DECISION 67/2022 (Department) Athens, 12-19-2022 Prot. No.: 3350 The Personal Data Protection Authority convened at the invitation of its President in a teleconference meeting on Wednesday 10-19-2021 at 10am. , in order to examine the case referred to in the present history. The Deputy President of the Authority, Georgios Batzalexis, standing in the way of the President of the Authority, Constantinos Menoudakos, the regular member of the Authority, Konstantinos Lambrinoudakis, and the alternate member of the Authority, Grigoris Tsolias, were present, as rapporteur, in place of the regular member Charalambos Anthopoulos, who although was legally summoned in writing, did not attend due to disability. Present without the right to vote were Stefania Plota, specialist scientist-lawyer, as assistant rapporteur and Irini Papageorgopoulou, employee of the Authority's administrative affairs department, as secretary. The Authority took into account the following: With the no. prot. C/EIS/8802/22-12-2020 his complaint to the Authority A, international professional soccer player (hereinafter "complainant") complains about i. Hellenic Football Federation - EPO (hereinafter "EPO"), ii. football joint-stock company with the name "Panthessalonica Sports Club of Constantinople - PAOK" and with the distinctive title "PAE PAOK" (hereinafter "PAE PAOK"), and iii. company Paralot Media and Marketing ltd, owner of the electronic sports newspaper SDNA.GR (hereinafter "Paralot"), for violating provisions of the Authority's competence, namely the reproduction and publication of professional contracts of the complainant containing his personal data. In particular, the complainant states that in the summer of ... he joined the staff of PAE X and on ... he signed a contract as a professional football player with Ψ and subsequently the contracts in question were filed legally and on time, as 1-3 Kifisias Ave., 11523 Athens T: 210 6475 600 E: contact@dpa.gr www.dpa.gr 1 is provided for in the regulatory framework of the EPO, respectively from the above PAE to the organizing authority of the championship of the first professional category of Greece, in which both compete, i.e. Super League 1 , and after being checked for legality, were validated by Super League 1 and then forwarded to the EPO, as provided for in its "Regulations on Transfers and Ownership of Football Players" (KIMP). In particular, the first copy with the familiar seal and numbered 1, remains in the archives of Super League 1, the second with the familiar seal and numbered 2, i.e. as “2. EPO", the third copy with the relevant stamp and numbered 3 "3. PAE" is forwarded to PAE, the fourth copy with the relevant seal and numbered 4 "4. PSAP" is sent to PSAP (Panhellenic Association of Paid Football Players), and the fifth to the football player. The original contract signed by the complainant with PAE X was forwarded, as he states, to EPO on …, its amendment on … and his contract with PAE Ψ on …. On 10-12-2020, the complainant reports that a person he knew from his career at PAE PAOK offered him money to have a reduced performance in the match that would take place between PAE PAOK and PAE Ψ on ... in the context of the Super

League League which was a local derby, an incident which the complainant reported to the Police Violence Department in Thessaloniki on ... . His statement in question was disseminated, as stated in the complaint, almost live on the television channel OPEN TV, a fact for which a preliminary examination has already been ordered by the competent Prosecutor. Subsequently, the complainant states that he found out that on ... and time ... PAOK PAOK, after illegally gaining access to the personal data concerning him and which are kept in the file of the EPO, intervened without rights in a way unknown to the complainant in a data archiving system of a personal nature and became aware of such data, then copied, collected, registered, organized, structured, stored, associated, combined and, without the complainant's consent, after collecting the complainant's employment contracts with PAE X and PAE Ψ with the full details of his identity, his tax registration number and his residential address, digitized them and registered them in the archive of her website illegally, as a data controller, making said data accessible to the reading public, to an unlimited number of persons, issuing at the same time, a public announcement about the post in question. The complainant cites with his complaint a number of reprints in the total of 2 electronic press that incorporates the relevant link that leads to the online page of PAE PAOK, where the announcement was made, while with regard to the company Paralot, the third complainant, he states that with an article of unlawfully disseminated the complainant's personal data to the readership. As for the EPO, the complainant maintains that it did not comply with its obligation as a data controller according to the provisions of Law 4624/2019 to take appropriate measures to ensure privacy and protect data from cases of unlawful access and "intervened without a right in a personal data filing system and by this act became aware of these data for purposes other than those for which he collected them and then copied, collected, registered, organized, structured, stored, correlated and combined and finally used them, transmitted, disseminated, communicated by transmission, made available, announced and made accessible these to the 2nd and 3rd defendants. […] And her deceit is aggravated and therefore her relative responsibility is increased by the fact that until today she did not proceed with any internal control after the leak against me regarding the way and the time in which the leak took place something that constitutes an aggravating circumstance and must be taken into account in the amount of the penalty imposed by your Commission." The Authority, in the context of examining the above complaint, sent the three complainants the no. prot. C/EXE/679/19-02-2021 document to provide opinions, which in their answers stated the following: The EPO with no. prot. C/EIS/1845/16-03-2021 her memorandum denied what is attributed to her based on the complaint, which she assesses as legally and substantively unfounded, unacceptable, vague, unproven and abusive. Regarding the applicable procedures, the

EPO states that "before each professional football player's contract is sent to the EPO, it receives the relevant number from the relevant professional association and remains in its hands for a period of up to 7 days. Afterwards, and within 7 days, the relevant professional association submits the football player's contract to the competent Service of the EPO (Footballer Registration Department) with a transfer letter, which is recorded. The Records Department immediately places the contract in the footballer's File and stores the File in a cabinet, which is locked and after the work is finished, the entire building is closed and secured. The contract of each footballer is used only as an element for the completeness of the File, which is kept for the issuance of the Footballer's Card" and points out that the competent EPO Service simply stores and keeps the contract, as evidence 3 for the already issued relevant Bulletin and there is no processing of any kind, nor circulation of football players' contracts between Departments or employees of the Federation, as "Football players' contracts are not photocopied, they are not scanned electronically, nor are they kept in electronic form in the Federation, but they are kept only in paper form , as received with the said transmissions of the relevant professional association. The Department of Footballers' Records, in which the contract is kept, applies a confidentiality policy and does not provide any information by phone, or by post or electronically" and any action on the documents it receives, i.e. the Footballers' Releases and contracts, is recorded in a book , in which the name of anyone who receives, for any reason, a relevant document, the date of receipt and the details of the document is entered, and the recipient places his signature on the side and the employees of the Footballer Registration Department have signed a Confidentiality Clause with FIFA. Also, the EPO states that the issue of the publication of the complainant's professional contracts was discussed in view of relevant press publications in no. ... of ...20 Executive Committee (Board of Directors) of the EPO, where it was decided to carry out an investigation, in order to establish whether there was a leak of the above documents by the services of the Federation, from which it was confirmed that in this case, all the aforementioned procedures were followed, concluding that "it was concluded that this is not an incident of data breach on the part of the EPO, it was not recorded as such and no further handling was done and consequently, any possible publication of the complainant's personal data is not due to actions of the Federation, but it is an alteration and falsification of the documents that are in the hands of a large number of persons (related professional association, EPO, PAE, PSAP) in such a way that they resemble the documents (contracts of the complainant) sent to the Federation in the said manner." PAOK PAOK at no. prot. C/EIS/1880/17-03-2021 her memorandum firstly describes the charged situation that prevailed due to a storm of slander, as she claims, that PAOK PAOK and its executives were in, when on ... its journalist-Press Officer received a anonymous

envelope containing three (3) photocopies: one of A's original contract, with PAE X, an amendment to the contract in question and one of his contract with PAE P. From the content of the contracts, PAOK PAOK was convinced that there was collusion between the two PAE and the 4th complainant in order to hurt PAOK PAOK and the Press Officer immediately drew up a statement to highlight the fact, to which the photocopies of the contracts were attached. The announcement was posted on ... and time ... on the website of PAE PAOK and as PAE PAOK claims, shortly after it was posted and before there was any reaction, the Press Officer realized that "by mistake, the details of the footballer were not deleted from the photocopies of the contracts (residential address, VAT number) and on the same day and time ... these details were deleted from the post". PAOK PAOK claims that the Press Officer of PAEK acted so "hot-bloodedly" and immediately published without overlapping the simple personal data of the complainant, without any special consultation with the legal representatives of PAEK because the published documents proved and confirmed the complaints of PAE PAOK that "the case of alleged attempted bribery of A was a collusion of PAE X and P with A acting in order to damage the reputation and prestige of PAE PAOK" and the Press Officer "due to his status as a journalist considered his duty to publicize to the public these very important facts, the authenticity of which he had no reason to question, as the contracts appeared as validated by the organizing authority of the Superleague Greece championship and by the EPO" and the republishing that took place proves the great interest what the case had for the sports fan world and Greek society. PAOK PAOK also invokes a legitimate interest, which could be valid in its case, as it states, as the processing of personal data of the complainant was necessary to prove and confirm its complaints, that is, the case of alleged " attempted bribery" of the complainant by PAE PAOK was nothing more than a collusion by PAE X and P with the ultimate aim of damaging the reputation and prestige of PAE PAOK. Finally, PAOK PAOK maintains that the nature, gravity and duration of the violation was such that it did not cause damage to the data subject, since on the one hand it was simple and not "sensitive" data, on the other hand the complainant himself does not claim any consequential damage and moreover, within a few hours PAOK PAOK corrected the mistake by covering up the points in dispute, while the information that was "revealed", i.e. the name, street and telephone number are widely known and "the subject's tax identification number is now obligatorily unwritable, according to KPolD, in all documents and applications, therefore, despite the provisions of law 2238/1994, the exceptions to privacy and its daily use in the transactions of every person is now widespread" 5 and that if in the position of PAEK PAOK as responsible processing was a journalist, then the conditions for the application of article 28 of Law 4624/2019 (par. 1c') would be met and the processing of personal data would be allowed when the right to freedom of

expression and the right to information prevails over the right to protection of of the subject's personal data, in particular for matters of general interest or when it concerns personal data of public figures. The company Paralot states in no. prot. C/EIS/2397/07-04-2021 her memorandum that "on Paralot's SDNA sports website an article entitled "...", which constituted journalistic coverage of the joint reception of news regarding the official announcement of PAE PAOK" was published on the website www.paokfc.gr and the relevant photographs of the complainant's contracts, from which they were reproduced in their entirety by the entire press (print and electronic) and by Paralot, pointing out that the press releases of PAE are news and are covered by the entire press. Subsequently, it is stated that "the disputed announcement by PAEK PAOK was in time sequence with another important news at the time that had concerned the entire press, namely with the alleged complaint of the complainant for an alleged attempt to defraud him" and "it was a serious issue that concerned the relevant topicality, as well as the face of the complainant himself who is a public figure" and thus "proves the intense journalistic interest in this major issue of the relative topicality of football which, of course, was also covered by the SDNA sports website of "Paralot" ». Paralot points out that because, as is usually the case in journalism, the entire announcement is reproduced, so in this case the entire announcement of PAEK PAOK was reproduced, the personal details of the complainant were preserved, while it was brought to their attention that in the disputed three photos of the contracts they had not been covered in the announcement of PAOK PAOK some personal details of the complainant, where as soon as it was noticed by SDNA it proceeded to cover the personal details of the complainant. For this reason, Paralot does not understand the choice of the complainant to file his complaint before the Authority at the expense of Paralot alone, presenting as relevant corresponding publications of websites that contained the same personal information of the complainant. Paralot also states that "as to the nature of the personal information shared by the three photos of the complainant's contracts, it is noted that a) with regard to his initial contract from ... with PAE X, 6 the information referred to in it, in addition to the date of birth of the name and nationality of A, which are already known to everyone [..], his declared residence at … […] proves and appears to be the address of the offices at … of PAE X, while the a specific connection clearly belongs to PAE X, b) with regard to the amending contract of A with PAE X, it mentions the extrapolated elements, as in the original, which, however, belong to PAE X and not to A. Therefore, as to these contracts and for these details there is no question of a breach of personal data", except for the details of the third contract with PAE Ψ, namely the VAT number, the DOU, the residential address and the number of his identity card that are valid what Paralot has argued above. In conclusion, Paralot argues that "it was a matter of republishing in the press the relevant

announcement of PAEK PAOK for reasons of justified journalistic interest and after a few hours when the error was noticed, there was a correction, while today, after the call of the Authority, the relevant photos from the publication" and adds that "he neither sought nor achieved any financial benefit with the publication in question". Following the above, the Authority sent the under no. prot. G/EX/1600/28-06-2021, G/EX/1601/28-06-2021 and G/EX/1602/28-06-202 letters for further clarifications to the accused, with which he invited them to submit the policies and procedures required by articles 5, 24 par. 1, 32 par. 1 of the GDPR that prove their compliance with the above legal framework and in addition to these the Authority requested from the EPO a brief description of the filing system of the football players' files and the Conclusion of the investigation carried out, following the publication of the complainant's contracts, as stated in the opinions submitted by the EPO. In response to the said requests, the EPO sent the under no. original G/EIS/4470/07-07-
2021 memorandum, which did not include the policies and procedures requested by the Authority, while beyond what it had mentioned in no. prot. C/EIS/1845/16-03-2021 its document regarding the description of the filing system, adds that "the football player's Card has already been issued by the competent Department of the EPO through the electronic Transfer Correlation System (in which the uploading is done exclusively by users of some of the PAOK)" and that based on what is applied for the registration of copies of contracts "even if the photocopies found in the possession of PAOK PAOK were marked "2. EPO", this would not constitute a self-evident fact, that these were given by the hand of EPO. Consequently, it does not appear that the photocopies of the complainant's contracts could be given to PAEK PAOK only by the Federation, nor certainly that they were given by it." Finally, regarding the Conclusion, the presentation of which the Authority requested, the complainant stated that "from the conducted investigation, it was confirmed that in this case case, all the aforementioned procedures were followed, as after receiving the complainant's contracts, they were placed together with their transfer, in the footballer's File and stored and locked in the prescribed cabinet. At no time did the File containing the litigious documents appear to have been retrieved from the cabinet, nor that these documents were used, nor processed in any way, nor certainly that they were sent to a third party. Also, no fraud or negligence was found to have caused a breach of personal data, according to the reports, nor was there any liability on the part of the controllers or processors. After all, no motivation was found, nor were there financial benefits derived from the publication. Subsequently, and after taking into account that the published texts are simple photocopies, which have obviously been processed, it was concluded that this is not an incident of personal data violation on the part of the EPO. This conclusion was announced to the Administration of the Federation orally,

because the whole case was assessed as falling under the usual and often unfounded and unfounded publications of a portion of the sports press, which are simply intended to increase the readability of the publications that host them. Following this, the incident was not recorded as a data breach and was not handled further, and a formal finding was omitted." PAOK PAOK and the company Paralot submitted the policies and procedures they apply when processing personal data, which do not concern the processing of personal data on the internet through their website. In view of the above, the Authority with no. prot. G/EX/1665/09-07-021, G/EX/1666/09-07-

2021, C/EX/1667/09-07-2021 and C/EX/1668/09-07-2021 documents called the complainant, A, ii. the Hellenic Football Federation - EPO, iii. the anonymous football brand "Panthessalonica Athletic Club of Constantinople - PAOK" and with the distinctive title "PAE PAOK", and iv. the company Paralot Media and Marketing ltd, owner of the electronic sports newspaper SDNA.GR, as legally represented, to attend the meeting of the Department of the company with i. 8 Authority on 16-07-2021, in order to discuss the complaint under consideration and to present their views. At the meeting in question, the attorney Aspasia Souloukos (...), on behalf of the EPO, the attorneys Dimitrios Kouvaras (...) and Vasilios Sarakis (...), on behalf of PAOK PAOK, the attorneys Achilleas attended the said meeting. Mavromatis (…), Christos Papathomas (…), Nikolaos Andrikopoulos (…), Panagiota Papanastasiou (…), as well as B, IT MANAGER, C, Personal Data Protection Officer, D, Personal Data Protection Officer and E, Press Officer, and finally, on behalf of Paralot, attorney Adamantios Basaras (...). During this meeting, those present developed their opinions and subsequently submitted to the Authority within the set deadline, the complainant under no. prot. C/EIS/5165/05-08-2021 memorandum and the accused, under no. prot. C/EIS/5171/06- 08-2021 electronic message which contained two memos from the EPO, under no. prot. C/EIS/5193/06-08-2021 memorandum of PAEK PAOK, and the no. prot. C/EIS/5194/06- 08-2021 memorandum of the Paralot company with its supplementary documents. The complainant during the above hearing and also with his memorandum from 05-08-2021 argued that the complaint is directed against the website SDNA.gr for the posts in question, even though it appears that the same posts have been made by many other websites because "the complained media outlet SDNA and its owner Cypriot company PARALOT MEDIA & MARKETING LIMITED belongs, as we prove from the electronic company registration system (Department of the Registrar of Companies) that exists in Cyprus, to the company RFA TRADING & CONSULTING LTD, which has been judged by the ... decision of the Professional Sports Committee (EEA) that it is a company of interests of ST, major shareholder of PAEK PAOK" and the website in question did not reproduce the

announcement for the purpose of informing the public but for the purpose of publicity and damage to the complainant. With reference to the damage suffered by the complainant in view of his request that the highest administrative sanction be imposed on the complainants, he states that he has suffered moral, psychological, spiritual and professional damage from the violation of his personal data, since after the illegal publication of the he has a fear for the safety of his family that he cannot overcome and does not follow the mission of the team in matches away from home, as a result, although he was established as the main goalkeeper, he again finds himself third in the line of goalkeepers and thus reduces his 9 playing value . Also, with regard to the first complainant, the complainant claims that the EPO is lying, when it states that its Records Department immediately places the contract in the footballer's file and stores the file in a cabinet, which is locked, as the said data is processed and for other purposes, such as, because EPO collects 5% on the value of the contract, other departments, such as its accounting department, also have access to the contracts and EPO has implemented an electronic transfer system from the summer of 2020, which EPO has access to as manager, and the teams (the one that acquires the footballer and the one from which he leaves), while Super League1 and PSAP do not have access to it. The EPO with its memos dated 05-08-2021 stated that the conclusion of an agreement with a company that will be selected to organize the issues concerning the GDPR and the proposal of a consulting company to fill the position of Data Protection Officer were approved. With regard to the processing to which the contracts of the football players are submitted, the EPO stated that the complainant's contract from ... with PAE X and its amending contract from ... are not digitized, while the complainant's contract from ... with PAE Ψ is in digital form from the submission by PAE Ψ to the Internal Transcript Correlation System (ESSM) of the EPO and provided the Authority with copies from the file it maintains of the three disputed contracts. PAEK PAOK with its memorandum from 06-08-2021 asserted that "after the correction by the Press Officer of the post by covering the simple data of the complainant, a video conference of the PAEK PAOK incident management team was convened to decide the next steps , based on the Incident Response Plan" and after an evaluation of the incident it was decided that the PAE should not take any further action, i.e. notify the Authority of the incident under Article 33 GDPR, because there was no high risk to his rights and freedoms subject, from the moment his data was immediately deleted under Article 34 of the GDPR, while the data was simple and widely known due to the subject's reputation and not sensitive personal data and the nature, gravity and duration of the violation was such that did not cause damage to the data subject and was not invoked in the complaint. Also, PAOK PAOK stated that "there was a belief that the processing was necessary for the purposes of the legal interests it was pursuing and the posting of all the contracts was done

by mistake. However, the nature and gravity and duration of the breach was such that it did not cause damage to the complainant and this was demonstrated by the fact that he did not report any damage. There was no malice on the part of PAOK PAOK but only carelessness and negligence" and then pointed out that "the invocation of "our legitimate interest" refers to the publication of the disputed contracts and not, of course, to the publication of the complainant's personal data", and "it was judged internally that only from the financial details of the contracts did the "entanglement" between the 2 groups ("Ψ" and "X") arise directly and indisputably". Finally, PAOK PAOK provided the Authority with copies from the file it maintains of the three disputed contracts. The company Paralot with its memorandum dated 06-08-2021 states, in relation to the application of article 29 of Law 4624/2019 for the processing of personal data in the context of journalistic purposes, that "in this case the issue of weighting is critical between the constitutional rights of freedom of the press, information of the public through the press and the right of the person to preserve the privacy of his personal data and the supremacy of the freedom of the press is deduced from the unconditional wording of article 14 of the Constitution, from the provision of article 9 of Directive 95/46 which mandates member states to provide for deviations in favor of research for journalistic purposes, as well as from the provisions of paragraphs 1-3 of no. 2 of the Code of Ethics for news and other broadcasts. In case of weighting, in order to prevail over the duty and right of the press to inform the public against any violation of the provisions of Law 4624/2019 it is accepted that, on the one hand, ontologically, there must be an interest of the public in the journalistically disclosed data and, on the other hand, ethically, that this particular interest should appear as legally acceptable and approved". Also, in this weighting, the status of the subject as a "public figure" is taken into account, which is either acquired directly, when the person himself is concerned with the current situation, or reflexively when he is connected, e.g. with a relationship with a public figure and especially in the field of journalistic research, it is disputed whether the publication of information obtained in an illegal way is legal or not, referring to the Authority's Decision 32/2007 which ruled that even if the method of collecting the data is illegal and constitutes, under certain conditions, a criminal offense, according to the provisions of article 370A of the Civil Code and, in particular, paragraphs 1, 2, 3 and 4, what must be examined is whether the publication is legal or not, based on whether it prevails or not in each publication the public's right to information and the corresponding 11 journalistic duty to inform, especially when it concerns public persons exercising public duties and it was finally ruled that the public's right to information and the imposed journalistic duty to seek and disclose prevailed of the truth, given that it was a matter of major public interest, concerning the financial situation of a public figure. In this particular case, the company Paralot claims that the processing is

permissible according to the provisions of case c' of par. 1 of no. 28 of Law 4624/2019 because it was an issue of intense public and journalistic interest, in which involved public figures were referred and concerned the relevant current affairs at the time, as the complainant is a public figure and already a well-known international athlete and immediately before that he had revealed an attempted robbery in order to have a reduced performance in the "derby". Finally, the Paralot company points out that according to the relevant jurisprudence, the Authority should also accept as legal the collection of information from the private and confidential sphere of a person, provided that this information has already been published, has been made known by the mass media and there is a justified interest and therefore, upon republishing, the provisions of Law 2472/1997 do not apply and this means that the republishing of PAOK PAOK's announcement in its entirety does not constitute illegal processing. The Authority, after examining the elements of the file, after hearing the rapporteur and the assistant rapporteur, who was present without the right to vote and left after the discussion of the case and before the conference and the decision-making, after a thorough discussion, CONSIDERED AGREEMENT BY LAW 1. Because, from the provisions of articles 51 and 55 of the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR") and article 9 of law 4624/2019 (Government Gazette A´137) it follows that the Authority has the authority to supervise the implementation of the provisions of the GDPR, this law and other regulations concerning the protection of the individual from the processing of personal data. 2. Because Article 5 of the GDPR defines the processing principles that govern the processing of personal data. Specifically, it is defined in paragraph 1 that personal data, among others: "a) 12 are processed lawfully and legitimately in a transparent manner in relation to the data subject ("legality, objectivity, transparency"), b) are collected for specified , express and legitimate purposes and are not further processed in a manner incompatible with these purposes (…), c) are appropriate, relevant and limited to what is necessary for the purposes for which they are processed (“data minimization”) (…)". 3. Because, according to article 5 par. 2 of the GDPR "the data controller bears the responsibility and must be able to demonstrate his compliance with the processing principles established in paragraph 1 ("accountability")". As the Authority1 has already judged, with the GDPR a new model of compliance was adopted, the central point of which is the principle of accountability in the context of which the data controller is obliged to plan, implement and generally take the necessary measures and policies, in order for the processing of the data to be in accordance with the relevant legislative provisions. In addition, the data controller is burdened with the special duty to prove himself and at all times his compliance with the principles of article 5 par. 1 GDPR, both with regard to the data subject for reasons of transparency of the processing, and, in

particular, before the Supervisory Authority. It is no coincidence that the GDPR includes accountability (Article 5 para. 2 GDPR) in the regulation of the principles (Article 5 para. 1 GDPR) governing the processing, giving it the function of a compliance mechanism, essentially reversing the "burden of proof" as to the legality of the processing (and in general the observance of the principles of Article 5 par. 1 GDPR), shifting it to the controller2, so that it can be validly argued that he bears the burden of invoking and proving the legality of the processing. Thus, it constitutes the obligation of the data controller, on the one hand, to take the necessary measures on his own in order to comply with the requirements of the GDPR, and on the other hand, to demonstrate his compliance at all times, without even requiring the Authority, in the context of research - of its audit powers, to submit individual - specialized questions and requests to establish compliance. 1 See Authority Decisions 36/2021, sc. 3, 26/2019, sc. 8, 44/19 sc. 19 available on its website. 2 Relatedly see L. Mitrou, The principle of Accountability in Obligations of the controller [G. Giannopoulos, L. Mitrou, G. Tsolias], Collected Volume L. Kotsali – K. Menoudakou "The GDPR, Legal Dimension and Practical Application", 2nd ed. Law Library, 2021, p. 265 ff. 13 4. Because, according to the definitions of article 4 par. 1 GDPR "means "personal data": any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one whose identity can be ascertained, directly or indirectly, in particular by reference to identifier, such as a name, an identification number, location data, an online identifier or one or more factors that characterize the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person.' 5. Because, in article 28 paragraph 1 of Law 4624/2019 it is provided that "To the extent that it is necessary to reconcile the right to the protection of personal data with the right to freedom of expression and information, including processing for journalistic purposes and for the purposes of academic, artistic or literary expression, the processing of personal data is permitted when: a) the data subject has given his express consent, b) it concerns personal data that has been manifestly made public by the subject himself, c) prevails the right to freedom of expression and the right to information versus the right to protect the subject's personal data, especially for matters of general interest or when it concerns the personal data of public figures [...]" 6. Because, with regard to the first complainant, from the data of the file shows that the professional contracts of the complainant that have been published in the announcement of PAE PAOK and on websites are i. from ... his initial contract with PAE X, ii. the from … modifier thereof, as well as iii. the from ... contract with PAE Ψ, which contain personal data concerning him, i.e. name, address, date of birth, citizenship, social security number, VAT number, social security number and monetary fees and the first two bear the indication on the bottom left of the first page "2. E.P.O.", as

appears from the data provided, are registered in a filing system maintained by the first complainant. Therefore, the Authority has jurisdiction to examine the complaint. 7. Because the EPO as the Hellenic Football Federation, as can be seen from the data provided, is an organized body, in which there is a Department of Football Players' Records, where the files of the 14 professionals are kept, the football players' contracts, in which the football players are also registered, as evidence for the already issued by the competent Department of the EPO Footballers' Passes. Therefore, EPO recommends the controller of personal data concerning football players and has all the obligations of the controller provided for by the GDPR and Law 4624/2019, including the implementation of appropriate technical and organizational measures to ensure that processing is carried out in accordance with the above framework. 8. Because although three of his contracts are published in the PAEK PAOK announcement complainant, only in two of them, namely in the contracts from ... and ..., there is the indication "1. E.P.O." at the bottom left of the page, as well as the number "..." on the first page of the from ... contract, while there is no corresponding indication in the last contract. 9. Because the first page of the contracts kept in the file of the EPO in relation to the corresponding ones received by PAE PAOK in an anonymous file are completely identical. Furthermore, no evidence has shown that the pages in question have been falsified and falsified. As for the EPO's claim that the contracts in question may have been copied and leaked in the time before they were sent to the EPO from the time of their validation by the Super League and until their delivery to PAEK PAOK, the Authority rejects this claim as a matter of substance unfounded as: First, PAE PAOK published the contracts in question, as received by the Press Officer with the anonymous file and in comparison with those posted in the PAE PAOK announcement from ..., the only intervention that was made in them at his own initiative of the Press Officer, as PAOK PAOK reported, is the covering with a black marker of the following points: date of birth, residential address, telephone number and VAT number. Therefore, from the contracts incorporated in the announcement of PAOK PAOK on its website, it appears that apart from the coverage of the above points with a black marker, - in the contract from ... between the complainant and PAOK X, the name of Super does not appear on the first page in the header League, with its information, the stamp with the date "..." and the number "...", information that in its entirety was contained in the corresponding contract presented by EPO and 15 PAOK PAOK as the copy received in the envelope, as well as in the contract he provided, - the contract from ..., also between the complainant and PAE X, has all the pages identical to the corresponding contracts provided by EPO and PAOK PAOK as a copy received in the file, except for the last page, in which its lower part has been covered, where the signatures of those involved are present. - in the from ... contract between the complainant and PAE Ψ in

the announcement there is only the first page with the signatures covered, just like in the contract that PAE PAOK presented that it received in the file, and only half of the second page with the remuneration and the installments thereof, without the rest of the contract having been posted. Second, the first of the contracts was ratified by the Super League on … and should have been forwarded within 7 days (the complainant stated that “my original contract with PAE X was forwarded to EPO …, its amendment on …”), i.e. seventeen (17) months before it was sent with an anonymous envelope to PAOK PAOK. The third was forwarded to the EPO on ..., as the complainant states (the stamp on the body of the contract reads ...), i.e. 2 months before it was sent to PAOK PAOK. From these facts it follows that all the contracts were leaked at the same time and therefore from the file of the EPO. Opposite case, in which the first contract signed on ... was copied from the time of its validation in the Super League until their delivery to PAE PAOK in an anonymous folder, 17-18 months later and therefore, was kept by an unknown person for future use, it goes against the lessons of experience and the findings of common sense. Thirdly, while the EPO claims to have conducted an internal investigation into the possibility of the contracts being leaked from its file with a negative result based on its cited Finding, however, this claim remains unsubstantiated as it constitutes a mere verbal allegation. From no evidence it emerged on the one hand that such an audit took place, on the other hand, even if it is assumed that such an audit took place, no Conclusion was drawn up, it did not emerge what were the audit actions, which he took to arrive at the said oral, finally , Conclusion, it emerged that no regulation or internal audit procedure was presented, from which the competent 16 audit bodies, their responsibilities, the procedure of the individual audit acts, etc., could be derived. In addition, while the EPO under no. prot. C/EIS/4470/07-07-2021 her memorandum refers to the Security Policy, however, it was never presented, although it was requested by the Authority. Fourth, while it was requested by under no. prot. C/EX/1600/28-06-2021 letter from the Authority to provide all EPO compliance policies or procedures, however no policy and procedure regarding the processing of personal data in its possession was provided and stated that following decisions of its Executive Committee taken on … and … of …, i.e. … years after the start of application of the General Regulation, the proposal of a consulting company to fill the position of Data Protection Officer and general compliance was approved, as resulting. Fifth, while the EPO with no. prot. C/EIS/1845/16-03-2021 and C/EIS/4470/07-07-

In her 2021 pre-hearing pleadings she argued that her filing system is manual and consists of paper files for each football player, however, at the hearing before the Authority the complainant argued that the system as of 2020 is electronic. On the occasion of this allegation, the Authority asked the EPO to inform it with its hearing memorandum on this allegation, in which it

finally stated that there is also an electronic transcript system from the summer of 2020, to which the EPO has access as administrator, and the groups. Therefore, it appears that EPO, while knowing that an electronic system existed, hid it from the Authority. Therefore, the Authority finds that the leakage of the disputed contracts, which contain personal data, took place from the data controller's filing system (DPO). On the contrary, it did not appear that EPO fraudulently tampered with a filing system, copied and leaked the contracts directly or through a third, unknown person, as alleged by the complainant. The leakage of the contracts in question, which contain personal data of the complainant, is due to the EPO's lack of appropriate technical and organizational security measures and in general compliance with the requirements of the GDPR. 10. Therefore, because from the entire file and the hearing process, it appears that the EPO as the controller of the personal data, the 17 included in the contracts of its football players has not complied with the General Regulation and Law 4624/ 2019, two different penalties should be imposed, one for violation of nos. 5 par. 1 sec. a', f', 2, 24 par. 1, 2 and 32 par. 1 and 2 of the GDPR and a second one for the specific leak and to give an order based on article 58 par. 2 item. d GDPR for compliance with the legislative framework for the protection of personal data within two (2) months from receipt of this. 11. Because with regard to the second complainant, it appears from the information in the file that, according to what PAOK PAOK claims, it received the disputed contracts in an anonymous file, which it posted on its official website on ... and time ... (as it claims it was perceived the complainant) or ... (as claimed by PAOK PAOK) without taking any action to cover/delete the personal data of the complainant, an action he took on the same day and time ... finally deleting the residential address and the VAT number. Therefore, with the posting of the contracts in question containing the personal data of the complainant, PAOK PAOK became responsible for processing as the administrator of the website, on which the data in question was posted and has all the rights provided by the GDPR and Law 4624/2019 obligations of the controller, including the implementation of appropriate technical and organizational measures to ensure that the processing is carried out in accordance with the above legal framework. The fact of the publication of all the personal data contained in the disputed contracts proves that the required technical and organizational security measures were not taken, so that the information in question was not made widely public. Even the concealment that took place only concerned the address of the residence and the VAT number, without taking into account that the remuneration data is also personal data of the complainant and in fact of particular importance, even in relation to the jeopardy of the complainant's security, as and the possibility of committing crimes on account of this. 12. It should be pointed out that, although PAOK PAOK promptly submitted all of the policies and procedures it applies and has demonstrated its

willingness to cooperate with the Authority, as well as that it provided instructions to its employees on how to process the personal data of third parties, ("[…] I manage with care the personal data of … citizens … in the context of my work and the service I provide, and I make sure that it is not shared or disclosed to third parties, as well as that it is not made visible in any way by third parties not involved in the provision of the specific service", however, it does not appear existence of a clear procedure for the processing of personal data contained in publications posted in press releases or announcements on the PAE website. 13. Because it should be taken into account that the PAE of the football teams post on their notice boards and websites the decisions of their internal bodies and matters concerning the fans of their team, while in the disputed announcement of the PAOK PAOK the posting was about professional football player contracts of other teams, which increases the illegal processing of said data. 14. Because PAE PAOK invokes a legitimate interest in "the disclosure of collusion" and the protection of PAE PAOK's prestige, clarifying, however, that it does not invoke this as a claim and justifying legal basis for the processing. Besides, it would be an evaluative antagonism on the one hand to invoke the legal basis of the superior legal interest to justify the posting and publication of the contracts and on the other hand to proceed with the deletion of some of the data, admitting that the posting of the personal data by the there was an incorrect action. 15. Because PAOK PAOK only became aware of the disclosure of the complainant's data, it did not disclose the incident of violation because it was convinced that the processing was necessary for the purposes of the legitimate interests it was pursuing and that the violation could not cause a risk. 16. Because it follows from the provisions of Article 6 of the GDPR that the "justified indignation" invoked by PAOK PAOK does not constitute a legal reason for processing personal data, nor can it be interpreted under any of the included legal bases. Therefore, the posting of the contracts that included personal data was carried out without a legal basis and therefore in violation of articles 5 par. 1 sec. first cond. 6 par. 1 GDPR. In addition, the Authority takes into account the lack of internal evaluation and the failure to provide instructions to the competent official to check compliance with the legislation for the protection of 19 personal data prior to the postings made on the PAEK PAOK website. 17. Because PAE PAOK claims that the Type E Manager gave a posting order in the context of a spontaneous action as a result of the indignation for what PAE PAOK had suffered, as he believed that the content of the contracts and in particular the listed price and the difference between the 300,000 - 30,000 euros proved the falsity of the complaint about attempted bribery of the complainant here. Although the fact of the difference in the amount of the contract price does not make it an absolute fact that collusion exists and that the alleged attempted bribery was false, nevertheless, the subjective consideration of things by PAEK

PAOK, led the latter to the spontaneous and without prior examination of the legal requirements of the GDPR, said posting on the internet, in the light of a perceived "outrage" by him. In no case, the Authority cannot and does not have the authority to establish whether the said spontaneous action objectively constitutes an act of outrage and already justified, given that the case is pending before the criminal justice system. Therefore, the Authority, taking into account the fact of the immediate (within 2 hours) deletion by PAOK of the personal data of the complainant - apart from the amounts of the fees, which were illegally retained, finds that the illegal posting in question took place through negligence. 18. Because with regard to the third complainant, it appears that the Paralot company has received registration number 13470 in the Register of Electronic Media Companies (articles 52, 53 and 54 of Law 4339/2015 Official Gazette A' 133) of the General Secretariat of Information and Communication and is sports journalism website that employs a large number of journalists. Therefore, the no. 28 of Law 4624/2019 on data processing for journalistic purposes. 19. According to the information in the file, on the website SDNA.gr, owned by the company Paralot, the announcement of PAOK PAOK was republished in its entirety on ... three contracts of the complainant. Undoubtedly, PAE's announcements are important news that is republished, and in particular the publication in question by PAEK PAOK was particularly important for sports events with strong journalistic interest, it concerned a major current issue and it would be expected to be republished by all 20 of the sports and other type. At the same time, the complainant is also considered to be a person who, apart from being a well-known athlete, was especially in the news during that period with the reported and alleged attempt to decapitate him, in order to have a reduced performance in the football derby between the Ψ-PAOK teams. It should also be taken into account that Paralot sought to cover up the data in question - apart from the remuneration amounts - when it became aware of it and that in Exhibit 11 it has provided it appears that on ... the photos of the three contracts have been deleted from the announcement of PAEK PAOK, as it was republished on the SDNA website. 20. SDNA proceeded to reproduce/share a post of PAE PAOK, like other websites, and not to make public for the first time the contracts that might arrive in an anonymous envelope, as in the case of PAE PAOK. Given therefore that SDNA proceeded to reproduce an information that included personal data, it should have previously checked compliance with the required processing principles no. 5 GDPR. In addition, the Authority finds the absence of policies and procedures to comply with GDPR requirements before posting personal data. Furthermore, the Authority takes into account the subsequent actions of deleting part of the personal data of the complainant from the posted contracts, subsequently unposting the photos of the contracts from the publication on its website and the criticism through a publication of Sdna for the publication of the

data of the personal nature of the complainant from PAOK PAOK, i.e., as stated by a journalist of the website "[…] PAOK PAOK […] ... […] publishes the residential address in an official announcement [...]", as well as the fact that the other websites with sports and not only content proceeded with the corresponding reproduction of the PAEK PAOK announcement. 21. During the hearing, the complainant argued that the other websites also violated his personal data by reproducing the Announcement, but the complainant turned exclusively against SDNA due to the fact that it is in the interests of PAOK PAOK and therefore, according to his claims, with fraudulently made the post in question, while apparently the rest of the websites are negligent. 22. With Opinion 1/2020 of the Authority, it was accepted that, in view of the principle of proportionality and the principle of practical harmonization between the protection of personal data and freedom of the press, the processing of personal data during the exercise of the right of expression and information is permitted when the right of expression and information prevails over the right to protect the personal data of the subject, especially for matters of general interest or when it concerns the personal data of public figures, provided that the processing is limited to the measure necessary to ensure the freedom of expression and right to information, especially when it concerns special categories of personal data, as well as criminal prosecutions, convictions and related security measures. It is pointed out that according to the relevant Decisions of the Authority3, the judgment of whether the specific processing was carried out legally or, on the contrary, whether the right of informational self-determination of the affected persons and of private life was violated, is subject to the criterion of whether this processing served the interest of informing the public opinion which prevails in this particular case of the right to privacy, as well as whether the considered offense was within the framework of the principle of proportionality necessary for the exercise of the right to information. The judgment of this issue depends on the facts that are present in each case. According to the principle of balancing, which is accepted by the established jurisprudence of the Greek courts and the European Court of Human Rights (ECtHR), the media have, according to article 10 of the European Convention on Human Rights (ECHR), ratified by the n.d. 53/1974, duty to inform the public about cases and issues of public interest and accordingly the public has the right to be informed about issues and cases of general interest. Especially when it comes to figures of public life or matters of public interest, the need to inform the public is more intense. For this reason, the ECHR recognizes the role of journalists as public watchdogs, i.e. the controlling function of the press, the which covers his ability to embellish the bad texts by making public and publictheir criticism.

3 See in particular, Decisions of the Authority 100/2000, 24/2005, 25/2005, 26/2007, 43/2007, 58/2007,

165/2012, 41/2017, 152/2017, 25/2021, 40/2021, available on the website of

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It is noted that "public persons" has been accepted4 as meaning the persons who

exercise public authority, as well as those who play a role in anyone

area of public life, such as politics or cultural, scientific,

religious, economic, artistic, social, sporting life. It is also highlighted

that as public persons they may be considered, according to a broad interpretation,

aligned with the Constitution, and the so-called current affairs figures.

From the combined interpretation of cases c' and d' of the first paragraph thereof

article 28 of Law 4624/2019, it follows that the publication of even simple, in

in this case, personal data for journalistic purposes must be done

in such a way that the penetration into the private and family life of the subject

of data to be as small as possible in the context of harmonized application

the protection of private and family life on the one hand and the right to

information on the other hand. In this case, the minimization principle at

processing of personal data, which also applies to processing

personal data for journalistic purposes for satisfaction

justified interest in informing citizens, imposes the least

burdensome to the subject of processing, especially when it does not affect its essence

information

23. Following these, journalism is legitimate in principle

website went to

republishing the subject as above, including

copies of contracts, processing personnel data

character of the complainant, which he should have deleted or

anonymize. The Paralot company claims that “in case of republishing

there is no violation of the legal right to privacy, because it has already been affected

at its core the concept of "privacy" since this has already been catalyzed with it

prior act of publication" concluding that upon re-publication

the provisions of Law 2472/1997 and Law 4624/2019 do not apply and that the

republishing the announcement of PAEK PAOK that had been reproduced by the whole

of the press does not constitute illegal processing, as the data had already been made

known from another source and so the secrecy was already broken. On the subject,

Authority has judged5 that, if the disclosure of personal data

4 See Decisions of the Authority 26/2007, 165/2012, 73/2013 and 52/2015.

5 See Decision 41/2017 of the Authority, p. 29, available on its website

violates the right to the protection of private life and personal

data, the further publication is also illegal, as well as that the

illegal publications posted on Internet sites must

be immediately unposted/deleted from both the mentioned original sources

them as well as from the informative websites that reproduced them.

Besides, any further re-publication of a post, with which it is offended

the right to the protection of personal data, further constitutes and

deeper violation of the same right.

24. The Authority, in view of the above and in particular the fact that the company Paralot on the one hand

deleted immediately (within 2 hours) from the posted contracts of the complainant

with PAE X the date of birth of the complainant, his residential address

and the telephone number and from the contract with PAE Ψ additionally the VAT number

and the ADT of the complainant - but not the amounts of the fees - and on the other hand, that

with her later publications she criticized these practices with which

there is a violation of the protection of personal data and privacy

life, finds that said posting of all personnel data

character, as a reproduction of the PAEK PAOK announcement, which constitutes

violation of article 5 par. 1 sec. a' of the GDPR, took place through negligence and

decides that there is reason to exercise the Article 58 par. 2 sub. II GDPR

corrective power of reprimand for the company Paralot.

25. Furthermore, the Authority took into account the criteria for measuring the fines defined

in article 83 par. 2 of the GDPR, the Guidelines "for the implementation and

determination of administrative fines for the purposes of Regulation 2016/679»6 thereof

Working Group of article 29 and its Guidelines 04/2022

European Data Protection Board7, as well as the actual data

of the case under consideration and in particular:

i.

The fact that the first complained EPO has not received the appropriate

technical and organizational measures and in general has not complied with them

GDPR requirements.

6 WP 253 from 03.10.2017 available at the link https://www.dpa.gr/sites/default/files/2019-

12/wp253_en.pdf

7 Guidelines 04/2022 on the calculation of administrative fines under the GDPR from 12.05.2022 under

public consultation, available at https://edpb.europa.eu/system/files/2022-

05/edpb_guidelines_042022_calculationofadministrativefines_en.pdf

ii.

iii.

iv.

v.

The fact that it did not emerge that the EPO fraudulently copied and leaked them

contracts directly or through a third, unknown person, as claimed

the complainant.

The fact that the second reported PAEK PAOK has taken action

implementation and compliance with GDPR requirements.

The fact that the violation for both the first two complainants was

individually, i.e. in this case it affected the complainant, as the subject of them

data.

The absence of previous violations of the first two

complained of, as a relevant check shows that he does not have them

imposed until today an administrative sanction by the Authority.

Based on the above, the Authority unanimously decides that they should be imposed on

denounced, in the capacity of data controllers, those referred to

dispositive administrative sanctions, which are judged to be proportional to the gravity of

violations.

FOR THOSE REASONS

THE BEGINNING

A. Finds that the complained Hellenic Football Federation - EPO as

data controller violated articles 5 par. 1 sec. a', f', 2, 24 par. 1, 2 and 32 par.

1 and 2 of the GDPR and imposes on the EPO according to article 58 par. 2 item. i' the administrative

a fine of twenty-five thousand (25,000.00) euros.

B. Gives an order according to article 58 par. 2 item. d' of the GDPR in the complained Greek

Football Federation - EPO to comply with the provisions of the GDPR and the law.

4624/2019 within two (2) months from the receipt of this.

C. Finds that the complained football corporation under the name

"Panthessaloniki Athletic Club of Constantinople - PAOK" - PAOK PAOK as

data controller violated articles 5 par. 1 sec. a', f', 2 and 24 par. 1, 2 thereof

GDPR and imposes on PAOK PAOK pursuant to article 58 par. 2 item. i GDPR, the administrative

a fine of five thousand (5,000.00) euros.

D. Addresses a reprimand, according to article 58 par. 2 item. 2 GDPR, to the complained company

Paralot Media and Marketing ltd, owner of the online sports newspaper

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SDNA.GR, as controller, for the violation of article 5 par. 1 sec. a' of

GDPR.

The Deputy President

The Secretary

George Batzalexis

Irini Papageorgopoulou

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