

1 Privacy Policy

1.1 We respect your privacy and will take reasonable measures to protect it.

1.2 Should you decide to register as a member on the Website, we may require you to provide us with personal information which includes but is not limited to –

- your name and surname;
- your email address;
- your physical address;
- your mobile number;
- your date of birth; and
- relevant children information

1.3 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

1.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

1.5 Subject to clause 25.1 below, we will not, without your express consent:

1.5.1 use your personal information for any purpose other than as set out below:

1.5.2 in relation to registration, sale and delivery of packages;

1.5.3 to contact you regarding current or new packages or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);

1.5.4 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and

1.5.5 to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your activity on the Website; or

1.6 Disclose your personal information to any third party other than as set out below:

1.6.1 To our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the delivering packages to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

1.6.2 to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them

(unless you have opted out from receiving marketing material from us);

1.6.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

1.6.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

1.6.5 to our suppliers in order for them to liaise directly with you regarding any faulty packages you have purchased which requires their involvement; and

1.7 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Back to School is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

1.8 We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

1.9 Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.

1.10 We will -

1.10.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

1.10.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

1.10.3 provide you with access to your personal information to view and/or update personal details;

1.10.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

1.10.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

1.10.6 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

1.11 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

1.12 Back to School undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

1.13 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

1.14 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Back to School, Back to School shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

1.15 Back to School makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features,

and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 25.

2 Data breach

In the event of a data breach, Back to School will notify the members within a reasonable time thereafter. Back to School will also notify the information regulator, controller and supervisory authority in the event of a data breach or a risk to a members’ rights and freedoms within 72 (seventy two) hours.