

Version: 1.0

Date:

Updated by:

Privacy Policy

THIS PRIVACY POLICY FORMS PART OF OUR WEBSITE TERMS AND CONDITIONS OF USE, OUR GENERAL TERMS, EVENT ENTRY TERMS AND CONDITIONS AND ALSO APPLIES TO ANY PERSONAL INFORMATION THAT WE MIGHT COLLECT FROM YOU FOR ENTRY INTO AN EVENT. IF YOU DO NOT AGREE WITH ANY TERM OF THIS PRIVACY POLICY, YOU MUST CEASE YOUR ACCESS OF THIS WEBSITE IMMEDIATELY.

1. Definitions

The following words and phrases have these meanings in this document:

- 1.1. "Personal Information" is as defined in POPIA.
- 1.2. "POPIA" means the Protection of Personal Information Act 4 of 2013.
- 1.3. "Process" in relation to Personal Information means to collect, organise, store, modify, retrieve, refer to, distribute, or erase, or otherwise as defined in POPIA.
- 1.4. "Us", "we", or "our" refers to the Trustees for the time being of the Cape Town Cycle Tour Trust, a registered charitable trust registered in accordance with the laws of the Republic of South Africa with Master's registration number IT3818/99.
- 1.5. "Website" means Internet World Wide website at URL <https://www.capetowncycletour.com> (including subdomains) or such other URL as we may choose from time to time.
- 1.6. "You" or the "user" means any person who accesses this Website for any purpose or who enters or participates in any event organised by us.

2. Status and Amendments

- 2.1. We respect and recognise the importance of protecting your privacy. This Privacy Policy statement sets out our information gathering and dissemination practices in respect of the Website and in dealing with entries into events organised by us.
- 2.2. This Privacy Policy forms part of the Terms and Conditions of Use of this Website, our General Terms and the conditions of entry into any event organised by us. If you do not agree with this Policy, then you may not use this Website and are required to cease doing so immediately.
- 2.3. We reserve the right to amend the terms and conditions of this Privacy Policy at any time. We will notify you of changes to the Privacy Policy when you next visit the Website. Please refer to the last revision number and date at the top of this document.
- 2.4. Continued use of the Website, or entering or participating in any event, subsequent to any amendments having been made constitutes your acceptance of the Privacy Policy as amended.

3. Privacy: Casual Surfing

- 3.1. You may visit the Website without providing any personal information. The Website servers may in such instances collect the IP address of your computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. We use this information to determine use of the Website, and to improve content thereon. We assume no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

4. Personal Information Collected

- 4.1. When you create a profile on or access this Website; or enter an event, we collect Personal Information about you, including information that directly or indirectly identifies you if you choose to share it with us. You consent to us processing your Personal Information as set out herein.
- 4.2. You cannot enter an event or create an account without us processing information about you, including basic account information such as your name, email address, date of birth, gender, username and password that helps secure and provide you with access to our services, but also certain medical information.
- 4.3. We will only collect Personal Information for a purpose consistent with the purpose for which it is required. We collect the following information:
 - 4.3.1. your name and surname;
 - 4.3.2. your ID number or Passport number;
 - 4.3.3. phone or cellphone number;
 - 4.3.4. email address;
 - 4.3.5. health or other medical information, including details regarding allergies or current medication;
 - 4.3.6. emergency contact and reserve emergency contact name, number and relationship details;
 - 4.3.7. medical aid details, including medical aid name, medical aid plan, medical aid number, medical aid main member name;
 - 4.3.8. information from content you share on our services, including when you participate in events;
 - 4.3.9. location information to record your ride and to provide you with statistics and inclusion in the results;
 - 4.3.10. we allow you to sign up and log in to the services using third-party services, such as Facebook. If you access the Website with third-party accounts we will collect information you have agreed to make available such as your name, email address, profile information and preferences with the third-party account; and

- 4.3.11. information from your browser, computer, or mobile device, which provide us with technical information when you access or use the Website or services, including device and network information, cookies and analytics information.
- 4.4. We use Payment Card Industry compliant third-party payment services and we do not collect or store your credit card information.
- 4.5. Should your Personal Information change at any point, please contact us and provide us with such updates as soon as reasonably possible.

5. Use and Processing of Personal Information

- 5.1. You cannot enter into an event without us processing your Personal Information, including your ID number, name, medical information and location data.
- 5.2. We will only Process Personal Information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is Processed. That purpose will be compatible with that for which it was collected, unless you have consented to an alternative purpose in writing or we are permitted by POPIA or in terms of national legislation of general application.
- 5.3. We will not, without your express consent, use your Personal Information for any purpose other than as set out below.
- 5.4. You hereby expressly agree that we may collect, Process and share your Personal Information that you have entered in creating a profile and entering an event on the basis and with the people as described below.
- 5.5. We collect, use, share and otherwise Process Personal Information for the purposes set out in this Privacy Policy, including but not limited:
 - 5.5.1. to open your account on our Website;
 - 5.5.2. to provide you with access to this Website;
 - 5.5.3. to present certain material set out on the Website to you;
 - 5.5.4. as necessary to provide our services and pursuant to our General Terms and Race Entry Terms & Conditions;
 - 5.5.5. for us or our Emergency or Health Professionals Service Providers to contact you should it be determined that your participation in the event may put you at risk;
 - 5.5.6. to provide information to our Emergency or Health Professionals Service Providers to provide you with medical assistance or treatment on the day of an event;
 - 5.5.7. to communicate with you as necessary regarding current or new services or any other services offered by us (unless you have opted out from receiving marketing material);
 - 5.5.8. where necessary to comply with any legal obligation;
 - 5.5.9. where you have made the information public;

5.5.10. where you have consented to us Processing your Personal Information (which consent you can revoke at any time); and

5.5.11. to Process as described elsewhere in this clause.

5.6. YOU EXPRESSLY AGREE THAT WE MAY USE PERSONAL INFORMATION COLLECTED TO COMPILE PROFILES FOR STATISTICAL PURPOSES AND TRADE IN THESE PROFILES. WE MAY DE-IDENTIFY (ANONYMISE) AND THEN RETAIN AND USE YOUR PERSONAL INFORMATION FOR OUR OWN INTERNAL PURPOSES AND IN ORDER TO PROVIDE MARKET ANALYSIS AND RELATED SERVICES TO THIRD PARTIES. NO INFORMATION CONTAINED IN THE PROFILES OR STATISTICS WILL BE ABLE TO BE LINKED TO ANY SPECIFIC USER.

5.7. You may consent to us sharing your ID number with Virgin Active, Momentum and/or your relevant medical aid strictly for the purposes of the entity confirming your entry in an event.

5.8. You may, at any time, access your Personal Information which we hold. You may also correct your Personal Information held by us, should the need arise. In this regard, you may send an email to info@cyclletour.co.za.

6. Destruction of Personal Information

6.1. We will delete all Personal Information, insofar as it relates to a particular participant when we receive a written instruction from you to do so.

6.2. We will destroy or delete any Personal Information that is no longer needed by us for the purpose it was initially collected, or subsequently Processed.

6.3. We may retain information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems and enforce any of our terms. Any information we retain will be handled in accordance with this Privacy Policy.

7. Third Parties

7.1. Social Media

We may request that you link your entry with your Facebook or Strava profile. You will be allowed to either grant us the consent or not. When you choose to use third party apps, plugins, or websites that integrate with our services, they may receive your information and content. Information collected by these third parties is subject to their terms and policies.

7.2. Pedal Power Association

You agree that we may share your personal information with the Pedal Power Association, the event organisers of events you enter and further necessary parties in order to run an event.

7.3. Virgin Active, Discovery, GEMS and Momentum

You agree and hereby consent that we may share your ID number with Virgin Active, Discovery, Government Employees Medical Scheme (GEMS), Momentum and/or your relevant medical aid strictly for the purposes of the entity confirming your entry in an event.

7.4. Photographers

You may consent to their photographs being taken during an event. If you do so, then we will share your name and contact information with the official photographers so that they can contact you after the event.

8. Emergency or Health Professionals Service Providers

- 8.1. You consent to being contacted by us or our Emergency or Health Professionals Service Providers should it be determined that your participation in the event may put you at risk.
- 8.2. You agree that we may give your medical information to any emergency or health professional attending to you on event day for purposes of giving you medical treatment and care.
- 8.3. You consent to any medical services provider which may treat you as a result of your participation in an event providing us with the following medical information relating to the incident in which you were injured and any treatment that you may receive:
 - Full Name
 - Race Number
 - Place of incident
 - Time of incident
 - Nature of incident
 - High-level description of injuries
 - The hospital or medical facility to which you were dispatched, if relevant
 - If you are currently admitted to hospital or have been discharged
- 8.4. For these purposes medical service providers include without limitation paramedics (and their employers), ambulance services, emergency services, and hospitals or other medical facilities.
- 8.5. We will use the above information solely to render medical assistance and support to you and your family, and you consent to such use.
- 8.6. To the extent required, this clause will act as a contract in favour of a third party for the benefit of the medical service provider concerned.
- 8.7. We will not give your information to anyone else unless you have expressly consented.

9. Collection of Anonymous Data (Cookies)

- 9.1. We may utilise temporary or session cookies. A cookie is a basic text file that is stored on your device (computer, mobile phone, tablet or other) by a website's server. Each cookie is unique to your web browser and contains completely anonymous information such as a unique identifier and the website name. This allows a website to remember things like your personal preferences, products you prefer or what's in your shopping basket.
- 9.2. We utilise first and third-party cookies. This enables us to improve users' experience on our Website through various means such as storing preferences (like keeping a user logged in) or determining aggregate usage behaviour (time on site, number of pages viewed etc.) through web analytics tools like Google Analytics and to provide more relevant Display Advertising to Users who have visited the Website, using third party tools such as the Google Analytics Remarketing.
- 9.3. This allows us to track your use of this Website.

- 9.4. Cookies by themselves will not be used to personally identify users but we may use them to compile de-identified statistics relating to use of services offered or to provide us with feedback on the performance of this Website.
- 9.5. The following classes of information may be collected in respect of users who have enabled cookies:
- The browser software used;
 - IP address;
 - Date and time of activities while visiting the Website;
 - URLs of internal pages visited; and
 - referring websites, search engines and the like.
- 9.6. We are committed to providing you choices to manage your privacy and sharing.
- 9.7. If you do not wish cookies to be employed to customize your interaction with this Website, it is possible to alter the manner in which your browser handles cookies. Please note that, if this is done, certain services on this Website may not be available. Users can also opt out of the Google Display Network using the Ads Preferences Manager. Because some of our Website's features utilise cookies, we recommend that users do not block them.
- 9.8. You can opt out of a third party website's use of cookies by visiting the Network Advertising Initiative opt-out page at http://www.networkadvertising.org/managing/opt_out.asp.

10. Security

- 10.1. We will take appropriate, reasonable technical and organisational measures as required by applicable law to protect the information submitted to or collected by this Website from loss, misuse, unauthorized disclosure, alteration or destruction.
- 10.2. We will secure the integrity and confidentiality of Personal Information in our possession or under our control by taking appropriate, reasonable technical and organisational measures to prevent:
- 10.2.1. loss of, damage to or unauthorised destruction of Personal Information; and
 - 10.2.2. unlawful access to or processing of Personal Information.
- 10.3. We will take reasonable measures to:
- 10.3.1. identify all reasonably foreseeable internal and external risks to Personal Information in our possession or under our control;
 - 10.3.2. establish and maintain appropriate safeguards against the risks identified;
 - 10.3.3. regularly verify that the safeguards are effectively implemented; and
 - 10.3.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 10.4. We endeavour to protect your personal information, but you understand that no data transmission over the Internet can be guaranteed to be absolutely secure, and we cannot

ensure or warrant the security of any information you transmit to us. Transmitting Personal Information is done at your own risk.

11. Links to other Websites

- 11.1. We have no control over and accepts no responsibility for the privacy practices of any third-party websites to which hyperlinks may have been provided and we strongly recommend that you review the privacy policy of any website you visit before using it further.

12. EU Members' Rights

- 12.1. If you normally live in the European Union ("EU"), you have the right to access, rectify, download or erase your information, as well as the right to restrict and object to certain processing of your Personal Information as fully described here:

12.1.1. you can access your information by logging into your account and can rectify, restrict, limit or delete your information;

12.1.2. if we process your information as set out above, you can object to this processing in certain circumstances;

12.1.3. if you have given us consent to process information, you have the right to withdraw your consent at any time; and

12.1.4. if you have a concern about our use of your information, you have the right to raise such concern with your local supervisory authority.

13. Transfer of Personal Information

- 13.1. Our Website is operated from the Republic of South Africa ("RSA"). If you are not located here, and choose to use our Website or services, or provide information to us, you acknowledge and understand that your information will be transferred, processed and stored in the RSA, as it is necessary, and our privacy laws may not be as protective as those in your jurisdiction.

- 13.2. If you are a resident of the EU, we are the controller of your personal data for the purposes of EU data protection law.

- 13.3. We will not transfer your personal information or any portion of it to any third party for any reason without your prior written consent.

- 13.4. We may use hosting or cloud services to operate our website and store our data which are not located in the RSA. If we do so we will ensure that the level of protection given to your personal information is at least as good as that provided for under South African Law, either by means of a binding contract with the service provider, or by using a service provider located in a country with privacy laws of similar or stronger effect.

14. Queries

- 14.1. If you have any queries about this Privacy Policy, please contact us by emailing info@cycletour.co.za.

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