

**SelfServe**  
**GDPR T&Cs**

**Why are these GDPR T&Cs required?**

As you may be providing us with personal data when you provide us with an order, under the GDPRs, we are both required to enter into a written contract containing certain terms about how we may process that personal data on your behalf.

These GDPR T&Cs set out the terms required under the GDPRs.

Please read these GDPR T&Cs carefully as, by using our SelfServe website and/or providing us with an order, you confirm that you have read, understood and accept the terms and conditions contained within these GDPR T&Cs.

If you want to ask us anything about these GDPR T&Cs or have any comments on or complaints about our SelfServe website then please contact us using the contact details shown on this SelfServe website.

**Parties**

- (1) Park Retail Limited (t/a “Appreciate Business Services” or “Appreciate: The home of Love2shop”) incorporated and registered in England and Wales with company number 402152 whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED (“**Park/our/we/us**”); and
- (2) The entity using our SelfServe website and/or providing us with an Order (“**Customer**”).

**1. Definitions**

In these GDPR T&Cs, the following definitions shall apply:

- 1.1. **Data Protection Laws** means:
  - 1.1.1. the General Data Protection Regulations ((EU) 2016/679) (“**GDPR**”);
  - 1.1.2. Directive 95/46/EC (Data Protection Directive);
  - 1.1.3. any laws which implement, replace, extend, re-enact, consolidate or amend either of the above;
- 1.2. **Data Subject, Personal Data, Processing** and **Processor** shall have the respective meanings given to them in the applicable Data Protection Laws from time to time (and related expressions, including **Process, Processed** and **Processes** shall be construed accordingly) and **Personal Data Breach** shall have the meaning given to it in the GDPR;
- 1.3. **Order** means any order received from the Customer (but not necessarily accepted by Park) for Park’s goods and/or services whether via SelfServe or otherwise.
- 1.4. **Protected Data** means Personal Data received by Park from or on behalf of the Customer, including, but not limited to, such Personal Data contained within or otherwise in connection with an Order; and
- 1.5. **Sub-Processor** means any agent, subcontractor or other third party (including, but not limited to, such parties’ employees and personnel) engaged by Park for carrying out any Processing activities on behalf of the Customer in respect of the Protected Data.

**2. Compliance with Data Protection Laws**

- 2.1. If Park Processes Protected Data on behalf of the Customer during the course of providing any goods and/or services to the Customer, including, but not limited to, in relation to an Order it does so:
  - 2.1.1. upon the strict condition that the Customer warrants and undertakes that it has a valid legal basis and/or obtained the necessary consent(s) from the Data Subject(s):

- 2.1.1.1. to transfer the Protected Data to Park; and
    - 2.1.1.2. to enable Park to lawfully Process the Protected Data in accordance with the Customer's Specific Processing instructions set out in Schedule 1 of this Variation Agreement;  
in accordance with all applicable Data Protection Laws; and
  - 2.1.2. as the Customer's Processor and undertakes to do so in compliance with the obligations placed on it under both Data Protection Laws and the terms of these GDPR T&Cs.
- 2.2. Any Processing of the Protected Data by Park shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in Schedule 1 of these GDPR T&Cs.
- 3. Instructions**

Park shall only Process (and shall ensure Park's employees and personnel only Process) the Protected Data in accordance with all applicable Data Protection Laws and these GDPR T&Cs, (unless alternative Processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before Processing).
- 4. Security**

Park shall implement and maintain the technical and organisational measures set out in Schedule 2 of these GDPR T&Cs to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 5. Sub-Processing**

Park shall have general written authorisation to permit any Processing of Protected Data by any Sub-Processor without the Customer's specific written authorisation upon the strict condition that Park shall:

  - 5.1. prior to any Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under these GDPR T&Cs that is both compliant with Data Protection Laws and enforceable by Park and ensure each such Sub-Processor complies with all such obligations;
  - 5.2. remain fully liable to the Customer for all the acts and omissions of each Sub-Processor as if they were its own;
  - 5.3. ensure that all persons authorised by Park or any Sub-Processor to Process the Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential; and
  - 5.4. inform the Customer of any intended changes concerning the addition or replacement of any Sub-Processor, thereby giving the Customer the opportunity to object to such changes.
- 6. Assistance**

Park shall:

  - 6.1. assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR and any data protection impact assessments (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the Processing and the information available to Park; and
  - 6.2. taking into account the nature of the Processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III ("Rights of the data subject") of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

**7. International transfers**

Park (or Park's Sub-Processor) shall not Process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed) and in any event in compliance with Data Protection Laws.

**8. Audit**

- 8.1. Park shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate the Customer's compliance with the obligations placed on it under both Data Protection Laws and these GDPR T&Cs, and allow for and contribute to audits, including inspections, by the Customer.
- 8.2. Park shall immediately notify the Customer in writing if it is requested to do anything that would infringe any Data Protection Laws or any term of these GDPR T&Cs.

**9. Breach**

Park shall notify the Customer without undue delay and in any event in compliance with Data Protection Laws and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

**10. Deletion/return**

Upon completion of each Order, and therefore at the end of the need to Process any Protected Data, at the Customer's option, Park shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law or reasonable audit procedures require Park to store such Protected Data, and confirm to the Customer in writing that it has complied with the provisions of this clause 10.

**11. Notices**

Any notice or other communication given to a party under or in connection with these GDPR T&Cs shall be in writing and shall be delivered to the other party's registered address.

**12. Severance**

If any provision or part-provision of these GDPR T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12 shall not affect the validity and enforceability of the rest of these GDPR T&Cs.

**13. No partnership or agency**

Nothing in these GDPR T&Cs is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**14. Governing law and Jurisdiction**

These GDPR T&Cs and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these GDPR T&Cs or its subject matter or formation.

**15. Variation**

We may vary these GDPR T&Cs at any time. Any variations that we make to these GDPR T&Cs will be displayed within our SelfServe website, which you should check frequently for any variations. You agree that this is an appropriate method to vary these GDPR T&Cs.

**Schedule 1 - Data Processing details**

**1 Subject-matter of Processing:**

The provision of the goods and/or services detailed within the Order, including, but not limited to, delivery of Park's good and/or services direct to the Data Subjects nominated by the Customer (including, but not limited to, the Customer's employees, customers, suppliers and/or referrers).

**2 Duration of the Processing:**

From receipt of the Protected Data until the completion of the Order.

**3 Nature and purpose of the Processing:**

Park shall Process all Protected Data only to the extent necessary to provide the goods and/or services under the Order.

**4 Type of Personal Data:**

Non-sensitive personal data relating to individual person(s).

**5 Categories of Data Subjects:**

Non-special categories of individual persons.

**6 Specific Processing instructions:**

Park shall Process all Protected Data in accordance with: the terms of the Order; these GDPR T&Cs; and/or other written instructions of the Customer.

Depending on the nature of the goods and/or services provided by Park to the Customer, such Processing may include, but is not limited to, the following:

- A. analysing Data Subjects' sales and/or performance data provided by the Customer to determine the value of goods and/or services to be rewarded by the Customer to those Data Subjects;
- B. Processing Data Subjects' names, addresses, email addresses and/or other contact information in order to:
  - a. deliver any goods and/or services to those Data Subjects on behalf of the Customer; and
  - b. remind those Data Subjects about the goods and/or services that have been delivered, including, but not limited to, notifying those Data Subjects about any unspent value in the goods and/or services;
- C. reporting to the Customer on the delivery, performance and uptake of the goods and/or services delivered to the Data Subjects (but not including transactional level data relating to where the goods and/or services have been redeemed by the Data Subject); and
- D. any other Processing necessary to provide the goods and/or services under the Supply Agreement.

## **Schedule 2 - Technical and organisational security measures**

Park shall implement and maintain technical and organisational security measures to protect the Protected Data, in accordance with Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of the Protected Data to be carried out under or in connection with any Order, as well as the risks of varying likelihood and severity for the rights and freedoms of Data Subjects and the risks that are presented by the Processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise Processed, Park shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.