

TERMS OF REFERENCE

Introduction / Context

The World Tourism Organization (hereinafter, UNWTO), in collaboration with the Basque Culinary Center (hereinafter, BCC), in its commitment to innovation and the promotion of entrepreneurship in gastronomic tourism, convenes under the series, Tourism Tech Adventures, the third edition of the Gastronomic Tourism Startups Competition.

Both the UNWTO and the BCC have among their objectives to strengthen the entrepreneurial ecosystem and promote innovation in the tourism and gastronomy sector.

The proposed global competition allows to promote the gastronomy tourism industry through innovation, giving possibilities to Startups from all over the world to present their projects allowing access to a series of benefits in the framework of the 7th edition of the UNWTO Gastronomy Tourism Forum.

The UNWTO is the United Nations agency in charge of promoting responsible, sustainable and accessible tourism for all.

As the leading international organization in the field of tourism, UNWTO advocates for tourism that contributes to economic growth, inclusive development and environmental sustainability, and provides leadership and support to the sector to expand its knowledge and tourism policies around the world.

Its membership includes 158 countries, 6 associate members and more than 500 Affiliate Members representing the private sector, educational institutions, tourism associations and local tourism authorities.

One of the UNWTO's current priorities is to promote the connection of the actors of the tourism entrepreneurship and innovation ecosystem as a way to generate employment and business opportunities, as well as for the sustainable development of the sector.

The BCC aims at higher education, research, innovation and promotion of gastronomy and food. It works to promote gastronomy. It is a pioneering academic institution worldwide. It integrates the Faculty of Gastronomic Sciences attached to Mondragon Unibertsitatea and an Innovation and Research Center, BCC Innovation.

2. Target audience

This call aims to capture the attention of a large number of Startups in the tourism sector among UNWTO Member States and to facilitate the selection of those most relevant to the gastronomic tourism sector at a global level.

The projects will be selected based on various criteria, such as their degree of disruption and maturity of the product, their viability, scalability, sustainability and interest for potential investors and social impact.

The projects will be divided into three categories:

- **New Technologies Category:** Individuals or legal entities that are developing and promoting a startup with a high technological component to provide solutions or new services attached to the Gastronomic Tourism sector.
- **Local Impact Category:** Individuals or legal entities that are developing and promoting a project with a high component of transformation and social improvement in its area of implementation and that are attached to the Gastronomic Tourism sector.
- **Sustainability and Waste Category:** Individuals or legal entities that are developing and promoting a project with a high component of sustainability and/or food waste management related to the impact generated by tourists.

3. Participants

This competition is aimed at all those projects that are at an early stage of development (hereinafter "Early Stage") and that respond to one of the two categories covered by this competition.

The call is open to all entrepreneurs, whether natural or legal persons, of legal age and with legal capacity to bind themselves. The only requirements are those established in Clause 4 of this document.

The projects must be aligned with the objectives of Sustainable Development framed by the United Nations and with the introduction of technological elements, and framed in one (or several) of the following areas:

- The management of destinations or private management of solutions/products/services developed around and gastronomy as gastronomic tourism products.
- The configuration of the offer seeking a balance between sustainable development and profitability of the project, maximizing its positive impacts.
- The connection with the market and the user experience at all stages of the journey.

4. Requirements

4.1. UNWTO Tourism Tech Adventures: Gastronomy will focus on early-stage "early-stage" projects, and will offer three categories for the competition: startup category, social impact category and sustainability category, with the following requirements for participation:

Innovative/disruptive character identified

Scalability potential within the business

Business model validated or tested

Market penetration

Promoted entrepreneur and team

The representative must be a natural person, of legal age and with legal capacity to enter into a contract. Not having been convicted by a final judgement, for intentional crimes, with a penalty of six months or more, insofar as the criminal responsibility has not expired. Participants, who, initially or at any point during the programme, fail to meet any of these requirements, may be excluded from the contest and the acceleration programme, losing any option to receive any service and without the right to claim anything from the UNWTO and the Basque Culinary Center.

The data that participants provide when registering in the programme must be true, and therefore any participants whose data is incorrect or incomplete shall lose any option to participate in the programme and to receive any service. The organizers of the Programme reserve the right not to accept or to remove from the programme, without prior notice, any participants who, in their opinion, act fraudulently, in an abusive manner, or in a manner contrary to the spirit of the programme, the principles of the United Nations or the law, third-party rights and/or good faith. Likewise, any participant or related person whose action may be contrary to the reputation or good name of the UNWTO or Basque Culinary Center may be removed. None of the above actions shall entitle any participant or potential participant to any right or claim whatsoever for damages, expenses incurred, etc.

5. Selection process

- The deadline for submission of projects will begin on November 2, 2021 and will end at 00:00h CET on February 28, 2022.

- The tentative schedule foresees:

Launch of the competition: November 2, 2021.

Closing date for applications: February 28, 2022

Submission of pre-selected Startups on the online platform: April 1, 2022.

Announcement of the winners in the Startup category: May 2022.

5.1. The selection criteria to be used will be the following:

- Adherence to the Sustainable Development Goals: linkage and tangible metrics of social impact in relation to the priority SDG.
- Technology or Digital Component: Incorporation of technology in the project.
- Fit with the Gastronomic Tourism sector.
- Committed team. Team with explicit knowledge of the area of action; positive assessment of the endorsement of a public or private organization on the execution of the project.
- Ease of value capture via collaboration with Startup: feasibility of collaboration / agile implementation in the short-medium term for co-development of products / services, optimizing the use of existing resources / infrastructure and ability to scale product.
- Potential impact: potential scalability / financial return and/or development of competitive advantages for the business in the short-medium term (e.g. access to new technologies, access to technical profiles, etc.).
- Social impact of each Startup: contribution to the improvement of the local community/environment.
- Innovation: Degree of disruption / innovation - comparative in the sector (global level).
- Maturity of the team and the organization: CV of the founders or the team; Motivation in entrepreneurship and personal interests of the founders; Internal organization and processes.
- Maturity of the product/technology: Maturity level of the MVP (Minimum Viable Product), technology or current product;
- Tested MVP: Product or service prototype, tried and tested, with results already measured or measurable.
- Partnership Readiness: Experience in product co-development (e.g. collaboration with universities, companies, etc.); Motivation / interest in collaborating with a corporation and seeking partnerships.
- Sustainability: Quality that must be implemented in the services, business model, solutions, to avoid or minimize the environmental, economic and social impact produced by the business activity.
- Traction: Capacity to transform the localized environment; capacity to generate a change in society, improve the social conditions of the beneficiary groups and/or promote their recognition in society.
- Business viability and potential: potential scalability / financial return and/or development of competitive advantages for the business in the short-medium term.

5.2. Based on the criteria mentioned in the previous clause, a first screening and filtering of all participating projects will be carried out through the platform www.UNWTO.org.

5.3. The first pre-selection will be between 20- 30 Startups that will pass to the next selection process mentioned in clause 6, for each category.

The Selection Committee will be appointed by UNWTO and BCC. It will be composed of an international network of investors, entrepreneurs and experts from UNWTO Member and Affiliate States and strategic allies.

6. Selection Process

6.1. The decision of the 3-5 pre-selected projects per category and the winning project will be made by the jury selected for the occasion.

6.2. The 3-5 pre-selected projects per category will have the opportunity to attend the final event.

6.3. For the winning project in each category whose objective is to identify and drive projects in the Gastronomic Tourism sector at a global level that cause a social transformation in its implementation environment. This option will be evaluated based on the project, its territorial scope, potential for transformation and social improvement in its area of implementation within the Gastronomic Tourism sector and tangible indicators of the social impact of the project.

7. Prize

7.1. The winning project (1 per category) will be entitled to:

Use of a space in the LABe- Digital Gastronomy Lab facilities for 6 months.

Participate as a finalist company in the corresponding edition of Culinary Action! - On the road, the first foodtech startup competition in roadshow format.

Advanced Plan of the GOe Digital Community for 6 months, which is the first digital community within the 360° gastronomy sector.

In this period of 6 months BCC will take at its own discretion the decision to continue the relationship with the startup and develop an individual work plan.

8. Industrial and Intellectual Property and Protection of Personal Data

In case the processing of personal data is necessary for the running of the Programme, the organizers of the programme assume the following commitments:

- To use the data communicated solely for the purpose of the competition.
- To ensure that the persons authorized to process personal data shall undertake to respect confidentiality and that the data will not be communicated to unauthorized third parties.
- To take all necessary measures to provide a level of security appropriate to the risk that may arise from the processing of personal data and ensure the safety and integrity thereof, as well as to prevent their alteration, loss, accidental or unlawful destruction, treatment, disclosure or unauthorized access.
- If there is another entity in charge of processing, to impose the same protection obligations established in the applicable regulations.

o The participant may exercise his/her rights of access, rectification, cancellation and opposition by sending a postal mail to the registered office of the Organizer indicated in the heading of the present Terms and Conditions or sending an e-mail to the address comm@unwto.org to contact the Organizer indicating the right he/she wishes to exercise and attaching a copy of his/her Passport, National Identity Document (DNI) or equivalent documentation.

- The participant expressly consents, and this through the mere fact of participating in the Programme presented herein, that UNWTO may use of his/her name in order to make the winning project known to the rest of the participants and without any remuneration being generated in his/her favour.

In submitting their applications, the project promoters guarantee that:

- The projects are original of their authors and/or they have free disposal or ownership over them. Participants undertake to exempt the organizers from any responsibility and hold them free of liability with respect to any legal action, claim or demand that may be filed in relation to intellectual property rights or personal data of third parties with respect to the projects they submit.

- In the event that the projects are a unitary result of the collaboration of several participants, the project will be treated as a collaborative work, with the resulting rights belonging to all of them as co-authors.

- The participant authorizes UNWTO to upload the project summary to their respective official websites, and accepts that visitors to the web pages have access to said information in accordance with the conditions of use of said website.

- The participant authorizes the use by UNWTO of the name and title of his/her project, without time limit, for the purpose of being mentioned on the website or for any actions or events related in any way with UNWTO, as well as for its recording in the historical archives and storage media of diverse nature of UNWTO and linked to the programme.

- The UNWTO shall not claim any ownership over the information offered or any industrial or intellectual property it may contain. The participant does not assign to the UNWTO industrial or intellectual property rights derived from the projects.

- The participant expressly authorizes UNWTO to use their personal information with the objective of sharing information with them regarding events and activities that may be of their interest.

- The participants accept their transfer of data to the UNWTO once the contest has ended.

9. Final considerations

This Programme may be modified, interrupted and/or cancelled if there are justified circumstances that so warrant. Likewise, UNWTO reserves the right to declare all or any of the benefits unawarded, in the event that no submitted project meets the expected quality in the opinion of the decision-making team.

UNWTO is not responsible for any possible shortcomings of the platform and problems related to computers, networks or any other reason that may result in lost, damaged or delayed entries.

A list of frequently asked questions ("FAQ") will be available on the challenge platform. In the event of any conflict between these terms and conditions and our FAQ, these terms and conditions shall prevail.

10. Acceptance of the terms and conditions

Mere participation in the Competition implies the acceptance of the entire content of these Terms and Conditions. The non-acceptance of any of the points that make up these Terms and Conditions supposes non-participation in the Competition and, in the event of being selected and/or being declared the winner, the automatic waiver of the award.

11. Governing Law

These Terms and Conditions shall be interpreted in accordance with the general principles of international law, to the exclusion of any specific national law.

Any dispute, controversy or claim arising out of or relating to these terms and conditions or any breach thereof shall be settled by arbitration, unless settled by direct negotiation in accordance with the UNCITRAL Arbitration Rules.

Nothing in these Terms and Conditions or in relation to them shall be construed as a waiver of the privileges and immunities of the UNWTO.

12. Use of the name, acronym, flag and emblem

Participants shall not use, in any manner whatsoever, the name, acronym, emblem or official seal of UNWTO for promotional, commercial or other purposes without the prior written permission of UNWTO, which shall be provided at its sole discretion in each case.

13. Limitation of Liability and Indemnity

Under no circumstances shall UNWTO be liable to Participants for any loss, direct, indirect, incidental, special or consequential damages, liability or expense incurred or suffered that is alleged to have resulted from or in connection with the competition.

Participants agree to indemnify and shall defend and hold UNWTO harmless from any action, claim, loss, damage, liability and/or expense arising from or in connection with this Competition, including, without limitation, any infringement of the intellectual property rights or other rights of any third party with respect to the projects they submit.