



# HACKATHON 2018



AEGON/TRANSAMERICA HACKATHON

U.S.A. Site Rules

May 17, 2018; updated July 19, 2018

## Rules of the Game

Your participation in the Aegon/Transamerica Hackathon, organized by Transamerica in partnership with Deloitte, Microsoft, and TCS, constitutes your acknowledgement, acceptance and agreement to comply with the terms and conditions as set out in these Rules of the Game (the “Rules”) and you will be required to consent to the Rules as a condition of registration for the event. Transamerica reserves the right to amend, modify or supplement these Rules up to the close of business August 31, 2018, and the most up to date version of the Rules can be located on the event website [www.aegonhackathon.com](http://www.aegonhackathon.com). It is your obligation to stay informed as to any changes to the Rules or the Hackathon in general. If you do not agree to the Rules when submitting your applications or at confirmation of registration your only option is to not register or to withdraw your participation. For the avoidance of doubt, the term “you” in the Rules refer to the Participant (as defined below).

### **What is the TRANSAMERICA Hackathon?**

The Transamerica Hackathon is a competition to encourage and challenge Participants to work on a 24-hour assignment with their teams with the aim to create disruptive propositions and prototypes (the “Product”) for customers to improve their health, their wealth, or to hit the sweet spot: a combination of Wealth + Health (the “Hackathon”).

The Hackathon will start on September 20, 2018 and will end on September 21, 2018. The event will take place at three different locations: Europe (Budapest), Asia (Mumbai) and the Americas (Dallas). An exact time schedule of the event will be provided to the Participants once they are selected and their registration is confirmed. In the Americas, the Hack-

athon is run and hosted by Money Services, Inc., which is an affiliate of Transamerica Life Insurance Company, (“Transamerica”) and its global affiliates (together “Aegon Group”). Money Services, Inc., is located at 6400 C St, Cedar Rapids, IA 52406.

## What are the rules of the game?

### Enrollment

- 1.** Participants will apply for participation in the Hackathon as a team consisting of a minimum of 5 and a maximum of 8 Participants. Teams are only allowed to apply for participation in one of the three Hackathon locations. Participants cannot be a member of more than one team nor may each team submit more than one hack idea. Application and participation information is available on the event website [www.aegonhackathon.com](http://www.aegonhackathon.com).
  
- 2.** The deadline for applying for the Hackathon is July 20, 2018 at 11:59 pm Central Time. Application must be completed via the event website [www.aegonhackathon.com](http://www.aegonhackathon.com). Once your application is approved, an application confirmation will be sent to the applicants by email and subsequent confirmation of registration and acceptance of the Rules by all team Participants are required as set forth herein prior to the team being approved for participation.
  
- 3.** There are three different categories of participation:
  - a.** Company participants: Teams consisting of individuals signing up as a team where the team is acting on behalf of an entity that is unaffiliated with the AEGON Group (“Company Participants”);
  - b.** Aegon Group employees: Teams consisting of individuals employed by any member of the Aegon Group (“Transamerica Employees”), for the avoidance of doubt, Aegon Group includes all entities that are fully or partly, either directly or indirectly, related to Aegon, N.V., excluding ownership through Transamerica Ventures Fund, LLC; or

- c. Individual participants: Teams consisting of individual hackers not affiliated with any entity (“Individual Participants”).

The abovementioned categories of participants are together referred to as the “Participant(s)”. Participation by a Transamerica Employee is voluntary and non-participation will not result in any adverse employment action nor will participation or non-participation be used for purposes of assessing work performance.

## **Participation**

- 1.** Transamerica will review all applications that meet the eligibility criteria as published on the hackathon website ([www.aegonhackthon.com](http://www.aegonhackthon.com)) (the “Applicant Pool”) and select and invite certain Participants to participate in the Hackathon. Transamerica values and encourages teams that represent a variety of viewpoints and backgrounds. Transamerica reserves the right to invite additional Participants from the Application Pool if the original invitees are subsequently disqualified for any reason at the discretion of Transamerica or withdraw from the Hackathon.
- 2.** After being selected for participation, each of Participants will need to confirm their participation and which category of participation no later than 11:59 pm Central Time on August 31, 2018. Transamerica Employees are required to be ‘employees in good standing’ and obtain permission from their manager prior to submitting their application to participate.
- 3.** Participant or Products that violate the spirit of the competition, violate laws, regulations or third party rights, or attempt to harm or create an unfair advantage over other Participants will be disqualified.
- 4.** Participant conduct towards their team members and other Participants must be respectful at all times. Bullying, harassing, threatening, or other offensive behaviors will result in the disqualification of the offending Participant(s).

5. All Participants, as of July 20, 2018, must at least 18 years old.
6. All entries, Products and other materials must be in English and run on commonly used platforms like an iOS device, Android device, Windows, Java or web-based.
7. Transamerica's decisions on all matters relating to the Hackathon are final.

## **Travel**

1. Expenses related to travel to and from the Hackathon will be reimbursed as follows:
  - a. For Transamerica Employees, reasonable expenses incurred will be reimbursed according to the specific guidelines contained in applicable Aegon Group Travel Policy or any similar guidelines, including, but not limited to, the requirement that all travel should be pre-approved by the employee's manager prior to booking.
  - b. For Company Participants and Individual (external) Participants, all travel, lodging and other expenses are the responsibility of the individuals and WILL NOT be reimbursed by Transamerica or the Aegon Group unless separately offered to Participants by Transamerica in its sole discretion.

## **Time Allocation**

1. For Transamerica Employees paid by a U.S. domiciled company ("Transamerica U.S. Employee"), time spent participating in the Hackathon is considered to be hours worked. Accordingly, if a Transamerica U.S. Employee is classified as non-exempt under the Fair Labor Standards Act, or state wage and hour laws, the Transamerica U.S. Employee must comply with Transamerica's time tracking requirements. Except for those states mandating daily overtime, non-exempt employees are eli-

gible for overtime pay for all hours worked in excess of 40 hours during a workweek. Please refer to the Transamerica U.S. Employee Handbook for additional information regarding time-keeping requirements, overtime calculations, and travel time. Transamerica U.S. Employees classified as exempt under the Fair Labor Standards Act, or state wage and hour laws, are paid a regular salary for all hours worked, including those over 40 hours per week, rather than on an hourly basis.

**2.** For Transamerica Employees paid by a company not domiciled in the U.S. (“Transamerica non-U.S. Employee”) such as employees of Mon-geral Aegon, time spent participating in the Hackathon is considered to be hours worked. The applicable employer of Transamerica non-U.S. Employees are responsible for compensating each Transamerica non-U.S. Employee in accordance with their employment contract and under applicable law. Transamerica non-U.S. Employees should contact their supervisor for the specific details regarding their compensation during the Hackathon.

**3.** Company Participants and Individual Participants are not employees of a member the Aegon Group, including Transamerica, and their participation in the Hackathon does not create or imply an employment relationship with any member of the AEGON GROUP. Company Participants and Individual Participants employer(s) shall be solely responsible for any obligations of an employer to an employee which may exist under applicable law.

## **Facilities**

**1.** The Hackathon will provide internet, power outlets (3 outlets per Participant), flip charts and catering. Participants need to bring their own software, devices and chargers, and all other items necessary for their participation in the Hackathon. With respect to sleeping arrangements, beds and pillows will be provided, but Participants have to bring their own towels and sleeping bags unless lodging facilities are provided by Transamerica.

**2.** Transamerica will supply you with anonymized Transamerica data sets and APIs, which can be used as a source of development of your applications. These API's and the anonymized data sets contain anonymized customer and product details and customer contact moments of the Aegon Group (collectively, "Data Set"). Access to the Data Sets are granted through a team specific log in to a secured environment. Login credentials will be handed out two weeks in advance of the Hackathon and may only be used in accordance with the Rules and solely for participation in the Hackathon. To ensure constant capacity and availability of the Data Sets, Transamerica will have support staff on standby during the Hackathon. However, Transamerica is not responsible for any interruptions or interferences of the availability and capacity of the Data Sets that are beyond Transamerica's reasonable control. The use of the Data Sets is not compulsory and you are free to let your creativity run wild by creating your own data sets or use external data sources and APIs, however such outside data sets may not include (i) non-public personal information of any nature under applicable law; (ii) data that is of a confidential nature; or (iii) of that would violate a third party's rights or that the Participant does not have a legal right to use and that Participant cannot convey the rights to Transamerica as set forth in these Rules. Participants understand and agree that the Data Set shall at all times remain the property of Transamerica, and may not be removed, copied, reversed engineered or otherwise used except as needed to participate in the Hackathon. After the Hackathon the access to the Data Sets and APIs will be withdrawn.

**3.** Participants will only have access to Transamerica environments and data made accessible to them for the purpose of the Hackathon and are not permitted to use any other systems or data from Transamerica for any purpose.

**4.** ALL HACKATHON MATERIALS, TOOLS, DATA OR ANYTHING ELSE PROVIDED BY TRANSAMERICA IS PROVIDED "AS IS" AND "AS AVAIL-

ABLE” WITHOUT WARRANTY OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE

## **Jury & Prizes**

**1.** At the conclusion of the Hackathon, a panel of judges (the “Jury”) will select the winners of the Hackathon. To be eligible to win, all participating teams will need to deliver a pitch and a working prototype for their Product for their business proposition. The Jury will decide the best three teams per location who will win a prize. The prizes are as follows:

First place: each team member receives \$500

Second and Third place: each team member receives a non-monetary prize equivalent up to \$200

The first place team also receives a LinkedIn endorsement from the regional Aegon CEO.

An investment for each location up to \$45,000 in project funding is available to invest in Products that are implemented with Transamerica. This investment is entirely discretionary with the Jury and the Jury will decide which propositions and prototypes are promising enough to make a solid return on investment. No set number of selected Products are guaranteed and all submissions are eligible. Selection for the investment does not guarantee Individual Participants or Company Participants any employment or other relationship with Transamerica.

Jury members and judging criteria are announced on the event website and below ([www.aegonhackathon.com](http://www.aegonhackathon.com)).

**2.** Transamerica U.S. Employees and Transamerica non-U.S. Employees shall be subject to standard company withholding and tax practices and for all other Participants all applicable taxes are their sole responsibility. Prizes are non-transferable. Winners who are Transamerica U.S. Employees or Transamerica non-U.S. Employees shall comply with internal company policies and all others who are U.S. residents are required to submit a completed W-9 form. Winners who are residents of other countries, are

required to submit a completed W-8BEN or the equivalent applicable form. Winners are responsible for complying with any applicable foreign exchange and banking laws within the U.S. and their respective countries of residence. Each winner must execute and submit - within 10 days of announcing the winners - a fully completed Affidavit of Eligibility, Release and License prior to receiving the prize and failure to do so will be deemed a withdrawal from the Hackathon and waiver of the winner's rights to claim the prize.

**3.** Entries that fail to meet the eligibility criteria at the close of the event will be deemed to be incomplete and, at the discretion of the Jury, may be disqualified.

**4.** Members of the Jury are set forth on the Hackathon website.

**5.** The Jury will evaluate all eligible submissions on the following criteria:

Customer impact	What is in it for the customer? Does the solution help to create improved customer engagement? Does the solution achieve optimum customer relevance? The value for the customer could be expressed in money, but also in terms of extra service.
Business relevance	What is the impact of the concept suggested by the team for the Aegon Group or Transamerica? Will the concept help us to acquire a core position in unbundled value chain?
Disruptiveness	How innovative and unique is the solution? How likely is it that the concept will disrupt the market when implemented? Does it open up new market opportunities?
Digital savviness	Is the concept designed digital/mobile first? Does it have an omni-channel design? Does the concept make use of the latest digital innovations?

Feasibility	How feasible it to implement the solution in our organization? To what extent can we utilize Aegon Group skills? Is it possible to partner (venture, (online) retail, employee benefits platform, ...)?
Scalability	We aim for multi-country solutions. The teams will be judged to what extend their project could be (re)used in other country units and new markets.

**6.** Winning entries will be determined at the conclusion of the event and will be announced live.

**7.** All decision by the Jury are final and irrevocable.

**8.** At the conclusion of the Hackathon, all Individual Participants and Transamerica Employees are required to deliver to Transamerica all code, design materials, documentation, code comments, etc., all of which become the sole property of Transamerica. Any materials that are not originally created by the foregoing individuals but used with permission from third parties, such as open source software, shall be provided to Transamerica on a perpetual, royalty-free, irrevocable, worldwide license with rights to adapt, modify, display, create derivative and sublicense.

### **Publicity**

**1.** The Participants authorize and give permission to Aegon Group to film, take photos, live stream, or audio record (the “Materials”) the Participants and their presentations during the Hackathon. Participants explicitly renounce and waive their right or publicity rights in relation to use of the Materials, their names, image, likeness, biographical information, voice and statements, and hereby grant to the Aegon Group the right to use the foregoing for any publicity or promotional activities in any manner or media now known or hereafter developed on a worldwide basis, in perpetuity without any compensation, notice or additional approval. Participants are free to use and share photos and films from the

event provided confidential or proprietary information is not disclosed or shared.

### **Representations, indemnity and Intellectual property rights**

**1.** Each Participant represents and warrants that it rightfully owns the intellectual property rights and related rights such as moral rights, database rights and publicity rights as well as rights to know-how (collectively, “Intellectual Property Rights”) used in relation to the content, project or ideas submitted through the ideation platform, or Participant has the authority to grant to Transamerica the use, make modifications and distribution rights set forth herein with respect to third party Intellectual Property Rights. Participant will fully indemnify, defend and hold the Aegon Group harmless from and against any and all third party claims for infringement of any Intellectual Property Rights in relation to content that is used or submitted by the Participant.

**2.** The Intellectual Property Rights related to the Data Sets, as well as any information made accessible by AEGON GROUP, are owned by AEGON GROUP and/ or its licensors. At the conclusion of the Hackathon Participant will not use, distribute or archive the Data Sets whatsoever and hereby agrees to permanently delete the Data Sets or render it unusable.

**3.** Participants must identify any and all open source software they and/ or their team will use or incorporate into the Products created during and in relation to the Hackathon, including the specific open source software license name and version. No open source that is restrictive in nature and would undermine the Aegon Group’s rights or require disclosure or distribution of source code that is not part of the Product.

**4.** Participant represents and warrants that the Product does not contain viruses, worms, harmful or disabling code or Trojan horse or backdoor code or any other computer instructions designed to disrupt, disable, harm, alter, destroy or otherwise impede in any manner, including

aesthetical disruptions or distortions, the operation of the Product, or any other software, data storage or hardware.

**5.** By participating, each Participant warrants that the Product and other works are: (i) its or the team's original work, except for authorized third party content included such as open source code; (ii) have not previously been published, sold or submitted to any other competition, promotion or contest; (iii) have not previously won awards; and (iv) have not been developed in any substantive form prior to the event, excluding ideation, material gathering and research.

**6.** Entries may not contain false, fraudulent, deceptive, misleading, defamatory, threatening, disparaging, obscene, pornographic, hateful, indecent, or in any other way inappropriate or injurious content.

**7.** Each Individual Participant, each Transamerica Employee and each team that includes a Transamerica Employee hereby assigns, transfers and conveys all Intellectual Property Rights resulting from, and connected to, the Product(s) created by such Participant during, and in relation to, the Hackathon unconditionally, royalty-free and irrevocably Transamerica. This assignment supersedes any and all other contractual rights or obligations by and between the Individual Participant or Transamerica Employee, Individual Participant's employer if any, and any affiliate of the Aegon Group. If, according to local laws, additional legal steps are needed to actually transfer the Intellectual Property Rights, such Individual Participant or Transamerica Employee agrees to take such additional steps and to cooperate to effectuate such transfer.

**8.** Intellectual Property Rights created during the Hackathon by Company Participants remain with such individuals or their employer (unless the team includes a Transamerica Employee, and if so, such rights are assigned to Transamerica as set forth above) however the Company Participant agrees that Transamerica and its affiliates automatically receive an irrevocable, sub-licensable, non-exclusive license to use, distribute

to the public, display, and modify the Product on terms and conditions to be agreed to by Transamerica or its affiliates and the employer of the Company Participant.

### **Release of liability**

- 1.** Participants accept and agree to these Rules and the decisions of Transamerica and the Aegon Group, and, to the extent allowed by applicable law, release, indemnify, and hold harmless the Aegon Group from any and all liability, for loss, harm, damage, injury (personal or private), cost or expense whatsoever including without limitation, property damage, personal injury of any kind and/or death alleged to occur in connection with participation in the Hackathon.
- 2.** Transamerica shall have no responsibility for any damage to a Participant's personally-owned computer or other personally owned device(s) that is directly or indirectly caused by entering or otherwise participating in the Hackathon, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections that are human or technical in nature. Transamerica is not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical or programming malfunctions, or other errors of any kind or nature.
- 3.** In no event will Transamerica be liable to Participants for any direct, indirect, consequential or punitive damages arising out or in connection with their participation in the Hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise.
- 4.** Transamerica reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties, if the integrity of the Hackathon is compromised, or for any other reason in Transamerica's sole discretion without liability to the Participants.

## Privacy policy

1. As part of registration for and participation in the Hackathon, the Aegon Group collects and processes relevant personal data (e.g., name, phone number, email address, profile picture, IP addresses) that will be used to communicate with you before, during and after the Hackathon and that will be used solely in relation to the organization of the Hackathon; to contact the winners of the Hackathon; and for recruitment purposes. The Aegon Group will not share your personal data with third parties except within the Aegon Group and other than as necessary in connection with the Hackathon and in accordance with applicable tax and privacy laws and regulations. The Hackathon shall retain your data only for as long as necessary with respect to the above described purposes. The Participants express hereby the explicit consent regarding processing operations of their personal identification data for the above mentioned purposes. Please contact [hackathon@aegon.com](mailto:hackathon@aegon.com) if you have questions.

## Confidentiality

1. Throughout the Hackathon, you may gain knowledge about (a) the Aegon Group's business activities, products, services and/or technical expertise and/or (b) information disclosed by the Aegon Group or other Participants which is considered confidential ("**Confidential Information**"). You agree to keep in confidence and not to use or disclose any Confidential Information, including information you are exposed to on the ideation platform and through the application process, other than in connection with the Hackathon and only with people involved with the Hackathon. Notwithstanding the foregoing, Confidential Information does not include information that is (i) or comes into the public domain without violation of the Rules, (ii) independently developed by you other than for the purpose of the Hackathon, or (iii) is already in your possession before the start of the Hackathon. Furthermore, in the event that Participants are required to disclose Confidential Information to an authorized court pursuant to a valid court order, such disclosure shall not be a breach of this undertaking provided that, if permitted by law,

Participant shall give Transamerica prior notice so that it can seek an appropriate protective order. Nothing in these Rules will prohibit Participants from disclosing information, including disclosure of Confidential Information, in the course of reporting, actual or potential violations of law or regulation to a governmental agency, self-regulatory organization, to legal counsel or filed under seal in a lawsuit or other proceeding. The confidentiality obligations set forth in these Rules are in addition to any other confidentiality obligations to which Participants may be subject by virtue of their employment or relationship or are subject to by virtue of their contractual relationship with the Aegon Group.

### **Miscellaneous**

- 1.** These Rules and the Hackathon in Dallas shall be governed by and subject to the laws of Iowa.
- 2.** Any disputes arising out of or in relation with the Hackathon shall be settled amicably, and, where no such settlement can be reached, shall exclusively be brought before the courts of the state of Iowa for the Hackathon organized in Dallas.
- 3.** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**Questions with respect to the Hackathon can be directed to the appropriate location contact:**

**Dallas: [hackathon.americas@aegon.com](mailto:hackathon.americas@aegon.com)**