**INFORMATION PROTECTION POLICY**

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1. **INTRODUCTION**

The Business recognises that it has to process the Personal Information of its employees, potential clients, clients and third parties in a manner which complies with legislation, including the Protection of Personal Information Act.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

2.1.1 In this Policy, unless clearly inconsistent with or otherwise indicated by the context –

2.1.1.1 "**Business**" means Dominique de la Croix trading as Integrated Marketing;

2.1.1.2 "**Data Subject**" means the person or persons, whether juristic or natural, to whom or to which Personal Information relates and "**Data Subjects**" has the corresponding meaning;

2.1.1.3 "**Designated Employee**" mean a natural person employed by the Business to Process the Personal Information of Data Subjects at the Business's direction or on its behalf and "**Designated Employees**" has the corresponding meaning;

2.1.1.4 "**Electronic Communications and Transactions Act**" means the Electronic Communications and Transactions Act, No. 25 of 2002, as amended from time to time;

2.1.1.5 "**Information Protection Officer**" means the person appointed as such by the Business, being the person listed as such in this Policy;

2.1.1.6 "**Processing**" means the operation or activity with or manipulation of or set of operations, whether by automated means or not, concerning Personal Information, including but not limited to -

2.1.1.6.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of Personal Information;

2.1.1.6.2 the dissemination of Personal Information by means of transmission, distribution or making available in any form; or

2.1.1.6.3 merging, linking, as well as restriction or destruction of Personal Information.

2.1.1.7 "**Protection of Personal Information Act** " means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;

2.1.1.8 "**Personal Information**" means information relating to an identifiable, living natural person and, where it is applicable, information relating to an identifiable juristic person, including –

2.1.1.8.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, sexual orientation, age, physical or mental health, wellbeing, disability, religion, belief, culture, language and place of birth of the person;

2.1.1.8.2 information relating to the education or the medical, financial, criminal or employment history of the person;

2.1.1.8.3 an identifying number, symbol, e-mail address, telephone number, location, online identifier or other particular assignment to or of the person;

2.1.1.8.4 the biometric information of the person;

2.1.1.8.5 the personal opinions, views or preferences of the person or the views or opinions of another individual about the person;

2.1.1.8.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal contents of the original correspondence; and

2.1.1.8.7 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

2.1.1.9 "**Policy**" means this information protection policy, as amended from time to time, including the appendices attached hereto;

2.1.1.10 "**Record**" means recorded information –

2.1.1.10.1 regardless of the form or medium, including the following –

2.1.1.10.1.1 any written material;

2.1.1.10.1.2 information produced, recorded or stored by means of a tape-recorder, computer equipment (whether through hardware or software or both) or other devices, and any material subsequently derived from information so produced, recorded or stored;

2.1.1.10.1.3 the labelling, marking or other writing that identifies or describes anything of which it forms part of, or which it is attached to by any means;

2.1.1.10.1.4 any book, map, plan, graph or drawing; or

2.1.1.10.1.5 photograph, film, negative, tape of other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

2.1.1.10.2 in the possession or under the control of a Responsible Party;

2.1.1.10.3 whether or not it was created by a Responsible Party; and/or

2.1.1.10.4 regardless of when it came into existence.

2.1.1.11 "**Responsible Party**" means a public or private entity or any other person, which, either alone or in conjunction with others, has been contracted by the Business to determine the purpose of and means for Processing a Data Subject's Personal Information at the Business's direction or on its behalf.

2.2 **Interpretation**

2.2.1 Unless clearly inconsistent with or otherwise indicated by the context -

2.2.1.1 any reference to the singular includes the plural and *vice versa*;

2.2.1.2 any reference to natural persons includes legal persons and *vice versa*; and

2.2.1.3 any reference to a gender includes the other genders.

2.3 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.

## 3. APPLICABLE LAW AND SEVERABILITY

The laws of the Republic of South Africa apply to this Policy. If any provision of this Policy is deemed illegal, void or unenforceable due to applicable law or order of a court of competent jurisdiction, then that provision shall be deemed to have been deleted and the remaining provisions of this Policy will continue in full force and effect.

## 4. SCOPE AND APPLICATION

This Policy applies to all Personal Information Processed by the Business or its Designated Employee(s) or a Responsible Party, including collection, receipt, recording, organisation, collation, storage, securing, updating or modification, retrieval, alteration, consultation or use or any other method of manipulation or distribution of Personal Information.

5. **DATA COLLECTION COMPLIANCE**

When collecting Personal Information from a Data Subject, a Responsible Party and/or Designated Employee must –

5.1 ensure that they obtain the informed consent of the Data Subject to Process the Personal Information of the concerned Data Subject, including, but not limited to, informing the Data Subject of the potential use of their Personal Information, where the Personal Information might be Processed and/or stored, as well as the notification procedures that will be used to inform the Data Subject of changes to the scope of the use of their Personal Information and/or any security breaches that might relate to their Personal Information; and

5.2 inform the Data Subject of the Data Subject's rights under the provisions of POPIA, including the Data Subject's right to –

5.2.1 object to the Processing of their Personal Information;

5.2.2 notification(s) if their Personal Information is being used for purposes other than what they consented to the Personal Informing being collected and used for;

5.2.3 establish whether the Responsible Party holds their Personal Information;

5.2.4 request that their Personal Information held by the Responsible Party be corrected or destroyed;

5.2.5 refuse the processing of their Personal Information for direct marketing purposes, such as unsolicited electronic communications;

5.2.6 lodge a complaint with the information regulator, as constituted in terms of POPIA and any regulations thereto, against the Responsible Party; and

5.2.7 institute civil proceedings against the Responsible Party.

6. **PROCESSING PERSONAL INFORMATION**

6.1 When Processing a Data Subject's Personal Information, a Responsible Party and/or Designated Employee must ensure that they abide by the following conditions for the lawful Processing of Personal Information, namely –

6.1.1 **Accountability**. The Responsible Party and/or Designated Employee must ensure that the conditions set out in POPIA are complied with at the time of the determination of the purpose and means of Processing as well as during Processing itself.

6.1.2 **Purpose Specification.** The Personal Information collected from the Data Subject must be collected for a specific purpose and the Data Subject must be made aware of this purpose;

6.1.3 **Processing Limitations**. The following Processing limitations apply, namely –

6.1.3.1 the Data Subject must consent to the Processing of their Personal Information;

6.1.3.2 only the minimal amount of Personal Information needed in order to complete the Processing purpose and/or its requirements should be obtained from the Data Subject;

6.1.3.3 the Data Subject must be informed of their rights as stipulated in this Policy and any other rights lawfully granted to the Data Subject;

6.1.3.4 all Personal Information must be collected directly from the Data Subject, except to the degree that the Data Subject consents otherwise; and

6.1.3.5 all Personal Information must be Processed in accordance with the law.

6.1.4 **Further Processing Limitation.** The renewed consent of the Data Subject must be obtained if the Personal Information of the Data Subject must be further Processed or if the Personal Information will be Processed for a further purpose and/or different purpose, unless the further Processing of the Data Subject's Personal Information is reasonably related to the same purpose it was initially collected for from the Data Subject;

6.1.5 **Information Quality.** Reasonable measures must be taken to ensure that the Personal Information collected from the Data Subject is complete, accurate, not misleading and is up to date. Employees are obliged to ensure that they provide the Business with complete, accurate, and up to date Personal Information;

6.1.6 **Openness.** The purpose of the collection of the Data Subject's Personal Information must be transparent. The Data Subject must be reasonably made aware of their rights (as stipulated in paragraph 0 of this Policy) and what measures the Data Subject can take to have their Personal Information adapted or deleted, if the Data Subject in question requests this of the Responsible Party of Designated Employee;

6.1.7 **Security Safeguards.** Personal Information collected from a Data Subject must be securely kept (in accordance with the requirements stipulated in paragraph 0 of this Policy). The integrity of all Personal Information must be maintained through all technical and organisational measures and/or Processes;

6.1.8 **Data Subject Participation.** The Data Subject has the right to request and to determine whether the Responsible Party and/or Business holds their Personal Information and a description of the Personal Information held by the Responsible Party or the Designated Employee.

## 7. ACCESS TO PERSONAL INFORMATION

7.1 Personal Information must be dealt with in the strictest confidence. No Personal Information may be disclosed by a Responsible Party or Designated Employee without the prior written authorisation of the Information Protection Officer.

a) **Requesting Personal Information:** The requester of information must comply with all the procedural requirements contained in the Act relating to the request for access to a record. In this regard:

i. The requester must use the prescribed form to make the request for access to a record. For ease of reference this prescribed form is attached (Annexure A) to this Policy.

ii. The requester must provide sufficient detail on the request form to enable the Information Officer to identify the record and the requester. The requester should also indicate which form of access is required. The requester should further also indicate if any other manner is to be used to inform the requester and state the necessary particulars to be so informed.

iii. The requester must identify the right that is sought to be exercised or to be protected and provide an explanation of why the requested record is required for the exercise or protection of that right.

iv. If a request is made on behalf of another person, the requester must then submit proof of the capacity in which the requester is making the request to the satisfaction of the head of the private body.

The Business will process the request within 30 days, unless the requester has stated special reasons which would satisfy the Information Officer that circumstances dictate that the above time period cannot be complied with.

b) The requester shall be informed whether access is granted or denied. If, in addition, the requester requires the reasons for the decision in any other manner, he/she must state the manner and the particulars so required.

c) Requests for information which are clearly frivolous or vexatious, or which involve an unreasonable diversion of resources will be refused.

8. **REQUEST FEES**

a) A requester who seeks access to a record containing Personal Information about him/herself (the requester) is not required to pay a request fee.

b) Every other requester, who is not a personal requester, must pay the prescribed request fee:

i. The Information Officer will notify the requester (other than a personal requester) to pay the prescribed fee (if any) before further processing the request.

ii. The fee that the requester is required to pay is R50. The requester may lodge an application to the court against the tender or payment of the request fee.

iii. After the Information Officer has made a decision on the request, the requester must be notified in the prescribed form.

iv. If the request is granted then a further access fee must be paid for the search, reproduction, preparation and for the time spent that has exceeded the prescribed hours to search and prepare the record for disclosure.

v. Records may be withheld until the access fee has been paid.

## 9. GROUNDS FOR REFUSAL OF A REQUEST FOR ACCESS TO INFORMATION

The Information Officer may refuse a request for information for the following reasons:

a) where the disclosure would amount to an unreasonable disclosure of Personal Information,

b) where the disclosure would amount to disclosure of the trade secrets of a third party,

c) where such information was supplied in confidence by a third party,

d) where the disclosure would breach the duty of confidence owed to a third party,

e) where the disclosure would endanger the life or physical safety of an individual,

f) if the disclosure is privileged under legal proceedings or research conducted by or on behalf of a third party,

g) where the disclosure would compromise the investigation where proceedings are pending; and

h) where the request is frivolous or vexatious.

## 10. STORAGE OF PERSONAL INFORMATION

### 10.1 HARD COPIES

All hard copies of Personal Information must be stored at the Business's offices. In as far as is practicable, hard copy documents are to be scanned into the Company, or an approved service provider's, internal information system and stored in accordance with paragraph 10.2.1 of this Policy. Any hard copies of the documentation must be stored in accordance with paragraph 10.1 of this Policy and must be retained for as long as the Personal Information therein is in use or, due to internal auditing requirements, for a period of five years from the date of the document's final Processing, unless otherwise agreed by the Data Subject at the date of the collection of the Data Subject's Personal Information.

10.2 **ELECTRONIC COPIES**

10.2.1 Personal Information, whether held by the Business or a Designated Employee or Responsible Party, must be stored in electronic form on the Company's or a Responsible Party's internal information system. Such internal information system must have reasonable technical and organisational measures to prevent:

10.2.1.1 loss of, damage to or unauthorised destruction of any Personal Information; and

10.2.1.2 the unlawful access to or processing of Personal Information.

In order to give effect to this, the Business or approved service provider must take reasonable measures to:

10.2.1.3 identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;

10.2.1.4 establish and maintain appropriate safeguards against the risks identified;

10.2.1.5 regularly verify that the safeguards are effectively implemented; and

10.2.1.6 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

10.2.2 Section 51 of the Electronic Communications Act requires that Personal Information and all documentation relating to its Processing is kept for a period of one year or for as long as such Personal Information is in use. For internal auditing requirements, this period is extended to five years from the date of the Personal Information's last Processing, unless otherwise agreed by the Data Subject at the date of the collection of such Personal Information or any subsequent date thereafter.

## 11. MAINTENANCE OF RECORDS OF PROCESSING

Responsible Parties and Designated Employees are responsible for the collection and maintenance of the records, documents and communications relating to Personal Information in accordance with this Policy.

## 12. DESTRUCTION OF PERSONAL INFORMATION

12.1 Personal Information must be destroyed or deleted after the termination of the retention period(s) outlined in this Policy.

12.2 The Responsible Party or Designated Employee is responsible for attending to the destruction or deletion of Personal Information or any related documentation held by it on a regular basis. Personal Information must be checked before its destruction or deletion to ascertain if the information may be destroyed or deleted and whether there are any important original documents that may be returned to the Data Subject at their own cost.

12.3 After completion of the process outlined in this Policy, the Responsible Party or Designated Employee must authorise the destruction or deletion of the Personal Information in writing. This authorisation must be retained by the Business for a period of five years from date of receipt of the authorisation.

## 13. THIRD PARTY SERVICE PROVIDERS

13.1 The Business may disclose a Data Subject's Personal Information to a third-party service provider or Responsible Party, whose services or products the Business elects to use. Before doing so, the Business undertakes to inform the relevant Data Subjects of the movement or transfer of their Personal Information to the third-party service provider or Responsible Party and the conditions and purpose of the Processing of the Data Subjects' Personal Information with that third-party service provider or Responsible Party.

13.2 The Business must have agreements in place with any third-party service provider and/or Responsible Party warranting that the third-party service provider and/or Responsible Party contractually agrees to comply with and be bound by the terms and conditions of this Policy. The Business must ensure that in these agreements the third-party and/or Responsible Party agrees to indemnify the Business from all claims, including claims for loss or damage (including consequential loss or damage) arising from the wilful misconduct or negligence or failure of the third-party and/or Responsible

Party's behalf to abide by the terms and conditions of this Policy and/or the provisions of Personal Information Protection Act.

13.3 The Business may also disclose a Data Subject's Personal Information to a third party where it has a duty or a right to disclose the information in terms of applicable legislation or where it may be deemed necessary in order to protect the Business's rights.

13.4 Designated Employees are responsible for ensuring that the Business abides by its obligations under this Policy.

## 14. NON-COMPLIANCE

14.1 If a Designated Employee or any other member of the Business is suspected of not abiding by the requirements outlined in this Policy or otherwise fails to comply with the terms and conditions of this Policy or any related process, then this person may be subject to an investigation and subsequent disciplinary, civil and/or criminal action.

14.2 Responsible Parties, Designated Employees and any other member of the Business are strictly liable (both directly and indirectly) for consequential loss or damage (whether pecuniary or not) to the Business's reputation or business interests or any other proprietary information or property held or owned by the Business as a result of their Processing, storage, management and security of Personal Information collected from Data Subjects on the Business's behalf or at its direction (whether as a consequence of negligent conduct or not) and may face civil and/or criminal action in this regard. The Company reserves all of its rights in this regard.

## 15. GENERAL

15.1 To ensure compliance with this Policy, periodic reviews will be conducted. These reviews may result in the modification, addition, or deletion of provision(s) of this Policy. Any such modifications, additions, or deletions shall be deemed to have immediate effect upon their approval by the Business's management.

15.2 This Policy revokes all previous Protection of Personal Information policies of this Business and is deemed to have effect from date of its signature.

15.3 Dominique de la Croix
Email: domos@photoworkshop.co.za
Tel: 084 251 3600

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Signed at..... on this the .....day of ..... 2021 by and on behalf of the Business.

Name:
Designation:

Signature: _____

**ANNEXURE A TO INFORMATION PROTECTION POLICY:**

PRESCRIBED FORM TO BE COMPLETED BY A REQUESTER

Request for access to record of a private body
Section 53(1) of the Promotion of Access to Information Act 2 of 2000

1. Particulars of entity from which information is sought:

_____
_____
_____
_____
_____

2. Particulars of person requesting access to the information:

Please include the e-mail/physical address/postal address and/or fax number to which the information must be sent to.

If you are making the request in any particular capacity, please provide proof of said capacity.

Full names and surname:

_____

Identity number:

_____

E-mail address:

_____

Physical address:

_____
_____
_____
_____

Postal address:

_____
_____
_____
_____

Telephone number:

_____

- Requests made on behalf of another:

If this request is made on behalf of another person, indicate the capacity in which the request is made: _____

Name and Surname of the person on behalf of whom request is made:

_____

Identity number of the person on behalf of whom request is made:

_____

3. Particulars of record

Provide full particulars of the record to which access is requested, including any document reference number if it is known to you, enabling the record to be located.

If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all additional folios.

Describe the record or relevant part of the record sought:

_____

_____

_____

_____

Provide a reference number if available:

_____

Provide any further particulars of the record that may be available:

_____

_____

_____

_____

_____

_____

_____

_____

4. Fees:

If fees are payable before your request for access to records can be processed, this will be communicated to you. You will be notified of the amount payable, which will depend on the form in which access is required and the time required for searching and preparing for such a record. Payment must then be made before the request can be processed.

If you believe that you qualify for exemption of the payment of any fee, state your reasons for exemption:

_____
_____
_____
_____
_____
_____
_____
_____

5. Form of access to records

Please note that granting of your request in the form set out above may depend on the form in which the record is available. Access in the form requested may be impossible and therefore refused in certain circumstances. In such cases, you will be informed if access will be granted in another form. If a fee is payable for access to the record, it may be determined partly by the form in which access is requested.

If the record is in written or printed form, please indicate whether you need to inspect or copy it:

_____

If the record consists of visual images, please indicate whether you seek to view it, obtain copies of it, or to obtain transcriptions of it:

_____

If the record consists of recorded words of information which can be reproduced in sound, please indicate whether you wish to listen to the soundtrack, of whether you seek a transcription of it.

_____

If the record is held on a computer or in an electronic or machine-readable form, please indicate whether you require a printed copy of the record, whether you need a printed copy of specific information on it, or whether you seek copy in a computer readable form.

_____

**If you requested a hard copy or transcription, please indicate whether you would want it to be posted to you. If so, you will have to pay the required fees.**

_____

**If record consists of recorded words or information which can be reproduced in sound:**

If you are unable to read, view or listen to the record in the form of access provided for above, please state your disability and indicate in which form you require the sought record.

| Disability: | Form in which record is required: |
|---|---|
| | |

6. Particulars of the right to be exercised or protected:

Indicate which right is to be exercised or protected and why the record requested is necessary for the exercise or protection of the said right.

_____
_____
_____
_____
_____
_____
_____
_____

If the space provided here is not enough, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

7. Notice of decision regarding request for access:

You will be notified, in writing, whether your request has been approved or denied. If you wish to be informed in any other manner, please specify and provide all necessary particulars:

_____
_____
_____
_____
_____
_____
_____

Signed at…… This…… day of ……..20……

……
SIGNATURE OF REQUESTER