

# General terms and conditions, Appendix 1

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## Processing of personal data in accordance with (EU) Regulation 2016/679

### 1. General

- 1.1. This Appendix on the processing of personal data is a supplement to Sippelberg NV's General Terms and Conditions, and forms an integral part of those General Terms and Conditions and the Agreement with the Customer. In the event of any inconsistency or contradiction between the General Terms and Conditions and this Appendix, the provisions of this Appendix will prevail in all circumstances. Provisions of the General Terms and Conditions that are not affected by this Appendix remain unchanged, and apply in full.
- 1.2. Sippelberg NV and the Customer recognise that the Belgian Act of 8 December 1992 also, from 25 May 2018, (EU) Regulation 2016/679 (hereinafter "GDPR"), apply to the processing and use of personal data in the context of this agreement. "GDPR" van toepassing zijn.
- 1.3. For the sake of convenience, the provisions of the GDPR are referred to in this Appendix insofar as they do not contradict the current Privacy Act.

### 2. Sippelberg NV as data controller

- 2.1. Personal data on Sippelberg NV's customers (hereinafter also referred to as: "data controller") will be processed in the context of this Agreement. All processing of personal data by processors appointed by the data controller, or people who fall directly under the control of the data controller, falls under the authority of the data controller.
- 2.2. The Data Protection Officer (hereinafter: "DPO") appointed by the data controller can be contacted by e-mail at: [online@stadium.be](mailto:online@stadium.be) or by registered letter at the postal address of the administrative headquarters of the data controller (Sippelberg NV, Sippelberglaan 1, 1080 Brussels, VAT: BE0446312143).
- 2.3. The data controller does not intend to transfer personal data to any third country or international organisation.

### 3. Subject and duration of processing:

- 3.1. The provision of personal data when making the agreement is a necessary precondition for making an agreement. If the data subject does not consent to the provision of personal data, it is impossible for Sippelberg NV to make an agreement with the data subject, since it cannot otherwise guarantee the safety of its members and installations.
- 3.2. Personal data of Sippelberg NV's customers (hereinafter: "Data subject(s)") are processed in the context of this Agreement.
- 3.3. No fixed period for the retention of the Data subject(s) personal data can be set.
- 3.4. The criterion to determine the period for which personal data of Data subject(s) are stored is the term of the agreement itself +2 years.
- 3.5. After that period, the personal data will be archived for statistical purposes in accordance with the purposes specified in article 89 paragraph 1. Archived data will be deleted entirely from the Sippelberg NV databases after 5 years.
- 3.6. Once the agreement between the data subject and the data controller has expired, the data subject, in pursuance of article 17, has the right to demand that the data controller delete his/ her personal data without undue delay. Sippelberg NV is obliged to delete those personal data without undue delay.
- 3.7. Automated Decision-making "profiling" (article 4, paragraph 4) based on personal data that may have consequences for the Data subject(s) will never be used.
- 3.8. The data controller does not intend to process personal data for any purpose other than that for which it was collected.

### 4. Type and purpose of the processing of data

- 4.1. Data subject(s)' personal data will be processed only in the context of Sippelberg NV services and/or web environment.

### 5. Type of personal data

- 5.1. Personal data will be processed providing they were obtained with the voluntary, specific, informed and unequivocal consent of Data subject(s), or in some other legitimate way, in accordance with the Privacy Act/GDPR in the context of Sippelberg NV's services and/or web environment.
- 5.2. The following personal data of the Data subject will be processed including, but not limited to:
  - Customer number (also "Wildcard number", customer's unique identification number)
  - First name
  - Family name
  - E-mail address
  - Postal address
  - Registration date
  - Date of birth
  - Telephone number
  - Direct-debit data (IBAN, BIC, mandate ID, mandate date) where these are required for monthly payments of the data subject's contract. This depends on the type of "Wildcard" contract that the data subject has purchased on signing up.
  - Possible invoicing details (at the request of the data subject)
- 5.3. Processing of special categories of personal data.

These personal data can be processed providing the data subject gave explicit permission when signing up to use his/her biometric data (fingerprint) with a view to unique identification of the data subject. Biometric data of the data subject will be used only to authenticate the data subject. Processing of these data is in anonymised form at all times, as described in accordance with GDPR (article 4, paragraph 5).

If the data subject does not give his/her consent to use access control based on biometric data, an admission pass can be obtained on request. This means the data subject cannot obtain automatic access to Sippelberg NV's premises, which may restrict the services for the data subject.

### 6. Sippelberg NV as processor

- 6.1. Sippelberg NV will process personal data on the exclusive basis of the data subject's written approval, including transfers of personal data to a third country or an international organisation, save where a provision of EU law or of Belgian law that applies to Sippelberg NV requires the processing of those data. In this event, Sippelberg NV will notify the data subject of that statutory regulation before processing, unless the legislation prohibits such notification for compelling public-interest reasons.
- 6.2. Sippelberg NV guarantees that persons authorised to process the personal data have undertaken to observe confidentiality, or are bound by an appropriate legal duty of confidentiality.

- 6.3. In accordance with article 32 GDPR, Sippelberg NV takes all required appropriate technical and organisational measures relating to the security of data-processing.
- 6.4. Sippelberg NV complies with the conditions specified in article 28, paragraphs 2 and 4 of the GDPR relating to hiring another data-processor. Sippelberg NV shall inform the Customer of any planned changes relating to the addition or replacement of other data-processors, in which case the Data subject(s) will be offered the opportunity to challenge those changes. In the event of Sippelberg NV hiring another data-processor, or subcontracts one for specific processing activities, that other processor will be obliged by agreement and in pursuance of EU law or Belgian law to comply with the same obligations on data protection as in the present agreement, more specifically the requirement to offer adequate guarantees relating to the application of appropriate technical and organisational measures to comply with the processing to the Privacy Act/GDPR.
- 6.5. Taking the nature of the data-processing into account, and wherever possible, Sippelberg NV will support the data subject through appropriate technical and organisational means in complying with its duty to respond to requests to exercise the rights of the data subject as laid down in Chapter III of the GDPR.
- 6.6. Taking the nature of the processing and the information at its disposal into account, Sippelberg NV will support the Customer in complying with its obligations relating to articles 32 to 36 of the GDPR.
- 6.7. After the end of processing services, and at all events on expiry of the processing period (3.4) in any way whatsoever, all personal data will be deleted, and existing printed copies will be removed, unless storage of the personal data is required under EU law or Belgian law.
- 6.8. Sippelberg NV will make all information available to the Customer that is necessary to prove compliance with the obligations listed in article 28, paragraph 3 of the GDPR and the current article 6, and make audits, including inspections, possible by an auditor authorised by the data subject, and will contribute to it. Sippelberg NV. will immediately notify the data subject if they believe an instruction or commission by the data subject in the context of the Agreement would be a violation of privacy laws.
- 6.9. In the event of the European Commission or Privacy Commission specifying standard contract provisions for the matters specified in article 28, paragraphs 3 and 4 of the GDPR, Sippelberg NV will replace the current article 6 with those standard contract provisions.