

Privacy Policy January 2020

Crewkerne United Dramatic Operatic Society (CUDOS)

WEBSITE TERMS & CONDITIONS

INTELLECTUAL PROPERTY, COPYRIGHT & TRADEMARKS

PRIVACY, DATA PROTECTION & COOKIES

SOCIAL MEDIA TERMS & CONDITIONS

CUDOS invite you to:

- Use our website www.cudoscrewkerne.com, and any subdomains we may set up,
 - Join in our social media (such as Facebook, Twitter, Instagram, YouTube, etc.),
 - Keep informed with our e-Newsletters,
 - Purchase tickets to attend our events,
 - Contact us by email, and
 - Take part in our feedback and market research surveys
- with the assurance that we're committed to supplying our services and providing you with information whilst protecting your Personal Data and respecting your privacy.

This page is written for you. Please read it.

We've tried to write in simple language whilst covering what is legally required. In some sections you may wish to familiarise yourself with the definitions of relevant words or phrases as set out in legislation.

Note that these policies and terms and conditions are subject to change at any time. We encourage you to review these regularly for any changes. The date at the top of the page will change to reflect updates.

1. WHO ARE WE?

1.1

We're an dramatic and operatic society based in Crewkerne Somerset staging four live events each year.

1.2

'Crewkerne United Dramatic Society' are referred to as "CUDOS", "we", "us" or "our" in the following terms and conditions and our policies. cudoscrewkerne.com is referred to as "the" or "our" "Website" or "the site".

1.3

We work with Third Parties such as artists, agents, venues, sponsors and ticketing agents. We refer to these as our "Event Partners". We may share your information with our Event Partners and other Third Parties as a necessary part of business operations to deliver events, as further described in our Privacy Policy under the section 5.5 '**WHAT DATA DO WE COLLECT**'.

1.4

CUDOS and our associates, Event Partners and the Third Parties identified in these policies may collect and process data on behalf of NODA, the Somerset Fellowship of Drama in order to deliver events throughout the year

1.5

If you have questions about these policies or terms and conditions, how your Personal Data are collected or processed or use of our Website or Social Media, we want to hear from you. You can contact us by email to:

cudoscrewkerne@gmail.com

2. INTRODUCTION

2.1

www.cudoscrewkerne.com (the "Website") is owned by and copyrighted to CUDOS. It is managed by CUDOS C/O 31 East Street, TA18 7AG

2.2

CUDOS are Data Controllers (i.e., the organisations responsible for the processing of your Personal Data) in respect of the information which CUDOS collects, receives and processes about you when you use our Website or our services or attend the festival or any of our events.

2.3

Before using our Website or Social Media - it is your responsibility to read this. By visiting, accessing or using our Website or Social Media pages you expressly agree to be legally bound by these terms and conditions of use and policies.

2.4

We may revise our terms and conditions or policies at any time by posting an update on our Website. Please ensure that you check the Website from time to time to review these. The date shown above reflects the most recent update.

2.5

Whenever you use our Website, information may be collected through the use of Cookies so you should also read how Cookies are used, section 5.5.7.

2.6

When you submit any Personal Data or request services from us, we use appropriate physical, electronic and managerial security measures to try to prevent your Personal Data from being accessed by unauthorised persons and to ensure that you may submit Personal Data safely.

2.7

If there is anything you do not understand, please email cudoscrewkern@gmail.com

3. WEBSITE TERMS & CONDITIONS OF USE (the “Conditions”)

3.1 JURISDICTION

The Conditions will be exclusively governed by and construed in accordance with the laws of England whose courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions. The Website is controlled by us in England. We make no representations that the Website is appropriate or available for use in other countries or languages.

3.2 YOU WILL:

(a) Not use the Website (or any part of it) for any illegal purpose and agree to use it in accordance with all relevant laws of England, UK.

(b) Not upload or transmit through the Website:

any computer viruses, macro viruses, trojan horses, worms, robots, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer, or any material which is defamatory, offensive or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

(c) Not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

(d) Not use the Website in a manner which:

may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy).

3.3 WE RESERVE THE RIGHT TO:

(a) Modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

(b) Change these Conditions from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must stop using the Website; and/or

(c) Monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints relating to the Website and take any action that we deem appropriate.

3.4 WE WILL:

(a) Use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

(b) Respect your personal data and shall process any personal data that we collect from you, or that you provide to us, in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

3.5 LINKS TO OTHER WEBSITES

We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability or accuracy of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites, media, apps or resources.

3.6 ACCESSIBILITY

We take responsibility for making our web content accessible for people with disabilities and meeting current accessibility standards, including those defined by the W3C's Web Content Accessibility Guidelines. The Website has been designed to be as accessible as possible and to be compatible with the types of adaptive technology used by people with disabilities, including screen readers.

3.7 LIMITATION OF LIABILITY

(a) Whilst we use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

(b) The Website is provided on an "as is" and "as available" basis without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf.

(c) Notwithstanding any other provision in the Conditions, nothing shall limit your rights as a consumer under English law.

(d) You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

(e) We will not be liable in contract, tort (including, without limitation, negligence) or otherwise for:

Any economic losses including without limitation loss of revenues, profits, contracts, business or anticipated savings; or

Any loss of goodwill or reputation; or

Any special or indirect or consequential losses, howsoever arising.

4. INTELLECTUAL PROPERTY, COPYRIGHT & TRADEMARKS

4.1 CONTENT AS TEXT.

All text on our website and any subdomains we may set up is copyright of and owned by CUDOS ("we, "us" "our") except where it is specifically stated that the information was previously published elsewhere and/or the copyright is acknowledged to another party.

4.2 PHOTOGRAPHS & VIDEOS.

All photographs and videos on our website are subject to strict copyright. Photographs or Videos may not be used, copied, shared, downloaded, reproduced, published, displayed elsewhere, transmitted, distributed, broadcast, sold under licence or commercially exploited or used to create derivative works of such material without the original copyright owner's written permission in advance of any use.

Some photographs and videos are copyright of and owned by Artists or their Agents or Management, used by permission given to us under strict contract for use on our Website and in Social Media and e-Newsletters for Marketing and Promotional purposes.

Some photographs and videos are copyright of and owned by freelance or commissioned photographers or videographers who have given permission for their work to be published on our Website and Social Media channels and for Marketing and Promotional purposes. However the copyright either remains with those photographers and videographers or with us.

Some photographs and videos are copyright of and owned by CUDOS or our suppliers, licensors, sponsors, associates or Event Partners. We own the copyright in all photographs and videos taken by employees and volunteers of CUDOS and any of our other events.

4.3 TRADEMARKS, GRAPHICS, LOGOS & OTHER CONTENT.

All logos and marks, graphics, patterns, backgrounds, icons, GIFs and such like material that identify or are clearly part of our brand of CUDOS are copyright and trademarks owned by CUDOS.

You may not copy and use our or any photographs or videos or any other artwork, graphic, logo or mark, pattern or background, icon, GIF or such like that identifies CUDOS without permission in writing in advance. Any approved licences for the use of photographs, videos, text material, logos, marks, graphics, patterns, backgrounds, icons, GIFs or other material will be governed by the laws of England.

4.4 MEDIA & PRESS.

If you are media or press and require official photographs, images or videos or text authorised for use in publications, television, presentations or online, please email cudoscrewkerne@gmail.com. We can also advise if any appropriate fee is payable. We will also provide details of the appropriate credit(s) to be used when such material is used.

4.5 SOCIAL MEDIA CONTENT.

If you submit photographs, videos or animated GIFs to our Facebook page or via Comments or Messages to our Facebook page or other Social Media, the copyright of such will remain the property of the photographer, videographer, originator or other copyright owner.

However by uploading them, the owner of the copyright irrevocably grants to CUDOS the right to publish the photograph itself, whether on our Website or by any other form of publication in any other media or arrange publication through third parties in any form of publication in any media, and notwithstanding the generality of the forgoing the photographer/owner of the copyright hereby expressly agrees that CUDOS may use the photograph in any official video or DVD or similar audio-visual device or television or internet programme, all without further approval from or payment to the copyright owner.

4.6 USE OF INTELLECTUAL PROPERTY, SUCH AS COPYRIGHT MATERIAL.

When using our Website, Social Media, e-Newsletters and Event Listing in Ticket Partners' or Ticket Agents' sites, you acknowledge and agree that:

(a) All copyright, trademarks and all other intellectual property rights in all material or content shall remain at all times owned by us, artists, artists' agents or our suppliers, licensors, sponsors, associates or Event Partners.

(b) All material and content are made available for your personal non-commercial use only. Any other use of the material is strictly prohibited. You agree not to (and agree not to assist or facilitate any Third Party to) copy, reproduce, transmit, publish, display, distribute, broadcast, sell, licence, commercially exploit or create derivative works of such material and content.

(c) Except for Personal Data or Sensitive Personal Data, any information you submit to us, will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Conditions.

4.7 YOUR IMAGE & CONSENT WHEN ATTENDING EVENTS.

By purchasing and/or attending any of our events you consent to be photographed and/or filmed. You consent for your image to be used in any promotional and communication materials worldwide in perpetuity.

You irrevocably grant to CUDOS the right to publish the photograph or video itself, with your image, whether on our Website or by any other form of publication in any other media or arrange publication through Third Parties in any form of publication in any media, and for us in any official video or DVD or similar audio-visual device or television or internet programme or presentation, all without further approval from you or payment to you.

5. PRIVACY POLICY, DATA PROTECTION & COOKIES (the "Privacy Policy")

5.1.1

Protecting your privacy is important to us. We believe you should be fully informed of data protection and your rights. We are committed to safeguarding your personal information and strive to keep all information relating to you safe and confidential in accordance with this Privacy Policy. (For the sake of grammatical understanding, 'data' is the plural noun of 'datum', which is a singular noun. Hence 'data are' and 'datum' is.)

5.1.2 As part of the normal operation of our services, we may ask you for, or you may voluntarily provide us with, information about yourself ("Personal Data"). The purpose of this Privacy Policy is to explain:

- what Personal Data are,
- what we collect about you and why,

- how that Personal Data might be used,
- when we might use your details to contact you,
- whether we will disclose your details to anyone else,
- how we protect your Personal Data and Privacy, and
- how Cookies are used on our Website.

5.1.3 This Privacy Policy relates to our use of any personal information we collect from you via the following:

- our official CUDOS, and any event sites or subdomains we may set up,
- our ticket partners' and agents' websites or apps and retail outlets,
- our official Social Media channels,
- emails sent via our Website's contact form, and
- by phone, SMS, direct email, in letters and other correspondence and in person.

5.1.4

In order to deliver, market and operate CUDOS events or services or products, and to process your ticket bookings, disability, supplier or job/volunteer applications or other enquiries, we need to collect and process information about you.

5.1.5

By accepting the Conditions or by using the services on our Website, you consent to the collection and use of your Personal Data by us for the purposes described in this Privacy Policy and for any other purpose which is reasonably necessary for the provision or proper administration of the Website service in accordance with the Conditions.

5.2 LEGISLATION

5.2.1 Whenever you provide such information, we are legally obliged to use your information in line with all applicable laws concerning the protection of personal information, referred to collectively in this Privacy Policy as the "Data Protection Laws", which include the:

- **Data Protection Act 1998** which regulates the "processing" of Personal Data;
- **Privacy & Electronic Communications Regulations (PECR)** which sit alongside the Data Protection Act, and are derived from European law implementing European Directive 2002/58/EC, also known as 'the e-privacy Directive'; and
- **EU General Data Protection Regulations (GDPR)**.

5.2.2 Data Processors and compliance.

We will ensure that any Data Processors we appoint also comply with all Data Protection Laws and act only upon our written instruction through either a contract or written data agreement.

5.2.3 Website compliance.

Alongside our business and internal computer systems, our Website is designed to comply with the Data Protection Laws. Our Website's compliance with legislation, all elements of which are stringent in nature, means that the Website is likely compliant with the data protection and user privacy legislation set out by many other countries and territories as well.

5.2.4 Standards of technology and operational security.

We have implemented generally accepted standards of technology and operational security in order to protect your Personal Data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your Personal Data which might expose you to serious risk.

No website can be completely secure. If you have any concerns about Website security or whether our Website is compliant with your own country of residence's specific data protection and user privacy legislation please get in touch by email to: cudoscrewkerne@gmail.com

We will be happy to answer any enquiries from you regarding this Privacy Policy, the Personal Data we hold about you or the use we make of it.

5.3 YOUR PERSONAL DATA - DEFINITIONS

5.3.1 "Data" means information:

- (a) being processed by means of equipment operating automatically in response to instructions given for that purpose,
- (b) recorded with the intention that it should be processed by means of such equipment,
- (c) recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system (a relevant filing system exists where records relating to individuals are held in a sufficiently systematic, structured way as to allow ready access to specific information about those individuals),
- (d) does not fall within (a), (b) or (c) but forms part of an accessible record (an accessible record is a health record, an educational record or an accessible public record), or
- (e) recorded information held by a public authority and does not fall within any of (a) to (d).

5.3.2

"Data subject" means an individual who is the subject of Personal Data. You.

5.3.3 "Personal Data" means data which relate to a living individual who can be identified:

- (a) from those data, or
- (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

5.3.4 "Personal Data" are any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as:

- a name,
- an identification number,

- location data,
- an online identifier or
- to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data” can include but is not limited to:

- name,
- job title,
- date of birth,
- passport or national identity data,
- home address or place of employment,
- telephone or mobile number,
- private or employment email address, etc.

5.3.5 “Sensitive Personal Data” is a special and separate category of Personal Data and means Personal Data consisting of information as to:

- (a) the racial or ethnic origin of the Data Subject,
- (b) political opinions,
- (c) religious beliefs or other beliefs of a similar nature,
- (d) membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992),
- (e) physical or mental health or condition,
- (f) sexual life,
- (g) the commission or alleged commission of a person of any offence, or
- (h) any proceedings for any offence committed or alleged to have been committed by a person, the disposal of such proceedings or the sentence of any court in such proceedings.

5.3.6 “Processing”, in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including:

- (a) organisation, adaptation or alteration of the information or data,
- (b) retrieval, consultation or use of the information or data,
- (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or
- (d) alignment, combination, blocking, erasure or destruction of the information or data.

5.3.7 “Recipient”, in relation to Personal Data, means:

any person to whom the data are disclosed, including any person (such as an employee or agent of the Data Controller, a Data Processor or an employee or agent of a Data Processor) to whom they are disclosed in the course of processing the data for the Data Controller.

5.3.8 “Third party”, in relation to Personal Data, means any person other than:

(a) the Data Subject,

(b) the Data Controller, or

(c) any Data Processor or other person authorised to process data for the Data Controller or Data Processor.

5.4 YOUR RIGHTS

5.4.1 The Data Protection Act provides you rights in respect to your Personal Data we may hold:

- Your right of access to a copy of the information comprised in your Personal Data;
- Your right to object to processing that is likely to cause or is causing damage or distress;
- Your right to prevent processing for direct marketing;
- Your right to object to decisions being taken by automated means;
- Your right in certain circumstances to have inaccurate Personal Data rectified, blocked, erased or
- destroyed; and
- Your right to claim compensation for damages caused by a breach of the Act.

5.4.2 The EU GDPR (General Data Protection Regulation) gives all EU citizens more rights and protections for their Personal Data, to minimise the possibility of theft and fraud. These regulations include provisions for the following:

- **Your right to be informed:** We need to publish this Privacy Policy in a transparent and easily accessible manner to explain to you how your Personal Data are collected and processed, in clear and plain language.
- **Your right of access:** You can write or email us to ask for details of your Personal Data that we or other parties involved in CUDOS events may hold. We must meet your request within one month of receipt of your request at no charge to you, or explain why we cannot.
- **Your right to rectification:** If your Personal Data are incorrect or incomplete, you have the right to have it corrected. If your Personal Data are held or processed by any partner, associate or third party involved in delivering the festival, we must inform you which party(ies) holds your data and inform such party(ies) of your request for your Personal Data and/or of any correction.
- **Your right to be forgotten:** You may request the removal of your Personal Data in specific circumstances. Data must be disposed of securely and in a way which does not prejudice your interests or those of individuals concerned.

- **Your right to restrict processing:** Under certain circumstances, you can block the processing of your Personal Data.
- **Your right to data portability:** You can access your Personal Data for your own use anywhere you prefer, where this is possible.
- **Your right to object:** You can object to the use of your Personal Data for most purposes.

You also have the right to take any complaints about how we process your Personal Data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, UK.

<https://ico.org.uk/concerns/>
0303 123 1113

5.5 WHAT DATA DO WE COLLECT, HOW & WHY

5.5.1

We are determined to protect your privacy and we strive to keep all information relating to you confidential in accordance with this Privacy Policy. It is very important to us that you should be able to use and enjoy our Events, Website, e-Newsletters, Social Media, etc. without having to unacceptably compromise your privacy.

The following states our principles and covers what data we collect, for what purposes and upon what legal basis, as well as how we process or use the information that we hold. Sometimes you may voluntarily provide us with information ("Personal Data") as part of the normal operation of our services, and that is covered by this Privacy Policy too.

5.5.2 Information and Age of Consent.

We do not collect or process children's Personal Data. If you are aged 12 years old or under, you will need your parent/guardian's permission before you provide any personal information to CUDOS. Age Restriction information regarding CUDOS tickets and entrance to the event can be found on our Website, or our other event Websites. We ask for confirmation of your age when you sign up to receive our e-Newsletters or purchase tickets.

5.5.3 Our privacy and data protection principles:

- We do not sell, rent or otherwise distribute or make public any personal information.
- We do not spam or contact you without good reason or without your consent.
- We process data lawfully, fairly and in a transparent manner.
- We collect information for specified, explicit and legitimate purposes and do not further process it in a manner that is incompatible with those purposes.
- The information we collect is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.
- We aim to ensure information is accurate and, where necessary, kept up to date; reasonable steps are taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without undue delay.

- We keep information in a form that permits identification of you, as a Data Subject, for no longer than is necessary for the purposes for which your Personal Data are processed.
- We process information in a manner that ensures appropriate security of your Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

5.5.4 We collect your information in different ways outlined in these bullet points, which are explained in the sections that follow below:

- Our website cudoscrewkerne.com through Google Analytics (GA) & Cookies
- Contact Form or Contact Buttons on our Website
- e-Newsletters or e-shot marketing (WIX 'Shout Out')
- Applications or CVs
- Contests or competitions we may run

Social Media sites and apps, such as but not limited to:

- Facebook
- Instagram
- Twitter
- YouTube

Third Party Services, such as but not limited to:

- Seaty.co.uk
- Wix.com & Shout Out
- Google Analytics (GA)

5.5.5 Website.

If you are visiting our Website and viewing pages, we do not collect any Personal Data that identifies you as an individual. However our website www.cudoscrewkerne.com may automatically collect non-identifier information about your visits, such as browsing patterns or whether you are using a computer, smartphone, tablet or other device. Information collected in this way does not reveal who you are or disclose to us any Personal Data. This information is used only in aggregate form to analyse, manage and develop the Website and is not linked directly to you or any individual. This is called Site Visitation Tracking and is through Google Analytics using Cookies.

5.5.6 Site Visitation Tracking & Google Analytics (GA).

Like most websites, our Website uses Google Analytics (GA) to track your interactions as a site user. We use this data to determine the number of people using our site, to establish the number of site visits from different countries and which pages of our site are

most visited for how long, to better understand how our web pages are found and used and to track a site visitor's journey through our site. The reason is to enable us to improve the usability and content and your user experience of the site.

Although GA records such data as well as your approximate geographical location, type of device you use (computer, smartphone, tablet) and the day of the week and time of day you access our site, your internet browser (e.g. Chrome, Internet Explorer, Safari, Firefox, etc.) and operating system, none of this information personally identifies you to us. However this information helps us to make technical, design and content decisions such as language translation in order to deliver a site that works well for you.

We retain this type of data indefinitely for as long as we feel it proves useful to manage and improve web content and services to operate CUDOS and any of our other events. The Data Protection Laws allow us to collect and process this data as there is a legitimate interest in doing so.

GA also records your computer's IP address (a number that identifies a specific network device on the internet and is required for your device to communicate with websites) which could be used to personally identify you. However Google do not grant us access to this. It could be used if necessary to block disruptive or illegal use of our site. We consider Google to be a Third Party Data Processor (see Third Party Services below).

For your information, our website uses the Wix.com implementation of GA.

GA makes use of Cookies, details of which can be found on [Google's developer guides](#).

Google's use of your information is governed by [Google's Privacy Policy](#) which has recently been updated to comply with EU GDPR. Please read [Google's Privacy Policy](#).

5.5.7 Cookies.

When you visit the site, we may send one or more Cookies - a small text file containing a string of alphanumeric characters - to your computer, smartphone or tablet that uniquely identifies your web browser. Your browser sends these Cookies back to the website every time you visit the site again, so it can recognise you and can then tailor what you see on your screen. As mentioned above, a Cookie may also convey information to us about how you browse our site. A Cookie does not collect personal information about you.

A persistent Cookie remains on your hard drive after you close your browser. Persistent Cookies may be used by your browser on subsequent visits to the site. Persistent Cookies can be removed or cleared by following your web browser's instructions in settings. A Session Cookie is temporary and disappears after you close your browser.

Most of the largest and most-visited websites use Cookies by default, so Cookies are almost unavoidable. Even search settings require Cookies for language settings.

You can set your web browser settings to refuse or disable all Cookies or to indicate to you when a Cookie is being sent. However some features of our site may not function as well if the ability to accept Cookies is disabled. If you do decide to disable or delete Cookies altogether, some websites won't work as well because they rely on Cookies to provide you with a service you have requested. Disabling Cookies may lock you out of many of the most widely-used sites on the internet like YouTube, Gmail, Yahoo mail, and others.

By continuing to use our Website, you agree to us and third party organisations using Cookies (e.g. Google Analytics) to use Cookies in line with your Cookie settings in your browser.

Our Cookies Notice appears at the top of our Website. Here is a link to further more detailed information on Cookies – <https://www.aboutcookies.org>

5.5.8 Our Website's server.

Our Website is hosted by Wix.com in data centres in the United States and Europe. From time to time, we may transfer hosting from one location to another. Notwithstanding the above, the Wix.com platform complies with the EU-US Privacy Shield Framework and the Swiss-US privacy shield framework as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention of personal information transferred from the European Union to the United States, and therefore adheres to the Privacy Shield Principles.

The Wix.com platform is compliant with the Data Protection Laws. All traffic (transferral of files) between our Website and your browser is encrypted and delivered over HTTPS. HTTPS means 'Hyper Text Transfer Protocol Secure'. This type of security means that information sent between computers are in 'code' and scrambled using that code so that no one in-between can read what is conveyed between computers. This keeps your information safe from hackers.

You agree that your Personal Data may be transferred to countries outside the EU for the purposes described above to countries which may or may not provide the equivalent legal protection of Personal Data as within the United Kingdom. If you do not wish your Personal Data to be used in the manner set out in this Privacy Policy or the Conditions please do not use our Website.

5.5.9 Contact Form or Buttons on our Website.

You may have a request or enquiry and choose to contact us using a Contact Form or Buttons on our contact us page. If you do, none of the data that you supply will be stored by this website.

Instead the data will be collated into an email and sent to us over the Simple Mail Transfer Protocol (SMTP). Our SMTP servers are protected by TLS (sometimes known as SSL) meaning that the email content is encrypted before being sent across the internet. The email arrives in one of our inboxes and content is then decrypted by our local computers and devices.

Your Personal Data in this type of email is your email address, name, date and time of sending and any other information you included, which are held securely. We do not share it or pass it on to any Third Parties, only if necessary with those staff, associates, partners or suppliers working with CUDOS and only for the purposes of handling your request or enquiry or resolving any issue. Your Personal Data are held indefinitely or for as long as CUDOS events continue or we operate. We reserve the right to archive or delete this type of email containing your Personal Data at a time we choose without contacting you and without your consent.

5.5.10 Direct Emails. You may email us direct and provide us voluntarily with your email address, name and any other information you choose to include in your email. If you email us, we do not need your consent to email you because email correspondence enables us to:

- deal with your requests and enquiries,
- contact you with information about your ticket,
- notify you of any changes to CUDOS events as a customer of ours,
- notify you of any changes of practices or policies or terms and conditions, and
- receive any applications, or CVs, you submit to us to supply us services, apply for a job or volunteer or apply for Accessible Access to CUDOS events.

If you are a customer of ours (i.e. you have purchased a ticket, merchandise or any of our services or products) we may send you customer service emails and event related notices to provide you customer support, including any notices required by law in lieu of communication by postal mail, or we may send you feedback or market research surveys to help us improve and customise our events, products and services.

The Data Protection Laws allow us to email you for these purposes without explicitly requiring your consent because the processing of your personal information is for your and our legitimate interests, as you are a customer or enquirer; or because processing is necessary because we have a contract with you (e.g. when you buy a ticket we 'contract' with you as our customer); or because we need to take specific steps before entering into a contract such as you becoming a supplier, partner, employee, sponsor, volunteer or we provide you access to Accessible Viewing Areas or a Carer Ticket at any CUDOS events.

We also may use your email address to send you Important Information relating to events, such as security or safety notices or warnings, cancellations or delays or changes to line ups.

If you correspond with us by email, we process and retain your Personal Data and the content of your email messages and attachments, and our responses. Our Email systems and Customer Database securely store your Personal Data which are held indefinitely or for as long as the CUDOS events continue or we operate.

We reserve the right to archive or delete these types of email containing your Personal Data at a time we choose when we deem it no longer necessary to process it to contract with you or deliver our services to you, without contacting you and without your consent.

5.5.11 Control of your Personal Data – Direct email.

If you wish your Personal Data to be deleted or you wish to no longer correspond by Email with us, you may contact us via [**cudoscrewkerne@gmail.com**](mailto:cudoscrewkerne@gmail.com)

However, if you are a current customer with a valid ticket or pass to enter any of our events, your email will not be deleted upon your request but held until after the event for which you hold a valid ticket or pass, and you may not opt out of Important Information emails. This is because it is in your interest to receive Important or customer support emails from us relating to an event you will attend, such as security or safety notices or warnings, cancellations or delays, refunds, or changes to line ups.

5.5.12 Email Newsletter, e-Newsletter and e-Shot Marketing.

Subscribing to our e-Newsletter means you're first to hear about artist announcements, event news and updates about any CUDOS events, because these are delivered straight into your email inbox. To receive our e-Newsletter or electronic communications marketing by email, you must actively 'opt in' to subscribe. You can subscribe either directly by filling in the field in the footer of our Website,

When you actively opt in (select or tick a box or fill in the data field(s)), you give your consent for us to email you marketing and promotional communications. You will see, near the data field or tick box, a clearly written notice of what you are subscribing to and confirmation that you are of an appropriate age to give consent to disclose your Personal Data to us (aged 13 years old or over).

If you choose to join our e-Newsletter mailings, the email address that you submit to us will be stored on our [**WIX.com**](https://www.wix.com) Website platform in our 'Shout Out' database, which we use for our email marketing. WIX is a Third Party Data Processor.

The Personal Data that you submit is stored in our WIX Website's database held securely on [**WIX.com**](https://www.wix.com) servers located in data centres in the United States and Europe, not in any of our internal computer systems. The [**Wix.com**](https://www.wix.com) platform complies with the EU-US Privacy Shield Framework and the Swiss-US privacy shield framework as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention

of personal information transferred from the European Union to the United States, and therefore adheres to the Privacy Shield Principles.

When you consent to receiving our e-Newsletters and electronic marketing communications, you agree that your Personal Data may be transferred to countries outside the EU for the purposes described above. If you do not wish your Personal Data to be collected, stored and used as such, please unsubscribe from receiving e-Newsletters. You can unsubscribe using the 'Unsubscribe' links contained in any email newsletters that we send you, or by requesting removal by email to [cudoscrewkerne.com](mailto:unsubscribe@cudoscrewkerne.com).

Your Personal Data is only processed for sending you our e-Newsletters for which you have consented, and is neither processed for any other purpose nor shared with any other Data Controllers or Processors or Third Parties. Your Personal Data are held securely and remain in our WIX Website's 'Shout Out' database for as long as we continue to use the WIX platform for email marketing, for as long as CUDOS events continue or we operate, or until you specifically request in writing removal from our list.

5.5.13 Information and Age of Consent.

If you are 12 years of age or under, you MUST obtain parental consent before joining our email newsletter. We do not knowingly collect Personal Data from children. If you are a parent or legal guardian and think your child has given us information, you can email [cudoscrewkerne.com](mailto:unsubscribe@cudoscrewkerne.com)

5.5.14 Control of your Personal Data – e-Newsletters.

The Data Protection Laws allow us to collect and process your Personal Data because you gave clear and active consent for us to process your Personal Data for a specific purpose. You can unsubscribe using the 'Unsubscribe' links contained in any email newsletters that we send you, or by requesting removal by email to [cudoscrewkerne.com](mailto:unsubscribe@cudoscrewkerne.com). When requesting removal via Direct Email, please send your email to us from the email account that is subscribed to the mailing list with the subject 'Please unsubscribe me' and be sure to include your email address that you want removed in the body copy of your message.

5.5.15 Cookies, Pixel Tags and e-Newsletters.

We may collect information on how you respond to our e-Newsletters, for example, whether you open the e-Newsletter or not, the number of times you open it or what links within the e-Newsletter that you click. This does not collect any Personal Data or identify you. However it helps us understand what content interests you so that we can improve and tailor our communications to your interests and needs.

The information is collected by either Cookies or Pixel Tags (sometimes called Web Beacons). A Cookie is string of alphanumeric characters within the code of the e-Newsletter. A Pixel Tag is an invisible image with a line of code which is placed within an email message, e-Newsletter or on a web page.

5.5.16 Control of Cookies or Pixel Tags in e-Newsletters.

If you do not wish to allow us to use Cookies or Pixel Tags within our e-Newsletters, the best way to do this is not to enable images when you view our emails. In other words, only view the 'plain text' of the email. Some web browsers, web-based email and email clients have settings or extensions available to disable/block such Cookies such as [Gmail](https://mail.google.com/mail/u/0/#settings/notifications). For example, some settings allow you to control whether 'content stored on remote servers' is displayed within your emails or not by un-ticking the 'Load Remote Content' box.

5.5.17 Applications and CVs.

Sometimes we will require you to provide Personal Data and information, such as those contained within a standard application form or CV. Or if you have accessibility requirements, we want to make sure you have the best experience when attending events. To do this, we need to collect details of your requirements, which may involve you providing Sensitive Personal Data.

We run application or expression of interest processes in order to select and enter into contract with suppliers, traders, sponsors, employees and volunteers, and to help us meet the needs of disabled customers and those with special needs who attend any of our events.

Your Personal Data, and other information such as contained in application forms and CVs, are held securely in our email system and our internal computer systems within databases for suppliers, traders, sponsors, employees and volunteers and customers. We do not pass on your Personal Data to any Third Parties. It is only shared internally within the CUDOS management teams, only for the purposes of planning and operations to deliver events and for necessity to meet your access and special needs requirements.

The Data Protection Laws allow us to process your Personal Data for these purposes as it is necessary to take specific steps before entering into a contract with you as a supplier, partner, sponsor, employee or volunteer, or the processing is necessary for us to comply with the Disability Discrimination Act, Equality Act and Human Rights Act or processing is in your and our legitimate interests in order to meet your special needs and provide you access to Accessible Viewing Areas or a Carer Ticket at any events. Your Personal Data are held for as long as CUDOS events continue or we operate, or until you specifically request in writing removal from our email, databases and systems.

5.5.18 Sensitive Personal Data, Disabilities and Special Needs.

If you apply for access to Accessible Viewing Areas or a Carer Ticket for your carer or personal attendant, which are limited by availability and capacity, we need to verify your need and do so by requesting documentation. The documents you submit are likely to contain Sensitive Personal Data about your physical or mental health or condition. Your Sensitive Personal Data are processed by us.

Your Sensitive Personal Data and documentation you supply is securely held by us, when they are Data Processor of Disability Applications, only until after your attendance at any of our events, after which it is promptly and securely deleted from our and their email, databases and IT systems.

5.5.19 CCTV and your Personal Data.

When you attend any CUDOS events, the venue may collect your information via video surveillance cameras. If you have questions or concerns about your privacy and the use of CCTV at any CUDOS our events, please contact the venue.

5.5.20 Social Media sites and apps.

Please remember that any Personal Data that you disclose on Social Media becomes public information and you should exercise caution when deciding to disclose any information on Social Media. When you join and use Social Media you submit your Personal Data to them. Your data submissions and interactions with Social Media are governed by their Privacy Policy and other policies, not ours. We are not developers and we do not buy access to your Personal Data or your Social Media accounts.

We use Social Media to communicate with you; promote our events, products and services; run competitions and prize draws; share photos and information; and market to prospective customers through targeted advertising. We use aggregated statistical data that does not personally identify you and other aggregated and/or inferred Non-Personal Data, which we or our contracted business partners may use, to provide and improve our events, products and services, marketing and communications.

Each Social Media platform has their own Privacy Policy and Settings that you can use to protect your Personal Data and Privacy. Below is a list of the Social Media we use with links to their Privacy Policies. If you use Social Media please be sure to read their policies and review your settings. Also, please read our '**SOCIAL MEDIA TERMS & CONDITIONS**'.

[Facebook Privacy Policy](#)
[Instagram Privacy Policy](#)
[Twitter Privacy Policy](#)
[YouTube Privacy Policy](#)

5.6 WHO WE SHARE YOUR DATA WITH & WHY.

- Our Third-Party service providers (Data Processors, and in accordance with their Privacy Policy) such as cloud computing providers who provide the IT infrastructure on which our Website, communications, ticketing and digital marketing systems are built.
- Our Event Partners or companies under contract or with a data agreement who provide specific services to or at any CUDOS events (in accordance with their Privacy Policy) such as Cashless access control and payment systems.
- Third Parties (Data Processors, and in accordance with their Privacy Policy) who provide goods and services purchased by you (e.g. tickets) so that they can process and fulfil your orders.
- Government agencies or other authorised bodies where permitted or required by law.

5.6.1 Information and the law.

We reserve the right to access and disclose Personal Data to comply with applicable laws and lawful government requests or requests by the police investigating suspected illegal activities; to operate our systems properly; or to protect ourselves or other Website users. We also reserve the right to disclose Personal Data to third parties if a complaint arises concerning your use of the Website, and that use is deemed by us to be inconsistent with the Conditions. We may occasionally release your Personal or Financial Information if we believe in good faith that this will help to:

- assist law enforcement, to comply with laws or regulations, for example to enforce the terms under which you purchased a ticket, or to protect the rights, property or safety of CUDOS events site or others, including your vital interests or those of another person;
- prevent or detect unlawful behaviour, to protect or enforce our legal rights or as otherwise permitted by law.
- detect misuse of our intellectual property (e.g. our, Artists', photographers' or our Event Partners' brands or content), fraud, or other crimes.

5.7 OUR THIRD PARTY DATA PROCESSORS & SERVICES

5.7.1

We may use Third Parties to process Personal Data on our behalf. From time to time we may enter into a relationship with another company that is not owned by us to help us deliver our services to you; to understand your use of our processes and services; to provide additional features on our Website; or to undertake Data Processing such as specialised secure processing for online ticketing and financial transactions or e-marketing. These companies are Third Parties.

As a result, our Website may contain features or web pages with co-branding or active content from Third Parties, for example, a page with tickets to events You should look for and read any Privacy Statement or Notice on any such web page and you should read

the Third Party's Privacy Policy on their website. Any Personal Data that you provide when signing up to Third Party services may be shared with us in accordance with our and their Privacy Policies and any Privacy Statement or Notice on displayed on co-branded web pages.

5.7.2

In addition to Personal Data, non-personally identifiable information is collected through Third Parties, by technologies such as Cookies, Pixel Tags, device identifiers and link trackers. Their use of such technologies is governed by their Privacy Policy. Please read their Privacy Policies.

5.7.3

The Third Party services we use include, but are not limited to, those listed in this section.

Seaty.co.uk: is an online events listing site and ticket sales and promotion platform

- **When you purchase a ticket to attend any of our events and use the Seaty.co.uk platform, you provide them with identifiable Personal Data that are processed in line with the Seaty.co.uk privacy policy. On our behalf they process information so we can fulfil your ticket order and provide you with customer support.**
- **They will collect your name, email, country of residence, billing and card information and ticket purchase information such as type of ticket(s) and number of tickets purchased. We can access and process the data collected, with the exception of billing and card information which we cannot access from Seaty.co.uk**
- **WIX.com & Shout Out: WIX is our Website platform and Shout Out is WIX's e-marketing software that we use to send you e-Newsletters. Please refer to the section 'WHAT DATA DO WE COLLECT, HOW & WHY'. WIX.com Privacy Policy.**
- **Google Analytics: Please refer to the section 'WHAT DATA DO WE COLLECT, HOW & WHY'. Google Privacy Policy**

5.8 DATA BREACHES

We will report any unlawful data breach to any and all relevant persons and authorities within 72 hours of the breach if it is apparent that Personal Data stored in an identifiable manner has been stolen or misused.

5.9 CONTROL OVER YOUR PERSONAL DATA

You may request to receive a copy of, update, amend, delete, or limit the use of your Personal Data. Before fulfilling your request or disclosing the requested Personal Data, we may ask you for additional information in order to confirm your identity and for security purposes. We reserve the right to charge a fee where permitted by law (e.g. if your request is unfounded or excessive).

You have the right to file a complaint with the Information Commissioner or Officer of your local authority for data protection, however we recommend you contact us first. In the UK, contact the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, UK.

6. SOCIAL MEDIA TERMS & CONDITIONS

CUDOS is proudly family friendly. Our Facebook page and Social Media must be too. So here are a few rules to help everyone who wishes to be part of CUDOS on Social Media.

Aretha said it so well – **R, E, S, P, E, C, T**

Express yourself, but positively. Disrespectful remarks are, well, just that – disrespectful. Unnecessary, and bad form.

Feedback will be considered “feedback” when it is presented constructively. Feedback is not saying someone or something is ****.

Which brings us to profanity, swearing, cuss words or whatever euphemism you choose to use. Don't. Just don't. You will be asked to edit your comment.

Shameless plugs, self-promotion & spam - if you want to promote yourself or what you do, please use your own Social Media.

Please be aware that we do not accept or consider unsolicited submissions from artists or agents, and reserve the right to remove any comment, post or other material found to be off topic, inappropriate or objectionable.

We have the right (though not the obligation) to monitor our page to ensure that these simple rules are being followed.

We will remove posts and comments that break these rules, and message you to remind you to abide by the rules. Once.

If you break the rules again, we will ban you from our social pages or platforms.