

## **Contest Rules**

### **“A350F Livery Contest”**

#### **Introduction**

The A350F aircraft Livery contest (the “Contest”) is organized by Airbus SAS, whose registered office is at 2 rond-point Emile Dewoitine, 31700 Blagnac, France (the “Sponsor”), to choose the Livery for its last generation freighter aircraft. During the Contest the Sponsor will gather Livery design concepts for the new A350F aircraft Livery submitted by the Contestants.

#### **About A350F aircraft**

To ensure sustainability of future freight operations and to keep the world a beautiful place, Airbus is introducing a super efficient and reliable freighter aircraft - the A350F, to the market. The A350F will bring a game-changing 20% to 40% reduction in fuel burn and CO2 emissions compared to freighters currently flying. Its efficiency is coming from the weight savings of its new structure composed of 70% advanced material like carbon fibre and titanium, coupled with the latest generation efficient engines and state of the art systems.

The A350F will make operators' life easier thanks to its 99.5% operational reliability and its commonality with the almost 500 x A350 passenger aircraft already flying around the world. It will also require less maintenance and will bring from 20% to 40% economies in operations. The A350F will be capable of carrying 109 tonnes all the way on the most demanding freighter routes like from Asia to the US and to Europe. The new generation freighter will have 8 different temperature zones and thanks to this will have the flexibility to transport large modern aircraft engines, live animals as big as horses, large cars, large industrial equipment, and temperature control goods like fish, vegetables and flowers regularly and at once. The A350F brings continuity to businesses and your everyday life more sustainably than any other air freighter in the skies today.

#### **Article 1: Definitions:**

**Contestant** is an individual or a group of up to five (5) individuals (the "Group") among the general public who submits their Design online on the dedicated “[Website](#)”. An individual who submits their Design can not be a member of a Group. A Contestant can only participate once.

**Contest Duration** starts at 09:00 AM (Paris time) on 03 October 2022 and ends at 23:59 (Paris time) on 28 November 2022.

**Contest Rules** are the rules described in this document.

**Livery** is a set of comprehensive insignia comprising color, graphic, and typographical identifiers for an aircraft.

**Design** is a file which is submitted online only on the Website in line with the Rules, which contains one (1) Design concept proposal for the Livery.

**Winner** is a Contestant whose Design is selected by the Sponsor at the Sponsor's sole discretion. Only one (1) Winner will be selected.

## **Article 2: Participation**

Contestant's participation constitutes the Contestant's full and unconditional agreement to and acceptance of these Contest Rules.

## **Article 3: Eligibility and entry restrictions**

The Contest is open to all Contestants. If a group submits the Design, the group must appoint a 'lead participant' to represent the Group towards the Sponsor. The Design must be submitted by the lead participant of a Group via the Website. Contestants under 18 years at the date of the submission shall also submit on the Website a consent form duly signed by the legal representative(s) to participate in the Contest. The consent form shall be submitted at the same time and as an integral part of the entry.

## **Article 4: How to enter**

To enter the Contest, the Contestant shall fill in all required fields of the Website with the following complete and correct data: first name, surname, date of birth; email address, telephone, country of residence and upload your Design submission. Contestants can only participate online via the Website.

Entries are limited to one (1) Design per Contestant during the Contest Duration. Any attempt by a Contestant to acquire more than the stated number of entries by using numerous email addresses, registrations, identities, or any other methods will void that participant's entries and that participant will be disqualified. Any entry by means of automated software or computer programs or any similar software will not be accepted, and any Contestant who uses or attempts to use such methods will be disqualified. Any incomplete entry and multiple entries will be disqualified.

A valid entry must comply with all terms of the Rules. Responsibility for completion of the entry form and receipt thereof remains solely with the Contestant. The Sponsor will not confirm receipt of an entry to the Winner.

Only the following file formats of Design are accepted: jpg, png, pdf, with the following maximum size of **256MB**.

The Design shall comply with the Airbus Brand Guidelines as set out on the following websites [www.brand.airbus.com](http://www.brand.airbus.com).

The Design can be submitted during the Contest Duration. No Designs will be accepted after the Contest Duration.

## **Article 5. Intellectual property**

The Winner transfers the full ownership of any intellectual property rights ("IP"), including but not limited to copyrights, in connection with the submitted Design to the Sponsor.

The Sponsor shall be the sole owner of, and shall have full rights, titles and interests, into any such IP, upon the submission of the Design. in whole or in part, on any kind of support or media, by any process whether known at present or to be discovered in the future, any form or format, in any language, in particular of: (i) representation including to make or have made any original or copies, (ii) reproduction, including the right to digitize, reproduce of the design of the Design any form and format (whether known at present or to be discovered in the future); (iii) distribution including the right to sell, loan, rent, distribute, by any means whether known at present or to be discovered in the future); (iv) including to modify, adapt, improve, correct, translate in any language including additions to or removals of the Design; or to (iv) use otherwise the IP, in any language, by any process inherent in said rights of use.

The Contestant warrants to the Sponsor that it holds all rights, titles and interest in the Design and that the Design does not infringe any intellectual property rights or related rights of third parties.

From the moment of the submission, the Contestant will give up all its rights, title and interest in the Design and will make no further use of the Design, in whole or in part, in an identical or similar manner.

## **Article 6: Prize**

Airbus offers the following non-monetary prize to the Winner:

- invitation to A350 Airbus Final Assembly line at the time of the first flight of the A350F aircraft in the new Livery in 31700 Blagnac, France. This includes outward and roundtrip flights from/to the Contestant's habitual residence airport to Toulouse-Blagnac airport and accommodation in Blagnac
- a mock-up model of the A350F in the new Livery (1/100 scale)
- invitation to Le Bourget 2023, France. This includes tickets to enter Le Bourget, return flights from the Contestant's habitual residence airport to Paris airport, accommodation in Paris and two (2) transfers between Le Bourget and hotel in Paris, all selected by Airbus. (all together the "Events").

There is no cash alternative to this prize available. The prize is non-transferable, non-exchangeable and cannot be resold.

The Sponsor is not responsible if the above events are changed, delayed or canceled by the organizer.

The Winner will participate in the Events, at its own individual responsibility, including to

- be able to travel to the Events according to the applicable travel requirements
- comply with all necessary entry formalities, like passport and/or visa or other formalities, to receive the Prize.

The Winner must themselves take care of and pay for the entire travel and transfer organization except in relation to the Events above. The Sponsor will not cover any costs related to any other expenses including travel requirements than the above Events.

Exact dates for the travel will be directly communicated to the Winner.

#### **Article 7: Prize drawing and Winner selection**

There will be only one (1) Prize Winner, who will be selected internally by the Sponsor at its sole discretion, from the Contestants who submitted the Designs and comply with the Rules.

The decision of the Sponsor is final in all aspects relating to this Contest. Once notified by email, the Winner must reply within two (2) weeks of this email notification or the Prize will be forfeited. In case the Prize is forfeited, no more selections will be made and the Prize will remain the property of the Sponsor. The Winner can not receive any other prize in exchange.

If the Winner is not able to participate in the Events, the Winner will not receive any other prize in exchange.

#### **Article 8: Administrative bailiff**

The Contest Rules as well as the selection of the Winner will be conducted by the Sponsor internally. The Contest Rules will be available free of charge during the time of the Contest on the Website.

The Sponsor reserves the right to modify the Rules as long as it respects the stated conditions and that it is announced on the Website. These modifications will be handled by the Sponsor who is responsible for the Contest Rules before and during its publication.

The Rules will be valid as soon as they are announced online on the Website. By participating, Contestants agree to accept the modifications as soon as they are released and valid. Any Contestant who refuses any eventual modifications will have to give up their participation in the said Contest.

#### **Article 9: General conditions**

The Sponsor reserves the right to cancel or modify, in whole or in part, the Contest if fraud, authoritechnical failures or any other factors beyond Sponsor's reasonable control impairs the integrity of the Contest. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages to the fullest extent permitted by law in case of any attempt by any person to deliberately damage any Website or undermine the legitimate operation of the Contest which is a violation of criminal and civil law, and the Sponsor reserves the right to seek damages from such person to the fullest extent permitted by law. The Website is void where prohibited or restricted by applying laws.

By entering the Contest, the Contestant agrees to abide by these Contest Rules and acknowledges compliance with and to be bound to the Rules and all applying laws and regulations. All decisions of the Sponsor, which shall be final and binding.

The Contest may be suspended or canceled if an event of Force Majeure as defined under French law and case law occurs.

If any provision of this Contest is for any reason declared to be invalid or unenforceable, the validity of the remaining provisions shall not be affected.

#### **Article 10: Compliance requirements**

The Contest, its performance, and the Winner selection and Winner's participation at the Event shall comply with all applicable laws, rules and regulations, including any applicable sanctions and export control laws.

#### **Article 11: Personal data**

When you participate in the Contest, your personal data will be collected by Airbus to manage your entry and administrate the Contest. Find out more about the processing of your personal data and your rights in the PRIVACY INFORMATION NOTICE related to Airbus A350F Livery Contest. In order to respect privacy laws relating to the Contestants, and the Winner's image and voice rights, Airbus will seek the respective express consent/s) when relevant.

#### **Article 12: Limitation of liability**

To the fullest extent permitted by law, the Sponsor, its parent companies, subsidiaries, affiliates, prize suppliers, and advertising and promotion agencies, and each of their respective operators, customers, agents, representatives, officers, directors, shareholders and employees ("Releasees") exclude liability for any losses, damages or claims incurred by any person in connection with the Contest or receipt or misuse of any prize.

Except as otherwise required by applicable law, Releases are not responsible for technical, computer, mechanical, printing, typographical, human or other errors, including, without limitation, errors which may occur in the administration of the Contest, the announcement of the prize, the processing of entries or in any Contest -related materials; or for transactions that are lost, stolen, late, misdirected, damaged, incomplete, illegible or postage due mail and for errors in the processing system for entries that are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, paper transfer, human or other errors; or for electronic, computer, or telephonic malfunctions or errors, or processes for any transactions thereon.

If in the Sponsor's opinion, there is any suspected or actual evidence of electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the administrative bailiff and judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest.

As a condition of entering the Contest, Contestants agree that: a.) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim indirect damages; b.) all causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

### **Article 13: Winner announcement**

The Winner will be contacted by the Sponsor via the email address which was submitted in the entry form for Design submission. Upon email confirmation by the Winner and after communication of their residential address, the Sponsor will coordinate with the Winner and handle the receipt of the Prize.

The Winner will be publicly announced in March 2023 and on the Website.

### **Article 14: Publicity**

The Sponsor is free to engage in press releases, publicity and other public or internal announcements, in whatever kind of form or on whatever kind of media including social media, regarding its involvement in the Contest. Any press release, publicity and other public announcements shall be released by any Contestant only with the prior written consent of the Sponsor. In any event, each Contestant agrees to communicate in good

faith and positively about the Contest and their involvement in full respect of the Sponsor's good reputation and brand image.

#### **Article 15: Applicable law**

These Rules are subject to French law. To be taken into account, potential disputes relating to the Contest must be formulated by the Contestant via a written request to the Sponsor via email address [a350f-livery-contest@airbus.com](mailto:a350f-livery-contest@airbus.com) at the latest within sixty (60) days after the Contest duration period as indicated in the present Contest Rules. Any disputes arising out of or in connection with the Contest, which cannot be settled amicably, shall be within the jurisdiction of the courts of Paris, France, and its decision shall be final and binding.