

# AQUILA CAPITAL TRANSFORMATION AWARD

## SOLVING THE CLIMATE CRISIS THROUGH INNOVATION



## TERMS

08.07.2022

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### 1. The Research Award

- 1.1 Aquila Capital Holding GmbH (“**Aquila**”), headquartered in Hamburg, organizes a research competition award named “Aquila Capital Transformation Award” with the sub-heading “Solving the Climate Crisis through Innovation” (“**Award**”) which is aimed at promoting young researchers. The Award will be organized every year with a topic specific focus named in the sub-heading.
- 1.2 The award consists of a cash prize of EUR 20,000 (Euros twenty thousand) which will be awarded to the author, as specified in clause 3, of the winning research paper on Solving the Climate Crisis through Innovation (each such paper a “**Paper**”). The following provisions set out the terms and process regarding the granting of the Award (the “**Terms**”).

### 2. Sponsor

The sponsor, Aquila Capital Holding GmbH, oversees the overall organization and execution of the Award in accordance with clause 4.

### 3. Applicant

Each party submitting a Paper is an applicant (the “**Applicant**”). Each Applicant must be the lead author with full copyright and ownership of his or her Paper even if several authors (co-authors) have worked on, and are listed as co-authors in, the Paper. The individual Applicant represents his or her submitted Paper, as the prize is awarded to one single individual. Aquila expressly accepts no responsibility or liability for the internal sharing between co-authors of any prize money as Aquila is awarding the award and any connected cash prize only to the winning Applicant who must be the sole or lead author.

### 4. Prerequisites and Eligibility Criteria

- 4.1 The Award competition is open to Applicants worldwide who are academically at least in a PhD research position at a university or research institution. The following persons are ineligible as Applicants:
  - (a) employees, associates, directors or agents of Aquila or its subsidiary companies;
  - (b) senior academic staff such as professors or deans of faculties, universities or research institutions; and
  - (c) direct ascendants, direct descendants, siblings, spouses or partners of the persons listed in (a) above.
- 4.2 Aquila will not accept any Paper that:
  - (a) is authored by an ineligible person;
  - (b) is not written in English;
  - (c) is not published;
  - (d) is submitted after the Closing Date (as defined under clause 5.1 below);
  - (e) is not original, i.e., was not independently conceived by its author (plagiarism);
  - (f) includes material inaccuracies which are misleading as to the Applicant’s compliance with the eligibility criteria in clause 4.1;
  - (g) has been completed on behalf of a company, partnership or corporate entity;
  - (h) has been drafted by a third party other than the Applicant.



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- 4.3 No Applicant is allowed to submit more than one application to the Award.
- 4.4 Aquila may require the Applicant to provide proof that the Applicant is eligible to enter the Award competition.

### 5. How to submit a paper

- 5.1 The Award's application submission period will run from 00:00 AM (CET) on 12.07.2022 (the "**Opening Date**") to 12:00 PM (CET) on 31.10.2022 (the "**Closing Date**") inclusive.
- 5.2 All Award submissions must be received by Aquila in accordance with clause 5.1 by the Closing Date. Any competition applications received after the Closing Date will not be accepted.
- 5.3 To enter a submission the Applicant must:
  - (a) Visit the website <https://www.aquila-capital.de/en/about-us/transformation-award> (the "**Award Competition Website**") to fill out (or download) the application form on the website and the declaration of consent.
  - (b) Submit the Paper through the application form on the website or via the email-Address: [award.submission@aquila-capital.com](mailto:award.submission@aquila-capital.com) (the "Award Application Email-Address") (which can be found also on the Award Competition Website) in Adobe PDF format, together with the following documents (the "Application Documents") by the Closing Date:
    - (I) a completed application form, if submitted by PDF format signed by the Applicant confirming that the Applicant has read, understood, and agrees to be bound by these Terms;
    - (II) a colour photograph of the Applicant in JPEG, PNG or PDF format;
    - (III) a tabular curriculum vitae of the Applicant, no more than one page;
    - (IV) a letter of recommendation by the Applicant's university or research institution;
    - (V) evidence of the Applicant's position at his or her university or research institution.

as well as

- (VI) if granted, a signed and completed declaration of consent of the Applicant (see clause 5.4).

Once the Applicant has submitted his or her Paper and Application Documents via the Website or to the Award Application Email-Address the Applicant will receive confirmation of safe receipt by return email, provided that the submission has been entered before the Closing Date.

- 5.4 Aquila would further like to store and use the data provided by an Applicant for purposes not directly related to the Award, for example recruitment purposes. For such processing of your personal data, please sign the separate consent form, which is available on the Award Competition Website [here](#). The consent is voluntary and can be revoked at any time with effect for the future.

### 6. Representations and commitments of the entrants

- 6.1 By submitting the Application Documents under clause 5, each Applicant:
  - (a) enters the Award competition;
  - (b) accepts to act at all times in compliance with these Terms; and
  - (c) represents to be eligible under clause 4 and, as the case may be, to be eligible to claim the prize under clause 9.

### 7. Determinations of the Research Award winners

- 7.1 The submitted Papers will be reviewed by a panel of an independent selection committee.
- 7.2 The prize winner will be selected by, and at the sole discretion of, the selection committee. Key evaluation criteria amongst others are whether the submitted Paper is:
  - (a) relevant and impactful insight related to the topic of Solving the Climate Crisis through Innovation
  - (b) innovative and solution orientated proposal,
  - (c) fact-based and clear line of written argument; and
  - (d) economically feasible, scalable and applicable concept.

The decision of the selection committee will be discretionary and final. No correspondence or discussions will be entered into with Applicants.

- 7.3 The selection committee will select, and short-list Applicants based on the key criteria in clause 7.2 and select a winner from such short-list. The short-list will not be disclosed to the Applicants.



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### 8. The prize

- 8.1 The cash prize consists of EUR 20,000 (Euros twenty thousand) (the “**Cash Prize**”) which will be awarded to the winning Paper.
- 8.2 The Cash Prize will be paid in full to the Applicant who submitted the winning Paper to the Award Email-Address.
- 8.3 The Cash Prize is non-negotiable. The relevant Applicant receiving the Cash Prize shall be solely responsible for any applicable taxes. The Applicant receiving the Cash Prize is responsible for the availability of a bank account with a reputable bank to which Aquila can, subject to applicable sanctions regimes or applicable restrictions, pay the Cash Prize free of charge. Bank and transfer fees (if any) must be borne by the Applicant receiving the Cash Prize.

### 9. Claiming the prize

- 9.1 Aquila will contact the respective winners personally as soon as practicable after the Closing Date, using the telephone number or email address provided within the Application Documents.
- 9.2 In order to claim the Cash Prize the winning Applicant must respond to Aquila’s notification that he or she is the winner by telephone or by email and comply with all identity checks within fourteen (14) days of receiving such notification. If the Applicant so notified does not comply with such identity checks, Aquila may decide to withdraw his or her prize and to offer the Cash Prize to the short-listed Applicant which based on the key criteria and the process set forth in clause 7 ranked second to the defaulting Applicant.
- 9.3 Aquila will make all reasonable efforts to contact the winning Applicant. If any winning Applicant cannot be contacted or is not available or has not responded in the time and manner provided in clause 9.2, Aquila may decide to withdraw his or her prize and to offer the Cash Prize to the short-listed Applicant which based on the key criteria and the process set forth in clause 7 ranked second to the defaulting Applicant.
- 9.4 Aquila does not accept any responsibility if the Applicant is unable to collect or accept the Cash Prize.

### 10. Winner announcement and prize ceremony, promotion of winning Papers

- 10.1 The winner will be formally announced through a press release with the selection committee at the end of the year 2022. Further details will be communicated with the winner after the Closing Date. Attendance for a potential award ceremony is mandatory for the winner.
- 10.2 The prizes will be presented to the respective winning Applicant in the form of a symbolic prize at the award ceremony.
- 10.3 After the winner announcement Aquila might hold promotional events for its clients in connection with the subject matter of the winning Paper. During a period of twelve (12) months following the winner announcement the winning Applicant will make himself or herself available upon reasonable request to attend a reasonable amount of such events. Aquila will reimburse any expenses of the respective Applicant in connection with his or her attendance.
- 10.4 Clause 12 notwithstanding, the Applicant of the winning Paper grants Aquila an irrevocable, fully sub-licensable, worldwide, royalty-free and non-exclusive licence for a period of twenty-four (24) months after the award ceremony to reproduce, publish (on media owned and controlled by Aquila and/or third parties) and publicly display the submitted Paper in whole or in part.

### 11. Limitation of liability

- 11.1 To the extent permitted by law, Aquila will not in any circumstances be liable to compensate any Applicant or third parties for any and all losses, expenses or claims arising as a result of this competition, except if caused by Aquila’s gross negligence or wilful misconduct.
- 11.2 Aquila will not accept liability for Papers that it has not received, regardless of the cause, in full and on time, in particular because they are lost, corrupted or delayed in being emailed including, for example, as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind.
- 11.3 The Applicant acknowledges that he or she are solely responsible for the content of his or her Paper and the consequences of his or her Paper being published by Aquila and/or any third party with whom Aquila wishes to share their Paper via any media in any form. The Applicant will, to the extent required, fully indemnify Aquila against any liability in connection with his or her Paper, its disclosure and/or publication by Aquila.



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#### 12. Ownership intellectual property rights

- 12.1 Aquila does not claim any ownership in the submitted Papers.
- 12.2 By submitting a Paper through the Award Application Email-Address or application form, each Applicant grants Aquila an irrevocable, fully sub-licensable, worldwide, royalty-free and non-exclusive licence for the full duration of the Award competition to any intellectual property rights in the submitted Paper, including the rights to use, distribute, reproduce, modify, adapt, publish (on media owned and controlled by Aquila and/or third parties), translate and publicly display the submitted Paper in whole or in part, and to incorporate such Paper into other works in any format or medium now known or later developed for any and all commercial or non-commercial purposes.
- 12.3 By submitting a Paper through the Award Application Email-Address, the Applicant warrants and represents that he or she owns or otherwise controls all of the rights to the submitted Paper including, but not limited to, all the rights necessary for them to provide, upload or submit the Paper. To the extent that the submitted Paper contains images, photographs, pictures or graphical representations in whole or in part ("**Images**"), the Applicant warrants and represents that (a) he or she is the copyright owner of such Images, or that the copyright owner of such Images has granted permission to him or her to use such Images, (b) he or she has the rights necessary to grant the licenses and sub-licenses described in these Terms, and (c) that each person depicted in such Images, if any, has provided any required consent to the use of the Images. The Applicant will, to the extent required, fully indemnify Aquila against any liability arising out of a breach of this *clause*.
- 12.4 Aquila reserves the right to access, disclose and use any information in the Paper that the Applicant submits without prior notice to the Applicant, and to review and edit such Paper as appropriate.
- 12.5 Aquila is under no obligation to post or use any Paper submitted.

#### 13. Data protection and publicity

- 13.1 For the purposes of administering the Award competition, Aquila may process and disclose the already published Paper to third parties involved in the Award.
- 13.2 Details of the data usage by Aquila are contained in the separate data protection information, which is available on the Award Competition Website: <https://www.aquila-capital.de/en/about-us/transformation-award>.

#### 14. General

- 14.1 If there is any reason to believe that there has been a breach of these Terms, Aquila may, at its sole discretion, exclude the Applicant from participating in the competition or withdraw their Cash Prize.
- 14.2 Aquila reserves all rights to cancel or suspend the competition or withhold or substitute the prize with a prize of equal or greater value at its absolute discretion.
- 14.3 These Terms shall be governed by German law, and all disputes regarding the competition shall be submitted to German courts.
- 14.4 For the avoidance of doubt, participation in the Award and acceptance of the Cash Prize in connection with the Award competition will not establish an employment relationship between the respective Applicant and Aquila.