual property rights over it. This section shall survive termination or expiration of these Hackathon Terms.

6.3 Your Application belongs to you . You understand that you are responsible for your Application and any

damage that they may create.. However, by using our APIs, you give us the right to monitor your usage of the Content for compliance with the applicable legislation, these terms and/or A4D Terms. .

6.4   As part of your participation in the Hackathon, you may disclose to us certain materials including your Application ("Your Materials"). You acknowledge and agree that we may:

(a)   Review, evaluate and analyze Your Materials, for instance in order to determine whether we believe your Application should receive a Prize;

(b)   Mention your Materials in communications in all media, now known or later developed. (including, but not limited to, in advertisements, press releases, presentations, and trade shows) around the Hackathon and the Amadeus for Developers portal.

6.5   You must ensure that Your Materials are clear of any rights and do not contain any:

(a)   content that infringes on the rights of others, including copyrights, trademarks,

(b)   dangerous and/or illegal behaviour and depictions thereof;

(c)   imagery or text that is perceived or could be perceived as an attack on other people based on their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, or serious disabilities or diseases;

(d)   other content of any kind that is perceived or could be perceived as immoral, indecent, illegal, improper, unconscionable or unethical.

6.6   Any third party elements included in the Application, including open source software must be identified together with the terms of the license.

6.7   You acknowledge and agrees that Amadeus or other Participants or third parties may have developed or commissioned materials which are similar to the entry of your team, or may develop something similar in the future. You hereby waive any claim that you may have against us resulting from any similarities to the entry of your team.

6.8   If you wish to assign your rights, you shall first offer us the option to acquire the rights in your Materials for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between you and us.

7.   PRIVACY

7.1   Personal data concerning you may be collected throughEventBrite Platform, BeMyApp Platform and during the Hackathon.

7.2   The collection and processing of Personal Data by BeMyApp Platform and/or EventBrite Platform during the registration process is subject to their respective privacy policies. It is important that you review their applicable privacy policies before providing your Personal Data.

7.3   By registering to the Hackathon, you agree that EventBrite will share your Personal Data collected during the registration process with us. We will act as independent controller with regards to such Personal Data and will process it for the purpose of organizing the Hackathon (and communicate about it) and contacting you regarding Amadeus, Amadeus for Developers Portal and other products and services we believe could be relevant to you. If you have indicated that you are looking for a job, we may contact you to request your CV and discuss about potential job opportunities.

7.4   By participating to the Hackathon, you also agree that we will collect Personal Data about you at the Venue, in the form of your picture, recording, image, video, multimedia material relating to your Applications (including screenshots) or other analogue or digital reproductions or any other media, now or hereafter known. We may process the Personal Data collected during the Hackathon, including in combination with your name and surname, for the purpose of promoting Amadeus, Amadeus for Developers and the Hackathon and/or mention your Materials in communications in all media, now known or later developed (including, but not limited to, in advertisements, press releases, presentations, and trade shows).

7.5   We may share your Personal Data with Amadeus affiliates or service providers for the purposes described

in this Privacy Notice. We will ensure that any provider accessing your Personal Data implements the appropriate technical and organizational measures to protect your Personal Data. We will only share your Personal Data with our Sponsors if necessary for the purpose of organizing the Hackathon or if you have given us your consent to do so. Please note that any collection of Personal Data by one of our Sponsors directly from you will be subject to such Sponsor's privacy policy.

7.6 We will retain your Personal Data collected in connection with this Hackathon as long as necessary to fulfill the purposes it was collected for, including for the purposes of satisfying any legal, accounting or reporting requirements. You can access, review, correct, update or otherwise limit our use of your Personal Data (including deletion) provided to us by contacting us at developers@amadeus.com. You can also us request us to unbsuscribe from any e-mail communication or withdraw your consent for the processing of your Personal Data collected at the Venue. If you do so, this will not affect the lawfulness of our use of your information based on your consent before its withdrawal.

7.7 Any Personal Data collected through the Amadeus for Developers portal or the use of the Content will be subject to our privacy policy available on the Amadeus for Developers portal.

7.8 You must ensure that no Personal Data (including the image or sound) of other people than you appear in any of your Materials. If any such Personal Data is included in your Materials, you must ensure that such people have provided their consent (that you can demonstrate to us upon request) for the use of their Personal Data.

8. **EXCLUSION OF LIABILITY AND WARRANTIES**

8.1 You agree that, as your participation to the Hackathon is free of charge, it is reasonable that we, BeMyApp, our Sponsors or any of our Affiliates shall have no liability of any kind (including any direct, indirect, special, consequential and/or punitive losses or damages) in any circumstances whatever including without limitation negligence (except for death and personal injury caused by our negligence) to you in respect of the Hackathon, whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

8.2 To the extent permitted by law, you will indemnify us, ByMyApp and our affiliates, directors, officers, employees, and users, against all liabilities, costs, expenses, obligations, losses, damages, fines, penalties or judgements that arise from (i) your failure to comply with any of these Hackathon Terms; (ii) your breach of any applicable law, regulation, decree or other legislation.

8.3 By accepting these Terms and participating in the Hackathon, you understake, for the entire duration of the Hackathon, to make use of the Venue in which the Hackathon is to be held and any materials and equipment provided by Amadeus, BeMyApp or any Sponsor with proper care and diligence and to comply with any rules of conduct and safety shared with you. You will be held liable for any damage caused to people or property.

8.4 If you breach any of these Hackathon Terms, we may exclude you from the Hackathon.

9. **GENERAL**

9.1 If any provision or part of any provision of these Hackathon Terms is held by any court or other competent authority to be void or unenforceable in whole or part, such void provision shall be deemed to be replaced by an enforceable provision with the closest effect possible to the original provision and these Hackathon Terms shall continue to be valid with respect to the remainder of the affected provisions.

9.2 No third party has any rights under these Hackathon Terms. We may transfer our rights and obligations under the Hackathon Terms to any third party. You may only transfer any or all of your rights or your obligations under the Hackathon Terms to a third party if we agree to this in writing.

9.3 These Hackathon Terms, the performance of these Hackathon Terms, and any non-contractual obligations arising from or connected with these Hackathon Terms, shall be governed by and construed in accordance with Spanish law without giving effect to the principles thereof relating to conflicts of laws.

Any dispute arising under or relating to any provision of these Hackathon Terms shall be referred to, and finally settled by the courts of Madrid, Spain.

9.4   Contact and notices. Should you wish to contact us in relation with the Hackathon, you must contact us by email at developers@amadeus.com. Any legal notices to us must be addressed in English to Amadeus IT Group S.A., c/. Salvador de Madariaga 1, 28027 Madrid, Spain, Attn: Legal Department.