

PRIVACY POLICY VIKING DEALS

1. General

'Viking Deals' is a product of Mobile Vikings nv, with its registered office at Kempische Steenweg 309/1, 3500 Hasselt, with company number: 0886.946.917 (hereinafter '*Mobile Vikings*').

In the context of Viking Deals, Mobile Vikings shall process your personal data for various purposes. The collected data is stored and managed in systems controlled by Mobile Vikings. Mobile Vikings is the controller of your personal data. This means that Mobile Vikings shall determine the purpose of and means by which your personal data is processed.

Mobile Vikings regards the protection of your privacy as paramount. It is therefore the intent of Mobile Vikings to provide you with as much information as possible in this privacy statement as regards the data collected, the purpose of the collection thereof, and how long this is to be stored, along with what your privacy rights are and how these may be exercised. For this reason, we recommend that you read this privacy statement thoroughly. Should you have any questions in relation thereto, you are of course free to contact us at any time using the contact details listed below.

This privacy policy shall only apply to the processing of personal data in a Viking Deals context. The general privacy policy of Mobile Vikings can be found [here](#).

2. What data do we collect?

In the context of Viking Deals we process the following types of personal data:

- ◆ **Identification number and total purchase price:** On the use of a Viking Deal, Mobile Vikings assigns an identification number to your account, which makes it possible for Viking Deals partners to uniquely identify you as a Viking on the purchase of their products or services, and whereby Mobile Vikings shall also record the time at which you activate a Viking Deal. This identification number is linked to the total price of your purchase from the partner, thereby enabling Mobile Vikings to award the correct number of Viking Points to your account.
- ◆ **Purchase data:** Mobile Vikings receives data from Viking Deal partners in relation to your purchase, such as the cost price, date and time of purchase, the names of products or services purchased by you, along with information on these products or services or the supplier thereof.

3. For what purposes will this data be used?

In the context of Viking Deals, personal data shall be processed for several purposes, which have been listed below, and whereby in each case only the data required to achieve the intended purpose shall be processed.

Specifically, we collect your personal data for the following purposes:

- ◆ **To calculate Viking Points and award these to your account:** Your data is primarily used to award the correct number of Viking Points you are entitled to, based on your purchases from Viking Deal partners. Therefore, when you make a purchase from the website of one of our partners, we share an identification number with said partner and our intermediary partner (these parties are a go-between making it possible for Mobile Vikings to connect with the

Viking Deals partners to award your Viking Points, e.g., TradeTracker) that is linked to your Mobile Vikings account. The partner shall then link this number to the total price of your purchase and return this information to Mobile Vikings; this amount and the terms and conditions of the deal shall then form the basis of the correct amount of Viking Points to be awarded to your account.

- ◆ **To personalise the Viking Deals offer for you:** Based on the data vis-à-vis your purchases from Viking Deals partners, Mobile Vikings shall attempt to personalise the Viking Deals page to your tastes and tailor the offer to your probable interests and preferences. Should you, for example, purchase a new controller for your game console through Viking Deals, you may see more deals in future that relate to games and gaming accessories for the console concerned. The information so collected in relation to your interests shall at no time be shared with other companies and shall be solely used to show Viking Deals of more relevance to you. You preferences concerning personalisation of Viking Deals may be managed by you at all times on your profile page.
- ◆ **To keep you informed about offers by Viking Deals partners:** Mobile Vikings may also use your contact data to communicate with you about offers and promotions by Viking Deals partners which we think may be of interest to you. This shall only occur should you have granted your explicit consent in this regard. You may withdraw your consent and modify your communication preferences at any time.
- ◆ **For the purposes of fraud prevention and/or its detection:** Mobile Vikings may also use your data to prevent, detect and investigate illegal or suspected illegal activities, such as fraud, as well as to enforce our general terms and conditions with respect to Viking Deals.
- ◆ **For the purposes of compliance with legislative and regulatory requirements:** We may also use your personal data to satisfy legislative and regulatory requirements that Mobile Vikings must comply with and to have audits and controls performed. Mobile Vikings may be required by law to disclose personal information in the context of a dispute or litigation, or should this be required by certain government agencies (e.g., police, courts, emergency services). For the purpose of complying with these legislative and regulatory requirements, we may disclose this information without your knowledge, consent or even without notification thereof. Furthermore, we are legally obliged to retain certain data within the framework of our general tax and accounting obligations.
- ◆ **To conduct studies or tests, keep statistics and improve Viking Deals:** Your anonymous, aggregated data, for example, may be used to report internally and externally on the use of Viking Deals. The data used to this end cannot be traced to a specific individual. The information obtained from these analyses shall be used to assess and adapt Viking Deals on the basis of new developments.

4. **To which third parties might this data be transmitted?**

- ◆ **To suppliers, subcontractors and other service providers:** Other companies, agents, subcontractors or other service providers shall be relied upon to perform certain services on our behalf or to assist us in providing you with services. For example, we work with suppliers to provide marketing, communications, infrastructure and IT services to: optimise our services, provide customer service, analyse data, and process and manage user feedback.

These suppliers may obtain access to your personal data or other information when providing such services. In any event, these companies are only permitted to process your personal data to the extent necessary for the provision of their services or compliance with certain laws, and we require that they take the necessary measures to respect the confidentiality of your personal data and to provide appropriate security to this end.

- ◆ **To government offices:** We may also share or transmit personal data, including the content of your communications: (i) to comply with the law or as part of legal processes or requests; (ii) to detect, prevent or otherwise address fraud and technical security issues; or (iii) to protect Mobile Vikings's rights and property, including the enforcement of our general terms and conditions of use.
- ◆ **To others with access to your Mobile Vikings account:** Should you share your Mobile Vikings account with others or grant access to your account via another means, such persons will be able to view (personal) data.
- ◆ **Business transfers:** Mobile Vikings reserves the right to transfer data, including personal data, in connection with any reorganisation, restructuring, merger, sale or other transfer of company assets, provided that the receiving party consents to process your personal data in accordance with this privacy statement.

5. What measures are taken to secure my personal data?

The protection and security of your data are top priorities. A variety of security technologies and procedures are deployed to provide your data with appropriate protection against unauthorised access, use or disclosure. For example, the personal data you share is stored on computer systems with restricted access and which are housed in secure buildings.

Nevertheless, it is not possible to guarantee any security system as 100% secure. We are unable, therefore, to guarantee the categorical security of your data and refuse any liability for unauthorised access thereto. By using our services or otherwise providing information to us, you consent to any electronic communications sent by us in regard of security, privacy and management issues relating to your use of our services. You are responsible for maintaining the confidentiality of the password used to protect your accounts and personal data. This means that if you share a computer with others, you should always log out before leaving the service.

6. Storage period

We shall not retain your data longer than is necessary to achieve the purpose for which it was collected, in particular with respect to the statutory storage and limitation periods and taking into account the fact that some data must be retained for a certain period of time by virtue of certain laws. You may contact us to request additional details on the retention periods applicable to the various aspects of your personal data.

7. Your rights

Mobile Vikings is pleased to inform you about your rights in connection with our use of your personal data, along with how these rights may be exercised.

➤ ***What are the rights to which you are entitled?***

You are entitled to the following rights with respect to the processing of personal data:

◆ **Right of access**

You have the right at all times to know whether or not Mobile Vikings processes your personal data. Should Mobile Vikings process this data, you have the right to receive additional information about:

- ❖ the processing purposes;
- ❖ the categories of personal data involved;
- ❖ the recipients or categories of recipients (e.g., service providers who process certain personal data on behalf of Mobile Vikings);
- ❖ where possible, the storage period or, should this not be possible, the criteria for determining this period;
- ❖ the existence of your privacy rights;
- ❖ the right to lodge a complaint with the supervisory authority;
- ❖ the information that Mobile Vikings has at its disposal concerning the source of this data, in the event that Mobile Vikings should have obtained this data from a third party;
- ❖ the existence of automated decision-making (i.e., decisions made concerning your person by technological means, but without any human intervention).

You are also entitled to receive a free copy of the processed data in an intelligible form. Mobile Vikings may charge reasonable fees to cover its administrative costs for any additional copy requested.

◆ **Right to rectification of personal data**

You have the right to have incomplete, erroneous, inappropriate or outdated personal data corrected or deleted. We therefore recommend that you regularly verify whether it is still up-to-date. As soon as you log in via your account, you can easily manage certain personal data yourself. For other issues, our contact details may be found at the bottom of this document. We shall then modify or delete this information, where necessary, within the legally established deadlines.

◆ **Right to erasure of data/right to be forgotten**

You have the right to have your personal data deleted without unreasonable delay in the following cases:

- ❖ your personal data is no longer needed for the purposes for which it was collected or otherwise processed by Mobile Vikings;
- ❖ you withdraw your previous consent to processing and there is no other legal basis to which Mobile Vikings may appeal for (continued) processing;
- ❖ you object to the processing of your personal data and there are no more serious or justified grounds for (continued) processing by Mobile Vikings;
- ❖ your personal data has been unlawfully processed;
- ❖ your personal data must be deleted to comply with a legal obligation;
- ❖ your personal data was collected when you were still a minor.

That Mobile Vikings may be prohibited from deleting all requested personal data at all times must be taken into account, for example, where Mobile Vikings should be legally obliged to keep this data up to date (e.g., invoicing data) or where the processing thereof is required for the institution, exercise or substantiation of a legal claim. In this regard, Mobile Vikings shall inform you in greater detail in its response to your request.

◆ **Right to restrict processing**

You have the right to obtain a restriction on the processing of your personal data should one of the following hypotheses apply:

- ❖ you contest the accuracy of the personal data: the use thereof is limited for a period of time to enable Mobile Vikings to verify the accuracy of the data;
- ❖ the processing of your personal data is unlawful: instead of deleting your data, you request the restriction of the use thereof;
- ❖ Mobile Vikings no longer requires your data for the original processing purposes; however, you require it for the institution, exercise or substantiation of a legal claim: instead of deleting your data, the use thereof is restricted to the institution, exercise or substantiation of the legal claim;
- ❖ to the extent that no decision has been taken yet on the exercise of your right to object to the processing, you should request that the use of your data be restricted.

◆ **Right to data portability**

You have the right to request the transfer of your personal data, for example to facilitate a change of service provider. This shall only be possible for the personal data you have provided to Mobile Vikings yourself and that is processed based on your consent or in execution of our agreement. In all other cases, you may not invoke this right (for example, where your data are processed on the basis of a legal obligation).

Should you exercise this right, you may appeal to Mobile Vikings to have the relevant personal data: (i) returned in a structured, common and machine readable form; and (ii) transferred directly to another controller. Where this should be the case, you are responsible for the accuracy and security of the (e-mail) address you provide for the transfer. However, Mobile Vikings may refuse this right should the transfer be technically impossible.

◆ **Right to object to processing**

You have the right to object, based upon your particular circumstances, to the processing of your personal data, should the processing be in the legitimate interest of Mobile Vikings or in the public interest. Mobile Vikings shall discontinue processing of your personal data, except where Mobile Vikings is able to demonstrate compelling and legitimate grounds for processing that outweigh yours, or should the processing of personal data concern the institution, exercise or substantiation of a legal claim. You have the right to object to processing in the context of direct marketing at all times, as well as to profiling carried out by Mobile Vikings for the purpose of direct marketing.

◆ **Right to withdraw consent**

To the extent that the processing of personal data is based on consent, you are entitled to withdraw your consent at any time.

◆ **Right to object**

You have the right to lodge a complaint with the Data Protection Authority. The Data Protection Authority may be contacted at the address below:

Data Protection Authority
Rue de la Presse/Drukpersstraat 35
1000 Brussels

For additional information, Mobile Vikings refers to the Data Protection Authority website:
<https://www.dataprotectionauthority.be/>

➤ ***Procedure for exercising your rights***

◆ **Request**

Your rights may be exercised by submitting a request to privacy@mobilevikings.be or to the following address:

Mobile Vikings nv
Kempische Steenweg 309/1
3500 Hasselt

For the exercise of your rights and the prevention of any unauthorised disclosure of your personal data, your identity must be verified by Mobile Vikings. Should there be any doubt or ambiguity, Mobile Vikings shall first request that you provide additional information (usually a copy of the front of your identity card).

◆ **Costs**

You may exercise your privacy rights free of charge, unless your request should be manifestly unfounded or excessive due to its vexatious nature. Where this is the case, Mobile Vikings has the right and option - in accordance with privacy laws - to (i) charge a reasonable fee (taking into account the administrative costs of providing the requested information or communication and the costs associated with taking the requested action), or (ii) refuse to comply with your request.

◆ **Form**

Where your request should be submitted electronically, the information shall be provided electronically where possible, unless you should request otherwise. Mobile Vikings shall, in all cases, provide you with a concise, transparent, understandable and easily accessible response.

◆ **Period**

Mobile Vikings shall respond to your request as soon as possible, and at least within one month of having received your request (this period starts as soon as your identity has been sufficiently demonstrated to Mobile Vikings). Depending on the complexity of the requests and their number, this period may be extended by two months. Should the term be extended, Mobile Vikings shall notify you thereof one month after having received the request.

◆ **Failure to comply with your request**

Should Mobile Vikings fail to comply with your request, Mobile Vikings shall always inform you of the option to lodge a complaint with a supervisory authority and/or to file an appeal with the court in its reply.

8. Amendments to this privacy statement

From time to time, this privacy statement shall be amended, for example in the context of changes to our services. At such time that the amendments to the privacy statement are published, the date of the 'last update' shall be modified at the bottom of the document and you shall be notified thereof in advance (e.g., notification by e-mail) and, where required by law, your prior consent shall be requested.

9. Contact

Should you have any questions about our products or services or about this privacy statement, please contact us via one of the channels listed below:

- By post: Mobile Vikings nv, Kempische Steenweg 309/1, 3500 Hasselt
- E-mail: privacy@mobilevikings.be

10. Miscellaneous

This privacy statement is governed by Belgian law. All disputes relating to this privacy statement fall under the exclusive jurisdiction of the courts of Hasselt.

Version: 16 September 2019