

Terms and Conditions INNOWINNER Award

**GLOBAL
MBLTY
CALL**



1. TERMS AND CONDITIONS AND PURPOSE OF THE COMPETITION

The organiser of the competition is the Institución Ferial de Madrid (hereinafter referred to as the Organiser/IFEMA) [Tax ID number. Q-2873018B], whose registered office is at Avenida del Partenón, 5 (28042), Madrid. As part of the Global Mobility Call, we are hosting the GMC INNOWINNER, Competition to seek out and acknowledge innovative technological solutions from around the world that enhance the sustainable mobility ecosystem and have been operational for no more than 3 years, even as a trial.

It is an initiative for open innovation hosted with the framework of the Global Mobility Call, an event scheduled for 24-26 October 2023 at IFEMA Madrid.

The national and international community of emerging companies or start-ups associated with sustainable transportation is invited to submit proposals and innovative technological solutions, both national and international, that contribute to enhancing sustainable and efficient transportation.

Recognition will be awarded to exceptional initiatives in sustainable and accessible mobility conducted by companies and entrepreneurs who show dedication to this area, with proposals or schemes for sustainable and accessible mobility alongside innovative solutions.

The registration process will be online. The deadline for submitting participation requests will be from 10 August 2023 and finish on 2 October 2023 at 23:59 (CET). The winners will be announced at the GMC, and the winner will be notified on 16 October 2023.

The purpose of these Terms and Conditions is to regulate the participation in the aforementioned Competition.

These Terms and Conditions shall be displayed on the [fair's website](#) and may be amended. In the event of any modifications, participants will be notified promptly and through the relevant channels.

2. REQUIREMENTS FOR PARTICIPANTS

Only participants who have registered by 2 October 2023 at 23:59 (CET) will be eligible to participate.

The requirements for participation are as follows:

- The project representative must complete the application form within a stipulated timeframe and submit it prior to the closing date of 30 September 2023.
- Each project submitted for consideration must nominate a person to act as the project's representative and as a point of contact between the Awards' organisation and the project.



- Only individuals aged 18 and above are eligible to participate in the competition. To verify their eligibility, they must show a valid form of ID.
- The personal details with which participants complete the registration form must be truthful and accurate, and IFEMA MADRID will not be held responsible if this is not the case.
- IFEMA MADRID employees, in addition to companies collaborating with or contracted by IFEMA MADRID to carry out this promotion, their employees and direct family members, are not eligible to participate in this Competition.
- Participation in this competition implies full acceptance of these Terms and Conditions, and any declaration of non-acceptance will therefore imply the exclusion of the participant and, consequently, IFEMA MADRID will be released from the fulfilment of the obligation contracted with said participant.

The organisers have the right, unilaterally and without prior notice, to disqualify any participant and their project submitted to the competition. This is especially applicable in cases where suspicions arise or where there is evidence attempts to cheat, manipulate and/or disrupt, directly or indirectly, the fair and lawful proceedings of the competition.

Upon registration, Participants must prove that they meet the aforementioned requirements. Proof of participation must be provided by submitting the relevant documentation in the participation application provided in the [registration form](#) available on the website

3. PROPOSAL REQUIREMENTS AND SUBMISSION

Proposals submitted by participants must meet the following requirements:

Each participant must submit a project related to the innovation proposal, including a detailed project report and summary presentation for the jury. Both documents must be submitted as a PDF.

The Proposals submitted must be original and must be free to use any ideas, images, contents or any other element incorporated in their presentation. The Participants will be responsible for any potential infringement of third-party rights, with the Organising Entity being absolved and indemnified.

The organisation reserves the right to declare the open call for submissions completely or partially null and void if it deems that none of the projects submitted meet the criteria.

By submitting the registration form and subsequently presenting and participating in the competition, you agree to the terms and conditions outlined herein. The Organisation reserves the right to terminate the process at any time and/or prior to, without any liability on its part. The Organisation will make every effort to ensure that any early cancellation has minimal impact on the participants, if at all. The Organisation accepts no liability for



any damages, losses, deterioration, theft, or delays that participants may experience due to their participation or enjoyment of the prize during the competition, unless such incidents are directly attributable to The Organisation. Furthermore, The Organisation will not be held responsible for any event that may be considered a *force majeure* or unforeseen circumstances, that may affect the competition's operations.

4. CRITERIA FOR SELECTING THE WINNERS

The Competition's winners will be determined by evaluation of their proposals by a jury consisting of two members from the GMC executive committee and three innovation experts. The Jury members should sign a declaration confirming that they are free of any conflicts of interest in relation to the finalist proposals.

The proposals submitted will be evaluated if the jury has previously verified that the requirements for participation in this Competition have been met. If the participation requirements have not been fulfilled, proposals will not be evaluated.

The evaluation criteria for accepted proposals shall be as follows:

- **Innovation** The project must provide a product or service that solves an existing problem in the transportation of people or goods or presents a fresh approach to the current way of conducting business. The innovative nature and quality of the proposed solution will be assessed, as well as its potential for application in different settings, beneficiary groups and geographical areas. **3 points**
- **Sustainability:** The project must consider sustainability from a material, economic, environmental, and corporate (ESG) perspective. In the case of a product, the most appropriate sustainable materials should be used, considering raw materials and recyclability. As a product or service, it should consider the social perspective by balancing opportunity, social equality, and environmental sustainability. **2 points**
- **Impact on the Mobility Ecosystem:** the proposal must be a step towards the mobility model of the future, considering the accessibility of the technologies and solutions used. **2 points**
- **Documentation submitted** the Annex requires the completion of basic information about the project, to which a report can be added. The report should be written in an informative, concise, and easy-to-understand way. **1 point**
- **Start-up deadlines** the project must already be under way at the time of submission. The device must be in the pilot stage or have been launched within the last three years. **1 point**
- **Scalability:** opportunities to expand the current business model and scale the solution to other companies, cities, or regions. **1 point**



After the proposals have been evaluated, the Jury will publish the results showing the score earned by each participant.

All Competition participants give their consent for the use of their personal data for the purposes of this competition. Where necessary, their name and surname may be disclosed on the social media platforms related to Global Mobility Call if they win the prize. The participants' personal data shall be processed in accordance with the ninth (9) provision on data protection outlined in these terms and conditions.

The jury will determine the winner in accordance with the stated criteria. The winner will be notified in accordance with the following section, and its decision will be final.

5. PRIZE AND AWARD CONDITIONS

The winner of this competition will be recognised by the GMC community, receive an award and have the opportunity to showcase their project at GMC'2024. A C-level representative of the winning project will attend the awards ceremony.

IFEMA MADRID reserves the right to exchange the prize for another of similar characteristics and equal value without prior notice to the winner.

The prize giving will take place during the Global Mobility Call and the winner will be notified well in advance so that they can attend. The decision of the jury shall be announced at the event and the winning company will be required to attend with its top representative to receive the award.

IFEMA MADRID will contact the winner via the contact person indicated in the registration form and, if applicable, other people detailed on the form. At the same time, we will request your details as well as a copy of your identification documents to formalise the administration of the prize.

If the winner cannot be reached before 15 October 2023, does not accept the prize or does not comply with any of the rules set out in these terms and conditions, IFEMA MADRID reserves the right to decide not to award the prize or to select a new winner using the same procedure as the first prize draw.

If all participants in the Competition fail to comply with the conditions of participation indicated, IFEMA MADRID reserves the right to decide that the prize will not be awarded. IFEMA MADRID will not be held responsible for any issues with potential packages, relegating this responsibility to the courier company. Once the prize has been sent, IFEMA MADRID shall not be liable in any way for the possible loss or deterioration of the prize by the courier service or for its malfunction, and the winner shall be obliged to assert the commercial guarantee to the manufacturer of the device itself. To this end, the winner must provide IFEMA MADRID, within 72 hours of being requested to do so, with all the personal and tax details requested, in addition to a photocopy of their ID card, to enable IFEMA MADRID to pay the withholding tax, otherwise the prize will be deemed to have been forfeited. Additionally, the ID card will be used to facilitate the identification of the winner and to verify data such as age and place of residence.



If it becomes evident that any of the participants do not comply with the requirements set out in the Terms and Conditions, or the data provided for participation are not valid, their participation will be considered null and void and they will be automatically excluded from the competition, losing all rights to the prizes awarded as part of this competition.

The prize awarded is personal and non-transferable, not subject to change, alteration or compensation at the request of the Participants, and cannot be exchanged for any other product or cash value.

A period of thirty calendar days from the date of the prize award is established for any reasoned claim.

6. WAIVER OF LIABILITY

By way of example, but not limitation, the Organiser accepts no responsibility for possible losses, theft, delays, or any other circumstance attributable to third parties that may affect the running of the competition, nor does it accept responsibility for the use made by the participant with as regards the prize obtained from this competition.

The Organisation shall not be held responsible for any force majeure or unforeseeable events that may impede the competitor prevent the full or partial enjoyment of the prize. In the event that the competition cannot take place due to detected fraud, technical errors, or any other reasons beyond the control of the Organisation that affect the normal holding of the competition, the Organisation shall not be held liable Likewise, the Organiser retains the right to cancel, alter or suspend it, publishing the notice on the participation webpage.

IFEMA MADRID will not assume any responsibility in the event that the proposal violates the rights of third parties in terms of intellectual, industrial or any other type of property, in any way, or if any dispute and/or litigation were to arise as a result of these violations.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The participants of each candidacy shall guarantee, under their sole responsibility, compliance with the obligations and responsibilities of Royal Legislative Decree 1/1996 of 12 April, approving the revised text regarding the Intellectual Property Law. The participants of the candidature therefore release the Organisation of the prize from any responsibility derived from the infringement of intellectual and industrial property and/or image rights that could be affected, assuming all the costs and consequences of any claim in the field of intellectual and industrial property and/or image that could be derived from the presentation to this competition during and even after the end of their participation.

Each Participant takes part in this Competition on a voluntary basis and does not imply any transfer of rights or licence to use the intellectual and industrial property rights, know-how, industrial secrets or similar rights existing prior to their participation or



generated externally to the Competition, in addition to the participation/proposal submitted.

The Organisers reserve the right to disseminate, free of charge to the Participant, the resolution of this competition and the personal details of the winning Participant in both internal and external media. The Participant accepts that they are not authorised to use the trademarks and logos of IFEMA MADRID [and the Organiser] other than those permitted in these terms and conditions.

The Participant accepts that they are not authorised or entitled to use the trademarks and logos of the fair or event in which this competition takes place, or those of IFEMA MADRID, other than those permitted in these terms and conditions.

The Organisation of the prize reserves the right to limit, in whole or in part, access to the prize by the candidate in the event of suspicion or actual knowledge that the participation of the interested party does not comply with that which is set forth in this section.

8. TRANSFER OF IMAGE RIGHTS

Pursuant to the provisions of Organic Law 1/1982 of 5 May on the civil protection of the right to honour, personal and family privacy and one's own image (hereinafter Organic Law 1/1982), the Participant authorises the Organisation to process their image obtained as a result of their participation in the Competition, whether during their submission to the competition, during the public event, selection of finalists, or if they are the winner. Additionally, the participant authorises the Organisation to capture, reproduce and disseminate their image via the channels of information, dissemination, communication and promotion, provided that they are linked to the event in which they are participating, using all the technical means and media currently known and those that may be developed in the future, with the sole limitation of any use that breaches their honour in the terms set out in Organic Law 1/1982, without time or geographical limitation and without receiving any compensation whatsoever.

9. DATA PROTECTION

In accordance with the General Data Protection Regulation (GDPR), IFEMA MADRID may process personal data provided for participation in this Competition for the sole purpose of managing the relationship between the involved parties and as stated in these terms and conditions, without any additional purposes.

The parties shall not communicate the aforementioned personal data that may be obtained to any third parties, unless such communication is required for the execution or management of the purpose of the agreement, guaranteeing compliance with the



applicable regulations. IFEMA MADRID shall not disclose personal data to third parties unless there is a legal obligation to do so.

The holders of personal data may exercise their rights of access, rectification, erasure, restriction of processing, objection and portability under the terms established in the applicable data protection regulations. These rights may be exercised by writing to the addresses of the parties set out in the heading including the reference "EXERCISE OF RIGHTS". They may also seek the protection of the Spanish Data Protection Agency (AEPD) and consult the Parties' privacy and security policy.

In accordance with current legislation on personal data protection, the processing of personal data provided to us by way of the Competition entry form will be governed by the following provisions:

1.1 Data controllers

IFEMA MADRID - Feria de Madrid (Q2873018B). Contact details for the Data Protection Officer: protecciondedatos@ifema.es

1.2 Purpose of the processing:

Management of the participation of the contestants in the competition and publication of the winner.

If you have given your express consent for commercial communications, IFEMA MADRID may periodically send them to you by electronic or equivalent means (such as telephone, SMS or instant messaging) to inform you of the activities, content and services provided by IFEMA MADRID, in addition to content from its sponsors and third-party companies related to the fairs.

1.3 Terms and conditions for participation

The Participant gives their explicit consent to participate in the Competition by submitting the [whatever is submitted] and consequently accepts these terms and conditions, and in turn declares that they understand that their personal data will be processed for the sole purpose of managing this participation.

Furthermore, the Participant undertakes to inform those responsible of any changes to their personal data to ensure that they are always up to date and that no errors are present. The Participant also declares that the data provided by him/her are accurate and truthful.

IFEMA MADRID undertakes to always process your personal data as confidential and in accordance with the purposes set out in this clause. It will adopt the technical and organisational measures necessary to guarantee the security of your data and prevent alteration, loss, unauthorised processing, or access, considering the state of technology, the nature of the data stored and the risks to which they are exposed, all in compliance with that which is set out in the Regulation.



Likewise, IFEMA MADRID may use the name and image of the participants in advertising or communications, both written and electronic, by any means of dissemination, regarding the Competition and its results, which it creates and undertakes to publicise the competition results. Participants may withdraw their consent for these purposes at any time

1.4 Storage of personal data

Participants' personal data will be stored for the time deemed necessary to manage the Competition. Once completed, the data will be deleted from IFEMA MADRID's databases, if it has been produced. If you have given your consent to receive commercial communications, your data will be retained until your consent is revoked.

If the value of the prize exceeds a legally determined value, the data belonging to the winners of this Competition will be kept for the purpose of complying with the legal obligations deriving from the awarding of prizes exceeding a certain value (income tax declaration, communication to official bodies, etc.).

1.5 Recipients

Participants' data will not be communicated to third parties, unless legally obliged to do so or required by an administrative and/or judicial authority. However, Participants are expressly informed that it may be necessary to provide the Jury and, where appropriate, possible collaborating entities identified in these terms and conditions, with data that are essential for the evaluation of the Proposals and the award outcome.

1.6 Rights of the interested parties

Likewise, upon submitting the application, the participant shall be informed of their rights to access, rectify, erase, cancel, object, limit processing, and data portability under data protection legislation. These rights may be exercised by sending a communication marked with "GMC INNOWINNER - GLOBAL MOBILITY CALL" to Avda. del Partenón, 5 (28042) Madrid, or via email protecciondedatos@ifema.es.

You can file a complaint with the Spanish Data Protection Agency via their website WWW.aepd.es.

10. TAX SYSTEM

Where appropriate, when required by the nature of the prize, as a condition for the prize to be awarded, the winner must sign a letter of acceptance of the prize, authorising IFEMA MADRID to make the corresponding withholding or payment on account on their behalf, as required by the applicable legal provisions.

To this end, the winner must provide IFEMA MADRID with all the personal and tax details requested within a maximum period of 24 hours of being requested to do so, in addition to a photocopy of their ID card, so that the organiser can make the payment of this



withholding, otherwise it will be understood that they renounce the prize. In addition, the DNI [National Identity Document] will be used to correctly identify all participants.

11. OTHER CONDITIONS

IFEMA MADRID accepts no responsibility for any unauthorised use by third parties of the videos, images or content that may be submitted by participants. IFEMA MADRID disclaims any liability arising from the inappropriate use of the products displayed or presented by third parties by way of copying, manipulation, redistribution, or any other form, in undesired environments or illicit links.

Likewise, IFEMA MADRID accepts no responsibility for the malfunctioning of the Internet, Facebook, social networks, or the services on which its website is hosted.

IFEMA MADRID shall not be held liable for any potential incidents on the social media platforms used for the Competition that could affect the Competition proceedings or the distribution of the prize.

The Organisers reserve the right to cancel the Competition if less than 5 participants have been registered by the stated start date.

The submissions call for this competition may be modified, interrupted and/or cancelled in justified circumstances. The Organisation retains the right to declare the competition null and void if the Organising Committee deems that no entry submitted meets the expected criteria.

The awards organisation reserves the right to reject entries that do not align with the essential principles of building a social ecosystem, including those founded on paralegal, illegal, or disreputable elements, or those that potentially pose legal risks. This information will be communicated to the participants by the same method as before, relieving The Organisation of any obligation or financial compensation to the participants.

12. INTERPRETATION AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND CANCELLATION OF THE COMPETITION

IFEMA MADRID has the authority to clarify and address any uncertainties arising from these Terms and Conditions and retains the right modify or add to it, as long as it does not harm the Competition participants. IFEMA MADRID will inform participants by email from the following addresses: ldelgado@ifema.es / gmc@ifema.es of any modifications made, and acceptance of these changes will be deemed by the participants.

IFEMA MADRID reserves the right to make any changes and to cancel this Competition without just cause.

13. PUBLICITY, APPLICABLE LEGISLATION AND COMPETENT JURISDICTION



These Terms and Conditions has been provided and posted on the [fair's website](#) with the necessary assurances.

These Rules are governed by Spanish legislation. Any related complaints should be sent, in writing, to Avenida del Partenón, 5 (28042) Madrid. In case of any disagreement in the implementation or understanding of these regulations, and with no settlement, all disputes will be subject to the jurisdiction and competence of the Judges and Courts of Madrid.

14. FINAL PROVISIONS

Participation in this Competition implies unconditional acceptance of and compliance with these Terms and Conditions, and any declaration of non-acceptance will imply the exclusion of the participant.

Any questions or information should be addressed to:

Leyre Delgado

ldelgado@ifema.es

IFEMA MADRID

In Madrid on 10 August of 2023