

Privacy policy of S.A. Stadium Sports & Leisure, Processing of personal data in accordance with (EU) Regulation 2016/679

1. General

- 1.1. This document was last updated on 12/07/2024.
- 1.2. This privacy policy affects all users (hereinafter referred to as 'data subject') of the S.A. Stadium Sports & Leisure (hereinafter referred to as: 'data controller' or 'SS&L') website (stadium.be) and all its subdomains.
- 1.3. This privacy policy affects all members and former members (hereinafter: 'data subject') of the SS&L clubs.
- 1.4. This privacy policy is also a supplement to SS&L's General Terms and Conditions, and forms an integral part of those General Terms and Conditions and the agreement with the customer. In the event of any inconsistency or contradiction between the General Terms and Conditions and this appendix, the provisions of this appendix will prevail in all circumstances. Provisions of the General Terms and Conditions that are not affected by this appendix remain unchanged and apply in full.
- 1.5. SS&L and the customer recognise that the Belgian Act of 8 December 1992 and the (EU) Regulation 2016/679 (hereinafter 'GDPR') as from May 25th, 2018, apply to the processing and use of personal data in the context of this agreement.
- 1.6. For the sake of convenience, the provisions of the GDPR are referred to in this appendix insofar as they do not contradict the current (Belgian) Privacy Act.

2. SS&L as data controller

- 2.1. Personal data on SS&L's customers will be processed in the context of this agreement. All processing of personal data by processors appointed by the data controller, or people who fall directly under the control of the data controller, falls under the authority of the data controller.
- 2.2. The Data Protection Officer (hereinafter: 'DPO') appointed by the data controller can be contacted by email at: online@stadium.be or by registered letter at the postal address of the administrative headquarters of the data controller (Stadium Sports & Leisure, Sippelberglaan 1, 1080 Brussels, VAT: BE0773.627.656).
- 2.3. The data controller may transfer personal data to the following third country or international organisation(s):
 - 2.3.1. For marketing-analytical purposes
 - 2.3.1.1. Google Tag Manager - US - Privacy shield
 - 2.3.1.2. Bing Ads - US - Privacy shield
 - 2.3.1.3. Facebook - US - Privacy shield
 - 2.3.2. For client retention purposes and the mySTADIUMpro App
 - 2.3.2.1. Technogym SPA (www.technogym.com)
 - 2.3.3. For financial transactions on its website and the processing of recurring payments
 - 2.3.3.1. MollieBV (www.Mollie.be)

3. Subject and duration of processing - members

- 3.1. The provision of personal data is a necessary precondition for making an agreement. If the data subject does not consent to the provision of personal data, it is impossible for SS&L to make an agreement with the data subject, since it cannot otherwise guarantee the safety of its members and installations.
- 3.2. Personal data of the data subject are processed in the context of this agreement.
- 3.3. No fixed period of time for the retention of the data subject's personal data can be set.
- 3.4. The criterion to determine the period for which personal data of the data subject are stored is the term of the agreement itself +2 years.
- 3.5. After that period, the personal data will be archived for statistical purposes in accordance with the purposes specified in article 89 paragraph 1. Archived data will be deleted entirely from the SS&L databases after 5 years.
- 3.6. Once the agreement between the data subject and the data controller has expired, the data subject, in pursuance of article 17, has the right to demand that the data controller delete his/ her personal data without undue delay. SS&L is obliged to delete those personal data without undue delay.
- 3.7. Automated Decision-making 'profiling' (article 4, paragraph 4) based on personal data that may have consequences for the data subject will never be used.
- 3.8. The data controller does not intend to process personal data for any purpose other than that for which it was collected.

4. Subject and duration of processing – non-members

- 4.1. To enter the facilities of SS&L, the provision of a minimum of data is required, in order to guarantee the safety of persons and facilities.
- 4.2. If a data subject sends his details via the contact pages of the website, or enters his details when visiting the club (with the aim of purchasing a subscription or obtaining information regarding subscriptions and facilities). The data of the data subject is kept for 2 months, this is the period within which processors have access to the data for the purpose of informing the data subject about the rates and facilities.
- 4.3. The data subject has the right to request the erasure of his personal data at any time.
- 4.4. At no time is automated decision-making "profiling" (Article 4(4)) based on the personal data that may have an impact on the data subject.
- 4.5. The controller does not intend to process the personal data for a purpose other than that for which it was collected.

5. Type and purpose of the processing of data

- 5.1. The data subject's personal data will be processed only in the context of SS&L services and/or web environment including web platform optimisation and direct marketing purposes.

6. Type of personal data

- 6.1. Personal data will be processed providing they were obtained with the voluntary, specific, informed and unequivocal consent of the data subject, or in some other legitimate way, in accordance with the Privacy Act/GDPR in the context of SS&L's services and/or web environment.
- 6.2. The following personal data of the data subject will be processed including, but not limited to:
 - Customer number (also 'Wildcard number', the customer's unique identification number)
 - First name
 - Family name
 - Email address
 - Postal address
 - Registration date
 - Date of birth
 - Telephone number

- Passport photograph
- Direct-debit data (IBAN, BIC, mandate ID, mandate date) where these are required for monthly payments of the data subject's contract. This depends on the type of Wildcard contract the data subject has purchased upon signing up.
- Possible invoicing details (at the request of the data subject)
- Ip address (server logging in case of website visits)
- Behavioral data and use of the website (in case of website visits)

6.3. Processing of special categories of personal data.

These personal data can be processed providing the data subject gave explicit permission when signing up to use his/her biometric data (fingerprint or facial recognition) for the unique identification of the data subject. Biometric data of the data subject will be used only to authenticate the data subject. Processing of these data is always anonymised, as described in accordance with GDPR (article 4, paragraph 5).

If the data subject does not give his/her consent to use access control based on biometric data, an admission pass can be obtained on request. This means the data subject cannot obtain automatic access to SS&L's premises, which may restrict the services for the data subject.

7. SS&L as processor

- 7.1. SS&L will process personal data on the exclusive basis of the data subject's written approval, including transfers of personal data to a third country or an international organisation, save where a provision of EU law or of Belgian law that applies to SS&L requires the processing of those data. In this event, SS&L will notify the data subject of that statutory regulation before processing, unless the legislation prohibits such notification for compelling public interest reasons.
- 7.2. SS&L guarantees that the people authorised to process the personal data have undertaken to observe confidentiality or are bound by an appropriate legal duty of confidentiality.
- 7.3. In accordance with article 32 GDPR, SS&L takes all required appropriate technical and organisational measures relating to the security of data processing.
- 7.4. SS&L complies with the conditions specified in article 28, paragraphs 2 and 4 of the GDPR relating to hiring another data processor. SS&L shall inform the customer of any planned changes relating to the addition or replacement of other data processors, in which case the data subject will be offered the opportunity to challenge those changes. In the event of SS&L hiring another data processor, or subcontracting one for specific processing activities, the other processor will be obliged by agreement and in pursuance of EU law or Belgian law to comply with the same obligations on data protection as in the present agreement, more specifically the requirement to offer adequate guarantees relating to the application of appropriate technical and organisational measures to comply with the processing to the Privacy Act/GDPR.
- 7.5. Taking the nature of the data processing into account, and wherever possible, SS&L will support the data subject through appropriate technical and organisational means in complying with its duty to respond to requests to exercise the rights of the data subject as laid down in Chapter III of the GDPR.
- 7.6. Taking the nature of the processing and the information at its disposal into account, SS&L will support the customer in complying with its obligations relating to articles 32 to 36 of the GDPR.
- 7.7. After the end of processing services, and at all events on expiry of the processing period (3.4.) in any way whatsoever, all personal data will be deleted, and existing printed copies will be removed, unless storage of the personal data is required under EU law or Belgian law.
- 7.8. SS&L will make all information available to the customer that is necessary to prove compliance with the obligations listed in article 28, paragraph 3 of the GDPR and the current article 6, and make audits, including inspections, possible by an auditor authorised by the data subject, and will contribute to it. SS&L will immediately notify the data subject if they believe an instruction or commission by the data subject in the context of the agreement would be a violation of privacy laws.
- 7.9. In the event of the European Commission or Privacy Commission specifying standard contract provisions for the matters specified in article 28, paragraphs 3 and 4 of the GDPR, SS&L will replace the current article 6 with those standard contract provisions.

8. Rights of the data subject

- 8.1. As data subject you have the right to access and view your personal data
- 8.2. As data subject you have the right to the removal of your personal data
- 8.3. As data subject you have the right to correct and limit your personal data
- 8.4. As data subject you have the right to object to the processing of your personal data
- 8.5. As data subject you have the right to transferability of your personal data
- 8.6. As data subject you have the right to withdraw your consent to the treatment of your personal data
- 8.7. As data subject you are at liberty to file a complaint with the Belgian Data Protection Authority. For more information, go to www.dataprotectionauthority.be.