



# Privacy Notice

This document explains when and why we collect personal information in relation to you, how we use it, the conditions in which we may disclose it to others and how we keep it secure.

Any questions you may have in respect of the manner in which we process personal information in relation to you, should be sent in writing at any location of our territorial units, by email at [office@heidi-chocolate.com](mailto:office@heidi-chocolate.com) or by post at B-dul Biruintei 125-127, 077145 Pantelimon, Ilfov, Romania. Alternatively, you may telephone us at +40212006999.

## **Processing of your personal data is based on specific purposes**

Only if consented by you, we are processing personal information for specific purposes: processing related to marketing campaigns.

Also, based on our obligation to fulfil a legal obligation or to execute a contract with you, we may process your personal data in order to solve a complaint or for the purpose of scheduling meetings or visits with us.

In addition, processing of your personal data may be done by us in light of specific legitimate interests such as:

- preventing, detecting and investigating crime, analysing and managing commercial risks,
- in connection with any claims, actions or proceedings, and/or protecting and enforcing our contractual and legal rights and obligations;
- assisting in law enforcement and investigations by relevant authorities,
- managing and preparing reports for internal purposes, requesting feedback or participation in surveys, as well as conducting research and/or analysis for statistical, or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services.

Subject to the provisions of any applicable law, your personal information may be provided to the following entities or parties, whether they are located in Romania or within the European Economic Area: public authorities, legal consultants, technical consultants or other group companies.

## **Your rights under data protection laws**

Your rights concerning your personal information are the following:

- the right to request a copy of your personal data which the Company holds about you;
- the right to request that the Company corrects any personal data if it is found to be inaccurate or out of date;
- the right to request your personal data is erased where it is no longer necessary the Company to retain such data;
- if processing is based on consent or automated decision mechanisms, the right to request that the Company to provide the data subject with the personal data obtained directly from him/her and where possible, to transmit that data directly to another data controller (known as the right to data portability),
- the right to withdraw your consent to the processing at any time,
- the right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- if processing is based on legitimate interests, the right to object to the processing of personal data, (where applicable),
- the right to lodge a complaint with the supervisory authority (National Authority for the Supervision and Protection of Personal Data).



### **Transfer of personal data outside EU/EEA**

Unless otherwise requested by law, we will not transfer your personal data outside the European Economic Area. Specific safeguards will be put in place for such transfer and you will be notified accordingly.

### **Data retention**

We will retain your personal information for the time needed to comply with the legal obligations imposed to us by industry regulation (i.e. 5 years in case we are needed to document a fiscal operation or 3 years in case there are grounds for us to defend against a claim/ legal action).

### **Data security**

The Company will take reasonable efforts to protect your personal information in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

### **Other terms and conditions relevant for accessing this website**

1. By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

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5. Links

Heidi Chocolat S.A. has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Heidi Chocolat S.A. of the site. Use of any such linked web site is at the user's own risk.

6. Site Terms of Use Modifications

Heidi Chocolat S.A. may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

7. Governing Law

Any claim relating to Heidi Chocolat S.A.'s web site shall be governed by the laws of the State of Romania.