

Data Processing Agreement (DPA)

THIS DPA is made BETWEEN:

US, The Galway Races located at Ballybrit Road, Ballybrit Galway (the “**Data Controller**”) (the “**Client**”); and

YOU, the media accredited applicant and/or photography accredited applicant whose agency and publisher details are included in the application form (the “**Data Processor**”).

BACKGROUND

The Data Processor provides to the Client certain media and photographic services described in Schedule 2 (the “**Services**”).

The provision of the Services by the Data Processor involves it Processing the Personal Data described in Schedule 2 for the Clients.

The parties have agreed to enter this DPA to ensure compliance with the provisions of EU regulation 2016/679 (the “**GDPR**”) in relation to all Processing of the Personal Data by the Data Processor for the Client.

1. Definitions.

The following defined terms apply solely with respect to this DPA.

“**Applicable Law**” means the data protection and privacy legislation, including the General Data Protection Regulation (**GDPR**) (Regulation (EU) 2016/679)

“**Data Subject**” means an individual natural person that is identified or identifiable by means of Personal Data.

“**Instruction**” means a documented instruction to the Data Processor from the Data Controller.

“**Personal Data**” means any information about a natural person that is identified or identifiable to the natural person, either alone or in combination with other information, that the Data Processor will Process or have access to as part of providing the Services, including any such information that is created by means of the Services and includes the meaning provided to it under GDPR

“**Process**,” when used with respect to Personal Data, means: (i) to record, store, organise, structure, analyse query, modify, combine, encrypt, display, disclose, transmit, receive, render unusable, or destroy, by automated means or otherwise; (ii) to provide cloud or other remote technology hosting services for applications or services that do any of the foregoing; and (iii) any other use or activity that is defined or understood to be processing under Applicable Law.

“Security Event” means any of the following: (i) unauthorised Processing or other use or disclosure of Personal Data; (ii) unauthorised access to or acquisition of Personal Data or the systems on which Personal Data is Processed; (iii) any significant corruption or loss of Personal Data that Insert is unable to repair within a minimal period of time; (iv) any event that has or is reasonably likely to significantly disrupt the Processing of the Personal Data as part of the Services; and (v) any material unsuccessful attempt to gain unauthorised access to, or to destroy or corrupt, the Personal Data, but not including any routine, unsuccessful events such as pings, port scans, blocked malware, failed log in attempts, or denial of service attacks.

2. Processing of Personal Data

The purpose of the processing the personal data is to provide the Services to the Data Controller.

The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in Appendix 1. The parties shall update Appendix 1 whenever changes occur that necessitates an update.

The Data Processor only performs processing activities that are necessary and relevant to perform the Services, or as strictly necessary for their internal administrative purposes related to the provision of the Services.

The Data Processor will make available on the Clients request a list of any sub-processors they use in compliance with Applicable Law and will require any sub-processors to contractually agree to terms stated in this DPA and the Agreement.

3. Data Processor’s obligations

3.1. Instruction

Data Processor may only act and process the Personal Data in accordance with the Instruction unless required by law to act without such instruction.

The Instruction at the time of entering into this DPA is that the Data Processor may only process the Personal Data with the purpose of delivering the Services.

Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written Instructions consistent with the terms of the Agreement.

The Data Controller is responsible for ensuring that all individuals who provide written Instructions are authorised to do so.

3.2. Confidentiality

The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller agreed in writing.

The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Services and this DPA.

The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

3.3. Security

The Data Processor shall implement the appropriate technical and organisational measures as set out in this DPA and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

The Data Processor will provide documentation of their security measures if requested by the Data Controller in writing.

3.4. Personal Data Breaches

The Data Processor will give immediate notice and in any event within 24 hours to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed on behalf of the Data Controller (a "**Personal Data Breach**").

The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

3.5. Transfer of Data

As a rule, the Data Processor will not transfer personal data to countries outside the European Economic Area.

Only those storage solutions that provide secure services with adequate relevant safeguards will be employed.

3.6. Retention

The Data Processor will retain the Personal Data for a period that is no longer than necessary adhering to the purpose of the processing.

3.7 Consents

The Data Processors acknowledges and agrees to obtain the necessary consent from

- parents/guardians in the event that minors are photographed, and

- people captured where the Data Processor wishes to use image for their own promotional purposes.

4. Compliance with Applicable Law.

Each party will comply with Applicable Law as it relates to such party's performance under the Agreement

5. Data Subject Request.

Data Processor will promptly notify you if:

- we receive a request from a Data Subject to disclose, provide a copy, modify, block, or take any other action with respect to Personal Data pertaining to the Data Subject, unless notice is prohibited by Applicable Law; and, except to the extent required by Applicable Law,
- we will not independently take any action in response to a request from a Data Subject without your prior written Instruction.

Data Processor will co-operate with your reasonable requests for access to Personal Data and other information and assistance as necessary to respond to a request or complaint by a Data Subject.

6. Security Event.

In the event of a discovered or suspected Security Event, the Data Processor will provide notice without undue delay to the Data Controller.

The notice shall include the following information to the extent it is reasonably available to the Data Processor at the time of the notice, and they will update the notice as additional information becomes reasonably available:

- the dates and times of the Security Event;
- the facts that underlie the discovery of the Security Event, or the decision to begin an investigation into a suspected Security Event, as applicable;
- a description of the Personal Data involved in the Security Event, either specifically, or by reference to the data set(s), and
- the measures planned or underway to remedy or mitigate the vulnerability giving rise to the Security Event.

The Data Processor will take those measures available, including measures reasonably requested by you, to address a vulnerability giving rise to a successful Security Event, both to mitigate the harm resulting from the Security Event and to prevent similar occurrences in the future.

The Data Processor will cooperate with your reasonable requests in connection with the investigation and analysis of the Security Event, including a request to use a third-party investigation.

The Data Processor shall retain all information that could constitute evidence in a legal action arising from the Security Event and shall provide the information to the Data Controller upon request. Except to the extent required by law in the written and reasonable opinion of the Data Processor's legal counsel.

The Data Processor will not disclose to any third party the existence of a Security Event or suspected Security Event or any related investigation without the Data Controller's prior written consent.

7. Records.

The Data Processor will keep reasonable records to evidence their compliance with their obligations under this DPA and shall preserve such records for at least 6 years from the date of the events reflected therein.

8. Liability

Nothing in this DPA will relieve the processor of its own direct responsibilities and liabilities under the GDPR.

9. Data Protection Officer

The Data Processor will appoint a Data Protection Officer where such appointment is required by Data Protection Laws and Regulations.

10. Termination

Following expiration or termination of the Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the Agreement except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

We agree to the terms of this Data Processor Agreement.

Appendix 1

Services

All photographic services as may be provided by the Data Processor as part of an Order by the Client.

Data Protection Particulars

The type of Personal Data being Processed and class of Data Subjects

Names

Email addresses

Telephone numbers

Photographs/media (including video footage)

The nature and purpose of the Processing

By the Data Processor in order to perform the Services or as otherwise agreed to between the Parties and not further or otherwise.

The categories of Data Subjects

The data subjects will be Client customers.

Any special categories of data

None