# Principles of processing client data

NPO Spordiürituste Korraldamise Klubi (reg. code 80140548)

## 1. GENERAL PROVISIONS

1.1 The principles the Spordiürituste Korraldamise Klubi (hereinafter as SÜKK) uses for processing personal data are described in this document (hereinafter as the principles).

1.2 The principles are applied when a Client uses, has used, or has expressed the wish to use services provided by SÜKK or is related to the services in another manner.

1.3 SÜKK shall collect and process the Client data only to the extent necessary for participating in the events organised by SÜKK and for providing the best service to the Clients.

1.4 By registering oneself to an event organised by SÜKK, i.e. becoming a Client of SÜKK or by expressing one's wish to become a Client, one gives consent for processing the Client data according to the conditions and order provided in these principles.

1.5 SÜKK shall keep the personal data known to them strictly confidential and shall protect the Client's personal data from illegally ending up with third persons using efficient info technological security measures, and shall ensure the legality of the processing of Client data.

1.6 SÜKK shall have the right to unilaterally change these principles of processing Client's personal data, informing the Clients of this via its website www.jooks.ee at least 1 (one) month ahead before the changes are implemented, excl. if the principles are changed only due to amendments made to the legislation.

1.7 SÜKK can use processors to process the Client data. In such an event, SÜKK shall ensure that the processors process the Client data according to the instructions by SÜKK and following the applied legislation and that required security measures are applied.

1.8 SÜKK may forward to the Client their own or their partners' service advertisements and forward customer satisfaction surveys with the aim of improving the service quality if the Client has given such consent. The Client shall have the right to refuse to receive such offers or surveys at any time by informing SÜKK.

#### 2. TERMS

2.1 Personal data – data of the identified or identifiable physical person occurring while providing the offered or provided services.

2.2 Client data – any information known about the Client, incl. personal data (e.g. name, personal identification code, contact information, etc.) and Service data.

2.3 Processing of personal data – any action taken with the Client data, incl. collecting, saving, preserving, amending, allowing access to, making inquiries about, using, forwarding, and destroying the Client data.

2.4 Customer relationship – legal relationship occurring between the Client and SÜKK when the Client uses, has used or has expressed their wish to use any service provided by SÜKK.

2.5 Client – any physical or legal person who uses or has expressed their desire to use the services provided by SÜKK.

2.6 Services – sports events and related activities organised by SÜKK.

2.7 Service data – data about the Client learned in the process of providing the service, primarily data on registering for the sports event.

#### 3. CLIENT DATA AND AIMS OF PROCESSING

3.1 SÜKK processes Client data that has been learned about the Client during the Customer relationship or when a person registers as a Client of SÜKK. Client data is not disclosed to third persons, excl. if the need to disclose the data occurs from SÜKK providing the service (e.g. the body providing the race timing service), from the law, if the Client has granted a permit for disclosing one's data or if the data needs to be disclosed in an instance where the Client has breached the contract (e.g. the body providing the service of ordering debts).

3.2 SÜKK processes the Client data to:

3.2.1 offer the Clients the opportunity to use the SÜKK's services (e.g. participating in a sports event);

3.2.2 perform the obligations to the Clients concerning providing the service;

3.2.3 provide the Client with important information about service provision (e.g. participant's number, changing the starting times, unusual weather conditions, etc.);

3.2.4 better understand the Client's expectations about the service, to assess the customer experience and the service quality (e.g. client surveys, consumer surveys, etc.);

3.2.5 analyse client groups and/or service use and to create reports;

3.2.6 follow the obligations pursuant to the legislation of the Republic of Estonia.

3.3 On one's client account, the Client sees which data SÜKK has gathered about them and can supplement or amend it if necessary.

3.4 The data that SÜKK processes include the Client's first name and last name, personal identification code, citizenship, place of residence (county/city/rural municipality), gender, telephone number, e-mail address, service consumption and activities related with the provision of service.

#### 4. SAVING THE CLIENT'S DATA

4.1 SÜKK shall have the right to save all notifications and orders and other Client transactions forwarded using communication means (e-mail, telephone, etc.) (e.g. transactions in e-service, at the competition center) and if necessary, use these to prove the transactions.

4.2 To ensure safety, SÜKK can use surveillance equipment to observe the territory in their use (e.g. the competition center, the start) and its vicinity, incl. persons objects, processes for the purposes of ensuring safety, and record the outcome of the surveillance procedure. This data is used only based on the purpose of gathering the said data.

4.3 The recordings of the surveillance equipment can be used to defend the rights and perform the obligations of SÜKK and for proving the actions and/or illegal actions and/or damages caused by the Client.

## 5. AMENDING THE CLIENT DATA AND PROTECTION OF CLIENT RIGHTS

5.1 The Client shall have the right to access their personal data and the information concerning them (e.g. registered events, results, etc.) at any time. Also, the Client has the right to demand that their data is corrected at any time (if it has changed or is false for another reason) or erased.

5.2 SÜKK confirms that:

5.2.1 it shall protect the Client data with appropriate safety and confidentiality rules and has implemented all necessary measures to protect the Client data;

5.2.3 its employees are aware of the personal data protection principles and the obligation to keep it confidential, and that they are responsible for breaching the aforementioned obligation;

5.2.4 its employees shall have the right to process the Client data only for performing work tasks;

5.2.5 processing Client data without a professional need, incl. looking at Client data is prohibited;

5.2.6 it demands from all partners with whom it collaborates in processing the Client data (e.g. IT, timing service provider) that they keep to the same principles for processing Client data.

5.3 If the Client finds that the processing of the Client data is not permitted according to legislation, the contract signed with them or the principles, they shall have the right to end the processing, disclosing and/or granting access to their Client data.

5.4 SÜKK shall process the Client data as long as the aims for processing the Client data are reached or the obligations pursuant to legislation have been performed.

5.5 If the Client finds that SÜKK has breached their rights in processing the Client data, they have the right to forward their request for terminating the breach to the Customer support via e-mail jooks@jooks.ee or telephone 608 7576.

5.6 The Client shall have the right to contact the Data Protection Inspectorate or court if their rights are breached.