

# Menzies Aviation plc MORSE Wellbeing competition – Terms and Conditions (November 2021)

## 1. THE COMPANY

The Company is: Menzies Aviation plc with company number 02961404 and its registered office at MW1 Building 557, Shoreham Road, London Heathrow Airport, Middlesex TW6 3RT, United Kingdom

## 2. THE COMPETITION

### 2.1

The title of the competition is Morse Month 2021 – Wellbeing Competition (the “Competition”).

### 2.2

The Competition offer is described below and more fully in the other provisions of these terms and conditions

- Submit a written description which highlights the actions taken to focus on personal and/or team wellbeing
- The Company will send a Fit bit to the top 5 entries received, based on engagement and activity.
- The winners will be selected by a panel of judges.

## 3. HOW TO ENTER

### 3.1

The Competition will run on the date on which the Competition is announced (15<sup>th</sup> November 2021) to employees (the “**Opening Date**”) and will close on 26<sup>th</sup> November (the “**Closing Date**”) Note: it may be necessary to extend the deadline date and the Company has the right to do this and will communicate that (if required) accordingly.

### 3.2

All Competition entries must be submitted via the online form which is available on the We are Menzies website. All Competition entries received after the Closing Date (or the amended Closing Date by means of any extension in accordance with paragraph 3.1 above) are automatically disqualified.

### 3.3

To enter the Competition:

**(a)** Complete the online form by clicking the link or scanning the QR code on the Morse Month Wellbeing pages.

### 3.4

The Company will **not** accept responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or

software failure of any kind.

### **3.5**

By submitting a Competition entry, you are agreeing to be bound by these terms and conditions.

### **3.6**

The Competition entries will be judged by a panel comprised of Menzies Aviation plc Wellbeing Forum members. The outcome of the panel voting will be final.

## **4. ELIGIBILITY**

### **4.1**

The Competition is only open to employees of the Company and the Company's Group.

For the purpose of these terms and conditions, "Group" shall mean in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

### **4.2**

In entering the Competition, you confirm that you are eligible to do so and eligible to claim the prize.

### **4.3**

The Company will not accept Competition entries that are:

**(a)** completed by third parties

**(b)** incomplete.

### **4.4**

There is no limit of entries per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

### **4.5**

The Company reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize Competition.

### **4.6**

Competition entries cannot be returned.

## **5. THE PRIZE**

### **5.1**

The winners will receive a Fit Bit.

## **6. WINNER ANNOUNCEMENT**

### **6.1**

The winners of the Competition from time to time will be contacted personally as soon as practicable after the decision, using the telephone number or email address provided with the Competition entry. The Company will not amend any contact information once the Competition entry form has been submitted. By entering this competition, you consent to the Company announcing the winners of the Competition publicly at its discretion.

## **7. CLAIMING THE PRIZE**

### **7.1**

Please allow up to one month from the date of notification of winning the Competition for the prize to be sent to you.

### **7.2**

The prize may not be claimed by a third party on your behalf.

## **8. LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Company, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage occurring as a result of taking up the prize except where it is caused by the negligence of the Company, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **9. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

### **9.1**

All winning Competition entries and any accompanying material submitted to the Company will become the property of the Company.

## **9.2**

By submitting your Competition entry and any accompanying material, you agree to:

- (a)** assign to the Company all your intellectual property rights with full title guarantee; and
- (b)** waive all moral rights,

in and to your Competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

## **9.3**

You agree that the Company may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition. You agree to grant the Company a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.

## **10. DATA PROTECTION AND PUBLICITY**

### **10.1**

If you are the winner of the Competition, you agree that the Company may use your name, image and location of employment and details of the image to announce the winner of this Competition and for any other reasonable and related promotional purposes.

### **10.2**

You further agree to participate in any reasonable publicity required by the Company.

### **10.3**

By entering the Competition, you agree that any personal information provided by you with the Competition entry may be held and used only by the Company or its agents and suppliers to administer the Competition.

## **11. GENERAL**

### **11.1**

If there is any reason to believe that there has been a breach of these terms and conditions, the Company may, at its sole discretion, reserve the right to exclude you from participating in the Competition.

## **11.2**

The Company reserves the right to hold void, suspend, cancel, or amend the prize Competition where it becomes necessary to do so.

## **11.3**

These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.