

Santalucía Impulsa 2020 Programme

LEGAL TERMS AND CONDITIONS

Index

0. INTRODUCTION	2
1. SUBJECT	¡Error! Marcador no definido.
2. PARTICIPATION	2
3. PROJECTS	3
4. VALUATION CRITERIA	4
5. REGISTRATION.....	¡Error! Marcador no definido.
6. CALENDAR or DEADLINES	6
7. PROCEDURE	¡Error! Marcador no definido.
8. PROTECTION OF PERSONAL INFORMATION	8
9. TRADEMARKS, SYMBOLS AND CORPORATE IMAGE RIGHTS	12
10. MISCELLANEOUS	¡Error! Marcador no definido.

0. INTRODUCTION

With almost 100 years of experience in the Spanish insurance market, **SANTA LUCÍA, S.A., Insurance and Reinsurance Company** (hereinafter “**Santalucía**”), is the parent company and founder of the [Santalucía Group](#). **Santalucía** is firmly committed to the progress and well-being of society, doing everything possible to actively contribute to social projects to promote human progress of society.

The identity of the company is based on a culture of proximity towards customers and towards society; to accompany and respond to their needs and concerns, with a long-term vision and prudent management within the framework of established principles and values, promoting a very high ability for innovation.

With this vision in mind the aim is to further develop **the Santalucía Impulsa Startups Programme**. Through it **Santalucía** wishes to identify business solutions that have clear growth and scaling possibilities, which can be backed to achieve their full potential.

In the management and development of the Programme, INNSOMNIA ACCELERATOR, S.L. will be particularly present (hereinafter “**Innsomnia**”), being an entity specialised in providing value-added services in the field of business innovation and digitization, as well as in the design and management of specific incubation programmes and the development of innovative initiatives, possessing the material and human resources necessary to accomplish this, Innsomnia therefore being a partner of Santalucía.

Hereunder, the **terms and conditions** by which the Programme will be governed are detailed.

1. SUBJECT

SANTA LUCÍA, S.A., Insurance and Reinsurance Company (hereinafter “**Santalucía**”), Spanish national insurance company, with company registration number N.I.F. No. A-28039790 and domicile in Madrid, Plaza de España No. 15, postal code 28008, calls the **Santalucía Impulsa Startups Programme** (hereinafter “Programme”), being of free entry, in order to promote open innovation and the values of entrepreneurship.

The Programme will be governed by these terms and conditions, which shall be understood as automatically accepted, without any reservations, by all the Participants who submit their projects to be eligible for the prizes detailed below.

2. PARTICIPATION

Registration to participate is free. However, the acquisition of the status of Participants requires compliance with all the registration requirements contained in these Terms and conditions.

Those individuals or legal entities that meet the following requirements may participate in this Programme:

- In case of an individual, having reached the legal age, having the capacity to act and having legal residence in Spain.
- Employees of the Santalucía Group as well as collaborating companies are unable to participate.
- Having entered the enrolment in the Programme, in due time and form, filling out all the required information.
- Not having been convicted by final judgment, for intentional crimes, with a penalty equal or greater than six months, as long as the criminal liability has not been dismissed.
- The individual or legal entity not being in a legal bankruptcy proceeding.
- Not exceeding 5 years since the legal formation of the company or, in case of individuals, since the registry as a self-employed entrepreneur at the time of the publication of these terms and conditions.

Those Participants who, initially or subsequently, during any of the phases of this initiative, fail to comply with any of the aforementioned requirements, may be removed, at any time, as Programme Participants, losing any and all right to participate in the Programme and receive any type of service.

All information given by the Participants when registering in the Programme must be truthful. For that purpose, all Participants whose data is incorrect or incomplete, will lose any and all right to participate in the Programme and receive any type of service. To this end, by voluntarily registering in the Programme, you authorize **Santalucía** to carry out any verifications it deems appropriate relative to verifying the veracity of the information provided, always related to the professional field.

3. PROJECTS

The Project that enters the Programme must meet the following requirements:

- a) It must be an **incorporated company**.
- b) The product or service must comprise a **Minimum Viable Product (MVP)**. Projects in the ideation phase will not be considered.
- c) It must have a **technological base or incorporate an innovative element** that must be described in the documentation provided while registering.
- d) Although it is not a requirement, the Project's **international visión** will be positively valued, as a means of promoting the global business culture.
- e) It should not include content subject to intellectual or industrial property rights of third parties from which the proper authorization or license has not been obtained.
- f) It must comply with current legislation, morality and public order, as well as with the principles and values embodied in the [Santalucía Code of Ethics and Conduct](#). In this sense, **Santalucía**, with or without the agreement of the Committee of Experts or Jury, reserves the right to eliminate any Project from the Programme which, at their sole discretion, contains or use images or content that are contrary to, or violate, its Code of Ethics and Conduct.

4. VALUATION CRITERIA

Among others, some of the assessable aspects of the Project to be considered are:

- Creativity and innovation criteria
 - Progress in the development of technology which can possibly be applied to the insurance business or to complementary activities in a broad sense
 - Innovation and differentiation degree of the business model compared to current competition
 - Without being exclusive, the application of the project to one of these categories or domains will be positively valued:
 - SENIORS – *Silver Economy*
 - DECEASES – Insurer and funeral homes
 - HOME ECOSYSTEM
 - INVESTMENT – *Wealth Management*
 - EMERGING TECHNOLOGIES
 - DIGITALIZATION
- Entrepreneurial Team Criteria
 - Clear competences and capabilities for business success
 - Team Background
 - Social skills to develop a contact network
 - Knowledge of the industry and/or scope of the Project
 - Commitment and dedication of the Project's team
- Business Criteria
 - Potential market and growth/profitability potential in relation to the insurance business or to complementary activities in a broad sense
 - Expected return, additional investment and risk analysis
 - Marketing strategy
- Economic and social impact of the Project
- International outreach

To complement the information from the Projects, personal interviews may be set up, using an interview script to ascertain information which is not reflected in the documentation provided through the registration form.

5. REGISTRATION

Santalucía launches an open challenge to the startup community in order to innovate in new products, services, and corporate strategic areas. The entity seeks solutions within a vertical integration, so as to incorporate the latest technological innovations into its business model.

On the other hand, Innsomnia will participate in this phase by, among other activities, searching for projects and ideas from startups, entrepreneurs and consolidated companies that can provide solutions to the challenge posed by Santalucía in the following field or vertical:

- **VERTICAL: LEGALTECH**

Santalucía seeks **Legaltech** solutions which can be applied in its parent company and the Santalucía Group companies, improving the **provision of services**, the **experience of customers and users**, and **efficiency in processes**, continually focussing on **digital transformation**.

Therefore, this challenge seeks to find Legaltech applications that cover areas or products of the company such as **Home, Deaths or Wealth Management**, seeking to improve and **optimize operations** and to ensure loyal customers for the corporation, both **Senior** (*Silver Economy*) and **future generation** clients (*Millennials, Generation Z, ...*).

The objective of this challenge is to find tools that also facilitate the **legal and contractual operations of the Santalucía Group** with a special focus on:

- **Artificial Intelligence**
- **Blockchain**
- **Big Data Analytics**
- **Smart Contracts**
- **Other Legaltech Solutions**

and their possible applications in the fields of:

- **Document and process automation**
- **Resolution of judgments**
- **Database management**
- **Processing of claims**
- **Expert reports concerning claims**
- **Wills**
- **Travel documentation**
- **Counselling**
- **Fraud or risk control**
- **Cybersecurity and Privacy**
- **Asset management**
- **Solutions related to digital evidence**
- **Others**

In order to become Participants, candidates must complete the completion process by **registering and sending their information through the Form** available on the Programme's Website,

<https://www.santaluciaimpulsa.es/legaltech/> or Innsomnia's Website, as Programme manager, by clicking on the following link <https://innsomnia.es/es/santalucia.html>.

The form itself indicates which information is compulsory and which is optional, and the following documentation will be requested, among others:

1. Contact information of the Project's representative.
2. Information regarding the Project, following the outline and format stated in the Web Form.
3. Express acceptance of the existing Terms and Conditions of the Programme and the Privacy Policy.

Once the correct and full registration has been verified, a confirmation e-mail with the legal terms and conditions attached will be sent to the Participants.

Any registration received or formalized after the end date of the registration period will not be accepted.

6. CALENDAR or DEADLINES

- a) The Registration Period will commence with the publication of these Terms and Conditions, on May 26, 2020, and will end on July 7, 2020, at 23:59.
Any registration received or formalized after the end date of the registration period will not be accepted.
- b) The Evaluation and Selection Period of the projects received (in two phases) will run from the day after the end of the Registration period (July 7, 2020) until the end of July 2020, the day on which the selection of at least 2 winners of the challenge will be announced. The selected winners will be awarded with participation in the **Santalucía Impulsa Startups** acceleration Programme.
- c) Subsequently, from September 15 (tentative date), the Kick-off will be held, which will start the development of the Acceleration Programme for the selected or winning projects until December 2020 (tentative date).
- d) Until the beginning of December (tentative date), the PoC or Proof of Concept with appliance to Santalucía will be elaborated, adjusting to the mentoring, training and monitoring schedules stipulated in the *Kick-off*.
- e) Finally, at the end of December 2020 (tentative date), accelerated startups must present their prototypes or PoCs at a private event, Demo Day or Partners Day format. At this event the Accelerated Projects in the acceleration Programme will make a presentation to a series of professional experts or jury, who will decide on the best solution, in a place and time to be determined, which will be communicated to the Participants in due time.
 - a. However, if the current special situation and/or circumstances so require, this calendar may be modified, in which case the Participants will be duly informed.

- f) Santalucía may decide to increase or decrease the number of winners without implying non-compliance with these terms and conditions, taking into account the evolution of the Programme.

7. PROCEDURE

Evaluation and Selection Phase

1) PHASE 1:

Firstly, once the Registration Period has ended, Projects participating in the Programme will be selected by an Internal Evaluation Committee made up of technical personnel designated by **Santalucía** and by Innsomnia. This Committee will analyse all received Projects and will pre-select a short list of at least 30 candidates (the “**Selected**”).

Selected candidates must accept the participation conditions in a verifiable and unequivocal manner before proceeding to being considered as conclusively accepted in the Programme.

2) PHASE 2:

Next, a Committee of Experts, made up of experts from **Santalucía** and external technical personnel, will carry out a second evaluation, from which at least 10 finalist projects will emerge.

To complement the information for the Projects, personal interviews may be set up (with prior notice). These interviews are based on an interview script to determine information not depicted in the documentation provided through the registration form.

Once the second evaluation is completed, at least 2 winning startups will be selected to develop a solution that adapts to the needs of the Santalucía Group.

Public information about the to be accelerated selected Projects will be published on the Programme's Website, and each of the Selected projects will also receive notification by e-mail.

The selection criteria for the winners will be based on factors such as the innovative nature of the Project, the soundness of the business approach, the economic viability of the Project and the quality of the presentation, listed in section 5 of these terms and conditions.

Acceleration Phase

The Programme will be taught by Innsomnia experts for an approximate period of 3 or 4 months. This phase includes remote training group sessions or workshops and individual mentoring sessions which may be in person or, as previously stated, also remote (depending on the circumstances) for each project.

The subject matter to be elaborated on will depend on the type of selected companies and the individual interests. However, training includes specific topics needed for the project and the team itself and, in broader scope, matters of financial, commercial and marketing planning, legal aspects, methodologies, analysis of investment sources, communication and presentation of projects, etc.

The Participants that are ultimately chosen will participate in a **completely free Acceleration Programme**, which will be developed and managed by Innsomnia in cooperation with experts from Santalucía.

PoC

As indicated in term 7, until December 4 (tentative date) or December (no established date), the Proof of Concept (PoC) that adapts to needs of Santalucía will be developed, adjusting to the mentoring, training and monitoring schedules stipulated in the *kick-off*.

Regarding the financing and execution requirements of the PoC, they will be agreed upon between **Santalucía** and each Participant individually.

Demo Day or Partners Day

At the completion of the Programme, the accelerated Projects will present each Project in a specifically organised event to reveal the details to an audience of potential interest to Santalucía, with whom they can establish ways of collaboration. The order of presentation will be by draw of lots among the projects. All the projects will have the same presentation time.

8. PROTECTION OF PERSONAL INFORMATION

For the purposes of the provisions of current regulations on the Protection of Personal Data¹, and in accordance with the provisions and these Terms and Conditions of the **Santalucía Impulsa Programme for startups** (“**Programme**”), as a Participant, **Santalucía** provides you with the

¹ That is, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; in addition to Directive 95/46 / EC (RGPD) and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD).

following points in order to be able to offer you information on how we treat your personal data regarding your participation in the Programme.

1. Who is responsible for the treatment of your personal data?

The responsible entity for the treatment of the personal data of the participants in the Programme is **SANTA LUCÍA, S.A., Compañía de Seguros y Reaseguros**, domiciled in Madrid, Plaza de España No. 15, Postal Code 28008, and with company registration number N.I.F. No. A-28039790 (hereinafter "**Santalucía**")

Santalucía has formally appointed a Personal Data Protection Officer, in addition to having the enabled following communication channel dpo@santalucia.es

In the same way, you are informed that when you enter the Programme, as you were informed when sending your information in the registration form, your personal data will also be part of the databases of INNSOMNIA ACCELERATOR, S.L. (hereinafter "**Innsomnia**"), an entity which collaborates with **Santalucía** in the management and development of the Programme. Innsomnia, in turn, will provide you with its corresponding information, in compliance with current regulations of the Protection of Personal Data.

2. How do we obtain your personal information?

We must distinguish between the sources from which your data originates, and the type of personal data processed by **Santalucía**:

a) Sources from which your personal information originates.

- Provided by you when registering through the form available on the Programme's Website, <https://www.santaluciaimpulsa.es/legaltech/> or through the Innsomnia Website, as manager of the Programme, <https://innsomnia.es/es/santalucia.html>, in which case, your information was transferred to us by them.
- Provided by you later on, during the development of the Programme.

b) Type of personal information.

- Identifying data: name and surname(s), phone number, post and e-mail address and corporate image.
- Information of other participants who are participating in the Programme. In this regard, the Participant declares having obtained the consent and having informed

what is specified here to the other participants whose information was provided to **Santalucía** for their participation in the Programme.

3. For what purpose do we process your personal information and what is the legal standing?

We will process your personal information for the correct development, management and achievement of the Programme in which you have voluntarily registered. Therefore, such treatment is legitimised through the required execution of the Programme you are participating in.

This may mean that **Santalucía** needs to carry out the appropriate verifications regarding the accuracy of the information provided, based on its legitimate interest and/or to comply with its legal obligations.

Finally, in order to promote the Programme, as well as the Participants, we may use their corporate image as stated below.

4. To which recipients will your personal information be transferred?

Your information will not be shared, except if it is legally required or if your information is essential for the correct accomplishment of the Programme. Multiple providers, with whom **Santalucía** has signed corresponding data treatment contracts, will have access to your information.

5. How long will we keep your data for?

Your personal information will be stored for the duration of the Programme and, subsequently, will be kept for the legal periods applicable in each specific case taking into account the type of information, as well as the purpose of the treatment, so they can be deleted later on.

In relation to the treatment of the corporate image whose rights have been transferred to **Santalucía**, we must inform you that, even when your corporate image treatment is not subject to any time period or restricted in the national scope of any country, after it has been used in relation with **Santalucía** and the Programme, it may continue to be used. You are therefore informed that you can exercise your rights, at any time, to limit its use with the limitations previously stated. In turn, your corporate image understood as part of your personal information, will be kept for as long as your relationship with the **Programme** is in force, it then being stored the legally applied period of time, and being deleting afterwards.

You can request more information concerning **Santalucía's** data retention periods at: arcolopd@santalucia.es

6. What are your rights in relation to how we use your information?

Santalucía informs you that you have the right to access your personal information and obtain information on how said information is being processed.

Likewise, you have the right to request the rectification of any inaccurate information or, where appropriate, request its deletion when, among other reasons, the information is no longer necessary for **Santalucía**.

Under certain circumstances, you can request to limit the processing of your information, in which case **Santalucía** will only keep your information in case it needs to defend itself against any possible claim.

In addition, in certain circumstances, you may oppose to the processing of your personal information for the purposes informed by **Santalucía**, without it affecting the legality of the treatment based on prior consent. In that case, **Santalucía** will cease to process your personal information, unless there are legitimate reasons to store it, or in case it needs your information to defend itself against any possible claim.

Finally, you can request the right to transferability and obtain, for yourself or for another service provider, certain information derived from your contractual relationship formalised with the Entity.

You may exercise these rights in writing to **SANTA LUCÍA, S.A., Insurance and Reinsurance Company** at the postal address Plaza de España, 15, 28008 Madrid, or at the e-mail address arcolopd@santalucia.es

In both cases, it is required to prove the identity of the person exercising their rights, by sending a copy of their ID, passport or equivalent document, taken from both sides of the document.

Santalucía will provide you with the requested information within a maximum period of one month from receipt of the request. This period may be extended by two additional months if necessary, considering the complexity and number of requests.

You may withdraw consent at any time if consent has been given for a specific purpose, without affecting the legality of the treatment based on the consent prior to your withdrawal.

You may submit a claim to the competent Control Authority in the field of data protection. However, in the first instance, you can file a claim with the Data Protection Officer, who will resolve the claim within a maximum period of two months.

Confidentiality obligations

The Participants and Santalucía commit to secrecy and confidentiality in relation to all the personal data and confidential information that may arise during the development of the Project (*know-how*, finances, security access to facilities, personal data or any other aspect related to the Project, Santalucía and/or the Participants), that may have knowledge as a consequence of the established relationship. This obligation will continue even after the end of your participation.

By registering, the Participant confirms having read and understood the information on data protection provided by **Santalucía**. The Participant also states that the consent of the people whose data has been provided to **Santalucía** for their participation in the Programme has been obtained, and that they have been informed of it.

9. TRADEMARKS, SYMBOLS AND CORPORATE IMAGE RIGHTS

By participating in this Programme, the Participants unequivocally consent to the use, publication and reproduction throughout the world and without limitation of their name, essential personal data and corporate image and, where appropriate, designation, brands and logos in any type of advertising, promotion, publication, including the Internet, or any other means of any nature, for commercial or informational purposes provided that they are related to this Programme by the organizers, without right to compensation of any kind for the participant and without having to pay any amount. This purpose of promotion is essential and necessary for the achievement of the Programme.

Likewise, the selected Projects commit - if requested by the organization - to appearing at a press conference with **Santalucía** executives to present their Projects within the framework of the development of the Programme.

10. MISCELLANEOUS

- a) A period of 10 working days is set, from the jury's decision and the announcement of the winners, to receive claims, which will be forwarded to **Santalucía**. After said period, any claim related to this Programme will not be attended.
- b) For any litigation that may arise from this Programme, both **Santalucía** and the winners and Participants, expressly waive any other jurisdiction to which they may be entitled, and expressly submit to the Courts and Tribunals of Madrid.
- c) **Santalucía** reserves the rights to cancel, suspend or modify these Terms and Conditions, as well as the organization and/or management of this Programme. In particular, if

Santalucía detects the existence of any fraudulent use, it reserves the right to cancel, suspend or modify any of these terms and conditions to correct this misuse of the Programme, at any time during its development.

- d) Santalucía** reserves the right to cancel the Programme at any time due to low participation or for any other justified reason.

All the issues that are not expressly regulated in these Terms and Conditions as well as resolving any discrepancy in the interpretation of said Terms and Conditions, to the purpose and objectives that inspire this initiative and in observance of the internal regulations of **Santalucía**, will correspond uniquely and without appeal to **Santalucía**, the Participant accepting the decisions reached.

Last revision of terms and conditions, May 26, 2020

MORE INFORMATION REGARDING "INSOMNIA" OF THE CALL



HOW TO PARTICIPATE?

<https://innsomnia.es/es/santalucia.html>

WHAT DO I GAIN BY PARTICIPATING?

- Co-development of a proof of concept together with the company and its subsidiaries.
- Specific mentoring adapted to the technological development needs of your project with follow-up by Innsomnia and recognized senior mentors in the Insurtech field.
- Access to Value Added services to grow your project.
- Technological credits through our strategic partners.
- The possibility of reaching an agreement with the company after developing the Proof of Concept
- Contact Network and international networking through The Talent Route.

AND YOU WILL RELY ON INNSOMNIA'S PHILOSOPHY:

- We will not ask you for equity. It is especially important to us that you continue to be the owner of your dream.
- We promote B2B, so we will work closely with you, in order to see your project grow.
- You will be able to become part of the Innsomnia Startup Club, from which we will continue to add value so that you can continue selling worldwide.

WHAT DO WE ASK FOR IN RETURN?

Your effort, dedication and commitment during the months of the Proof of Concept co-creation process, in order to be able to solve the challenges posed by the corporations.