

# Rules of Participation

## Areas for Change Challenge

Organizer

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Areas for Change Challenge is

- (i) organized by PAX HOLDCO SPAIN, S.L.U. a Spanish company with registered office at Carrer Gaspar Fàbregas i Roses, 81, 08950, Esplugues de Llobregat, Barcelona, with tax identification number B88279898, registered in the Commercial Register of Barcelona, book 47.162, page 41, number B-543-200, and email address [info.es@areas.com](mailto:info.es@areas.com) (hereinafter referred to as "Areas") and
- (ii) managed by EATABLE ADVENTURES, S.L. a Spanish company with registered office at Calle Saturnino Calleja 16, planta 1, 20002, Madrid, with tax identification number B87521316, registered in the Commercial Register of Madrid, book 34.555, page 147, number M-621606, and email address [info@eatableadventures.com](mailto:info@eatableadventures.com) (hereinafter referred to as "Eatable Adventures").

Further information of Areas is available on [areas.com/en/](https://areas.com/en/) and on [Eatable Adventures](#).

## Introduction

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### About AREAS

International leader in food&beverage and travel retail. With presence in 10 countries, the company manages more than 2,000 restaurants and stores throughout Europe and America. With a team of 20,000 people and locations in the main transport hubs in the world (airports, train stations, travel plazas in highways), as well as leisure parks, Areas provides service to more than 350 million customers every year.

Founded in 1968 in Barcelona, Areas is committed to offering high quality services to travelers. Since then, Areas has become a global benchmark operator in the industry, with a deep knowledge of the travelers' needs and the widest range of restaurant concepts in the market. Areas has prioritized social and environmental sustainability on its agenda, with sustainability serving as one of the four key pillars of the company's strategy.

## Who is this call for projects aimed at?

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Areas is launching the 2nd edition of the Areas for Change Challenge with the aim of identifying innovative, specific and feasible solutions generated by Startups at global scale (mainly in Western Europe, United States and Mexico) with commercially-validated solutions or products as well as technology solutions with market traction and capable of addressing the challenges raised, developing their value proposals in the same business areas as Areas and adding scalable business models that are unequaled in the market.

The Call for Projects is launched at international level and the selected projects must be capable of being implemented in Spain and operational countries of Areas at an early stage.

### Main areas of interest

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The 2nd edition of the Areas for Change Challenge, with its firm commitment to innovation in the food segment of the industry, raises the following challenges, mainly focused on sustainability and more specifically on:

- A. **Recycling & Upcycling:** Solutions related to waste management generated in Areas' restaurants (primarily organic waste such as coffee, oil, fruit, and packaging), its reappraise and recycling through Startups with pilot capacity, international scaling and/or impact on marketing and PR, for new lines of business and to improve efficiency.
- B. **Economy of Water:** Innovative solutions (digital, robotic, or others) designed to enhance water management, reduce water consumption, and lower operating costs through Startups with pilot capacity, international scaling and/or impact on marketing and PR, to optimize production and reputation.
- C. **Return & Resume packaging:** Digital solutions aimed at implementing and promoting a "use and return" packaging system to minimize the overall environmental impact of packaging, through Startups with pilot capacity, international scaling and/or impact on marketing and PR, to promote reusable packaging thus reducing costs.

In addition to the three main areas of interest, Areas is actively seeking and evaluating startups that provide solutions related to the circular economy, with a particular focus on fashion and textiles and its applications related to employee uniforms.

### Participation process and project selection

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All participating Startups must:

- (i) accept these Legal Terms
- (ii) accept the Privacy Policy of Areas on the site [areasforchange.com/challenge](https://areasforchange.com/challenge) and

- (i) fill out the Areas for Change Challenge form on the specific App- AcceleratorApp- licensed and managed by Eatable Adventures for the development of the program, where the participating Startups may officially present their project.

The AcceleratorApp supports Eatable Adventures in their handling of Startups, including tracking applications and simplifying the logistic around selection of Startups, recording communications and decisions over time, updating applicants on progress, connecting applicants with mentors for coaching sessions, recording feedback on coaching sessions and, generally speaking, tracking Startups and their progress.

The evaluation criteria to be applied to Startups are as follows:

1. Innovation criteria as regards the technology, business model, product or service
  - Value proposition
  - Level of innovation and differentiation of the business model of the relevant product or service with respect to current competition
  - Application of technology, intellectual property and patents
2. Criteria concerning the team
  - Clear skills and abilities to ensure the success of the project
  - Background of the team
  - Knowledge of the industry and/or the scope of the project
  - Commitment and dedication of the team towards the project
3. Business criteria
  - Market potential: scalability and profitability
  - Go-to-market strategy
  - Projects will be evaluated as they are received.

It is very important that the projects and Startups demonstrate, in the project presented, the market potential and the reasons why they have decided to take part in the Areas for Change Challenge.

Upon receipt of the project on [areasforchange.com/challenge](https://areasforchange.com/challenge) the latter will be analyzed by the relevant Evaluation Committee, made up of a team whose members are specially-appointed by Areas managers as well as Eatable Adventures' designated team members.

Should any further information be required, the company will be contacted so that it may provide the same.

Upon completion of the evaluation stage, notice of the final project selection shall be given individually.

## What does **Areas for Change Challenge** entail?

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The first stage will be the Call for Projects for the 2nd edition of the Areas for Change Challenge, to be published on the week starting week of 6th November 2023.

However, Areas may extend the period of receipt at its sole discretion.

Projects will be received up to the week of 11th December 2023.

However, if necessary, the period for receiving projects might be extended by up to another 15 days.

At the second stage, between the week of 18th December 2023 and the week of 8th January 2024, the projects received will be evaluated. This evaluation will be carried out by an Evaluation Committee, made up of a team appointed by Areas and a team from Eatable Adventures.

Up to 10 projects will be short-listed and selected. Notice of the projects selected will be personally given on the week of 15th January 2024.

As a final stage, the Demo Day Event will take place onsite in Barcelona, most likely at Areas's facilities, between the week of 29th January 2024 and the week of 5th February 2024. The specific date of the event will be confirmed as the project progresses, taking into consideration Areas' corporate schedule.

The total number of startups showcased at the Demo Day Event will be determined by Areas during the course of the project.

Areas and Eatable Adventures reserve the right to modify these dates without prior notice or justification.

Given the extensive scope of this scouting and the different types of solutions that may be proposed, the potential future collaboration opportunities will be adapted to the products or services of the selected projects and Startups and also to the resources available to Areas in the time of the programme.

Areas reserves the right to declare the final selection null and void if it deems expedient at its sole discretion, in which event the participating Startups will not be entitled to claim any damages whatsoever.

## Conditions for participation in the **Areas for Change Challenge**

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All participating Startups must be legally incorporated and be up-to-date with their tax and social security obligations.

The representative of each start-up or project must be an individual of legal age who has the capacity to undertake legal obligations.

All participating Startups must provide evidence that their product or solution is currently available on the market and is commercially proven, with their customer traction and proven sales.

## Reserves and restrictions

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When filling out the registration form, you expressly accept your registration in the Areas for Change Challenge and consent to the information submitted in this form being reviewed by Areas.

Pursuant to the rules of participation in Areas for Change Challenge , the data provided must be accurate and comprehensive. Areas assumes no liability for the accuracy of the data provided by participating projects or Startups.

Areas will assume no liability if, due to an error in the data provided by the participating Startups, it is not possible to contact the persons responsible for the participating projects or Startups to inform them of the final selection.

By registering in the Areas for Change Challenge, the participating projects or Startups expressly accept that Areas may use their name when communicating the short-listed projects or Startups with no obligation to provide them with any remuneration in this respect.

In addition, all projects or Startups registering to participate in the Areas for Change Challenge expressly accept that Areas may use their image, name, logo or commercial name, by any means whatsoever and solely for corporate, advertising or promotional purposes, with no time or territorial restrictions and without these projects or Startups being entitled to any type of remuneration in this respect.

Areas reserves the preferential right to negotiate with the projects or Startups, with no obligation to reach an agreement, in respect of the acquisition, commercialization, licensing, distribution and any kind of exploitation of the outcomes, the products or the services of the participating projects or Startups during the term of the collaboration and within a period of one year following termination thereof.

The selected projects or startups and Areas must sign an agreement formally regulating their framework of collaboration throughout the implementation stage.

The projects or Startups selected to participate in the Areas for Change Challenge must meet the conditions for participation established. Failure by any projects or Startups to comply with these obligations will entitle Areas to cancel, at its sole discretion, its participation in the Areas for Change Challenge, in which event the participating projects or Startup will have no claim whatsoever against Areas.

All travel, accommodation and subsistence expenses that may be incurred in connection with the activities concerning the Areas for Change Challenge if any will be borne by the participating projects or Startups.

## Privacy Policy and Data Protection

Areas makes available to the participating projects or Startups (hereinafter "Users"), the present privacy policy, in order to offer information about how we treat your personal data and protect your privacy and information (hereinafter, the "Privacy Policy").

In accordance with the General Data Protection Regulation (GDPR) and in the Organic Act on Protection of Data and Guarantee for Digital Rights (LOPDGDD) you are hereby informed that the data provided by you will be processed by the data controller solely for the purposes specified below. In this respect, you are provided with the following information as regards data processing:

### Introduction

This Privacy Policy is applicable to the web page of Areas for Change Challenge , made available to the public at the URL [areasforchange.com/challenge](https://areasforchange.com/challenge)

Areas has the right to modify this Privacy Policy whenever deemed necessary. If changes are made, this will be communicated to you through the Website or other channels so ensure that you are informed about the new Privacy Policy. By continuing to use the functions provided by Areas after you have been notified of such changes, you are agreeing with the Privacy Policy, except for circumstances in which your express consent is required.

### Who is the data controller of your personal data?

PAX HOLDCO SPAIN, S.L.U (hereinafter, Areas) with a registered office at C/ Gaspar Fàbregas i Roses, 81, planta 2<sup>a</sup>, 08950 Esplugues de Llobregat, Barcelona , with tax identification number B88279898 and Data Protection Officer's email address [gdpr-contact@areas.com](mailto:gdpr-contact@areas.com) data, is the data controller of your personal data relating to Areas for Change Challenge

### For what purpose do we process your personal data?

The purpose of processing your personal data is to ensure your registration and participation in the Areas for Change Challenge. To guarantee this participation, the data controller collects identification data and the additional information requested must be incorporated into the AcceleratorApp, application licensed and managed by Eatable Adventures for the development of the program.

The AcceleratorApp supports Eatable Adventures in the handling of startups, including tracking applications and simplifying the logistic around selection of Startups, recording communications and decisions over time, updating applicants on progress, connecting applicants with mentors for coaching sessions, recording feedback on coaching sessions and, generally speaking, tracking Startups and their progress.

Your data may also be processed to send you the newsletter, updates and/or communications about Areas for Change Challenge and similar initiatives to be developed in the future, as well as to send you the requested information through the relevant forms.

In addition, the personal data of the Users may be processed by Areas with the purpose of sending advertising, promotional or other information that may be of interest to them, through postal mail, email, SMS and other means of electronic communication, exclusively in the case the user has consented to such data processing purpose through the express acceptance of the box of commercial, promotional or advertising communications. The user may object at any time to the purpose of processing their data for advertising or promotional purposes by Areas using the channels enabled for it by Areas, as detailed in the section *What are your rights on your personal data?*

#### What data are processed by Areas and from what sources do they come?

The data that Areas processes as a result of the interactions made by the User through the website, comes from the following sources:

- Data provided by the User completing the form made available by Areas on the site [areasforchange.com/challenge](https://areasforchange.com/challenge) and the form on the specific App- AcceleratorApp- licensed and managed by Eatable Adventures for the development of the program, sending contact emails or by any other means of communication with Areas. Data generated as a result of browsing and use by the user of this website.
- Data generated as a consequence of the development, processing and maintenance of the relationship established between the User and Areas for their participation in Areas for Change Challenge

Areas may process personal data of the following types, depending on the relationship established with the user:

- Identification data (eg, name and surname, email address, postal address, telephone number, IP address, image, etc.).
- Employment details (eg, job position...).
- Commercial Information.

#### What is the legitimacy for processing your personal data?

Areas processes the personal data provided by the Users in accordance with the following legal bases:

- processing is necessary for the performance of Areas for Change Challenge. For example, evaluation of projects and candidates, response consultations through the "contact us" channel, sending of newsletter, updates and/or communications about Areas for Change Challenge ' initiative.



- processing is necessary for the purposes of the legitimate interests pursued by the controller to send you communications about similar initiatives to be developed in the future.
- Data subject consent to the processing of his or her personal data for the purpose of "Commercial, promotional or advertising communications of Areas".

#### To whom is your personal Data disclosure?

Areas informs users that the personal data provided shall not be disclosed to any third-party companies, other than in connection with the collaborations required to fulfil the purposes specified above, such as with Eatable Adventures.

Notwithstanding this, Areas may disclose to the relevant public authorities such personal data and such additional information as Areas may possess through its IT systems and may be requested to Areas, in accordance with any laws and regulations applicable.

In any case, and if it is necessary for the fulfillment of the purposes of the processing, Areas may give access to personal data to third party service providers, who will access them as processors or subprocessors. In the event that this access involves the transfer of your personal data outside of the European Economic Area, Areas guarantees the existence of the appropriate mechanisms and guarantees provided for by applicable regulations (the adequate level of protection for personal data recognized by the European Commission or Standard Contractual Clauses) to ensure that the service providers apply a level of security equivalent to that required in European data regulations. Specifically, users are informed that the use of the Accelerator App requires the international transfer of data. Transfers are made under the standard contractual clauses signed with AcceleratorApp Ltd as data processor.

Users can consult the Standard Contractual Clauses signed with this provider and the list of countries where the data can be processed in: <https://www.acceleratorapp.co/legal/dataProcessingAddendum>.

The list of AcceleratorApp Ltd sub-processors, with an indication of the country in which they are located, can be consulted at: <https://www.acceleratorapp.co/legal/subProcessors>.

#### How long do we process your data?

Areas shall process your personal data only while the **Areas for Change Challenge** continues. Thereafter, the data shall be blocked and placed at the disposal of courts and other authorities in connection with potential liabilities arising from the processing of the data, and solely until these liabilities are statute-barred.

Consequently, as long as the user has not exercised his right of withdrawal, his data will be kept during the legal terms that in each case result from application, considering the type of data, as well as the purpose of the processing.

### What should you guarantee when you provide your personal data?

The User guarantees that the information provided is true, accurate, complete and up-to-date, and is responsible for any damage or loss, direct or indirect, that may be caused as a result of breach of such obligation.

In the event that the User provides data belonging to a third party, he / she guarantees that he / she has informed said third party of all the aspects contained in this Privacy Policy and obtained his

/ her consent to provide us with his / her data for the purpose of the processing. All this, prior to the provision of data from a third party.

### What measures do we take to protect your personal data?

In response to the concern of Areas to ensure the security and confidentiality of your personal data, the security measures required for the protection of personal data have been adopted and the technical means at their disposal have been installed to prevent loss, misuse, alteration, unauthorized access and theft of personal data provided. In any case, you must take into consideration that security measures on the Internet are not invulnerable.

### What are your rights about your personal data?

Areas informs you that you have the following rights over your personal data:

- Access to your data: You have the right to access your data in order to know what personal data we are processing that concern you.
- Request the rectification or deletion of your data: Under certain circumstances, you have the right to rectify those personal data that you consider inaccurate and that concern you, and that are processed by Areas, as well as the right to request the deletion of your data when, among other reasons, the data are no longer necessary for the purposes they were collected.
- Request the limitation of the processing of your data: Under certain circumstances, you will have the right to request us to limit the processing of your data, in which case we inform you that we will only keep the data about which you have requested limitation of processing for the exercise or defense of claims.
- To the portability of your data: Under certain circumstances, you will have the right to receive the personal data concerning you, which you have provided to us, in a structured format that is commonly used and machine-readable, as well as the right to have it transferred by Areas to another data controller.
- To oppose the processing of your data: In certain circumstances and on grounds relating to your particular situation, you have the right to object to the processing of your data, in which case we would cease processing them unless we are required to continue to do so on compelling legitimate grounds or for the exercise or defence of any claim.

Likewise, we remind you that you have the right to oppose, at any time, the sending of advertising of Areas.

Likewise, you may withdraw any of the consents you may have given for the processing of your personal data, without this affecting the lawfulness of the processing based on the consent prior to its withdrawal.

Areas informs you that you may exercise your rights over your personal data through any of the following channels:

- By writing to PAX HOLDCO, S.L.U. at the address C/ Gaspar Fàbregas i Roses, 81, planta 2<sup>a</sup>, 08950 Esplugues de Llobregat, Barcelona
- By writing to PAX HOLDCO, S.L.U. at the following e-mail address [gdpr-contact@areas.com](mailto:gdpr-contact@areas.com)

In both cases, it is required to prove the identity of the person exercising their rights, by sending a copy of their DNI, NIE, Passport or equivalent document, on both sides.

Areas will provide the requested information within a maximum period of one month from the receipt of the application. This deadline may be extended by a further two months if necessary, considering the complexity and number of applications.

Areas informs you that you may lodge a complaint with the competent data protection supervisory authority.

## Jurisdiction

The relations established between PAX HOLDCO, S.L.U. and the Participants shall be governed by Spanish Law and the Participants expressly refuse to submit to any other jurisdiction which may correspond to them, and they agree to submit all conflicts and controversies to the Courts and Tribunals of Barcelona.