

# Terms and Conditions

## 2018 Duty of Care Award 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*

*Jury / Judging Panel* – a group of individuals, appointed by but independent of the International SOS Group of Companies and the ISF, to evaluate entries, shortlist submissions, and select *Award* winners.

*Finalist / Nominee* – Any *Entry* that is shortlisted by the *Jury*.

*Owner of the Awards* – *Stichting International SOS*, a registered public charitable institution organized 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. Award Categories

There are nine categories of *Awards*:

- i. ***Innovation*** – recognising new and novel approaches to identifying, managing and mitigating risk, including utilising advancements in technology.
- ii. ***Resilient Care*** – developing organisational robustness to protect the health, security and safety of people working in challenging, extreme or remote environments.
- iii. ***Communications*** – effective communications campaigns or programmes that mitigate travel, health or security risk to mobile workers.
- iv. ***Thought leadership*** - recognises the best survey, research or analysis to better understand or mitigate risks linked to working abroad.
- v. ***Education*** – recognises effective programs that mitigate health, security and travel risks to students, faculty and others staff in the education sector.
- vi. ***Remote Healthcare*** – recognising healthcare initiatives that prevent or reduce accidents, illness and injuries and achieve good clinical outcomes in challenging or remote locations.
- vii. ***Aviation*** – recognises leading general and commercial aviation organizations that demonstrate best practice in protecting the health, security and safety of passengers and employees while travelling in the air or at their destination.

- viii. **Ambassador for Duty of Care** – an individual who has made a significant impact in protecting people travelling and working abroad.
- ix. **Sustainability** – recognises the role of Duty of Care and Travel Risk Management in an organization's Corporate Social Responsibility or Sustainability initiative in health, safety or security.

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

A Call for *Entries* to the *Duty of Care Awards* shall commence on Thursday 4<sup>th</sup> December 2018 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 not less than two 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 Jury 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 the Americas, Europe, Africa & Middle East or Asia-Pacific.

Each *Entry* should cover one site, business unit, or organization, except in the category *Partnership* where collaboration between two or more organizations or business units is expected.

The initiative, activity, project or programme of work described within the *Entry* should have been implemented or operated within the period 1<sup>st</sup> January 2017 – 31<sup>st</sup> December 2017.

From 1<sup>st</sup> January 2017 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 ongoing criminal investigations or prosecutions pending in relation to the site, business unit or organisation submitting the *Entry*.

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

The *Jury* 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 a 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 other 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 Friday 9<sup>th</sup> March 2018. *Entries* received after this date may not be considered.

Any *Entry* that is deemed by the *Jury* 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 *Jury* 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 *Jury* 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 *Jury* or the *Owners of the Awards*. **8. Consent**

An *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 Foundation's activities, and to use the materials submitted as outlined herein.

## **9. Entry assessment**

*Entries* received will be collated according to each *Award* category for assessment by the *Jury*.

The *Jury* will assess all *Entries* received and nominate up to five Finalists per category.

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

The *Jury'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 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 that 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 this 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.

The decisions of the *Jury* are final and binding on all *Applicants* and *Nominees*.

*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 its 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 the 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.