

Privacy Policy

This Privacy Policy sets out what categories of Personal Information Phumelela Gaming and Leisure Limited (“Phumelela”) may collect from you as well as how Phumelela processes that Personal Information.

1. Who does this Policy apply to?

This policy applies to you if you are:

- 1.1. a visitor to our website www.betontab.co.za (“Website”); or
- 1.2. a customer of Phumelela.

2. What is Personal Information?

- 2.1. **“Personal Information”** has the definition set out in the Protection of Personal Information Act 4 of 2013 (“the Act”), and means, information which relates to you as an identifiable natural person or juristic person, including, but not limited to:
 - 2.1.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 2.1.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 2.1.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 2.1.4. the biometric information of the person; and
 - 2.1.5. the personal opinions, views or preferences of the person.
- 2.2. Personal Information excludes:
 - 2.2.1. information that has been made anonymous so that it does not identify a specific person;
 - 2.2.2. permanently de-identified information that does not relate or cannot be traced back to you specifically;
 - 2.2.3. non-personal statistical information collected and compiled by us; and
 - 2.2.4. information that you have provided voluntarily in an open, public environment or forum including any blog, chat room, community, classifieds, or discussion board (because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this notice).

3. What Personal Information do we collect?

3.1. Information you provide to Phumelela

- 3.1.1. The Personal Information we collect and process may include, but is not limited to:
 - 3.1.1.1. lists of the products and services in which you express an interest when you use the Website;
 - 3.1.1.2. your name, identity number, passport number, contact information, postal address, street address and email address, which you may submit to us when you interact with the Website;
 - 3.1.1.3. information regarding your personal or professional interests, demographics, experiences with our products and contact preferences;
 - 3.1.1.4. your contact information when you apply for a position through our recruitment portal (such Personal Information may include your name, identity or passport number, email address, physical address, telephone numbers, information relating to your occupation, gender and any documentation required for purposes of recruitment); and
 - 3.1.1.5. all your relevant details for purposes of an application for one of our products or services.

3.2. Information Phumelela automatically collect about you

- 3.2.1. When you use the Website, Phumelela may automatically collect and store certain information about you. This includes, but is not limited to the following:
 - 3.2.1.1. technical information, including your Internet Protocol (IP) address which is used to connect your computer to the Internet, operating system and browser type and platform for system administration; and
 - 3.2.1.2. information about your use of our Website including details of your visits such as pages viewed and the resources that you accessed. Such information includes traffic data, location data and other communication data.
- 3.3. When you respond to direct marketing from Phumelela, we collect your publicly available information.
- 3.4. When you request our services, you may be asked to provide us with additional information.
- 3.5. We strive to collect only that Personal Information which is necessary for the intended purpose of the collection.
- 3.6. We will use this Personal Information to fulfil your account, provide services and information to you as we reasonably think appropriate and for any other purposes set out in this notice.

4. Use of your Personal Information

- 4.1. We use your information to provide you with a better service and in particular for the following reasons:
 - 4.1.1. to provide you with services you have requested and notify you about important changes or developments to these services;
 - 4.1.2. to provide you with further information about our products and services;
 - 4.1.3. to respond to your inquiries and/or complaints or process your requests in relation to your information;
 - 4.1.4. to follow up as part of our customer services procedures;
 - 4.1.5. to update our records about you;
 - 4.1.6. for internal record keeping;
 - 4.1.7. to contact you for market research purposes and/or administer offers to you;
 - 4.1.8. to improve our products and services;
 - 4.1.9. for fraud prevention and detection, and to comply with applicable laws and regulations;
 - 4.1.10. in relation to competitions and other promotions;
 - 4.1.11. to evaluate the effectiveness of our marketing and for research, training and statistical analysis with the aim of improving our services; and
 - 4.1.12. to make our Website easier for you to use and to provide you with access to certain parts of the Website.
- 4.2. We will not retain your Personal Information for longer than is necessary to achieve the purpose for which we collected it, unless there is a lawful basis or legal requirement for us to retain your Personal Information for a longer period.

5. Sharing your Personal Information

- 5.1. We may disclose your Personal Information to the following third parties:
 - 5.1.1. other companies affiliated to Phumelela (like subsidiaries and holding companies);
 - 5.1.2. selected third parties to provide us with services, including companies that provide us with technical support and assistance in respect of the Website, companies that provide back office services, companies that provide hosting services or that track the Website's activities and analytics, and companies engaged to market and distribute and/or services on our behalf; and
 - 5.1.3. professional advisers, judicial, regulatory and law enforcement bodies.
- 5.2. We require that our service providers take appropriate, reasonable, technical and organisational measures to keep your Personal Information secure.
- 5.3. In addition, our service providers may not use or disclose Personal Information for any purpose other than providing the services on our behalf.
- 5.4. We may also disclose your Personal Information if we are under a duty to disclose or share your Personal Information in order to comply with any legal obligation.

6. Safeguarding of your Personal Information

- 6.1. We will take all appropriate, reasonable, technical and organisational measures to safeguard your Personal Information to prevent loss of, damage to or unauthorised destruction of your Personal Information or unlawful access to or processing of your Personal Information.
- 6.2. We authorise access to Personal Information only for those employees who require it to fulfil their job responsibilities.
- 6.3. We implement disaster recovery procedures where appropriate.

7. Use of Cookies

- 7.1. Our Website uses cookies to improve your browser experience.
- 7.2. First party cookies contains a randomly generated number and allows the browser to remember your selections. It expires when you close the browser and contains no Personal Information.
- 7.3. Third party cookies are used to collect anonymous Website statistics such as the number of visitors in a month, average duration of visits and popular pages viewed. This data is used to review and improve our Website.

8. Transfer to another country

We may transmit or transfer Personal Information outside of the country in which it was collected to a foreign country and process it in that country. Personal Information may be stored on servers located outside the country in which it was collected in a foreign country whose laws protecting Personal Information may not be as stringent as the laws in the country in which it was collected. You consent to us processing your Personal Information in a foreign country whose laws regarding processing of personal information may be less stringent.

9. Accessing your Personal Information

- 9.1. You may request details of Personal Information which we hold about you under the Promotion of Access to Information Act, 2 of 2000.
- 9.2. Fees to obtain a copy or a description of Personal Information held about you are prescribed in terms of this Act.
- 9.3. Confirmation of whether or not we hold Personal Information about you may be requested free of charge.
- 9.4. If you would like to obtain a copy of your Personal Information held by Phumelela, please review our Promotion of Access to Information Act Manual located at www.phumelela.com/About-Us/Access-To-Information
- 9.5. You may request access to any of your Personal Information that is held by us at any time and for any purpose, including to request that we correct your Personal Information if it is inaccurate or delete the Personal Information if we are no longer required to retain it by law or for a legitimate purpose.

- 9.6. Requests to access Personal Information held on you in accordance with this notice can be emailed to phumelela@phumelela.com.

10. Acceptance

- 10.1. You must accept all the terms of this policy when you request our services. If you do not agree with anything in this policy, then you may not request our services.
- 10.2. You may not access our Website or request our services if you are younger than 18 years old or do not have legal capacity to conclude legally binding contracts.
- 10.3. By accepting this policy, you are deemed to have read, understood, accepted, and agreed to be bound by all of its terms.
- 10.4. You may only send us your own Personal Information or the information of another data subject where you have their permission to do so.

11. Notifications

- 11.1. In terms of the Act, Phumelela is obligated to provide you with certain information relating to the processing of your personal information at the time we collect it from you. We therefore advise as follows:
- 11.1.1. We are required to process your personal information to fulfil our contractual obligations to you. Any such personal information is provided by you on a voluntary basis.
- 11.1.2. If you do not provide us with your personal information it may prevent us from fulfilling our contractual obligations to you.
- 11.1.3. We may from time to time source your personal information from external sources or third parties in order to comply with regulatory requirements. Such personal information will only be processed as required in terms of applicable legislation.
- 11.1.4. We may be required to share your personal information with affiliates of Phumelela (subsidiary or holding companies) and with third parties outside of South Africa. Such transfers of personal information may be to a jurisdiction that does not have the same or a better level of data protection compared to South Africa.
- 11.1.5. You have the right to request access to and correction of your personal information as well as to object to the processing of your personal information.
- 11.1.6. We will delete or de-identify personal information that it has collected from you if it is no longer required to be retained.
- 11.1.7. You have a right to lodge a complaint with the Information Regulator via email at complaints.IR@justice.gov.za
- 11.1.8. Our processing of personal information will be in line with applicable legislation including the Act.

12. **Changes**

We may change the terms of this policy at any time by updating this web page. We will notify you of any changes by placing a notice in a prominent place on the Website or by sending you an email detailing the changes that we have made and indicating the date that they were last updated. If you do not agree with the changes, then you must stop using the Website and our services. If you continue to use the Website or our services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.