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936-150719

Procedure No.: PS/00291/2019

RESOLUTION R/00559/2019 TERMINATION OF THE PROCEDURE FOR PAYMENT
VOLUNTEER

In sanctioning procedure PS/00291/2019, instructed by the Agency

Spanish Data Protection Officer to JOKER PREMIUM INVEX, S.L., given the complaint
presented by A.A.A., and based on the following,

BACKGROUND

FIRST: On October 4, 2019, the Director of the Spanish Agency for

Data Protection agreed to initiate a sanctioning procedure against JOKER PREMIUM

INVEX, S.L. (hereinafter, the claimed party), through the Agreement that is transcribed:

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Procedure No.: PS/00291/2019

935-240719

AGREEMENT TO START A SANCTION PROCEDURE

Of the actions carried out by the Spanish Agency for the Protection of

Data and based on the following

FACTS

FIRST: On December 27, 2018 Mr. A.A.A., (hereinafter, the

claimant), filed a claim with the Spanish Agency for Data Protection,

(hereinafter, AEPD), against MEDISALUD/JOKER PREMIUM, stating that

since its registration in the municipal census of the population of ***POBLACIÓN.1 (Toledo)

receives advertising and commercial offers with identifying data (population, name and

surnames and address) that you have only provided to the Public Administration. He added that he

sent electronic communications to the presumed promoter of the communications

and the database administrator without any results. The information of

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Both refer to obtaining data from different public sources in which there is no

contain your personal data or identification of the residents that, however, if

appear in the communications you receive.

The claimant attaches a copy of an advertising mailing on the front of which appears

printed the MEDISALUD logo, the sender's data (GM- ***APARTADO DE

CORREOS Madrid) and the details of the recipient, in this case the claimant,

as proof that the name, surnames and postal address of the recipient of the

shipment studied coincide with the identification data and the postal address provided

by the claimant when filing said claim.

The following text appears in the body of the advertisement:

“We give you an electric scooter just for attending. MEDISALUD invites you to

Get to know the latest news designed exclusively for you to continue taking care

of you and yours. For this, we give you gifts only for your presence at our event,

with a courtesy gift. If you also go with your spouse, MEDIASALUD WILL

WILL GIVE AWAY, COMPLETELY FREE, AN ELECTRIC SCOOTER

If you are a widower come accompanied by a family member or a friend over 45

years and you will receive the same gift, as long as you prove your marital status with

valid documentation. And if you know a married couple or friend, over 45

years, INVITE HER to come. He will also receive the same gifts as you, as long as he does not

repeat invitation on those days.

Confirm your attendance and reserve your gift.”

The delivery indicated the venue for the event ***HOTEL.1, in Aranjuez), dates and times of celebration (January 10 and 11, 2019, for the morning and evening). The telephone number ***TELÉFONO.1 was provided for book during the hours between 9:15 a.m. to 8:00 p.m.

At the bottom of the advertising brochure it is reported: "This mailing has been sent to postal addresses that appear as residential gaps obtained through the public information offered by the IN, the Correos street libraries and direct procedures without in any case stating the identity of the residents in these homes. However, if for any reason you do not like these communications, you can express it by writing to JOKER PREMIUM C/Maria de Molina nº54 5th floor 28006 Madrid. Received a request in this sense, Communications from this website will not be sent to the corresponding postal address. nature."

SECOND: On January 23, 2019, the Subdirector General for Inspection of Data transferred to the entity GRUPO MEDISALUD TV, S.L., (hereinafter, MEDISALUD) the aforementioned claim for its analysis and communication to the claimant of the decision made in this regard. Likewise, said entity was required so that in the

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Within one month, send the following information to the AEPD: Copy of the communications, of the decision adopted that has been sent to the claimant regarding

transfer of this claim, and proof that the claimant has received the communication of that decision; Report on the causes that have motivated the incident that gave rise to the claim; Report on measures taken to prevent similar incidents from occurring; Any other you consider relevant.

On the same date, the claimant was informed of the receipt of the claim and his transfer to MEDISALUD.

On February 22, 2019, entry is registered in this Agency written response from MEDISALUD stating that:

a) They have responded to the claimant stating that: MEDISALUD does not does not have nor has it had any information on the claimant in its databases. That the relationship between that company and JOKER PREMIUM obeys a relationship of provision of services consisting of the performance by JOKER PREMIUM of commercial campaigns for the celebration of face-to-face events in different Spanish towns attended by interested persons for the presentation and sale of the products marketed by MEDISALUD. that these campaigns commercials are produced and directed entirely autonomously by JOKER PREMIUM, without MEDISALUD intervening in any phase thereof.

b) Attach a copy of the "Service Provision Contract" signed, dated August 2, 2017, between GRUPO MEDISALUD TV, S.L. (THE CLIENT) and JOKER PREMIUM INVEX, S.L. (THE PROVIDER).

In sections 1.1 and 1.2 of the first stipulation and section 2.2 of the second stipulation of the aforementioned Contract states:

"FIRST.- OBJECT:

1.1 The purpose of this contract is to establish the legal framework that will regulate the provision by the SUPPLIER to the CLIENT of the services of

advertising and marketing necessary for the sale of the CLIENT's products.

1.2 THE CLIENT will make said sales through presentations

presence of their products in places previously defined and arranged by the

PROVIDER (Hotels, Restaurants, etc.).

To this end, the SUPPLIER undertakes to carry out the marketing tasks

that are necessary to ensure that these events attend the largest number

possible from potential customers. For this, the SUPPLIER will design each of the

marketing and advertising campaigns to be carried out for the sale of the

products of the CLIENT and will prepare and execute said campaigns to attract

attendee.

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SECOND.- SUPPLIER OBLIGATIONS

(...)

2.2.- THE SUPPLIER acknowledges that it is the CLIENT's requirement that the

marketing campaigns are carried out without, in any case, being used or

processed personal data of natural persons subject to the regulations for the protection of

personal information."

c). They have sent burofax to the company JOKER PREMIUM, whose copy is attached,

requesting a report of the causes that gave rise to the claim.

THIRD: In view of the information received from MEDISALUD, dated March 28,

February 2019, in accordance with article 65.4 of Organic Law 3/2018, of 5

December, of Protection of Personal Data and guarantee of digital rights, (in

hereinafter LOPDGDD), and for the purposes provided in its article 64.2, the Director of the AEPD agreed to admit the aforementioned claim for processing.

FOURTH: In accordance with the provisions of article 67 of the LOPDGD, and in order to better determination and clarification of the facts exposed in the claim, from the General Subdirectorate of Data Inspection of the AEPD, the investigative actions whose results are set out below:

On May 17, 2019, a written entry is registered in this Agency response from JOKER PREMIUM INVEX, S.L., (hereinafter, the claimed party), to request for information that was made on April 24, 2019, subsequently reiterated on June 28, 2019, indicating that:

- Currently there are no personal data of the claimant in their files. sayings data were deleted after their client, MEDISALUD, informed them of that they had received from the AEPD a claim that had been formulated by the claimant for appearing his name and surnames in an advertising mailing.
- That the existence of such information in the advertising mailing has already surprised them that in their file they do not have personal data, but only references corresponding to residential gaps, without any type of information on the identity of the people who reside in them.

-

After conducting an internal investigation, the only conclusion is that there was some error and that for unknown reasons there was a record with data from the complainant. They were not aware that such information was included in their computer systems. fact.

- The incident was corrected by irreversibly deleting the data object of the claim. Additionally, an in-depth search has been carried out looking for other possible personal data to ensure that a situation has been dealt with

punctual and that an event of this nature does not occur again.

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The respondent provides a letter addressed to MEDISALUD stating what was stated above and assuming full responsibility for the incident.

Subsequently, on July 25, 2019, entry is registered in this

Written agency of the sole administrator of the claim, on behalf of said entity, stating the following:

- It is confirmed that the personal data of the claimant used to send the advertising come from the files of that company.
- That he bought some databases to carry out marketing activities, appearing the data of the complainant in one of those files.
- He normally gives instructions to his employees so that shipments do not include people who do not want to receive advertising or uses data that does not are personal, but, in this case, assume that an illegality has been committed and that it had to ensure that the whistleblower's data was legal before using it.
- That it cannot justify that it had the consent of the interested party, so recognizes the facts that are imputed and its responsibility for sending the advertising.
- That they have not had contact with the claimant and there is no record of having sent him another communication outside the advertising studied.
- That the corrections that must be imposed be assumed, requesting that they take into account

Keep in mind that it is a one-off event, that there has been no will to cause harm,

that the claimant's data has been deleted, the small size of the company and the complicity that the full and complete fulfillment of the data protection regulations.

FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of Regulation (EU) 2016/679, of the European Parliament and of the Council, of 04/27/2016, regarding the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Circulation of these Data (hereinafter, RGPD) recognizes each control authority and according to what is established in articles 47, 64.2 and 68.1 of the LOPDGDD, the Director of The Spanish Agency for Data Protection is competent to initiate this process.

II

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Article 4 of the GDPR, under the heading "Definitions", provides that:

"For the purposes of this Regulation, the following shall be understood as:

1) "personal data": any information about an identified natural person or identifiable ("the interested party"); An identifiable natural person shall be deemed to be any person whose identity can be determined, directly or indirectly, in particular by an identifier, such as a name, an identification number, location, an online identifier or one or more elements of the identity physical, physiological, genetic, psychic, economic, cultural or social of said person;

2) "processing": any operation or set of operations carried out about personal data or sets of personal data, either by procedures automated or not, such as the collection, registration, organization, structuring, conservation, adaptation or modification, extraction, consultation, use, communication by transmission, broadcast or any other form of enabling of access, collation or interconnection, limitation, suppression or destruction;"

"11) «consent of the interested party»: any manifestation of free will, specific, informed and unequivocal by which the interested party accepts, either through a statement or a clear affirmative action, the processing of personal data that concern him".

In accordance with these definitions, and in view of the actions practiced, the acts that are the object of the alleged infraction are specified in the treatment by the claimed party of the personal data of the claimant (name, surnames and postal address) to send you, as part of an advertising campaign organized by the claimed, a brochure with advertising from another company without having proven to be legitimated to carry out this treatment with that specific purpose.

III

The treatment described could constitute an infringement of article 6 of the RGPD, "Legality of the treatment", whose section 1.a) establishes that:

"1. The treatment will only be lawful if at least one of the following is met conditions:

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a) the interested party gave his consent for the processing of his personal data for one or more specific purposes;

Article 7 of the aforementioned RGPD, under the heading "Conditions for the consent", states that:

"1. When the treatment is based on the consent of the interested party, the responsible must be able to demonstrate that he consented to the treatment of his personal information.

2. If the data subject's consent is given in the context of a statement writing that also refers to other matters, the request for consent will be presented in such a way as to be clearly distinguishable from other matters, in a manner intelligible and easily accessible and using clear and simple language. It will not be binding any part of the declaration that constitutes an infringement of these Regulations.

3. The interested party shall have the right to withdraw their consent at any moment. The withdrawal of consent will not affect the legality of the treatment based on consent prior to withdrawal. Before giving your consent, the Interested party will be informed of this. It will be as easy to withdraw consent as it is to give it.

4. In assessing whether consent has been freely given, account will be taken to the greatest extent possible whether, among other things, the execution of a contract, including the provision of a service, is subject to the consent of the processing of personal data that is not necessary for the execution of said contract".

For its part, article 6 of Organic Law 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights, under the rubric "Treatment based on the consent of the affected party", states that:

"1. In accordance with the provisions of article 4.11 of the Regulation (EU) 2016/679, consent of the affected party is understood to be any manifestation of will

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free, specific, informed and unequivocal by which he accepts, either through a declaration or a clear affirmative action, the treatment of personal data that concern.

2. When the data processing is intended to be based on consent

of the affected party for a plurality of purposes, it will be necessary to state specific and unequivocal that said consent is granted for all of them.

3. The execution of the contract may not be subject to the affected party consenting to the processing of personal data for purposes unrelated to the maintenance, development or control of the contractual relationship”.

The alleged infraction for which the defendant is held responsible is typified in article 83.5.a) of the RGPD, which establishes that “Infractions of the following provisions will be sanctioned, in accordance with section 2, with fines administrative fees of 20,000,000 Eur maximum or, in the case of a company, of an amount equivalent to a maximum of 4% of the total annual turnover of the previous financial year, opting for the highest amount:

a) The basic principles for the treatment, including the conditions for the consent under articles 5,6,7 and 9.”

The LOPDGDD in its article 71, under the heading "Infringements", states that:

“The acts and behaviors referred to in sections 4, 5 and 6 of article 83 of Regulation (EU) 2016/679, as well as those that result contrary to this organic law.

For prescription purposes, the LOPDGDD in its article 72.1.b) states:

“Infringements considered very serious”:

1. Based on the provisions of article 83.5 of Regulation (EU) 2016/679

are considered very serious and will prescribe after three years the infractions that suppose

a substantial violation of the articles mentioned therein and, in particular, the

following:

(...)

a) The processing of personal data without the concurrence of any of the conditions of

legality of the treatment established in article 6 of Regulation (EU) 2016/679.”

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IV

Of the documentation in the file, and of the statements themselves

of the claimed in his letter dated July 25, 2019, it is evident that the

claimed violated article 6.1 of the RGPD.

The file shows that the respondent treated the name, surnames and

postal address (street *** ADDRESS.1) of the claimant to send, within the framework of

an advertising campaign entirely developed and managed by the respondent,

a postal brochure promoting attendance at an event where they were going to

advertise the latest news designed by MEDISALUD, to celebrate the days

January 10 and 11, 2019 at the location outlined in the brochure.

On the other hand, the respondent has acknowledged in the aforementioned document that he does not have

legitimacy for the treatment of the claimant's personal data.

According to the evidence available at this time, and

without prejudice to what results from the investigation of the procedure, it is estimated that the

The conduct of the claimed party could violate article 6.1.a) of the RGPD and may be

constituting the infringement typified in article 83.5.a) of the aforementioned Regulation

2016/679, and classified as very serious, for prescription purposes, in article 72.1.b)

of the LOPDGDD.

v

Article 58.2 of the RGPD, under the heading "Powers", establishes that:

"2 Each supervisory authority shall have all of the following powers

corrections listed below:

(...)

"i) impose an administrative fine in accordance with article 83, in addition to or in

instead of the measures mentioned in this paragraph, depending on the circumstances

of each particular case;

To determine the administrative fine that in this case should be imposed,

they must observe the provisions contained in articles 83.1 and 83.2 of the RGPD,

precepts that state:

"1. Each control authority will guarantee that the imposition of fines

administrative actions under this article for violations of this

Regulation indicated in sections 4, 9 and 6 are in each individual case

effective, proportionate and dissuasive.

2. Administrative fines will be imposed, depending on the circumstances of

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each individual case, in addition to or as a substitute for the measures contemplated in the Article 58, paragraph 2, letters a) to h) and j). When deciding to impose a fine administration and its amount in each individual case will be duly taken into account:

a) the nature, seriousness and duration of the offence, taking into account the nature, scope or purpose of the processing operation in question

as well as the number of stakeholders affected and the level of damage and damages they have suffered;

b) intentionality or negligence in the infringement;

c) any measure taken by the controller or processor

to alleviate the damages suffered by the interested parties;

d) the degree of responsibility of the person in charge or of the person in charge of the treatment, taking into account the technical or organizational measures that have applied under articles 25 and 32;

e) any previous infraction committed by the person in charge or the person in charge of the treatment;

f) the degree of cooperation with the supervisory authority in order to put remedying the breach and mitigating the possible adverse effects of the breach;

g) the categories of personal data affected by the infringement;

h) the way in which the supervisory authority became aware of the infringement, in particular if the person in charge or the person in charge notified the infringement and, in such case, to what extent;

i) when the measures indicated in article 58, paragraph 2, have been previously ordered against the person in charge or the person in charge in question in relation to the same matter, compliance with said measures;

j) adherence to codes of conduct under article 40 or mechanisms

certificates approved in accordance with article 42, and

k) any other aggravating or mitigating factor applicable to the circumstances of the case, such as financial benefits realized or losses avoided, direct or indirectly, through infringement.”

Regarding section k) of article 83.2 of the RGPD, the LOPDGDD, in its article 76,

“Sanctions and corrective measures”, establishes that:

"two. In accordance with the provisions of article 83.2.k) of Regulation (EU) 2016/679 may also be taken into account:

a) The continuing nature of the offence.

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b) The link between the activity of the offender and the performance of treatments of personal data.

c) The profits obtained as a result of committing the offence.

d) The possibility that the conduct of the affected party could have induced the commission of the offence.

e) The existence of a merger by absorption process after the commission of the infringement, which cannot be attributed to the absorbing entity.

f) Affectation of the rights of minors.

g) Have, when it is not mandatory, a delegate for the protection of data.

h) The submission by the person in charge or person in charge, with voluntary, to alternative conflict resolution mechanisms, in those

assumptions in which there are controversies between those and any

interested."

In accordance with the transcribed precepts, and without prejudice to what results from the

instruction of the procedure, in order to set the amount of the sanction of a fine that

it would proceed to impose in the present case for the presumed infraction typified in article

83.5 of the RGPD that is attributed to the claimed, in an initial assessment, it is estimated that

the following factors concur:

As aggravating factors:

- That the facts object of the claim are attributable to a lack of diligence

of the claimed by not checking if there was a legitimizing basis to process the data

claims of the claimant in the framework of the advertising campaign in which

used your data (article 83.2.b, RGPD).

- The close link between the activity of the respondent and the processing of data

of a personal nature (article 83.2.k, RGPD in relation to 76.2.b, of the

LOPDGDD)

As mitigating factors:

- That it only appears, in view of the evidence available, as

affected by the infringing conduct the claimant (article 83.2.a)

- The measures that the defendant adopted to alleviate the damages suffered

by the claimant (article 83.2.c). In this regard, it is appreciated that previously

upon receipt of the request for information from this Agency, and knowing the

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irregular situation through MEDISALUD, the respondent proceeded to eliminate the data of the claimant from their files, as contained in the letter dated 7 March 2019 indicating referred to your client.

Therefore, based on the foregoing,

By the Director of the Spanish Data Protection Agency,

HE REMEMBERS:

1.

INITIATE PUNISHMENT PROCEDURE against JOKER PREMIUM INVEX, S.L., with NIF B87743902, for the alleged infringement of article 6.1 of the RGD typified in article 83.5.a) of the aforementioned Regulation (EU) 2016/679.

2. APPOINT B.B.B. and, as secretary, to C.C.C., indicating that any of them may be challenged, as the case may be, in accordance with established in articles 23 and 24 of Law 40/2015, of October 1, of Legal Regime of the Public Sector (LRJSP).

3.

INCORPORATE to the disciplinary file, for purposes of evidence, the claim filed by the claimant and his documentation, the documents obtained and generated by the Subdirector General for Data Inspection as consequence of the transfer carried out and during the previous actions of practiced research; as well as the report of previous actions of Inspection.

4. THAT, for the purposes provided in art. 64.2 b) of Law 39/2015, of 1 October, of the Common Administrative Procedure of the Administrations Public, (hereinafter, LPACAP) the sanction that could correspond would be of 10,000 euros (Ten thousand euros), without prejudice to what results from the instruction.

5. NOTIFY this agreement to JOKER PREMIUM INVEX, S.L., with NIF

B87743902, granting a hearing period of ten business days for

formulate the allegations and present the evidence that it deems appropriate.

In your brief of allegations you must provide your NIF and the number of

procedure at the top of this document.

If within the stipulated period it does not make allegations to this initial agreement, the same

may be considered a resolution proposal, as established in article

64.2.f) of Law 39/2015, of the LPACAP.

In accordance with the provisions of article 85.1 of the LPACAP, in the event that the

sanction to be imposed was a fine, it may recognize its responsibility within the

term granted for the formulation of allegations to this initial agreement; it

which will entail a reduction of 20% of the sanction to be imposed in

the present procedure. With the application of this reduction, the sanction would be

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established at 8,000 euros, resolving the procedure with the imposition of this

sanction.

Similarly, you may, at any time prior to the resolution of this

procedure, carry out the voluntary payment of the proposed sanction,

in accordance with the provisions of article 85.2 of the LPACAP, which will mean the

reduction of 20% of its amount. With the application of this reduction, the sanction

would be established at 8,000 euros and its payment will imply the termination of the

process.

The reduction for the voluntary payment of the penalty is cumulative with the corresponding apply for the acknowledgment of responsibility, provided that this acknowledgment of the responsibility is revealed within the period granted to formulate arguments at the opening of the procedure. The voluntary payment of the referred amount in the previous paragraph may be done at any time prior to the resolution. In this case, if it were appropriate to apply both reductions, the amount of the penalty would be set at 6,000 euros.

In any case, the effectiveness of any of the two reductions mentioned will be conditioned to the abandonment or renunciation of any action or resource in via administrative against the sanction.

In case you chose to proceed to the voluntary payment of any of the amounts indicated above (8,000 euros or 6,000 euros), you must make it effective by depositing it in account number ES00 0000 0000 0000 0000 opened in the name of the Spanish Data Protection Agency at Banco CAIXABANK, S.A., indicating in the concept the reference number of the procedure that appears in the heading of this document and the reason for the reduction of the amount to which welcomes

Likewise, you must send proof of payment to the General Subdirectorate of Inspection to proceed with the procedure in accordance with the quantity entered.

The procedure will have a maximum duration of nine months from the date of the start-up agreement or, where appropriate, of the draft start-up agreement.

Once this period has elapsed, it will expire and, consequently, the file of performances; in accordance with the provisions of article 64 of the LOPDGDD.

Finally, it is pointed out that in accordance with the provisions of article 112.1 of the LPACAP,

There is no administrative appeal against this act.

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: On October 29, 2019, the respondent has proceeded to pay the

SECOND

sanction in the amount of 6000 euros making use of the two reductions provided for in the Start Agreement transcribed above, which implies the recognition of the responsibility.

THIRD: The payment made, within the period granted to formulate allegations to the opening of the procedure, entails the waiver of any action or resource in via administrative action against the sanction and acknowledgment of responsibility in relation to the facts referred to in the Initiation Agreement.

FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of control, and as established in art. 47 of the Organic Law 3/2018, of 5 December, of Protection of Personal Data and guarantee of digital rights (in hereinafter LOPDGDD), the Director of the Spanish Agency for Data Protection is competent to sanction the infractions that are committed against said Regulation; infractions of article 48 of Law 9/2014, of May 9, General Telecommunications (hereinafter LGT), in accordance with the provisions of the

article 84.3 of the LGT, and the infractions typified in articles 38.3 c), d) and i) and 38.4 d), g) and h) of Law 34/2002, of July 11, on services of the society of the information and electronic commerce (hereinafter LSSI), as provided in article 43.1 of said Law.

II

Article 85 of Law 39/2015, of October 1, on Administrative Procedure Common to Public Administrations (hereinafter, LPACAP), under the rubric "Termination in sanctioning procedures" provides the following:

"1. A sanctioning procedure has been initiated, if the offender acknowledges his responsibility, the procedure may be resolved with the imposition of the sanction to proceed.

2. When the sanction is solely pecuniary in nature or fits impose a pecuniary sanction and another of a non-pecuniary nature but it has been justified the inadmissibility of the second, the voluntary payment by the alleged perpetrator, in any time prior to the resolution, will imply the termination of the procedure, except in relation to the replacement of the altered situation or the determination of the compensation for damages caused by the commission of the infringement.

3. In both cases, when the sanction is solely pecuniary in nature, the competent body to resolve the procedure will apply reductions of, at least 20% of the amount of the proposed sanction, these being cumulative

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each. The aforementioned reductions must be determined in the notification of

initiation of the procedure and its effectiveness will be conditioned to the withdrawal or

Waiver of any administrative action or recourse against the sanction.

The reduction percentage provided for in this section may be increased
regulations.

According to what was stated,

the Director of the Spanish Data Protection Agency RESOLVES:

FIRST: TO DECLARE the termination of procedure PS/00291/2019, of
in accordance with the provisions of article 85 of the LPACAP.

SECOND: NOTIFY this resolution to JOKER PREMIUM INVEX, S.L..

In accordance with the provisions of article 50 of the LOPDGDD, this

Resolution will be made public once it has been notified to the interested parties.

Against this resolution, which puts an end to the administrative procedure as prescribed by

the art. 114.1.c) of Law 39/2015, of October 1, on Administrative Procedure

Common of the Public Administrations, the interested parties may file an appeal

contentious-administrative before the Contentious-administrative Chamber of the

National Court, in accordance with the provisions of article 25 and section 5 of

the fourth additional provision of Law 29/1998, of July 13, regulating the

Contentious-Administrative Jurisdiction, within a period of two months from the

day following the notification of this act, as provided in article 46.1 of the

aforementioned Law.

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