

GENERAL TERMS & CONDITIONS – Dutch Mobility Hackathon 2018

General

The private limited company ANWB B.V., having its registered office at Wassenaarseweg 220, The Hague (referred to hereinafter as the ANWB), is organizing, along with Air France – KLM S.A. (referred to hereinafter as AFKL) and N.V. Nederlandse Spoorwegen (referred to hereinafter as NS), as well as HTM Personenvervoer N.V. (referred to hereinafter as HTM) (the latter companies referred to jointly hereinafter as the 'Partners'), in the period from Friday 16 November 2018 at 14.00 to Saturday 17 November 2018 at 17.00 the Dutch Mobility Hackathon competition (referred to hereinafter as 'Hackathon'). By taking part in the Hackathon the participant accepts these General Terms & Conditions. Participants can register for the Hackathon by reserving a ticket. Participation in the Hackathon is free of charge.

The ANWB and its Partners reserve the right at all times, without giving reasons and without being liable for compensation, to stop the Hackathon, or to stop organizing it, and/or to change the Hackathon or these General Terms & Conditions. Any changes or amendments to the General Terms & Conditions will be announced by the ANWB via www.dutchmobilityhackathon.nl, likewise if the promotion is stopped, changed or amended.

These General Terms & Conditions and any other available information about the Hackathon can be consulted free of charge on www.dutchmobilityhackathon.nl.

Participants

A participant is every person that has registered for the Hackathon and has been selected by the ANWB and its Partners. To register as a participant in the Hackathon the participant must enter certain data. The minimum age for participation is 18. Each participant may take part only once in the Hackathon.

Participants are obliged to provide correct, up-to-date and complete information when taking part in the Hackathon. The ANWB and its Partners are entitled to exclude a participant from the Hackathon if the participant has provided incorrect, incomplete or misleading data or has committed or tried to commit fraud. Having been excluded, the participant is no longer eligible for a prize and the participant hereby expressly waives all rights to then claim a prize.

Hackathon

Participants will be divided into teams of three to eight people. Participants may compose their own teams and put them forward to the organizers of the Hackathon. The participants will take part in the Hackathon in these teams and have a chance of winning one of the prizes as a team. No participant may take part in more than one team. Participants are not permitted to switch from one team to another during the Hackathon, nor is it permissible to add participants to a team during the Hackathon.

Participants in the Hackathon may remain at the headquarters of the ANWB during the Hackathon. On those days the ANWB and its Partners will make data (referred to hereinafter as the 'Data') available to the participants. By making use of the Data each team of participants has the opportunity to devise new ideas/concepts during that weekend.

Pitch to the jury

During the Hackathon each team of participants has the opportunity, on the basis of the Data, to devise an innovative idea/concept relating to mobility. On Saturday 17 November 2018 each team has the opportunity of making a pitch to the jury about one idea or concept.

Prizes

Participants have a chance of winning a variety of prizes as a team. The prizes are made available by the ANWB and its Partners in the actual condition of those prizes at that moment. The ANWB and its Partners are not liable for any defects – visible and/or hidden – in the prizes and/or any other damage to the prizes (including damage caused by shipment and/or another means of transport). The prizes cannot be exchanged for cash and are not transferable.

Awarding prizes

The winning teams will be decided by an independent jury consisting of representatives of the ANWB and its Partners. The jury will assess the ideas/concepts of the teams in accordance with a number of evaluation criteria and will select the winning teams on that basis. The evaluation criteria on which the jury will assess the ideas/concepts include:

- Value for society / impact
- Value for the ANWB, AFKL, NS and/or HTM
- Value for the members and/or customers of the ANWB, AFKL, NS and/or HTM
- Degree of innovation
- Validation
- Content / prototype

Each of the winning teams selected by the jury receives one of the prizes. The prize winners will be informed verbally on 17 November 2018. The jury's decision is final. All the teams must abide by the jury's decision.

Confidentiality

The participant recognizes the confidential nature of the Data that the ANWB and its Partners make available to participants. The participant will maintain absolute confidentiality with respect to the content of the Data.

Data

The participant is not permitted to copy or distribute the Data, to use it for purposes other than participation in the Hackathon, or to use it outside the headquarters of the ANWB.

The participant is allowed to use the Data only for the duration of the Hackathon. The participant will delete all the Data from his/her laptop or device after the Hackathon, or immediately if so requested by the ANWB and/or its Partners, under penalty of a fine of €5,000. The participant gives the ANWB and its Partners in advance the right to verify whether the Data has indeed been deleted from the laptop or device in question. The ANWB and its Partners retain the ownership of the Data and the intellectual property rights to that Data at all times. The ANWB and its Partners do not vouch for the suitability of the Data for participation in the Hackathon.

If a data set made available to a participant contains depersonalized personal data, the participant is not permitted to combine that data set with any other data sets so that the personal data can be traced to a particular person. In the unlikely event that this occurs, the participant is obliged to report it immediately to the ANWB and its Partners.

Intellectual property rights

The participant grants the ANWB and its Partners the right to test, analyze and use the idea/concept developed by the participant in the context of the Hackathon. The participant grants the ANWB and its Partners the right to be the first to purchase at a reasonable price the idea/concept that he/she has developed. This right lapses after a period of six months, starting on 17 November 2018. The participant guarantees that the idea/concept that he/she has developed does not infringe any rights of third parties. The participants retain the intellectual property rights.

Details of the participant, and use

As a condition of participation, participants must provide correct and complete information, such as name, e-mail, telephone and work/study situation. All the personal data acquired by the ANWB and its Partners in the context of the Hackathon will be processed in accordance with the Dutch General Data Protection Regulation and with the privacy policy set out on the website www.anwb.nl under 'Privacy en cookies'. By taking part in the Hackathon the participant agrees to the content of this privacy policy.

By taking part in this promotion the participant grants the ANWB and its partners permission to use his/her data and a description of the idea/concept that the participant has developed for the purposes of communications relating to the Hackathon.

Liability

Despite all the care and attention that the ANWB and its Partners give to managing the website and organizing the Hackathon, it is possible that the information provided is incomplete or incorrect. The ANWB and its Partners cannot be held responsible for typographical errors, spelling mistakes or other similar errors in the material, of whatsoever nature, made public by the ANWB and its Partners, nor do such errors give rise to any obligation for the ANWB and its Partners. The ANWB and its Partners are not liable for any damage, of whatsoever nature, arising from or related to the Hackathon or participation in it. The ANWB and its Partners

are also not liable for any damage, of whatsoever nature, in connection with the use of the website www.dutchmobilityhackathon.nl. The ANWB and its Partners are not responsible or liable for costs incurred by the participant in connection with participation in the Hackathon.

The participant indemnifies the ANWB and its Partners against claims by third parties in connection with failure to comply with these General Terms & Conditions or in connection with the acts and omissions of the participant. By taking part in the Hackathon the participant declares that he/she will act in accordance with the applicable legislation and regulations.

Gambling tax

The ANWB and its Partners will bear any gambling tax due with respect to the prizes.

Complaints

Any complaints about these General Terms & Conditions and anything arising from them can, on pain of forfeiture, be submitted within four weeks after the end of the Hackathon to the ANWB Contact Center, Complaints Team (customer service), phone number 088 269 22 22. The ANWB and its Partners will do their very best to deal with the complaints as soon as reasonably possible. The Hackathon is governed by Dutch law. In the event of disputes the district court of The Hague has sole jurisdiction.