

## Terms and Conditions

### 2019 Duty of Care Awards Entry

#### 1. Definitions

*Applicant* – any organisation that submits a formal *Entry* in pursuit of a *Duty of Care Award*, as defined within this document.

*Entry* – a formal, written submission made by the *Applicant*, on the appropriate *Entry* forms which are hereby incorporated by reference, and are subject to these *Terms and Conditions*.

*Awards* – the *Duty of Care Awards*.

*Judging Panel* – a group of individuals, appointed by but independent from the International SOS Group of Companies and the ISF, to achieve entries, shortlist submissions, and select *Awards* winners.

*Finalist / Nominee* – any *Entry* that is shortlisted by the *Judging Panel*.

*Owner of the Awards* – Stichting International SOS, a registered public charitable institution organised under the laws of the Netherlands (“ISF”).

#### 2. Objective of the Duty of Care Awards

The Global *Duty of Care Awards* recognise and honour organisations and individuals with a proactive approach to travel risk management. The *Awards* recognise those who design, implement and improve processes and systems that mitigate travel, health and security risks and contribute to effectively protecting workers overseas.

#### 3. Awards Categories

There are seven categories of the *Awards*:

*i. Innovation* – this category recognises new and novel approaches to identifying, managing and mitigating risk, including utilising advancements in technology.

*ii. Remote Resilience* – this category recognises organisations that protect the health, security and safety of people working in challenging, extreme or remote environments.

**iii. Communications** – this category recognises effective communications campaigns or programmes that mitigate travel, health or security risk to mobile workers.

**iv. Belt and Road Initiative** – this category recognises organisations investing in the Belt and Road Initiative to help promote international relations, mobility and sustainability whilst ensuring a high quality standard of Duty of Care.

**v. Education** – this category recognises effective programmes that mitigate health, security and travel risks to students, faculty and others staff in the education sector.

**vi. Ambassador of Duty of Care** – this category recognises an individual who has made a significant impact in protecting the mobile workforce.

**vii. Sustainability** – this category recognises the role of Duty of Care and Travel Risk Management in an organisation's Corporate Social Responsibility and Sustainability programme.

#### **4. Call for Entries**

A *Call for Entries* to the *Duty of Care Awards* shall commence on Monday, 7th January 2019 and will be announced in one or more relevant leading publications, online through the *Awards* website, using social media, and through direct communications with potential *Applicants*. A period of four months will follow the *Call for Entries* in order to provide sufficient time for Applicants to prepare and submit an *Entry*.

#### **5. Participation**

An *Applicant* may enter up to two *Awards* categories, providing each submission reflects different initiatives, in line with the *Terms and Conditions* contained in this document.

Where an *Entry* is duplicated and submitted for more than one category, it shall only be considered for the first category in which it was received.

The *Judging Panel* has the right to reclassify *Entries* from one category to another at its discretion.

#### **6. Eligibility**

The *Duty of Care Awards* are open to all companies, institutions, non-government organisations as well as the government sector. The *Awards* are global in nature and open to all organisations whether operating in Americas, Europe, Africa & Middle East or Asia-Pacific.

Each *Entry* should cover one site, business unit, or organisation.

The initiative, activity, project or programme of work described within the *Entry* should have been implemented or operated within the period of 1st January 2018 - 21st December 2018.

From 1st January 2018 until submission of the *Entry*, *Applicants* must not have suffered any work-related fatalities; been subject to any prohibition notice, or received formal notice by a regulatory body to cease any or certain work activities; or have been the subject of any convictions with regard to health and safety at work. In addition, there must be no on-going criminal investigations or prosecutions pending in relation to the site, business unit or organisation submitting the *Entry*.

The *Judging Panel* holds the right to disqualify any *Entry* which does not meet the eligibility criteria.

The *Judging Panel* and *Owner of the Awards* retain the right to modify the eligibility criteria from time to time, with retrospective effect.

## **7. Receipt of Entries**

Submission of an *Entry* to the *Awards* will constitute acceptance of the *Terms and Conditions* contained within this document and a grant of non-exclusive, non-transferable, non-sublicensable right to use the *Applicant's* materials contained in the submission as necessary to conduct the *Awards*.

A person submitting the *Entry* on behalf of any other person or entity warrants that such person or entity has provided its approval for such submission and the use of any relevant materials as provided herein.

All *Entries* must be submitted in the English language.

*Entries* must be received by midnight GMT on Thursday, 30 April 2019. *Entries* received after this date may not be considered.

Any *Entry* that is deemed by the *Judging Panel* to be incomplete, incomprehensible, or received in any other format than the official *Entry* form may be disqualified.

Should it be found that information submitted within an *Entry* is incorrect, inaccurate or misleading the *Entry* will be removed from the *Awards* application process. The *Judging Panel* has the right to request further information, evidence or data to supplement or confirm submissions made during the application process. Where such a request is made and the *Applicant* does not provide further details, the *Entry* may be disqualified.

*Applicants* should not make any attempts to personally contact any members of the *Judging Panel* with reference to their involvement with the judging process. This will be viewed as an attempt to influence their impartiality and is not deemed as appropriate by the *Judging Panel* or the *Owners of the Awards*.

## 8. Consent

Any *Entry* constitutes the *Applicants* consent to the ISF using the name of the *Applicant* Company and each individual referenced in the *Entry* in conjunction with the International SOS Foundation's activities, and to use the materials submitted as outlined herein.

## 9. Entry Assessment

*Entries* received will be collated according to each *Awards* category for assessment by the *Judging Panel*.

The *Judging Panel* will assess all *Entries* received and nominate *Finalists* per category.

One Winner per category will be selected. The *Judging Panel* may decide to not award a Winner in any category.

The *Judging Panel's* decision is final and binding on all *Applicants*.

## 10. Confidentiality

As the purpose of the *Duty of Care Awards* is to promote and propagate best practices regarding the subject matter of the *Awards*, information submitted by an *Applicant* will be used for (i) the purposes of assessing the entries and (ii) placing information regarding the winning, runner up and other *Entries* on the International SOS Foundation's website.

The ISF shall notify the *Applicant* of its intention to post any specific materials provided by the *Applicant* on its website, and in the event that the *Applicant* requests that certain information therein be withheld or redacted, such request shall be addressed in good faith by the parties, if necessary by de-identifying such materials or as otherwise agreed. Subject to the provisions of this document, ownership of the materials submitted by *Applicants* shall remain with the *Applicant*.

The ISF may also repurpose entry materials submitted by *Applicants* for case study usage or educational purposes, provided in such event, (a) the ISF will give the *Applicant* prior notice, and allow the *Applicant* an opportunity to comment on such materials, and (b) attribute relevant materials to the *Applicant(s)* who have submitted the same.

## 11. General

Participation in these *Awards* is considered as acceptance of the *Terms and Conditions* contained within the document.

*Applicants* to the *Duty of Care Awards* understand and agree that application to the *Awards* does not entitle them to a prize or any other form of consideration.

*Applicant* acknowledges that “*Duty of Care*”, “*Duty of Care Summit & Awards*” and the “*International SOS Foundation*” are trademarks of the Stichting International SOS (“Marks”). Should *Applicant* be notified by the ISF that the use of the Marks does not comply with ISF’s guidelines for use of the Marks *Applicant* shall immediately desist from such use or remedy the use to the satisfaction of ISF. *Applicant* shall not use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any ISF Mark. All uses of ISF’s Marks and all goodwill associated therewith shall inure solely to the benefit of ISF and ISF retains all right, title and interest in and to its Marks.

Each party shall release and hold the other party harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, awards, penalties, fines, costs or expenses of whatever kind including reasonable attorney’s fees to the extent resulting from any claim, suit, action or proceeding arising out of or related to the Awards.

This *Agreement* is governed by and shall be construed in accordance with the laws of England and Wales and any legal suit, action or proceeding arising out of the *Awards* shall be instituted in the courts of London, England.

Each party agrees that electronic signatures of the parties included in this *Agreement* are intended to authenticate this writing and to have the same force and effect as manual signatures.