

Call for Innovations: Soaring Higher – Elevate the Guest Journey
Supported by the Aerospace Innovation Hub

Terms and Conditions

These Terms and Conditions govern the “Call for Innovations: Soaring Higher – Elevate the Guest Journey Supported by the Aerospace Innovation Hub” (the “**Call for Innovations**”) and by submitting your application to the Call for Innovations you – the start-up or small-medium enterprise (SME) (the “**Applicant**”) agree to be bound by these Terms and Conditions.

Overview

The Call for Innovations is jointly organized by WestJet, an Alberta Partnership. (“**WestJet**”), The Calgary Airport Authority (“**YYC**”), and UTI Limited Partnership, by its general partner, University Technologies International Inc., through its Aerospace Innovation Hub (“**Innovate Calgary**”, together with WestJet, and YYC, each individually an “Organizer” and collectively, or any one Organizer, the “Organizers”) invites innovative start-ups and SMEs to develop and propose solutions that enhance the guest experience in the aviation sector.

Eligibility Criteria

1. The Call for Innovations is open to all start-ups and SMEs that meet the following criteria:
 - (a) comply with these Terms and Conditions;
 - (b) has fewer than one hundred (100) employees and an annual revenue not exceeding one million Canadian dollars (CDN\$1,000,000); and
 - (c) its employees who are involved in the Call for Innovations must be, at minimum, eighteen (18) years old.
2. A group of start-ups and/or SMEs may submit an application however a lead applicant must be designated in the application and each start-up and SME of the group is required to comply with these Terms and Conditions. Further, it is the responsibility of the group of start-ups and/or SMEs to manage any matters relating to intellectual property as between them. The Organizers take no responsibility or liability as to the management of matters relating to intellectual property as between the start-ups and SMEs submitting an application as a group.
3. The following are not eligible to submit applications: (i) individuals and (ii) employees or contractors, whether an individual or a company, and immediate family members of employees or contractors, of WestJet, YYC, or Innovate Calgary.

Registration and Submission of Applications

1. Applicants must submit their applications through the official application portal located at the Innovate Calgary website [<https://innovatecalgary.com/news/soaring-higher>]. The application must be received by the Organizers on or before April 25, 2025, at 23.59 PM (midnight GMT-8) Mountain Daylight Time.

2. The application must clearly present the solution's merits and provide enough information to enable the Panel (described below) to evaluate the application according to the assessment criteria set out at “Selection Framework” [<https://innovatecalgary.com/news/soaring-higher>] (the “**Assessment Criteria**”) and must comply with all applicable local, national, and international laws, regulations, and standards.
3. Each application must be accurate and contain all required information. Incomplete or late applications may not be considered. The Organizers accept no responsibility for any late, lost, or misdirected applications including, but not limited to, due to the failure of any electronic or telecommunication systems and/or network disruption or congestion.
4. The submission of an application does not guarantee you the opportunity to be considered in the Call for Innovations if the application does not comply with the eligibility criteria or other requirements set out in these Terms and Conditions. The Organizers reserve the right, in their sole discretion, to reject or refuse an application without providing a reason.
5. Applicants may be required by the Organizers to provide further information and shall do so within the timeframe specified by the Organizers. If the Applicant does not provide such information within the timeframe specified by the Organizers then the Applicant will be deemed to have withdrawn their application from the Call for Innovations.
6. The official language of the Call for Innovations is English. All Call for Innovations matters, including applications and other correspondence must be submitted in English.
7. As part of the application process for the Call for Innovations, start-ups and SMEs may disclose personal information which may constitute “**Personal Information**” for the purposes of the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”) and/or Personal Information Protection Act (Alberta). Each Applicant represents and warrants that it is duly authorized to share the Personal Information included in their application and is deemed to have consented to the Organizers’ processing of such Personal Information for the purposes of administering and conducting the Call for Innovations.
8. Each Applicant represents and warrants that by submission of their application: (i) they meet all eligibility requirements of the Call for Innovations; (ii) they have complied with and will comply in all respects with these Terms and Conditions, and all applicable laws, regulations, and standards; and (iii) the information they have provided is true, accurate, and complete in all respects. Any breach by the Applicant of the foregoing representations and warranties may result in the Applicant’s immediate elimination from the Call for Innovations.
9. Applicants may submit more than one application provided that the solutions in the applications are sufficiently distinct, which shall be determined by the Organizers in their sole discretion. If the Organizers determine that the solutions are not sufficiently distinct, then the Organizers reserve to the right not to consider any or all applications submitted by such Applicant.

Judging

1. Applications that meet the Assessment Criteria and comply with these Terms and Conditions will be sent by the Organizers to a panel of judges (“**The Panel**”), who will review each application based on the Assessment Criteria and who will shortlist up to ten (10) Applicants. These shortlisted Applicants will be invited to pitch their solution to the Panel virtually and the Panel will then select up to three

- (3) winners (the “**Winner(s)**”). All notifications of the foregoing will be sent to the e-mail address provided in the application form.
2. The Organizers have the sole discretion to make decisions in all matters relating to the Call for Innovations, including, but not limited to, eligibility of the Applicants, shortlisting the Applicants, and selecting the Winner(s). Such decisions will be final and the Organizers have no obligation to reply to queries or correspondence in connection with those decisions. Further, the Organizers are not obligated to select Winner(s) if none of the applications meet the Assessment Criteria, which will be in the Organizers’ sole discretion.

Award

1. Subject to these Terms and Conditions, the Winner(s) will receive an invitation to join the Aviation Pioneers Program (the “**Program**”) from August 4, 2025, to February 12, 2026 (the “**Program Period**”). The Program will include the following:
- (a) complimentary hub membership at Innovate Calgary’s Aerospace Innovation Hub;
 - (b) mentorship from WestJet, YYC, and Innovate Calgary subject matter experts;
 - (c) access to operational facilities and data at WestJet and YYC for solution testing and validation; and
 - (d) introductions to potential customers, investors, and industry partners
- (the “**Award**”)
2. The Organizers reserve the right, in their sole discretion, to substitute the Award, or portion of the Award, for an Award of similar nature.
3. The Winner(s) will not receive any cash award or other financial award. For certainty, any costs incurred by the Winner(s) for prototyping, testing, validating, or refining their solution during the Program and any other costs in relation thereto, including, but not limited to, cost of office, employee compensation, benefits, business development expenses, materials, equipment, travel, and/or accommodation shall, as between the Organizers and the Winner(s), be borne solely by the Winner(s).
4. The Winner(s) acknowledge and agree that the Award is provided "as is" without warranties, conditions or representations of any kind, and the Organizers expressly disclaim, to the fullest extent permitted by applicable law, any warranty or condition, express or implied, statutory or otherwise, whether arising from trade or course of dealing, including, without limitation, any warranty that the Award (i) shall correspond with a particular description, (ii) is of merchantable quality, (iii) is fit for a particular purpose, or (iv) is durable for a reasonable period of time.
5. No assignment or transfer of the Award by the Winner(s) is permitted.
6. If a Winner cannot be reached for more than one (1) month after the first attempt to reach them was made or is unable to accept the Award or any portion of the Award, the Organizers shall have no further obligation to provide such Winner with the Award, or any portion of the Award, as applicable.

Requirements to Receive the Award

1. To receive the Award and to continue to be entitled to receive the Award, the Winner(s) must:

- (a) be duly incorporated in Canada, or a province or territory in Canada, and organized and validly subsisting under the laws of Canada, or a province or territory in Canada within one (1) month of being selected as a Winner;
- (b) designate at minimum one (1) employee who will attend all meetings, workshops, and events in Calgary, Alberta, in person, during the Program Period, including, but not limited to, kick-off meetings, mentorship sessions, prototype testing trial sessions, demo days, and investor presentations and such employee must be a Canadian citizen, a permanent resident of Canada, or be legally permitted to work in Canada during the Program Period;
- (c) participate in publicity relating to the Call for Innovations or the Program, as reasonably requested by the Organizers;
- (d) grant to the Organizers a non-exclusive, non-transferable, non-sublicensable right and license to use the Winner's trade names, logo designs, trademarks, and domain names during the Program Period;
- (e) request its employees involved in the Call for Innovations or the Program to sign a consent and release to be provided by the Organizers (i) consenting to the Organizers including such employee in photographs, video and/or audio recording, print and/or other similar material (the "**Materials**") and to the use and distribution of the Materials, and any copies, for advertising, trade or educational purposes in any Organizers publications, broadcast or other media and (ii) release the Organizers from all liability in connection with the usage of any of the Materials and from any and all claims which they may have against the Organizers for invasion of privacy, defamation, copyright, performance fees, royalty payments, or any other cause of action arising in connection with the usage of any of the Materials;
- (f) sign a Hub Membership Agreement with Innovate Calgary to become a member of the Aerospace Innovation Hub;
- (g) agree to execute a non-disclosure agreement ("**NDA**") with WestJet prior to accessing any data or detailed discussions on WestJet operations; and
- (h) agree to execute an NDA with YYC.

If the foregoing requirements are not met then the Organizers have no obligation to provide a Winner with the Award.

Intellectual Property

1. Any technical information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, software, designs, drawings, or data, and including, without limitation, trademarks, patents, and industrial design (the "**Intellectual Property**") developed by an Applicant shall, as between the Applicant and the Organizers, be owned by the Applicant, unless otherwise agreed by the Applicant in writing.
2. WestJet, YYC and Innovate Calgary shall not use the Intellectual Property of any Applicant for internal research or evaluation purposes or for commercial purposes unless WestJet, YYC, and/or Innovate Calgary, as applicable, has negotiated and concluded an agreement to license or sell or assign such Intellectual Property with such Applicant. For certainty, the foregoing shall apply to Applicant(s) who are Winner(s). WestJet, YYC, and Innovate Calgary acknowledge and agree that an Applicant, and for certainty including an Applicant who is a Winner, has no obligation to agree to such a license, or sale or assignment to its Intellectual Property and may grant exclusive or non-exclusive licenses to others or sell or assign all or part of the rights in the Intellectual Property to third parties.
3. If an Applicant includes Intellectual Property as part of its application or if an Applicant who is a Winner uses Intellectual Property in the Program then it is representing and warranting that (i) it has right, title, and interest to such Intellectual Property or a license to use such Intellectual Property for

the purposes of the Call for Innovations and the Program, as applicable and (ii) it is not violating or infringing on the Intellectual Property rights of any third party. Further, the Applicant agrees to indemnify and hold harmless the Organizers against all claims, suits, actions, demands, judgments (including reasonable legal fees and expenses incurred in association therewith), liabilities, damages, losses, or expenses incurred by or imposed upon the Organizers, or any one of them, arising from or out of a breach of this representation and warranty.

Personal Information

1. WestJet and YYC are governed by PIPEDA and other applicable privacy legislation. Nothing contained in the Terms and Conditions shall restrict or prevent WestJet or YYC from complying with its obligations under PIPEDA or other applicable privacy legislation. Pursuant to such legislation, WestJet and YYC each maintain a privacy policy (WestJet's Privacy Policy is available online at www.westjet.com and YYC's Privacy Policy is available upon request). WestJet's Privacy Policy shall govern all Personal Information collected, used or disclosed by WestJet. YYC's Privacy Policy shall govern all Personal Information collected, used or disclosed by YYC. As required by PIPEDA and other applicable privacy legislation, Personal Information shall be deleted or destroyed in accordance with its ordinary lifecycle.
2. To the extent that the Applicant(s) obtain any Personal Information from WestJet or YYC in connection with these Terms and Conditions, the Applicants (i) shall make no use of such Personal Information except solely as required and only to the extent required, to develop and propose solutions that enhance the guest experience in the aviation sector in connection with the Program in accordance with these Terms and Conditions, (ii) shall comply (and cause its employees and approved subcontractors to comply, if applicable) with all applicable privacy and data protection laws including, but not limited to, PIPEDA, Canada's Anti-Spam Law, and the General Data Protection Regulation (Regulation (EU) 2016/679) (collectively, "**Applicable Privacy Laws**"), and (iii) acknowledge that WestJet and YYC are required to comply with the Applicable Privacy Laws, and Applicants shall not, by their actions, its omissions or any other means, cause WestJet or YYC to be in violation of Applicable Privacy Laws.

Confidentiality and Privacy

1. Applicants are cautioned that Intellectual Property rights may be compromised by public disclosure. Applicants are encouraged to carefully consider the details they provide in their applications and otherwise in connection with the Call for Innovations to balance the opportunity for showcasing the innovation while protecting its core proprietary elements.
2. Applicants should not assume any right of confidentiality in any data or information discussed, divulged, or presented in their application or otherwise in connection with the Call for Innovations. The Organizers or any other persons involved in the Call for Innovations, including but not limited to the Panel, may not have signed non-disclosure or confidentiality agreements. It is the Applicant's responsibility to take steps prior to submitting an application or otherwise participating in the Call for Innovations to preserve their Intellectual Property rights in any subject matter contained therein.
3. Personal Information included in the application(s) will be collected, stored, and used by the Organizers solely for the purposes of (i) reviewing the application(s) as part of the Call for Innovations for the purposes of determining a Winner(s) and (ii) providing the Award.

Indemnity

1. The Applicant shall indemnify and hold harmless the Organizers against any and all claims, suits, actions, demands, judgments (including reasonable legal fees and expenses incurred in association therewith), liabilities, damages, losses, or expenses incurred by or imposed upon the Organizers, or any one of them, arising from or out of any breach by the Applicant of these Terms and Conditions or the negligence or wilful misconduct of the Applicant.

Assumption of Risk and Limitation of Liability

1. The Applicant acknowledges and agrees that its participation in the Call for Innovations or the Program is at its own risk.
2. The Applicant is required to take all appropriate safety measures including obtaining appropriate insurance coverage (if necessary) throughout this Call for Innovations and Program including but not limited to coverage (i) for designing and developing the prototype and conducting the prototype trials including any visits to the premises of any of the Organizers and (ii) sufficient to comply with its obligations hereunder, including its obligations to indemnify the Organizers.
3. The Call for Innovations and the Program are provided on a "without any liability" basis, and none of the Organizers shall have any liability to the Applicant (including liability to any person whose claim or claims are based on or derived from a right or rights claimed by the Applicant) with respect to any claims, demands, liabilities, expenses, losses, costs, or damages arising from or related to the Call for Innovations, the Program, or these Terms and Conditions, whether in contract, tort (including negligence or breach of any duty) or otherwise. The Applicant acknowledges that this limitation of liability is reasonable in the circumstances.
4. In no event will the Organizers be liable for any consequential, indirect, incidental, special, punitive, or exemplary damages, including without limitation, damages due to business interruption, lost profits, or savings, regardless of the type of claim and whether or not foreseeable, arising from or in connection with the Call for Innovations, the Program, or these Terms and Conditions, even if advised of the possibility of such damages.

General

1. These Terms and Conditions shall constitute the entire agreement between the Organizers and the Applicants and supersede all prior representations, arrangements, understandings, and agreements between them (whether oral or written) relating to the subject matter herein contained. For certainty, in the event of any inconsistency between these Terms and Conditions and the details included in any document provided electronically or in hard copy by the Organizers to the Applicants, these Terms and Conditions prevail.
2. The Organizers reserve the right, in their sole discretion, to change these Terms and Conditions, adjust timelines, suspend or terminate an Applicant's participation in the Program or, suspend or cancel the Call for Innovations or the Program at any time by notifying the Applicants in writing through email. The continued participation of the Applicants in the Call for Innovations or the Program in the event of a change to these Terms and Conditions or following a suspension of the Call for Innovations or the Program will be deemed to indicate their acceptance of the Terms and Conditions.
3. If any of the sections of these Terms and Conditions are found to be invalid, such invalidity shall not affect the validity and operation of the other remaining provisions of these Terms and Conditions.

4. Applicants shall not be entitled to assign any of the rights and obligations under these Terms and Conditions without the express written consent of the Organizers, which may be withheld at Organizers' sole discretion.
5. Nothing in these Terms and Conditions shall operate to create a partnership or joint venture of any kind between the Organizers and the Applicant.
6. These Terms and Conditions shall be construed, governed, and interpreted in all respects in accordance with the laws of Alberta and the Parties agree to submit all disputes and claims in respect to these Terms and Conditions to the exclusive jurisdiction of the courts of Alberta.

– END OF TERMS AND CONDITIONS –