

Menzies Aviation plc

The MORSE Challenge – Unlock the Code

Terms and Conditions (July 2021)

1. THE COMPANY

The Company is: Menzies Aviation plc with company number 02961404 and its registered office at 2 Lochside Ave, Edinburgh EH12 9DJ

2. (Gamification) The MORSE Challenge – Unlock the code

2.1

The title of the gamification platform is The MORSE Challenge – Unlock the code.

2.2

The MORSE Challenge – Unlock the code is described below and more fully in the other provisions of these terms and conditions.

- The MORSE Challenge – Unlock the code gamification quiz platform is open to be played by all employees in the company
- The Company will create gamification quizzes each quarter (usually 3) with an award of a UK voucher equivalent to the sum of £50 (GBP Sterling) for each quiz in each geographical region (x 4) This will equate to an aggregate total prize fund of £600 = 4 x 150).
- The winners will be selected using the leaderboards contained within the platform. The leaderboard shows the person's name, location and fastest time.
- One person can only win one award in the quarterly quizzes. (e.g. John Smith tops both Safety and Security quiz leaderboards with the fastest times but he will only be awarded £50)
- In the example given above the second placed time will receive the £50 award. This methodology will continue where applicable – third, fourth, fifth etc

3. HOW TO ENTER

3.1

The MORSE Challenge – Unlock the code will run for a month detailed in the applicable communication – usually 'Spotlight on MORSE' Note: it may be necessary to extend or reduce dates from which it runs and Menzies Aviation has the right to do this and will communicate that (if required) accordingly.

3.2

All quizzes received after the Closing Date (including any extension or reduction – see 3.1) are automatically disqualified. Note: The parameters for the opening date and closing date can be selected within the CMS of the platform.

3.3

To play The MORSE Challenge – Unlock the code:

(a) Access the platform via the links provided in communications or by logging into 'wearemenzies'. Once in the platform the employee will need to register to create an account and login to play the games. Instructions are provided.

3.4

The Company will **not** accept responsibility for registrations that are not completed correctly with all required information. Menzies Aviation will not hold responsibility for any technical malfunction, systems, network, server, computer hardware or software failure of any kind

3.5

By registering and logging in, you are agreeing to be bound by these terms and conditions.

3.6

The awards set out in 2.2 will be completed and communicated by group risk and any decision will be final.

4. ELIGIBILITY

4.1

The MORSE Challenge – Unlock the code will be only open to employees of the Company

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 playing The MORSE Challenge – Unlock the code, you confirm that you are eligible to do so and eligible to claim the prize.

4.3

The Company will not accept The MORSE Challenge – Unlock the code entries that are:

- (a)** automatically generated by computer;
- (b)** completed by third parties or in bulk;
- (c)** illegible, have been altered, reconstructed, forged or tampered with;
- (d)** incomplete.

4.4

There is no limit of quizzes played 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 MORSE Challenge – Unlock the code.

5. THE AWARDS

5.1

The awards (as detailed in 2.2) will be provided to the respective regional SVP/VP to procure vouchers at their discretion to ensure it will be usable in their country of origin. This cost will be re-charged to the central group risk budget.

6. WINNER ANNOUNCEMENTS

6.1

The winners of The MORSE Challenge – Unlock the code 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 CMS system. By entering this competition, you consent to the Company announcing the winners The MORSE Challenge – Unlock the code publicly at its discretion.

7. CLAIMING THE PRIZE

7.1

Please allow for delivery of the award up to one month from the date of notification of winning The MORSE Challenge – Unlock the code

7.2

The award 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 winner 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 The MORSE Challenge – Unlock the code AND INTELLECTUAL PROPERTY RIGHTS

9.1

All winning The MORSE Challenge – Unlock the code quiz entries and any accompanying material submitted to the Company will become the property of the Company.

9.2

By playing The MORSE Challenge – Unlock the code 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,

The MORSE Challenge – Unlock the code and anything in connection with your game play 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 awards available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of The MORSE Challenge – Unlock the code. You agree to grant the Company a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in 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 a winner of The MORSE Challenge – Unlock the code, 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 playing The MORSE Challenge – Unlock the code, you agree that any personal information provided by you may be held and used only by the Company or its agents and suppliers. "I consent to Menzies using my personal information provided on the account set up page of The MORSE Challenge.

I am aware that I may withdraw my consent at any time by clicking on the [following link] and as a result will lose the ability to use the application.

The information you share shall not be shared with third parties and is for the sole purpose of allowing you to use The MORSE Challenge application. Your information may be captured and presented within the leader boards, demonstrating your efforts and achievements. Should you have any questions regarding this statement or how we process your personal data then please contact dataprotection@menziesaviation.com

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 playing The MORSE Challenge – Unlock the code

11.2

The Company reserves the right to hold void, suspend, cancel, or amend The MORSE Challenge – Unlock the code 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.