

#### TERMS OF USE AND PRIVACY STATEMENT

#### 1. Introduction

The european brand & packaging design association (epda) is committed to complying with the Data Protection Act 2018, which brings the General Data Protection Regulation (GDPR) into European law. These terms of use and privacy policy explain what information we collect about you and your organisation when you visit this Website, elect to receive communications from us and engage with our services.

The epda is a non-profit organisation headquartered in Switzerland, Rue du Simplon 40, 1800 Vevey

We treat all data we receive with the utmost care and consideration. Please read these terms in full to ensure you are aware that any personal data is kept securely, up-to-date and protected, and that you understand how we use it to offer you the best experience.

You have the right to unsubscribe from our database by selecting the unsubscribe option at the bottom of any of our communications or by contacting claudia@ epda-design.com

We may update our website and change our terms from time to time. Please check these terms to ensure that you understand them.

For more information or to exercise your data protection rights, please contact us via claudia@epda-design.com, or 0049 2102 1029940, or write to us at:

european brand & packaging design association epda Office attn. Claudia Josephs Bergstraße 11 40878 Ratingen Germany

Official Address

epda | Rue du Simplon 40 | 1800 Vevey | Switzerland

Bank Account

UBS AG | 5001 Aarau | Switzerland IBAN CH0800231231408375641 – SWIFT UBSWCHZH80A Address for Correspondence

epda Office | Bergstraße 11 | 40878 Ratingen | Germany

Claudia Josephs

claudia@epda-design.com | www.epda-design.com Office +49 (0) 2102 1029940 | Mobile +49 (0) 151 16231250











# 2. The epda collects data when you:

### Visit the website

- We collect information when you complete surveys and forms
- We track cookies, IP addresses

The epda website uses cookies for record-keeping purposes and to improve service. None of the data collected through cookies can be used to identify any individual. You can set your internet browser so that it does not accept cookies. However, this means you will be limiting the scope of services provided to you, and you will not be able to take full advantage of the website. If you require assistance with this, please contact at claudia@epda-design.com.

## Opt-in to receive epda email communications

• When you sign up to our mailing list we collect your name, title, organisation, job title, email, areas of interest

You have the right to unsubscribe from receiving epda communications at any time. You also have the right to request a copy, update or deletion of your personal data. You can do this by contacting the epda at claudia@epda-design.com.

### Submit a membership application via the website

- Company name, telephone, size, email address, website, trading address, social media handle
- Credit Card and other payment details

# Register for an event or programme offered by the epda

- Card and other payment details
- Name, email, job title, company name, address

### Engage with us on our social media channels

We collect publicly available information across our Facebook, Instagram and LinkedIn accounts to monitor engagement and identify potential leads.

### **Mailings**

The epda sends occasional mailings to interested designers who have given their prior consent. If you would like to subscribe or unsubscribe, please contact claudia@epda-design.com.











# 3. Data Protection and Privacy

We use your personal data to:

- Provide you with news, including articles, epda blogs on organisational and industry related topics, and e-newsletters
- Provide you with information regarding professional development information, including events
- Provide you with information regarding industry and partnership offers, events and discounts that we feel would be of interest to you
- Inform you of epda member services and offers
- Process membership applications and manage member relationships
- Complete event and programme ticket purchases and registration
- Track online engagement, improve users' online experience and communications, and identify leads

Your personal details are securely stored in our database and by providing them to us you automatically agree to the use of those details for the purposes above.

# Third-party suppliers

The epda works with a number of trusted partners and third-party processors who supply products and services on our behalf. These will only hold the minimum amount of personal information needed in order provide a service on our behalf. You can view our third-party suppliers' GDPR policies at their websites.

### IT support

We work with businesses that support our websites and other business systems.

Wisefools

#### Marketing and research

We work with marketing companies who help us manage our electronic communications with you or carry out surveys on our behalf.

- Mailchimp
- Survey Monkey











### **Event partners**

We work with various event suppliers during the planning and execution of epda events. They only hold the minimum amount of data needed in order support the organisation and execution of events. Personal data shared with these suppliers includes name, job title, organisation, payment information and dietary requirements.

# 4. Your Rights

All personal data collected will be held within the European Economic Area or other territory complying with the legal and technical guidelines laid down for handling data in accordance with the Data Protection Act 2018 and will only be used for the specific purpose to which you consented.

You are entitled to request the following from the epda. They are your Data Subject Rights and more information can be found on the Information Commissioners website www.ico.org.uk

- Right of access –to request access to your personal information and information about how we process it
- Right to rectification –to have your personal information corrected if it is inaccurate and to complete incomplete personal information
- Right to erasure (also known as the Right to be Forgotten) to have your personal information erased. Contact us at claudia@epda-design.com
- Right to restriction of processing to restrict processing of your personal information
- Right to data portability to electronically move, copy or transfer your personal information in a standard form
- Right to object to object to processing of your personal information
- Rights with regards to automated individual decision making, including profiling rights relating to automated decision making, including profiling











## 5. Complaints

Please notify the epda immediately by emailing the epda at claudia@epda-design. com if any of your details alter or are incorrect or if you wish to enquire what personal data we are holding on you. If you would like us to amend or erase any part of your data we will do so, subject to compliance with any statutory requirements.

# 6. Storage and Processing of Confidential Financial Information

When online services are provided, IT security measures are taken to protect any confidential financial information. In some cases, the epda General Manager may have access to confidential financial information in order to process orders placed by you, etc.

# 7. Copyright and Trademark

The copyright for all website content, graphics, tables, images and underlying codes, other than the materials submitted by visitors (Visitor Materials), belongs to the epda and is hereby asserted. The epda name and logo is a trademark of the european brand & packaging design association.

#### 8. Visitors' Use of the Website

The Visitors Materials submitted by members of epda are displayed for the convenience of visitors to our website and epda does not endorse or confirm the contents of any such material. The submitted Visitor Materials, including any personal information that has been submitted to the website, may be used by the epda at our reasonable discretion. When submitting Visitor Materials, you are required to respect our website and to comply with these its terms of use. Visitors Material must not include offensive or defamatory material and epda accepts no liability or responsibility for the contents or the use of Visitor Material and the epda will not be responsible for inadvertently publishing such material. Visitors must take reasonable care in this respect.











#### Disclaimer

You and the epda will use reasonable endeavours to ensure that the Visitors Material and the contents of the website are truthful, accurate and correct. However, nothing on the website shall be considered a representation by the epda and no reliance should be placed upon any information contained on the website unless it has been confirmed in writing by epda to be correct.

## 9. Compliance

All parties are required to comply with EU legislation relating to websites and e-commerce.

#### 10. Unauthorised Use of the Website

The following uses are unauthorised, and a breach of these conditions may be an infringement or even a crime:

- Any unauthorised use or copying of our name, trading style, get-up, confidential
  information or data, e.g. information of a confidential nature; the misuse of which
  will foreseeably damage our business reputation or goodwill, or copyright material
- Unauthorised entry to any non-public part of the website, including its underlying codes, or into any private computer system of the epda
- Unauthorised copying, downloading or framing of any part of the website
- Unauthorised covert or overt linking of any part of our website with another or interception of visitors or potential visitors
- Any action which is intended or has the effect of deceiving or misleading us or third parties, whether for gain or otherwise
- Submission of any Visitors Material which is defamatory or offensive or amounts to infringement of third-party rights.











#### 11. Disclaimer

Reasonable steps have been taken to protect this website with anti-virus software, but all visitors are advised to take all necessary steps to ensure that no virus contamination occurs. No responsibility can be accepted for any loss or damage sustained as a consequence of any virus transmission.

All implied conditions, warranties, representations or other terms that may apply to our website or any content on it are excluded. The epda will not be liable to you for any loss or damage arising under or in connection with the use of or reliance on any content displayed on our website or inability to use it. In particular, we will not be liable for business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

#### 12. Swiss Law

The website and its contents are governed by Swiss law.

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