

Terms & Conditions

Sustainability Hackathon “1AHACK4SUSTAINABILITY”

The company BeMyApp, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) is organizing on behalf of the company Amadeus S.A.S, a France-based company with a capital of 23 035 000 euros, whose registered office is located at 485, route du Pin Montard, Sophia Antipolis 06410, Biot, France, company registration number B344-496-252 (hereafter referred to, collectively, as “**Organizer**”) a hackathon called “1AHACK4SUSTAINABILITY” (hereafter referred to as “**Competition**”) from 3 October 2022 to 16 October 2022.

This document lays out the terms and conditions (“**T&Cs**”) for participation in the Competition. Persons participating in the Competition (each a “**Participant**”) hereby agree that by participating in the Competition, they are bound by these T&Cs.

ARTICLE 1 – ELIGIBILITY

This Competition is open to participants from any country in the world. There is no fee involved to participate in the Competition.

Participants must satisfy all of the following eligibility criteria in order to participate in this Competition:

- They must be 18 years of age or older and at least the age of majority in his or her jurisdiction or residence.
- They have provided all required information requested when registering for the Competition at “[1AHACK4SUSTAINABILITY](#)”
- They are current students or students who have graduated in the calendar year 2022.
- They are not the following persons:
 - (1) employees, contractors, consultants, officers and directors of the Organizer or other organizing entities, which includes the judges of the Competition;
 - (2) immediate family members (e.g., spouse, siblings, children, and parents) of (1); and
 - (3) persons living in the same household as the individuals mentioned under (1) above, whether or not related.

ARTICLE 2 – COMPETITION PERIOD

The Competition starts on 3 October 2022 and ends on 16 October 2022 (“Competition Period”). All times referenced herein are **France** time.

ARTICLE 3 – REGISTRATION PROCESS

Every person wishing to participate in the Competition can register online on the dedicated website for the Competition accessible at the following address: “[1AHACK4SUSTAINABILITY](#)”. Participants must provide the following information: (a) name, (b) date of birth; (c) country ; (d) email, (e) profile details, and (f) any other information as may be requested for the purpose of the Competition. This information is required for the completion of the application.

Each Participant guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

The Organizer assumes no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

ARTICLE 4 – ENTRY WARRANTY

By entering this Competition, each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that:

- (i) Any submission(s) made by the Participant in the Competition including any materials provided in connection with the submission(s) (hereafter collectively referred to as “**Entry**” or “**Entries**” as the case may be), whether in whole or in part, does not violate or infringe upon any third-party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;
- (ii) The Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Organizer in these T&Cs

(and in any written agreement signed by Participant), and the exercise thereof by the Organizer and/or the use by them of the rights granted by the Participant, whether in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

- (iii) The Entry, whether in whole or in part, contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices;
- (iv) The Entry, whether in whole or in part, does not offend or contravene any applicable law, regulation, or any industry codes or practices; and
- (v) The Entry, whether in whole or in part, does not contain information considered by Participant, its employer, or any other third party to be confidential.

In order for any Entry to be considered in this Competition, the Participant and his / her submitted Entry, whether in whole and in part, must comply with all other terms stated in these T&Cs.

1AHACK4SUSTAINABILITY (the 'Event') has a maximum capacity of 600 participants. If the number of participants exceeds the capacity planned by the Organizer, the Organizer and partners will select the best and most relevant Project proposals submitted through the Event registration page <https://1ahack-4-sustainability.bemyapp.com/#/event>. The Organizer's decision shall be final.

ARTICLE 5 – SUBMISSION REQUIREMENTS

Entries will only be accepted from a Participant with full rights to do so, either on his / her own behalf as an individual, or on behalf of his / her company. Companies must appoint an individual for contact purposes ("**Company Contact**") and notify the Organizer of the same for the purposes of receiving potential winner notifications and correspondence pertaining to prize acceptance, if applicable.

Participants may enter as many unique Entries as they like. The same Entry cannot be entered into this Competition more than one time, or by more than one Participant, and in such event, all Participants and all Entries may be disqualified.

No more than one (1) prize will be awarded per Participant. By submitting an Entry on behalf of a company, Entrant affirmatively agrees that he / she has been asked to do so on behalf of the company and is the authorized company representative, and any prize award will be provided to the Company Contact who will be solely responsible for the disbursement of the prize.

As between the Organizer and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Competition. By entering the Competition, each Participant acknowledges and expressly agrees that his/her Entry may be promoted by the Organizer on its website and/or in various media (including via paper, data and digital media) at the Organizer's discretion.

Participants agree that they must adhere to the following terms:

- (i) Each Entry must be an original work of the Participants and must not infringe or violate any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations.
- (ii) Each Entry must be new. Any Entry that has been submitted for any other competition or has been previously used for commercial purposes and/or has been published in any media will not be accepted and shall be disqualified from the Competition.
- (iii) In the event the Entry requires any additional third-party software to function, Participants must provide the Organizer with access to and use of such additional third-party software at no cost to the Organizer for the duration of the Competition, including any judging period. Should there be any additional technical or hardware requirements needed in order to run such third-party software, the Participants shall be responsible for providing such additional technical or hardware requirements and shall also inform the Organizer of the same at least 7 days prior to the Competition of such technical or hardware requirements.

ARTICLE 6 - SAVING THE AMAZON PROJECT

In the fight against the climate crisis, Amadeus has partnered with SAVING THE AMAZON foundation to plant trees in the Amazon together with indigenous communities. SAVING THE AMAZON foundation carries out a project called "SAVING THE AMAZON" whose purpose is to save the Amazon and its people, carrying out actions of restoration and conservation of the jungle ecosystem through the planting of trees in the indigenous reservations located in the Colombian Amazon, especially in the departments of Vaupés, Caquetá, Putumayo and in the Pacific region, in the Department of Chocó. For each registered Participant, Amadeus shall plant a tree.

ARTICLE 7 – Grant of Rights

- (i) The Organizer grants to Participants, for the duration of the Competition, a non-transferable, non-exclusive and limited license to use the Competition Technology

and Materials for the sole purpose of developing, testing, evaluating, and demonstrating the Entry for the Competition. Under these T&Cs, "**Competition Technology and Materials**" mean application programming interfaces, software development kits, software, assets, information, as well as any other materials and documentation, whether written or oral, that may be made available to Participants by the Organizer for the purposes of the Competition. For the avoidance of doubt, Competition Technology and Materials may include Organizer Partner's Technology and Materials that were provided as part of the Competition.

- (ii) The Participants shall not be entitled to license, sell, transfer or make available the Competition Technology and Materials to any third party. The Participants also agree not to duplicate, translate, decompile, reverse-engineer, modify or otherwise use any parts of the Competition Technology and Materials contrary to the purpose of the Competition.
- (iii) The Competition Technology and Materials will be provided by Organizer for temporary installation or use during the Competition, or Organizer may direct the Participant to download or access the same from a designated website. Upon completion of the Competition, the Participants shall return, erase or cease using any of the Competition Materials and Competition Technology.
- (iv) If the Participant wishes to continue using or accessing the Competition Technology or Materials after the Competition, the Participant must submit a written request to Organizer and any such use or access shall be governed by a separate written agreement.
- (v) The Competition Technology and Materials are licensed to the Participant on an "as is" basis without any warranty, training, maintenance or service obligations on the part of Organizer. The Organizer or its licensors own all rights, title, ownership and interest in and to the Competition Technology and Materials.
- (vi) In no event shall the Organizer be liable to the Participant for any damages arising from the use of or inability to use the Competition Technology and Materials, or failure to provide services pertaining to the Competition Technology and Materials, or as a result of any defect in the Competition Technology and Materials. This disclaimer of liability shall apply regardless of the form of action that may be brought against the Organizer, whether in contract or tort, including without limitation any action for negligence. The Participant's sole remedy in the event of breach of this Agreement by Organizer or for any other claim related to the Competition Technology and Materials shall be to the cessation of its participation in the Competition.

ARTICLE 8 – JUDGING / NOTIFICATION / DISQUALIFICATION

The Organizer or its authorized representatives will judge each eligible Entry submitted, using the following judging criteria (“**Judging Criteria**”)

- Best use of technologies
- Best idea or solution to address the issue of sustainability in travel
- Best green software, software applications that are most sustainable and reduce carbon emissions.
- Most innovative idea or solution
- Ease of application and feasibility of idea or solution

Scores will not be made public by the Organizer at any time. The Entries receiving the highest aggregate scores will be winners. In the case of a tie, the tie will be broken (among the tied Entries) by the highest score according to the Judging Criteria. If any Participant whose Entry is selected as a winning Entry for a given prize is disqualified for any reason, the Participant with the next highest scoring Entry will be designated as the recipient of that respective prize. Potential winner(s) will be required to provide their first and last name, mailing address, phone number and bank account information to the Organizer within 48 hours of attempted notification. The winner(s) may also be required to provide or complete relevant tax forms or information, including a W9 for U.S. residents. Potential winner(s) will be disqualified if (1) a potential winner cannot be contacted or does not respond within 48 hours after two (2) attempts to notify the potential winner; (2) a potential winner does not fulfil the eligibility requirements; (3) a potential winner does not adhere to the T&Cs; and/or (4) if the prize notification is returned as undeliverable, refused, or declined. By accepting the prize, the winner consents to the publication of his / her name on any of the Organizer’s websites and in other publications in all forms of media.

ARTICLE 9 – RESULTS

The winning teams will be announced on 16 October 2022. The results will also be subsequently released via a blog post on the Organizer corporate website or other media for promotional avenues. The post may include the names, photos, recordings of the winning and participating teams, and details of the entries.

ARTICLE 10 – PRIZE ALLOCATION AND TAXES

Prizes will be sent by the Organizer or the Organizer’s Partner to the winners within a maximum of 4 (four) months, to the address indicated by the winners.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter will lose the benefit of its prize.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

Winners are responsible for bank and any other fees associated with funds transfer and currency exchange from Euros to local currency. The Organizer reserves the right to substitute a prize of equal or greater value where permissible under law. All taxes are the sole responsibility of the winner. Chances of winning depend on the number of eligible entries received and the skill in meeting the Judging Criteria. Prizes will be delivered via funds transfer to the bank account of the winners within four (4) months after the winners provide all required information.

In the event that Organizer is unable to award the prizes as described above, Organizer will substitute a prize of a similar nature or value at its sole discretion. Prizes are non-transferable and not exchangeable for cash. If a selected winning Participant is unable to accept a prize in its entirety, the selected winning Participant will forfeit the prize, and such prize will be awarded to an alternate winner. Participants acknowledge that Organizer and its affiliates are not responsible for any warranty or representations to the quality, conditions, fitness or merchantability of any prize. Prizes are subject to the manufacturer's/provider's standard warranty. The winning team Participant is responsible for any local, state or federal taxes.

ARTICLE 11 – GENERAL

Participation in this Competition is subject to these T&Cs. Participants agree to abide by and be bound to these T&Cs and the decisions of the Organizer, which are final and binding in all respects. These T&Cs and the Organizer's Privacy Policy may be amended or varied at any time during the Competition Period by the Organizer at the Organizer's sole and absolute discretion, and the Organizer will post the revised terms and conditions at "[1AHACK4SUSTAINABILITY](#)" and email such revised terms and conditions to the email address provided by the Participant. The Participant is entitled to withdraw from participating in the Competition in the event that it does not agree to such revised terms and conditions, and the licenses / rights granted by the Organizer to the Participant in Article 7 will be terminated immediately.

By continuing to participate in the Competition, the Participant agrees to any revised terms and conditions without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if winner is not eligible or does not comply with these T&Cs, will result in prize forfeiture and an alternate winner may be selected, in accordance with the provisions of Article 10 above. The Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Participant or winner who, in the Organizer's reasonable

suspicion, tampers with the Organizer's site, the entry process, violates these T&Cs, or acts in an unsportsmanlike or disruptive manner.

The Organizer makes no representations or warranties of any kind, express or implied, regarding any prize or the Participant's participation in the Competition.

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organizer (and its authorized third parties) of the Participant's name, company name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Competition.

These T&Cs constitute the final, complete and entire agreement between the Organizer and the Participant in relation to the Competition and supersedes any and all previous communications, agreements, promises, representations, warranties, or understandings, whether written or oral, between the parties with respect to the Competition.

This Competition and the T&C shall be governed and construed by the laws of **France**, without regard to conflict of law principles. As a condition of participating in this Competition, the Participant 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 **France**.

ARTICLE 12 – INTELLECTUAL PROPERTY

- a) Any Entry developed solely by the Participants during the Competition shall be owned by the Participants as the case may be.
- b) The Participants grant Organizer an irrevocable, non-exclusive, royalty-free, perpetual, transferrable, worldwide right and license to:
 - (i) Use, review, assess, test or analyze the Entry and all its contents in connection with the Competition;
 - (ii) Feature or use the Entry and all its content in the marketing or promotion activities pertaining to the Competition, the Competition Technology and Materials or the Organizer's general marketing or promotion activities, including but not limited to press releases, promotional materials, internal and external presentations, and trade shows, in all forms of media.
 - (iii) Use, disclose, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, license, sublicense, create derivative works from, transfer, sell and otherwise exploit all Feedback provided by the Participants for any purpose.

“**Feedback**” means any input, comment, or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Competition Technology and Materials, or other Organizer software or services.

- c) The Organizer owns all rights, title, ownership and interest in and to the Competition Technology and Material. Any and all patent rights, copyrights, trademark rights and other proprietary rights in the Competition Technology and Materials, including any proprietary rights comprised or subsisting in the Competition Technology and Materials created for Organizer shall remain the exclusive property of Organizer or its licensors.

ARTICLE 13 – FUTURE DEVELOPMENT

Participation in the Competition will not limit either the Participant or the Organizer to independently develop or market products or services involving technology or ideas similar to the Entries, nor will it prevent a party from undertaking similar efforts or discussions with a third party.

ARTICLE 14 – USE OF OPEN SOURCE

Participants may use open-source content or any other free-to-use content for the development of the Entry during the Competition. The Participant warrants that it has the appropriate rights to use any third party materials. The Organizer will not be responsible for any loss relating to or resulting from any claim of infringement of any copyright, trade secret or violation of any other intellectual property right of any third party. The Organizer reserves the right to remove or disqualify any Entry that may infringe any third party intellectual property rights.

ARTICLE 15 – INDEMNITY AND LIMITATIONS OF LIABILITY

The Organizer shall not be responsible for any damage to the Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Competition or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like methods to submit any Entry will void all such Entries by such methods, and disqualify any Participant using such methods.

If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organizer reserves the right at its sole and absolute discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior

to the action or as otherwise may be deemed fair and equitable by the Organizer, including should unforeseeable events make the Competition impossible or impracticable.

The Organizer shall not be liable to the winner or any other person for failure to execute the Competition, or supply a prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In any event, the Organizer reserves the right to cancel or suspend the Competition with or without notice and for any reason whatsoever and is under no obligation to disclose the reason for any such cancellation. The Organization will not be responsible for any damage, loss or expense caused by any cancellation, suspension or delay of the Competition.

The Organizer, its parents, affiliates, subsidiaries, and related companies, its advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, shall not be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of or relating to the Competition, Competition / prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, any material or information provided by the Organizer via any medium are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

At all times, the Participant agrees to indemnify and hold the Organizer harmless against all liabilities, losses, damages, costs, claims or expenses of any kind suffered or incurred by the Organizer arising out of or in connection with (a) the Participant's breach or negligent performance or non-performance of its obligations or undertakings under these T&Cs; and (b) any third party claim made against the Organizer due to the breach, negligent performance or failure or delay in performance of these T&Cs by the Participant. The Participant's obligation under this paragraph shall apply to any claim, including without limitation, infringement of third party intellectual property rights, personal injury, and death or property damage, made against the Organizer by any third party.

ARTICLE 16 – CONFIDENTIALITY

The Participant acknowledges the confidentiality of any and all information and documents which have been shared with him / her by the Organizer throughout the Competition which (a) has been identified or designated as “confidential”, “proprietary” or with other words of similar import; or (b) a reasonable party should, by the nature of the disclosure, understand to be confidential, proprietary and not generally available to the public (hereafter collectively referred to as “**Confidential Information**”).

The Participant agrees to maintain the Confidential Information in the strictest confidence and shall only use or disclose the Confidential Information strictly for the sole purpose of participating in the Competition, unless he / she has obtained the Organizer’s prior written authorisation.

Upon the end of the Competition Period, the Participant shall , where requested by the Organizer, return to the Organizer all Confidential Information (without retaining any copies thereof) or destroy all such Confidential Information and certify the same to be destroyed

ARTICLE 17 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

Any personal data submitted by Participants to the Organization when registering for the Competition will be processed in accordance with the applicable Organizer’s Privacy Statements at <http://privacy.bemyapp.com/> or [Amadeus Event Privacy Statement](#), and applicable data protection laws. Processing of personal data carried out by BeMyApp will be governed by its own privacy terms, which are independent and not under the responsibility or control of Amadeus.

ARTICLE 18 – Right to use Recordings and Personal Data

The Organizer, its affiliates and/or contractors will take photographs and/or videos (“**Recordings**”) at the Competition which may capture the Participant’s personal data such as his or her likeness, photograph or voice for use in connection with the Competition, including the publication and distribution of the Recordings for commercial, promotional, advertising, educational purposes and/or to transform and create works derived from the Recordings. Participants are required to complete the Photography/ Videography Authorization Form [here](#).

Participants hereby also consent to the collection and use of their names for the purpose set out under Article 6 - SAVING THE AMAZON PROJECT of this Agreement.

ARTICLE 19 – RELEASE

By participating in this Competition, the Participants expressly release the Organizer, their agents, officers, directors and employees from and against any and all claims that the Participants may have based on contract, tort, negligence or any other cause of action arising out of the use, production, distribution, broadcast or exhibition of the names, likeness, Recordings of the Participant including, without limitation, any claims of breach of confidence or violation of any patents, copyrights, trademarks, or trade secrets inherent in participation in the Competition.