

# Profile conditions and privacy policy

Last updated 31 May 2018

## 1. About the profile

1.1 When you create a profile with us, you are entering an agreement with Salling Group, CVR no. 35 95 47 16, Rosbjergvej 33, 8220 Brabrand (hereinafter "Salling Group" or "we"). The profile is owned and administered by Salling Group.

1.2 By creating the profile, you can access a number of benefits, such as special discounts, services, promotions, competitions and more. Certain benefits can only be accessed in physical stores and others only via e-commerce, just as access to certain benefits may require payment. It will always appear in the conditions attached to the benefit where and how the particular benefit can be accessed.

## 2. General terms and conditions

2.1 Profiles can be created by individuals over the age of 15. Certain features and benefits associated with a profile require, however, that you are 18 years of age or otherwise competent, and in such cases, you will be expressly informed thereof and, at the same time, asked to confirm that you meet the age requirement before you can use the function/sign up for the benefit. The profile is personal and may not be used by others, either inside or outside of your household, with the exception of benefits that may be used within the household. For further information, please refer to the conditions of the relevant benefit.

2.2 It is your responsibility to read and familiarise yourself with these terms, including any changes. You are giving your consent and confirmation of the terms and conditions when creating a profile. The terms and conditions can be accessed at any time from the IT platforms where the profile can be used, as well as on this page. Here you can also see any changes and updates to those conditions.

2.3 Salling Group reserves the right to change the conditions. Any changes will be updated on this page. With any significant changes in the conditions, you will receive a warning via email. Salling Group will disclose any substantial changes within 14 days prior to coming into force. If you do not agree to the changes, you will always have the option to close your profile.

## 3. Creation and profile

3.1. You can create a profile on the platforms that support a profile and are owned by Salling Group. Upon creation of a profile, you need to enter your personal information and, where appropriate, add a payment card or other means of identification. You are responsible for

ensuring that your information is correct and up to date, including replacements of payment cards or means of identification.

3.2. To create a profile, it is a prerequisite that you have a valid e-mail address and accept the current terms and conditions. It is not a requirement for the creation of a profile that you link a payment card or other means of identification – you will always be able to do this later. Note, however, that you may not necessarily be able take advantage of potential personal discounts or other benefits in physical stores if no payment card or means of identification is added to your profile, as only these can be used as identification for your profile in the store.

3.3. When creating a profile, you must enter a personal password. If you forget your password, you can receive a new one by clicking on the link "forgotten password" at the login and follow the instructions. On certain web pages and apps, you also have the possibility of creating a profile via logging in from social media or other web/app services, such as your Facebook profile, whereby it is your Facebook login that gives you access to your profile.

3.4. You have the option of attaching a number of payment cards or other means of identification to your profile. In your profile you can see which and how many payment cards and means of identification can, at any given time, be linked to your profile. If you link a valid debit card or a means of identification to your profile, you will be given instant access to the profile's associated personal benefits, including special benefits such as deals or discounts. Certain benefits may, however, be conditional on the creation of a separate membership or subscription subject to independent conditions with Salling Group or third parties.

## **4. Benefits**

4.1. Creating a profile gives you access to a number of special benefits that you will be informed about on a continual basis and have the opportunity to associate your profile with or subscribe to. The various benefits are offered by either Salling Group, Salling A/S or other business partners that Salling Group signs an agreement with.

4.2. In order to utilise a benefit, including a discount on the purchase of an item in a physical store, it is a prerequisite that your profile is identified/registered in connection with the transaction. To do this, insert or register your linked payment card in the payment terminal in the store, or, in some other additional way, identify yourself and your profile. After this you can pay with your desired method of payment independently of your means of identification. In other words, you do not need to use the same card for identification and payment.

4.3. Identification can be required when linking a payment card or other means of identification to your profile. The addition of a payment card or other means of identification can be done upon the creation of the profile or later via logging in to the profile. It is your responsibility to identify yourself in order to obtain any benefits, including a possible discount on a purchase; for example, by identifying yourself in a store with a linked payment card or other means of identification. If you do not identify yourself prior to your purchase or transaction, then you will not have the opportunity to receive any benefit or discount on that purchase, even with retroactive identification.

4.4. Salling Group reserves certain rights for crashes in IT systems in stores and on the platforms where the profile is available, and which means that any benefit, including a discount, cannot be accessed. Any lost benefits cannot be obtained retroactively. Contact customer service if you have any questions regarding any benefits.

4.5. It is completely free and without obligation to create a profile – there is no commitment to make any purchases.

4.6. Salling Group withholds certain rights for sold out items or the like in the stores, e.g. where an item in which a discount has been granted via the profile is sold out, meaning that it is not possible to redeem the discount. We strive to ensure that this does not happen, but due to variable customer flows, delivery times from suppliers, force majeure etc., out of stock items etc. can occur.

## **5. Closure of the profile**

5.1. You may, at any time, close your profile by logging in to your profile and following the closure instructions on the platforms where the profile can be used. After closing your profile, you will no longer be able to log in to it. If you close your profile, you will not be able to take advantage of any of the benefits that may be linked to the profile as the payment card information for the registered payment card will be deleted.

5.2. If you close the profile, you will lose the ability to receive and make use of any personal offers and other benefits linked to the profile.

5.3. Salling Group reserves the right to close down your profile and thereby your account with immediate effect upon any violation of the agreement. Examples of such violations include failing to adhere with these terms and conditions, any misuse of the profile or its benefits, or the risk of your profile information being misused.

5.4. Except in cases of violations, you have up to 2 months from the closure to request Salling Group to reopen the profile, where you, as far as it is possible, will continue with the same information and benefits that were attached to the profile upon closure. Payment card information must, however, be added to the new profile.

5.5. Salling Group reserves the right to close down your profile and thereby your account upon imprisonment or death with immediate effect.

## **6. Passwords and account access**

6.1. Only the person who created the profile has access to and control over the account. In order to protect your control of the profile and avoid others accessing it (which may include access to information about purchase history in the account), you should not share with others your password or details about payment cards and means of identification (e.g. the last four digits of

your credit card) associated with the profile. It is your responsibility that the information given to Salling Group, including in the profile, is correct and up to date.

6.2. You should be particularly cautious in relation to messages that ask you to inform or disclose payment card or other account information. If you receive such messages and you provide your information, this can result in identity theft. Always submit confidential account information by going directly to a website that supports the profile, and not through a link in an email or other electronic message, even if it looks official. We may close or block your account temporarily in order to protect you, Salling Group or our partners against the risk of identity theft or other fraudulent activity.

## **7. Personal information**

7.1. Salling Group refers to our privacy policy for the profile in relation to our processing of personal information linked to the profile.

## **8. Information about the profile (consent)**

8.1. You agree that Salling Group can continuously send you (i) information regarding your profile account, (ii) instructions on how to get the most out of your profile, (iii) information on the savings achieved so far, (iv) existing and new benefits, such as special offers on selected items, and (v) information about updates, changes, content, etc. regarding the profile by e-mail, telephone (including calls and SMS) and/or by post. The information will also be available on the profile.

## **9. Cookie policy**

9.1. When you visit Salling Group's websites, we use cookie technology to recognise your computer or mobile phone, so we can serve you in the best possible way.

You can find information about our use of cookies in the cookie policy for the relevant website or mobile app.

## **10. Third-party applications**

10.1. You may encounter third party applications (including, but not limited to, websites, widgets, software or other software tools) which interact with your profile, and which may be subject to third party terms of use or license terms. We encourage you to read these terms and conditions. In relation to sharing personal information with third parties, please refer to the privacy policy for profiles with Salling Group below.

## **11. Customer support**

11.1. If you have questions about your profile, you can find answers to some of the most common questions on this page. You also have the option of contacting customer service by email: [profil@sallinggroup.com](mailto:profil@sallinggroup.com).

## **12. Applicable law**

12.1. These terms and conditions are governed by and are to be interpreted in accordance with Danish law.

12.2. The terms and conditions do not limit any consumer rights you may have under mandatory laws in your country of residence.

## **13. Applicability**

13.1. If any condition or conditions in these terms are found to be invalid, illegal or unenforceable, the remaining conditions will retain their full validity.

# **Privacy policy for profiles with Salling Group**

## **1. In general**

1.1 This privacy policy applies to the collection and handling of personal information about you in connection with profiles owned by Salling Group and associated benefits and subscriptions.

1.2 The data controller is Salling Group, CVR no. 35 95 47 16, Rosbjergvej 33, 8220 Brabrand, Denmark (hereafter "Salling Group" or "we").

## **2. Collection of personal information**

2.1 Salling Group collects personal information from customers who create a profile with Salling Group (hereafter referred to as "profile" or "the profile") and associated subscriptions and benefits.

2.2 As the creation of the profile collects and processes a range of information that may be related to you, Salling Group, in its capacity as data controller, has a number of obligations to you, and you have a number of rights. These obligations and rights are set out in the general data protection regulation.

2.3 The following personal information is collected and processed in connection with the profile: name, phone number, e-mail address, payment card information and purchase history, including product, service, price, time and other information chosen to be shared in the profile.

2.4 In connection with the release of personal information, it will be stated whether the personal information in question is necessary for the creation of the profile or an associated subscription or benefit.

2.5 On certain solutions and services, you also have the possibility of creating a profile via logging in from social media or other web/app services, such as your Facebook profile, whereby it is your Facebook login that gives you access to your profile.

2.6 For the purpose of building your customer profile/the profile, Salling Group also collects, in addition to the personal information that you provide, information about you that is publicly available on social media.

### **3. Purpose**

3.1 The collected personal information will only be used for the following purposes:

- The creation and administering of the profile for the account holder.
  - Information about and administration of any benefits related to the profile.
  - The preparation of consumption overviews.
  - The preparation of customer profiles for the purpose of marketing targeted at you (prior consent is obtained for the distribution if required by law)
  - The development of the Salling Group concern's stores, product range, services and offers.
  - The compilation and sharing with business partners of market analyses, and other information that is not attributable to individual persons (anonymous data).
  - Other marketing purposes (material will not be sent without prior active consent if required by law).

### **4. Household sharing**

4.1 For certain solutions and services, it is possible to link the profile and any benefits the profile has with members of your household who have also created a profile so that any benefits may be shared within the household. If you sign up for the household sharing of the profile, you agree that the following information about you will be available for the registered persons in your household: e-mail address and name.

4.2 If you subsequently cancel household sharing of your profile, your personal information will no longer be available to members of your household.

### **5. Marketing**

5.1 Under your profile, it is possible to give consent to the receipt of marketing materials etc. from Salling Group, including Bilka, føtex, Netto etc., and Salling A/S. You will only receive marketing materials from us or Salling A/S if you actively agree to do so in your profile. You

may revoke your consent at any time if you no longer wish to receive marketing material from us. This revocation may be done in the profile.

5.2 If you have previously consented to receive marketing communications, such as newsletters, from Salling Group, including føtex, Bilka, Netto, etc. or Salling A/S, then this consent will be automatically transferred to your profile upon creation, so you will have a comprehensive overview in the profile. Previous consent to the receipt of marketing material/newsletters, for example, may have been given in connection with your participation in games, competitions or other promotions.

## **6. Revoking consent**

6.1 You may at any time revoke your consent to the processing of your personal data. This is done by closing the profile, whereafter your personal data will be deleted or anonymised, unless Salling Group has the right to process the personal data on another basis.

6.2 Withdrawing consent, although not the consent to marketing under point 5.1, means that you can no longer use the profile or receive the profile's associated benefits etc.

## **7. Deletion and disclosure**

7.1 Personal data is erased or made anonymous when no longer needed in relation to the purpose for which it has been processed. The personal data is disclosed to Salling A/S, which is part of the Salling Group concern, to use for the same purposes as set out above in points 3 and 4.

7.2 Anonymised data may be disclosed to third parties (companies outside Salling Group) with the aim of optimising the Salling Group concern's product range, prices and marketing. The disclosure will always happen in an anonymised form so that it is not possible to identify the individuals behind the information.

7.3 Personal information may be disclosed to third parties to a wider extent if this is required by mandatory legal requirements or regulatory requirements.

## **8. Security**

8.1 Personal data is held on secure servers within the European Union. Necessary technical and organisational measures have been established to safeguard the information.

8.2 Your credit card information is stored with Storebox A/S. Salling Group does not have access to these data. At Storebox, card data is stored in a so-called PCI-certified environment, which is the same security that is used for card payments on the internet. Penetration tests are performed quarterly as well as an annual certification of the systems that manage the card data. The certification and tests are carried out by an external security firm.

## **9. Rights**

The general data protection regulation secures you a number of rights in relation to our processing of personal data about you.

If you want to make use of your rights, [please contact us here](#).

### **The right to view information (access right)**

You have the right to access information that we process about you, as well as a range of further information.

### **Right of correction (amendments)**

You have the right to have inaccurate information about yourself corrected.

### **Right of erasure**

In special cases, you have the right to have information about you erased before our normal erasure procedures occur.

### **The right to limit processing**

In some cases, you have the right to have the processing of your personal data limited. If you have the right to receive limited processing, in future we can only process the data – apart from storage – with your consent, or in preparation for legal claims being imposed, asserted or defended, or to protect a person or important public interest.

### **Right of objection**

You have, in some cases, the right to object to our otherwise lawful treatment of your personal data. You can also object to the processing of your data for direct marketing purposes.

### **The right to transmit data (data portability)**

You have, in some cases, the right to receive your personal data in a structured, commonly used and machine readable format, as well as have your personal data transferred from one data controller to another without impediment.

You can read more about your rights in Datatilsynet's guidance at [www.datatilsynet.dk](http://www.datatilsynet.dk).

### **Complaints to Datatilsynet**

You have the right to lodge a complaint to Datatilsynet if you are dissatisfied with the way we handle your personal data. You can find Datatilsynet's contact information at [www.datatilsynet.dk](http://www.datatilsynet.dk).