

Terms & Conditions, Privacy Policy & Cookies, & Review Policy

CONTENTS

[8\) Invite To Review: Data Processing Terms](#)

7) Prize Draws

1. Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.
2. Employees or agencies of UVC Personnel ("TG") or their family members, or anyone else connected with the Prize Draw are not eligible to win.
3. The prize draw (the "Prize Draw") is open to people aged 18 and over and resident in the UK who provide their email address.
4. To enter the Prize Draw you must complete the uvcpersonnel.net survey and submit your email address. No purchase is necessary.
5. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
6. TG accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by TG.
7. The closing date of the Prize Draw is stated at the end of the promotion. Entries received after this time will not be considered.
8. One winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random process and will take place one working day after the closing date.
9. The winner will receive a prize stated on the promotion.
10. The winner will be notified by email within 5 working days of the closing date and must provide a postal address to claim their prize. If a winner does not respond to TG within 14 days of being notified, then the winner's prize will be forfeited and TG shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and UVC Personnel shall be entitled to select another winner.
11. TG will contact the winner of the prize to arrange the most efficient distribution method.
12. After the draw takes place, the name and town/city/county of the winner may be announced on any or all of the following: uvcpersonnel.net social media, the uvcpersonnel.net newsletter, the uvcpersonnel.net website.

13. The prize is non-exchangeable, non-transferable, and is not redeemable for any other prizes.

14. TG retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.

15. TG reserves the right to withdraw this offer or amend these Terms and Conditions at any time without notice. In the event of any dispute regarding the Terms and Conditions, the conduct, results and any other matters relating to this prize draw, the decision of the Promoter shall be final and no correspondence or discussion shall be entered into.

8) INVITE TO REVIEW: DATA PROCESSING TERMS

1. Definitions

1.1. In this section; Invite to Review: Data Processing Terms; the following terms shall have the meanings given to them below:

“Data Processing Details” means the details listed in the table at the end of this section;

“Data Protection Legislation” means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the Processing of Personal Data including, without limitation, the UK Data Protection Act 1998 and any regulations, instruments or codes of practice issued pursuant to that Act, Directive 95/46/EC of the European Parliament and of the Council of October 24 1995 and any successor legislation replacing, repealing or amending those laws, including (with effect from 25 May 2018) the GDPR;

“Effective Date” means the date of your Order

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Order” means your order for the Services;

“our Personnel” means our employees and individual sub-contractors;

“Services” means the services and/or solutions to be provided to you under the Order; and

“your Personal Data” means Personal Data which is Processed on behalf of you as described in further detail in the Data Processing Details;

1.2. **“Controller”**, **“Data Subjects”**, **“Personal Data”**, **“Processor”** and **“Processing/Process”** shall have the meanings given to them in the Data Protection Legislation applicable from time to time.

2. Processing

2.1. The subject matter, nature and purpose and duration of the Processing of your Personal Data under the Order is set out in the Data Processing Details.

2.2. You are a Controller and we are a Processor of your Personal Data.

2.3. You instruct us to Process your Personal Data as required to perform the Services in accordance with the Order.

3. Your obligations in relation to Processing of your Personal Data

3.1. You shall comply with all your obligations as a Controller under the Data Protection Legislation in respect of your Personal Data.

3.2. Without prejudice to the generality of Section 3.1, you shall ensure that the Processing of your Personal Data by us in accordance with the Agreement is lawful for the purposes of the Data Protection Legislation.

4. Our obligations in relation to Processing of your Personal Data

4.1. We shall:

4.1.1. Process your Personal Data only pursuant to and in accordance with written instructions from you, which are set out in Clause 2.3 above;

4.1.2. Process your Personal Data only as necessary for the purposes of performing the Services in accordance with the Order;

4.1.3. Process your Personal Data in compliance with all its obligations as a Processor under applicable Data Protection Legislation;

4.2. We shall not transfer any your Personal Data to any place outside the European Economic Area unless and until the following conditions are fulfilled:

4.2.1. we take all steps necessary to ensure that at least one of the conditions required by the Data Protection Laws for transfers of personal data outside the European Economic Area (a “**transfer mechanism**”) is complied with in respect of such transfer; and

4.2.2. we provide you with written evidence of such transfer mechanism(s) upon request;

4.3. We shall:

4.3.1. ensure that access to your Personal Data is limited to our Personnel who have a reasonable need to access your Personal Data to enable us to perform our obligations under the Order and is limited to such part or parts of your Personal Data as are strictly necessary;

4.3.2. take reasonable steps to ensure the reliability of any of our Personnel who have access to your Personal Data including without limitation ensuring that all our relevant Personnel are informed of the confidential nature of your Personal Data and agree to treat it as confidential information, have undertaken training in the laws relating to handling Personal Data, and are aware of our duties in respect of your Personal Data;

4.3.3. have in place appropriate security measures (both technical and organisational) which comply with the security requirements of the Data Protection Legislation applicable from time to time;

4.3.4. not engage any third party to process your Personal Data without your prior specific or general written authorisation. Any third party providers listed in the Data Processing Details shall be deemed to have been authorised by you. You also now

generally authorises us to engage third parties to process your Personal Data in connection with the Services; in the case of a general written authorisation, we shall inform you at least 14 days in advance of any intended changes concerning the addition or replacement of any third party subcontractor, and if you object to any such changes before their implementation, then the parties will discuss the objection and attempt to agree a mutually acceptable resolution in good faith;

4.3.5. ensure that where we engage a subcontractor to Process any of your Personal Data, this will be subject to a written agreement between us and the sub-contractor that imposes equivalent obligations on the sub-contractor as are imposed on us under this Addendum;

4.3.6. assist you in responding to requests from Data Subjects relating to the exercise of their rights under Data Protection Legislation in relation to your Personal Data;

4.3.7. provide you with any relevant information necessary to enable you to comply with your obligations under Data Protection Legislation in relation to security, breach notification, data protection impact assessments and prior consultation in relation to your Personal Data. We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to Clauses 4.3.6 and 4.3.7.

4.4. We shall notify you as soon as practicable:

4.4.1. of any accidental or unlawful loss, alteration, destruction, unauthorised disclosure of, or access to, any of your Personal Data, in which case we shall provide you with any relevant information available to us in order to assist you with its obligations under Data Protection Legislation in relation to the security breach;

4.4.2. if we receive any complaint or regulatory notice which relates to the Processing of any of your Personal Data;

4.4.3. if we receive any request from a Data Subject relating to their rights under the Data Protection Legislation in respect of your Personal Data relating to them; or

4.4.4. if we consider that an instruction from you infringes applicable Data Protection Legislation.

4.5. Upon termination or expiry of the Order, or at the point at which we cease to perform the Services for you, we shall delete and/or return any your Personal Data stored within our systems or otherwise in our possession in accordance the procedure set out in the Order or if none is stated there then as opted for by you.

4.6. Notwithstanding anything else in this Section 8, we may Process your Personal Data otherwise than in accordance with your instructions if and to the extent that it is required, by any applicable law to which we are subject, to Process your Personal Data otherwise than in accordance with your instructions, provided that we inform you of that legal requirement before carrying out such Processing unless prohibited by that law from doing so.

4.7. We shall make available to you all information necessary to demonstrate our compliance with our obligations under this Section 8, which may (without limitation) be done by making such information available via our website. We shall permit you or a third party auditor appointed by you to carry out audits of our systems and processes for the purpose of verifying our compliance with our obligations under this Section 8, and to contribute to such audits, provided that:

- 4.7.1. you give reasonable written notice of any audit to us;
- 4.7.2. any audit takes place within our normal working hours;
- 4.7.3. audits take place no more than once a year;
- 4.7.4. all personnel who carry out the audit sign appropriate confidentiality agreements;
- 4.7.5. you pay any of our reasonable costs incurred in connection with an audit, unless the audit reveals that we are in breach of its obligations under this Section 8; and
- 4.7.6. the personnel shall have no right to direct, and we shall have no obligation to carry out, any act in pursuance of an audit which would be a breach of Data Protection Legislation.

5. Limitations of liability

- 5.1. We shall have no liability to you for any losses or damages arising as a result of:
 - 5.1.1. you failing to comply with your obligations under this Section 8;
 - 5.1.2. your breach of Data Protection Legislation; and
 - 5.1.3. us complying with any instruction given by you in relation to the Processing of your Personal Data.

6. Changes in Data Protection Legislation

6.1. If any changes or prospective changes to the Data Protection Legislation or the United Kingdom's exit from the European Union or European Economic Area result or will result in one or both Parties not complying with the Data Protection Legislation in relation to Processing of your Personal Data carried out under the Order, then the Parties shall use their best endeavours promptly to agree such variations to this Addendum and/or the Order as may be necessary to remedy such non-compliance.

Data Processing Details

Subject matter of Processing: your Personal Data is Processed by us in connection with providing the Services to you pursuant to the Order.

Nature of Processing: The Processing of your Personal Data will be a substantial, necessary and integral part of the performance of the Services.

Purpose of Processing: Provision of the Services.

Duration of Processing: The Processing will take place during the term of the Order.

Categories of Data Subjects: Service Users and their Family/Friends.

Types of Personal Data that may be Processed: The types of Personal Data may include name, contact details (including phone number and email), IP address and other online identifiers and connection to the provider.

Approved sub-Processors: Please refer to the Privacy Policy.

9) INVITE TO REVIEW: DATA PROCESSING TERMS

1. Definitions

1.1. In this Section 9 the following terms shall have the meanings given to them below:

“Data Processing Details” means the details listed in the table at the end of this section;

“Data Protection Legislation” means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the Processing of Personal Data including, without limitation, the UK Data Protection Act 1998 and any regulations, instruments or codes of practice issued pursuant to that Act, Directive 95/46/EC of the European Parliament and of the Council of October 24 1995 and any successor legislation replacing, repealing or amending those laws, including the GDPR;

“Effective Date” means the date of your Order

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Order” means your order for the Services;

“our Personnel” means our employees and individual sub-contractors;

“Services” means the Invite to Review service to be provided to you under the Order; and

“you” or “your” means the entity placing the Order; and

“your Personal Data” means Personal Data which is Processed on behalf of you as described in further detail in the Data Processing Details;

1.2. **“Controller”**, **“Data Subjects”**, **“Personal Data”**, **“Processor”** and **“Processing/Process”** shall have the meanings given to them in the Data Protection Legislation applicable from time to time.

2. Processing

2.1. The subject matter, nature and purpose and duration of the Processing of your Personal Data under the Order is set out in the Data Processing Details.

2.2. You are a Controller and we are a Processor of your Personal Data.

2.3. You instruct us to Process your Personal Data as required to perform the Services in accordance with the Order.

3. Your obligations in relation to Processing of your Personal Data

3.1. You shall comply with all your obligations as a Controller under the Data Protection Legislation in respect of your Personal Data.

3.2. Without prejudice to the generality of Section 3.1, you shall ensure that the Processing of your Personal Data by us in accordance with the Agreement is lawful for the purposes of the Data Protection Legislation.

4. Our obligations in relation to Processing of your Personal Data

4.1. We shall:

4.1.1. Process your Personal Data only pursuant to and in accordance with written instructions from you, which are set out in Clause 2.3 above;

4.1.2. Process your Personal Data only as necessary for the purposes of performing the Services in accordance with the Order;

4.1.3. Process your Personal Data in compliance with all its obligations as a Processor under applicable Data Protection Legislation;

4.2. We shall not transfer any your Personal Data to any place outside the European Economic Area unless and until the following conditions are fulfilled:

4.2.1. we take all steps necessary to ensure that at least one of the conditions required by the Data Protection Laws for transfers of personal data outside the European Economic Area (a “**transfer mechanism**”) is complied with in respect of such transfer; and

4.2.2. we provide you with written evidence of such transfer mechanism(s) upon request;

4.3. We shall:

4.3.1. ensure that access to your Personal Data is limited to our Personnel who have a reasonable need to access your Personal Data to enable us to perform our obligations under the Order and is limited to such part or parts of your Personal Data as are strictly necessary;

4.3.2. take reasonable steps to ensure the reliability of any of our Personnel who have access to your Personal Data including without limitation ensuring that all our relevant Personnel are informed of the confidential nature of your Personal Data and agree to treat it as confidential information, have undertaken training in the laws relating to handling Personal Data, and are aware of our duties in respect of your Personal Data;

4.3.3. have in place appropriate security measures (both technical and organisational) which comply with the security requirements of the Data Protection Legislation applicable from time to time;

4.3.4. not engage any third party to process your Personal Data without your prior specific or general written authorisation. Any third party providers listed in the Data Processing Details shall be deemed to have been authorised by you. You also now generally authorises us to engage third parties to process your Personal Data in connection with the Services; in the case of a general written authorisation, we shall inform you at least 14 days in advance of any intended changes concerning the addition or replacement of any third party subcontractor, and if you object to any such changes before their implementation, then the parties will discuss the objection and attempt to agree a mutually acceptable resolution in good faith;

4.3.5. ensure that where we engage a subcontractor to Process any of your Personal Data, this will be subject to a written agreement between us and the sub-contractor that imposes equivalent obligations on the sub-contractor as are imposed on us under this Addendum;

4.3.6. assist you in responding to requests from Data Subjects relating to the exercise of their rights under Data Protection Legislation in relation to your Personal Data;

4.3.7. provide you with any relevant information necessary to enable you to comply with your obligations under Data Protection Legislation in relation to security, breach notification, data protection impact assessments and prior consultation in relation to your Personal Data. We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to Clauses 4.3.6 and 4.3.7.

4.4. We shall notify you as soon as practicable:

4.4.1. of any accidental or unlawful loss, alteration, destruction, unauthorised disclosure of, or access to, any of your Personal Data, in which case we shall provide you with any relevant information available to us in order to assist you with its obligations under Data Protection Legislation in relation to the security breach;

4.4.2. if we receive any complaint or regulatory notice which relates to the Processing of any of your Personal Data;

4.4.3. if we receive any request from a Data Subject relating to their rights under the Data Protection Legislation in respect of your Personal Data relating to them; or

4.4.4. if we consider that an instruction from you infringes applicable Data Protection Legislation.

4.5. Upon termination or expiry of the Order, or at the point at which we cease to perform the Services for you, we shall delete and/or return any your Personal Data stored within our systems or otherwise in our possession in accordance with the retention and deletion procedure detailed in the Data Processing Details.

4.6. Notwithstanding anything else in this Section, we may Process your Personal Data otherwise than in accordance with your instructions if and to the extent that it is required, by any applicable law to which we are subject, to Process your Personal Data otherwise than in accordance with your instructions, provided that we inform you of that legal requirement before carrying out such Processing unless prohibited by that law from doing so.

4.7. We shall make available to you all information necessary to demonstrate our compliance with our obligations under this Section, which may (without limitation) be done by making such information available via our website. We shall permit you or a third party auditor appointed by you to carry out audits of our systems and processes for the purpose of verifying our compliance with our obligations under this Section, and to contribute to such audits, provided that:

4.7.1. you give reasonable written notice of any audit to us;

4.7.2. any audit takes place within our normal working hours;

4.7.3. audits take place no more than once a year;

4.7.4. all personnel who carry out the audit sign appropriate confidentiality agreements;

4.7.5. you pay any of our reasonable costs incurred in connection with an audit, unless the audit reveals that we are in breach of its obligations under this Section; and

4.7.6. the personnel shall have no right to direct, and we shall have no obligation to carry out, any act in pursuance of an audit which would be a breach of Data Protection Legislation.

5. Limitations of liability

5.1. We shall have no liability to you for any losses or damages arising as a result of:

5.1.1. you failing to comply with your obligations under this Section;

5.1.2. your breach of Data Protection Legislation; and

5.1.3. us complying with any instruction given by you in relation to the Processing of your Personal Data.

6. Changes in Data Protection Legislation

6.1. If any changes or prospective changes to the Data Protection Legislation or the United Kingdom's exit from the European Union or European Economic Area result or will result in one or both Parties not complying with the Data Protection Legislation in relation to Processing of your Personal Data carried out under the Order, then the Parties shall use their best endeavours promptly to agree such variations to this Addendum and/or the Order as may be necessary to remedy such non-compliance.

DATA PROCESSING DETAILS

Subject matter of Processing: your Personal Data is Processed by us in connection with providing the Services to you pursuant to the Order.

Nature of Processing: The Processing of your Personal Data will be a substantial, necessary and integral part of the performance of the Services.

Purpose of Processing: Provision of the Services.

Duration of Processing: The Processing will take place during the term of the Order.

Categories of Data Subjects: Clients/Service Users and their Family/Friends.

Types of Personal Data that may be Processed: The types of Personal Data may include name, contact details (including phone number and email), IP address and other online identifiers and connection to the provider.

Approved sub-Processors: We use the following organisations as third party sub-processors: Microsoft Azure (server hosting), BackupVault (database back up) and AuthSMTP (email provider).

Retention & Deletion Process:

- We will retain the email address for 12 months from date of sending email so that as part of the service we can report on where a review has been made and also prevent the people being emailed more than once in a 3 month period

- If an email that has been uploaded is not used after 2 days, we will automatically delete the email

- After 12 months from date of sending an email, we delete the email address, unless the email address has an opt out. We will keep this suppression list for 6 years from date of opt out to prevent a further email being sent

- You can request for an email address to be deleted at any time

- If we receive a request for erasure, we will opt them out of the email and inform the person that they need to make the request for erasure to you as you are the data

controller. It is your obligation to ensure that you do not provide us with their details again