

# Aegon's general social media participation guidelines

March 2020

The following *participation guidelines* (the “*Participation Guidelines*”) apply to anyone accessing or posting to any websites, social media sites or blogs, owned, used or operated by any of the Aegon UK plc group companies (“*Aegon*”), including but not limited to:

- The Aegon UK and Cofunds website;
- Facebook;
- Twitter;
- YouTube;
- Vimeo;
- LinkedIn, and
- any blogs or photo sharing sites.

together these are referred to as the “**Aegon Sites**”.

## Section 1: General social media participation guidelines

- *By using, accessing, or registering with any of the Aegon Sites, you agree to comply with these Participation Guidelines, together with any other specific terms of use related to each specific website, blog or social media platform mentioned in the list above (the “Specific Terms”). We recommend that you print a copy of these Terms for future references.*
- *We may revise these Participation Guidelines and the Specific Terms, from time to time. You should read these Participation Guidelines, the Specific Terms (and any other documents referred to within them) regularly and take notice of any changes.. Your continued use of, access to or registration with any of the Aegon Sites after such changes have been made, constitute your agreement to such changes.*
- *You are also responsible for ensuring that all persons who access or post on any of the Aegon Sites through your internet connection are aware of these Participation Guidelines and the Specific Terms, and that they must comply with them.*
- *All use of the Aegon Sites must adhere to Aegon policies outlined in the Participation Guidelines including all Aegon Sites terms and conditions. In addition Aegon employees must adhere to the internal Aegon policies, in particular the Dignity and Respect Policy, Data Protection Policy and the Information Security Policy.*
- *When using, accessing or registering with any of the Aegon Sites, you agree not to access without authority, interfere with, damage or manipulate: any part of any of the Aegon Sites or contents; any equipment or network on which any of the Aegon Sites is stored; any software used in the provision of any of the Aegon Sites; and/or any equipment or network or software owned or used by a third party. We do not guarantee that the Aegon Sites, or any content on*



it, will always be available or be uninterrupted. You agree to use Aegon Sites at your own risk - Aegon is not responsible for any damage, disruption and inconvenience incurred while or as a direct consequence of using Aegon sites.

- *On the Aegon Sites you may be offered hyperlinks to third party websites and resources that you may be interested in. These links are provided for your information only and do not imply any endorsement by Aegon, any Aegon group company or its service providers, of the linked website or resources. Such links should not be interpreted as approval by Aegon UK plc, Aegon and any Aegon group companies, of those linked websites or resources or information you may obtain from them. We and any Aegon group company have no control over the contents of those sites or resources.*
- *You must be 18 years of age or older to be able to post or upload content to the Aegon Sites.*

## **Posting/commenting/uploading**

*By commenting, posting or uploading content to an Aegon Site, you agree to be solely responsible for the content of all information you post, contribute, link to, or otherwise upload.*

- *You agree that everything you post shall be legal and truthful, accurate, not misleading, and shall not be defamatory, offensive, false or indecent. All claims must be substantiated. You further agree that you have all the necessary rights, permissions, licences and consents to post such content/material.*
- *You agree to use common sense and courtesy e.g to ask permission before publishing or reporting private matters or conversations.*
- *You acknowledge that Aegon has a zero tolerance approach to bribery and corruption. Bribery in all its forms is prohibited including facilitation payments and improper inducements.*
- *You agree not to post any of the following:*
  - *materials that contain confidential information or infringe Aegon's or any third party's intellectual property rights;*
  - *any photos, posts, content or comments that are:*
    - *Obscene*
    - *Threatening or menacing*
    - *Harassing*
    - *False, misleading or inaccurate*
    - *Libellous or defamatory of any person*
    - *Promotions, solicitations or advertisements*
    - *Deceptive or fraudulent*



- *Invasive of another's privacy*
- *Found to contain any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other malware or similar computer code designed to adversely affect the operation of any computer software or hardware*
- *Seen to promote sexually explicit material, violence and/or discrimination*
- *Offensive or*
- *Illegal;*
- *content attempting to impersonate someone else including, but not limited to Aegon customers, clients, or employees, or other community members; or*
- *content that is subject to an internal or external investigation or that refers to or otherwise speaks to ongoing litigation matters or investigations.*

*If you disagree with another individual's opinion, please ensure that your comments are appropriate, respectful and polite.*

## **Content screening**

- *In order to actively monitor any comments, posts and uploads to identify any conflicts with our acceptable use policy, we employ screening software in relation to the use of certain key words around topics such as the Aegon brand, Retiready and our core markets. Your comments, posts and uploads may be screened for relevance to the topic.*
- *If the name of the author (of the post) is not mentioned, the post, content or upload may either be deleted or not posted.*
- *Any postings, contents or materials not in line with these Participation Guidelines will not be published (as determined in the sole discretion of Aegon).*
- *Publication by Aegon does not imply endorsement of any kind.*
- *Aegon reserves the right – for any reason – to remove or report any postings which could be deemed inappropriate, in the sole discretion of Aegon.*
- *Any violation of these Participation Guidelines and/or the Specific Terms may result in a user being banned or blocked from accessing the Aegon Sites as set out in further detail below.*
- *Aegon may monitor all the Aegon Sites using Google Analytics and Falcon Social.*
- *Aegon is not responsible for, and disclaims any liability for, the content or comments of others.*
- *Aegon shall have no liability in relation to:*
  - *any material or comments you post on the Aegon Sites,*
  - *any deletion or non-publication of such material or comments, or*
  - *blocking or banning any user (including you) from accessing the Aegon Sites.*



## Privacy protection

- *Be smart about protecting yourself, your privacy and the privacy of others. What you publish is widely accessible and will be accessible for a long time, so consider the content carefully prior to posting.*
- *Do not post any personal information on the Aegon Sites, including but not limited to, your address, National Insurance number, identification card number, bank account or credit card information, or any sensitive personal information that could be used to identify you.*
- *Do not post any personal or sensitive information about others or any reference to such information, including but not limited to, their name or any information that may be used to identify or locate another individual, that may be used to compromise another person's identity or that could otherwise be deemed to constitute an invasion of another person's privacy.*
- *Posting, commenting on or uploading to any of the Aegon Sites may involve the disclosure of your personal data to us. Please see our [Privacy Policy](#) for further information as to how we process your data.*

## Content/Intellectual Property (IP)/copyright

- *Aegon assumes no responsibility or liability for errors or omissions in any material on any of the Aegon Sites.*
- *For any content you post on or upload to any of the Aegon Sites, you agree that it is your own original work or if it includes intellectual property rights owned by third parties, you agree that you have all necessary rights to use, upload or post that third party content. You specifically grant to Aegon a worldwide, perpetual, irrevocable, royalty-free and fully-paid, transferable right and license to exercise all copyright, publicity, moral rights and any other intellectual property rights with respect to any such content posted. Please read our [Terms of Use](#) and [Privacy Policy](#) which also apply to such content.*
- *We respect the intellectual property rights of others. If you believe that any of your work which you or a third party have posted to the Aegon Sites has been copied in a way that constitutes infringement of any intellectual property rights, please contact us.*

## No advice given

- *No posts or comments made by Aegon or any other users of Aegon Sites should be taken as financial, legal or any other type of advice. Any individual seeking financial or legal advice should consult an independent financial adviser or their legal adviser. Aegon shall have no responsibility to you for any reliance you place upon any posts or comments on the Aegon Site.*



## Disclosure of identity

- *If you have a material connection to Aegon, you agree to disclose and post any connection that you may have to Aegon (such as an agency, incentivised blogger/brand ambassador, vendor, or otherwise).*
- *If you have a material connection to Aegon and you are posting a comment about our products or services, you must disclose your connection to Aegon.*
- *For suggestions on how to disclose a material connection to Aegon, please refer to the Social Media Identity and Endorsement section below.*

## Submitting feedback, queries and/or complaints

- *We always appreciate your feedback and suggestions about Aegon's products and services. You acknowledge and agree that by providing us with your feedback and suggestions that you are granting us a licence to use such feedback and suggestions (in accordance with these Participation Guidelines and our Specific Terms) and that we may use them free of charge and without any obligation to compensate you or notify you in advance of doing so.*
- *Aegon works hard to ensure these Participation Guidelines are adhered to in a fair and consistent manner. If you would like to report abuse, spam or fake profiles, for example, please see the platform specific links below:*
  - [Aegon website](#)
  - [Cofunds website](#)
  - [Facebook](#)
  - [Twitter](#)
  - [YouTube](#)
  - [Vimeo](#)
  - [Linkedin](#)
- *Any questions or issues related to specific Aegon products and services, claims or customer service issues should be submitted to us on our contact form or call or write to us at [Aegon.co.uk](mailto:info@Aegon.co.uk) Please view our [Contact us](#) page for more details.*

## Breaching the Participation Guidelines



- We will determine in our discretion whether there has been a breach of these Participation Guidelines and/or the Specific Terms through your use of any of the Aegon Sites. When a breach has occurred, it is within our discretion take such action as we deem appropriate.
- Failure to comply with the Participation Guidelines and/or the Specific Terms constitutes a material breach of the Participation Guidelines upon which you are permitted to access or use any of the Aegon Sites, and may result in our taking all or any of the following actions:
  - immediate, temporary or permanent withdrawal of your right to use any or all of the Aegon Sites;
  - immediate, temporary or permanent removal of any posting or material or comment uploaded by you to any of the Aegon Sites;
  - issue of a warning to you;
  - legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach;
  - further legal action against you, and
  - disclosure of such information to law enforcement authorities as we reasonably feel necessary.
- We exclude liability for actions taken in response to breach of the Participation Guidelines and/or the Specific Terms. Our response is not limited to the actions listed above, and we may take any other action we reasonably deem appropriate.

## SECTION II: Social media identity & endorsement guidelines

*Understanding who is posting content to the Aegon Sites and their connection to Aegon is important to ensure transparency and foster authentic discussions. The following social media identity and endorsement guidelines outline best practices for disclosing your connection to Aegon.*

### Endorsement guidelines

*Testimonials and endorsements must be truthful and not misleading. To ensure full transparency, if there is a material connection between a person giving an endorsement or testimonial about Aegon or its products or services that may affect how people evaluate the endorsement or testimonial, the connection should be disclosed. Below are recommended disclosures to use as a guide. The key is that the disclosure should be prominent and in close proximity to the endorsement/testimonial and should not be in a website footer, terms of use or privacy policy.*

### Editorial blog

- *Disclose any product, service or compensation provided by a marketer.*
- *Disclosure requirement to be included as part of editorial copy:*



- *'I received \_\_\_\_\_ from (Aegon/Retiready) as a sample to review etc'.*

## Review blog

- *Disclose any product, service or compensation provided by a marketer.*
- *Disclosure requirements to be included as part of editorial copy:*
  - *'I received (X product or service) from (Aegon/Retiready) to review'*
  - *'I was paid by (Aegon/Retiready) to review this (X product or service)'*
  - *Create 'Disclosure and Relationships' section on Aegon's website*

## Video sharing sites

- *Disclosure options to be included as part of video content:*
  - *'I received (X product or service) from (Aegon/Retiready) to review/create this video'*
  - *'I was paid by (Aegon/Retiready) to review/create this video'*
  - *As part of video description*

## Photo sharing sites

- *Disclosure requirement to be included as part of photo description:*
  - *'I received (X product or service) from (Aegon/Retiready) to create this'*
  - *'I was paid by (Aegon/Retiready) to create this'*

## Social media sites

- *Disclosure options to be included as part of photo, video description or status update:*
  - *'I received (X product or service from (Aegon/Retiready)'*
  - *'I was paid by (Aegon/Retiready)'*
  - *Link to 'Disclosures and Relationships' section on profile.*