

Rathfinny Wine Estate

Terms and Conditions for data collected by Rathfinny Wine Estate (Rathfinny or “we” or “us”) for the purposes of marketing communications under the General Data Protection Regulation (GDPR).

Introduction

GDPR is new data protection legislation providing data subjects (individuals whom receive marketing communications from us) with enforceable rights against Rathfinny as processors of their personal data. Only data that we have deemed relevant to process will be collected and it will be processed and stored accurately, fairly, lawfully and transparently. The GDPR implementation date is 25th May 2018.

1.0 General

1.1 Glossary:

“Data Subjects” are the identified or identifiable persons to whom personal data relates.

“Data Controllers” determine the purpose and means of the processing of personal details.

“Data Processors” process data on behalf of data controllers, so long as the relevant security measures and contracts are in place for data processors to do so. These may be third parties external to Rathfinny Wine Estate.

“Personal Data” includes personal details such as name, address, family, education, medical, employment, financial and contractual details.

“Sensitive Personal Data” includes racial or ethnic origin, political opinions, religious beliefs, health or offences committed or alleged to have been committed by the data subject.

“Opt-In”

“Unsubscribe”

“Channels”

- 1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.
- 1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.
- 1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2.0 Mailing Lists Data Subjects

2.1 Our mailing lists include:

- 2.1.1 Blog – weekly update
- 2.1.2 Newsletter – quarterly update
- 2.1.3 Estate Dining – ad hoc per new dates released
- 2.1.4 Harvest Work – two/three updates throughout the year

- 2.2 All consent for data subjects to receive marketing communications from us via our mailing lists must have been granted with data subjects ‘opting-in’. We will never assume that a data subject wants to receive communications via any other mailing list other than the one they have opted-in to receive. If a data subject wants to receive communications from multiple mailing lists then they must opt-in to each mailing list separately.
- 2.3 Any data subjects that have been subscribed to mailing lists before the GDPR implementation date (25th May 2018) will receive an email asking if they wish to continue receiving communications. If data subjects do not respond but we have recorded evidence of prior consent we may keep them on the mailing list and continue sending them communications.
- 2.4 Once a data subject has opted-in to receiving communications from Rathfinny they will always have the opportunity to unsubscribe from the mailing lists. This can either be done via the link at the bottom of any email communications we have sent out via our mailing list or emails sent from info@rathfinnyestate.com. If a data subject has unsubscribed then they will be deleted permanently (unless they opt-in again) and will receive no further communications from us via that channel. If a data subject wishes to unsubscribe from more than one mailing list they must do so separately.
- 2.5 All personal details we hold must be accurate and up-to-date. Therefore data subjects will always have the opportunity to edit their personal details or change their preferences. This can either be done via the link at the bottom of any email communications we have sent out via our mailing list or emails sent from info@rathfinnyestate.com. This is always the responsibility of the data subject and Rathfinny will not be liable for sending information to incorrect details if the data subject has not edited their personal information if this has changed.
- 2.6 In order for Rathfinny not to hold personal details on mailing lists for longer than is required we may send out an email asking data subjects if they still wish to be subscribed to the mailing list. If we do not receive a response we will not assume that this means they wish to continue with their subscription and we may remove them. This will be clear and transparent and Rathfinny will not be liable for removing any data subjects whom may wish to continue receiving communication but have not responded with their continued consent.
- 2.7 Data subjects have the right to:

- 2.7.1 Be provided with information where personal data has been collected directly from the data subject or indirectly from a third party.
- 2.7.2 Access their personal data held by the data controller (Rathfinny) without constraint at reasonable intervals and without excessive delay or expense.
- 2.7.3 Have data which is not being processed in accordance with GDPR corrected, erased or blocked.
- 2.7.4 Object to the processing of data. If this is the case then Rathfinny will remove that data subject from the relevant communications.
- 2.8 Use of third parties:
 - 2.8.1 Rathfinny use third parties to process the data collected on data subjects...

3.0 Security Breaches

- 3.1 If a data subject's personal data has been breached then Rathfinny will determine the severity of the breach. The severity will either be:
 - 3.1.1 High-risk – e.g. loss of customer details whereby the breach leaves individuals open to identity theft.
 - 3.1.2 Low-risk – e.g. loss or inappropriate alteration of a telephone list.
 - 3.1.3 No-risk – e.g. no identifiable information has been breached.
- 3.2 If the breach is deemed high-risk, the data subject will be notified directly within 24 hours of Rathfinny becoming aware of the breach or with undue delay if sufficiently serious. The relevant supervisory authority will be notified within 72 hours of becoming aware of the breach.
- 3.3 If the breach is deemed low-risk, the data subject will be notified within 72 hours of Rathfinny becoming aware of the breach. The relevant supervisory authority will be notified within 24 hours of becoming aware of the breach.
- 3.4 If the breach is deemed no-risk, there is no need to notify the data subject or supervisory authority unless the severity of the breach changes.

4.0 Your responsibilities

- 4.1 You shall be responsible for updating personal details which may have changed to ensure we hold accurate data.
- 4.2 If Rathfinny have not identified or been made aware by any third parties of a security breach but you think your personal data may have been breached through Rathfinny, you must inform us in order for us to carry out the relevant investigations.

5.0 Liability

- 5.1 Rathfinny will ensure that the communications you receive from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.
- 5.2 Where an element of our communications with you is not provided to the standard stated in clause 2.0 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with clause 2.0 you shall be entitled to notify us of the breach and the relevant supervisory authority (ICO).

6.0 Written communication

- 6.1 When using our website you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By opting into this mailing list you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

7.0 Governing Law and Jurisdiction

- 7.1 The Contact is subject to English law and the exclusive jurisdiction of the English Courts.

8.0 Severability

- 8.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

9.0 Changing these Terms and Conditions

- 9.1 We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you opt-in to receive any communications from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your subscription to a mailing list or other forms of communication has been successful.

Terms and conditions last updated March 2018