



Approved by  
the General Director of Travel Retail Domodedovo LLC

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## Provision on personal data processing of subjects of Travel Retail Domodedovo LLC

### 1. Reporting data by the Client:

1.1. Under the process of registration on web site [www.dutyfree-heinemann.ru](http://www.dutyfree-heinemann.ru) (hereinafter referred as "Web Site") the Client report the following information:

last name, first name, age, gender, e-mail address, contact phone, education.

1.2. On reporting personal data the Client consents the data processing by Travel Retail Domodedovo LLC (hereinafter referred as "the Company") for the purpose of performing obligations by the Company and/or its' partners before client, rendering background information, and for the purposes of goods and services promotion, and consents to receive commercial and service messages. Under the Client's personal data processing the Company acts in accordance with Federal law «On personal data», Federal law «On advertising» and local regulations.

1.2.1. If the Client wants to update its' data, block or remove data in case personal data is incomplete, outdated or inaccurate, illegally received or are not necessary for declared purpose of processing, or if the client wants to withdraw the consent to personal data processing, the Client shall officially file a request the Company to e-mail address [info@tr-dmd.ru](mailto:info@tr-dmd.ru).

If the Client wants to remove an account on Web Site the Client files a request to e-mail address [info@tr-dmd.ru](mailto:info@tr-dmd.ru) . Such an act does not imply withdrawal of the Client's consent to personal data processing, which shall be processed according to the effective legislation as provided by paragraph 1 of the clause.

### 1.3. Exercising of data provided by the Client

1.3.1 The Company exercises data provided by the Client within the period of the Client's registration on Web Site for the following purposes:

- Registration/authorization of the Client on Web Site;
- For promotion of goods and services;
- Evaluation and analysis of Web Site work;
- Taking a decision of the winner in promo actions executed by the Company;
- The Client's basket analysis and providing personal recommendations;
- Participation by the Client in loyalty programmes;
- Noticing the Client on promo actions, sales and special offers by means of e-mail and SMS-messaging.

1.3.2. The Company has right to direct the Client commercial messages. If the Client does not want to receive commercial messages from the Company, the Client shall change necessary subscription settings of corresponding section of Personal account. From the moment of change of such subscription settings the Client may receive commercial messages within 3 days according to specific of work and cooperation of information systems, and contractual conditions with partners, carrying out for the benefit of the Company commercial messaging.

## **2. Providing and transfer of data, received by the Company:**

2.1. The Company agrees not to transfer data, received from the Client to third parties. Providing by the Company data to agents or third parties, acting on the basis of agreement with the Company, is not deemed as a breach of rights providing that agent or third parties act in charge of obligations and within the terms of the agreement. Transfer of the Client's data in anonymous form by the Company to third parties for the purpose of estimation and analysis of work of Web Site, The Client's basket analysis and providing personal recommendations is not deemed as breach of the clause.

2.2. Transfer of data in accordance with reasonable claims and applicable requirements of legislation of the Russian Federation is not deemed as a breach of obligations.

2.3. The Company has right to use "cookies" technology. "Cookies" do not include confidential information and do not transfer to third parties.

2.4. The Company gets information on ip-address of Web Site guest and information on link which web site guest followed from. Such information shall not be used to identify the guest.

2.5. The Company is not responsible for data placed by the Client on Web Site in popularized way.

2.6. The Company undertakes all necessary and essential organizational and technical efforts to secure personal data from unauthorized access and from other abusive actions against personal data.

## **3. Data storage and exercising by the Client**

3.1. The Client shall not disclose to third parties login and password used for identification on Web Site.

3.2. The Client shall storage and use login and password with due care and diligence (including but not limited: use licensed anti virus soft ware, use complex alpha numeric combination on creation a password, not to dispose to third parties the Client's PC or other devices with login and password entered by the Client and etc.)

3.3. If the Company suspects that account of the Client is used by third parties or malware the Company is obliged to change password of the Client unilaterally.