

Privacy Policy
Terms on processing of personal data - YourDrops Loyalty Campaign Spring 2022
(Exploration Stage)

Introduction

YourDrops Loyalty Campaign Spring 2022 (the „**Campaign**“) is a special/pilot campaign in connection with, and based on, the EshopWedrop Drops Rewards Programme.

The Campaign is essentially based on EshopWedrop Drops Rewards Programme and its rules are in the Terms and Conditions of YourDrops Loyalty Campaign Spring 2022, available at [https://www.eshopwedrop.co.uk/files/YourDrops Terms and Conditions Spring 2022.pdf](https://www.eshopwedrop.co.uk/files/YourDrops_Terms_and_Conditions_Spring_2022.pdf) (alternatively referred to as the “**Campaign T&C**” / “**YourDrops T&C**”).

The Campaign is addressed only to the Members of the EshopWedrop Drops Rewards Programme from EU countries (using EshopWedrop EU websites) and of the United Kingdom of Great Britain and Northern Ireland, holding active Accounts accessible via <https://www.eshopwedrop.co.uk/loyalty-program> (the “**Website**”) and/or from any other related sites and applications referred to on the Website. Any such Member, interested in taking part to the Campaign and agreeing on the YourDrops T&C, engages into the Campaign and is bound to respect YourDrops T&C. As of engaging with the YourDrops T&C, the respective Members become **Participants** to the Campaign (hereinafter alternatively referred to as “Members” or “Participants”).

As per YourDrops T&C, the Campaign is planned to roll-out in several stages. There are personal data processing operations that accompany the Campaign as it rolls out.

The exploration stage of the Campaign relies greatly on the personal data processing operations attached to the EshopWedrop Drops Rewards Programme, while it also involves specific personal data processing operations attached to this specific stage of the Campaign (the “**Campaign-Exploration stage**”). Thus, the Campaign-Exploration stage is to be performed online, via the Accounts/EshopWedrop platform (by automated means, from privacy perspectives), as per the details in YourDrops T&C.

Under the YourDrops T&C, in the planned roll-out of the Campaign, the successful Exploration stage of the Campaign would be followed by the steps necessary for the effective implementation of stage for subscription of shares (e.g. determination of entitled stake beneficiaries, KYC procedures, collection of shares subscriptions, issuance and allocation of shares, etc.), together called the “**Campaign-Implementation stage**”), as per the YourDrops T&C (including any amendments thereto). The Campaign-Implementation stage is planned to take place offline, including with respect to the personal data processing. For consistent approach, certain outputs from the Campaign-Implementation stage shall determine updates in the Accounts/EshopWedrop Platform (e.g. definitive use of Reward Drops, reversed Reward Drops, etc.).

This **Privacy Policy - Terms on processing of personal data - YourDrops Loyalty Campaign Spring 2022 (Exploration Stage)** (hereinafter, the “**YourDrops Privacy Policy**”) contains the information on personal data processing

operations in connection with the Campaign-Exploration stage and it is for data subjects' information on personal data processing. Additional terms shall apply for the processing of data during the Campaign-Implementation stage, to be transparently communicated to the relevant data subjects, in accordance with the relevant data protection regulations.

YourDrops Privacy Policy must be read and understood as an appendix to the Privacy Policy (as it has been updated by the special terms of data privacy in respect of the Drops Rewards Programme, applicable to the respective Account - the "EshopWedrop Privacy Policy").

The terms used herein in capital letters shall have the meaning assigned to them under this document, the YourDrops T&C or under the EshopWedrop Privacy Policy.

Controller

- will remain EshopWedrop.com Holding Ltd. - the owner of the Eshopwedrop franchise business and of the Eshopwedrop platform (a company incorporated in the Republic of Malta, Registration number C 71443, Headquarters: Ewropa Business Centre, Level 3, Triq Dun Karm, Birkirkara, BKR9034, Malta) – remains **the data controller of your personal data** (the "Franchiser"/"Franchisor"); contact details for data privacy matters are in the EshopWedrop Privacy Policy.

Data subjects: the Members of the Reward Drops Programme that accept the YourDrops T&C, showing interest in using their membership in the existing Reward Drops Programme to take part in the Campaign, that is a special/pilot mechanism of reward of their loyalty as Drops Programme Members.

Personal data and how (with what purpose) we process the additional personal data: Members logged into their (Customer) Accounts may use the functionalities made available in their (Customer) Account, specifically for the Campaign, to express intention for manifesting interest in booking shares in EshopWedrop holding company (the "**Holding Company**"), as per the terms of the YourDrops T&C accepted by the Members.

As per the YourDrops T&C, a Participant's intention to use their Drops Programme membership for expressing interest in booking shares is registered once the Participants pledges (part of) their Reward Drops and/or their cash contribution, via the relevant section of their Account on EshopWedrop platform. Several operations of shares bookings and of shares bookings cancelation are available. Once any intention is expressed by a Participant, their Account shows the pledged Reward Drops and/or cash contribution, any cancelation thereof, total bookings intention, the balance of remaining Reward Drops for other use (as allowed per the Drops Programme).

A Participant's actions for expressing interest by booking shares and pledging Reward Drops and/or cash (including any cancelation/amendment thereof), and any results thereof (e.g. balance of Reward Drops), as per the YourDrops T&C, rely on the processing of personal data already in the respective Participant's Account (as per EshopWedrop Privacy Policy), while certain **additional personal data** is collected during and for Campaign-Exploration stage, as strictly necessary for this stage, namely:

- engaging in the Campaign (acceptance of YourDrops T&C);
- Participant's actions of bookings shares, by pledging (part of) their Reward Drops and/or pledging cash for shares booking;

- Participant's actions of shares bookings cancelation;
- reinstated (refunded) Reward Drops;
- updated status of available Reward Drops;
- reviews and feedback given by the Participant;
- correspondence/communications with the Participant.

The processing of the above personal data takes place in the relevant (Customer) Account held by the Member and, correspondingly, in the EshopWedrop platform (by automatic means), and it is related to the special/pilot mechanism Reward Drops of utilization addressed/envisaged by the Campaign. Some of this data is collected from the data subject, some are resulting from engagement with the Campaign procedural steps.

Further to the Members' actions with respect to expressing interest in shares (booking,) the Members receive from EshopWedrop, via their email address, statements on their actions in their Account (e.g. shares booking-related actions, pledged/returned Reward Drops/pledge for cash payment).

Drops' status of Members is updated further to Members' actions for expressing interest in shares-bookings/shares bookings cancelation, as per the terms of the Drops Programme.

Purposes and legal grounds: EshopWedrop initiated the Campaign to reward Drops Programme Members based on their activity in ordering our Services and for rewarding their loyalty for our brand in a special manner, by making available to them the possibility to put their Drops Programme membership at specific use, *i.e.* showing interest in booking shares in the Holding Company; amounts resulted therefrom are intended to be used for EshopWedrop business development.

The Campaign is based on the Drops Programme and it allows interested Members (the Participants) access to a specific mechanism of using (on a voluntary basis) the accrued Reward Drops and their membership in the Drops Programme; this is a purpose compatible with the purposes for which this data were initially collected and processed as per the EshopWedrop Privacy Policy – Drops Programme.

Therefore, the processing of personal data of a Member, in their own Account, in connection with the Drops Programme, shall continue, as stated in the EshopWedrop Privacy Policy, and it is complemented by the personal data processing terms for the Campaign, as applicable for each stage of the Campaign.

Under this YourDrops Privacy Policy, we inform data subjects on the details on personal data processing relevant for the Exploration Stage, where the **purpose** of personal data processing is the expression of interest for conversion/special use of accrued Reward Drops. More specifically, the specific operations involving the processing of Participants' personal data shall consist of/be for:

- commissioning and implementation of the Campaign–Exploration stage, in accordance with the terms of the YourDrops T&C, *i.e.* (i) communication with Members and acknowledging a Member's interest for stake in Holding Company, as per their pledging Reward Drops and/or cash payment; (ii) completing/carrying out the formalities related to the registration of Participants' pledging/canceling of Reward Drops and/or of cash payment; (iii) keeping the Member's Account accurate with respect to the status and the balance of the Reward Drops, the Status Drops and the rest of the benefits of the Programme; (iv); updating Reward

Drops and Status Drops statement of the Member; (v) correspondence with the Member regarding the Campaign (their actions in the Campaign) and any further actions needed as per YourDrops T&C; (vi) corroboration of data for further stage(s) of the Campaign; (vii) updates in the Member's Account (e.g. Reward Drops) upon completion/termination; - *in terms of **legal grounds** of personal data processing, we base our processing on the performance of the contractual obligations assumed under the YourDrops T&C (in consideration of the Drops Programme);*

- input data for further roll-out of the Campaign (e.g. Implementation stage); - *in terms of **legal grounds** of personal data processing, we base our processing on the performance of the contractual obligations assumed under the YourDrops T&C;*
- recording output data upon termination of the Campaign, relevant for the Account (e.g. Drops section) and/or participation to the Campaign; it is necessary for the information on the Drops/any amendment/action involving Drops, after completion/finalization/termination of the Campaign (e.g. return/refund of Reward Drops in the Account, Drops number/Drops-related operations), to reach the EshopWedrop platform/that Participants' Accounts, for accuracy of information. Therefore, when such operation becomes necessary, the information/data necessary for the Customer Account accurate status/update/information (e.g. returned Drops, etc.) shall be provided and reflected into the EshopWedrop platform/Account; - *in terms of **legal grounds** of personal data processing, we base our processing on the performance of the contractual obligations under the YourDrops T&C (in consideration of the Drops Programme);*
- audit and reporting (e.g. annual financial audit, reporting and other legal reporting-related obligations) – *in terms of **legal grounds** of personal data processing, we base our processing on relevant legal obligations;*
- plans, estimations and valuations of EshopWedrop business and other business-related decisions, where exploration of loyal EshopWedrop's customers views and interests (usually processed in aggregate form) is considered and assessed for further loyalty campaigns / business development / business decisions - *in terms of **legal grounds** of personal data processing, we base our processing on our legitimate interest;*
- protecting our rights in the court of law / arbitration court in case of disputes - *in terms of **legal grounds** of personal data processing, we base our processing on our legitimate interest of protecting/enforcing our rights and defending claims;*
- procedures of competent official authorities (e.g. regarding the Drops Programme/ EshopWedrop platform), in accordance with their powers and as required by the law - *in terms of **legal grounds** of personal data processing, we base our processing on our legal obligations.*

Retention:

The additional personal data undergoing processing operations during the Campaign-Exploration stage shall be retained only until completion/termination of the Campaign (unless the relevant Account is deleted/terminated earlier, case in which the additional data is deleted together with the rest of the data in the Account). Nevertheless, this personal data shall be kept after this term, if retention/further processing is necessary and only as long as it is

necessary (e.g. term for exercising rights in court of law, term for completion of ongoing claims, term provided under fiscal/corporate/other relevant legal provisions etc.).

Recipients of the data:

In light of the terms of the Campaign-Exploration stage, the Participants' personal data consisting of: *name, surname, contact details (email address), data in the Drops section of the Accounts (including as processed and relevant for the Campaign-Exploration stage)*, as processed in accordance with this YourDrops Privacy Policy, shall be shared by EshopWedrop-Franchisor (holding of EshopWedrop platform)-as primary controller, with Holding Company-the other controller (the latter is to be acting as joint controller with EshopWedrop-Franchisor for the purposes of the Campaign-Exploration stage). The sharing shall be performed with observance of all necessary security and encryption protocols, to ensure that such processing takes place safely, with preservation of personal data, while appropriately addressing any risk assessed by controller in connection with such processing.

The main terms of the personal data joint controllership arrangement between EshopWedrop-Franchisor and the Holding Company: (a) each controller shall process the personal data (as per the above) as collected/available in the EshopWedrop platform; any necessary amendment/update shall be communicated to the other controller; (b) each controller shall be bound by the relevant data privacy regulations and shall observe them entirely; (c) each controller shall communicate to the other any request of a data subject with regard to their rights under privacy regulations and shall agree on resolution thereof and response to the data subject, in an expeditious manner and in accordance with the law; (d) each controller shall implement necessary security measures to protect the personal data under processing; (e) EshopWedrop-Franchisor is exercising, by this YourDrops Privacy Policy, also the duty entrusted by the other controller (the Holding Company), of providing the information referred to in art. 13 and 14 of the GDPR to the data subjects also on behalf of the other controller (should additional terms be necessary, data subjects shall be informed directly by the other controller, after consultation with primary controller).

The Holding Company is jointly interested, with EshopWedrop-Franchisor, in the Campaign-Exploration stage and the processing of the above indicated personal data is necessary for the further Campaign-Implementation stage. Details on the personal data processing under the Campaign-Implementation stage are to be provided along with the roll-out of the Campaign-Implementation stage, in accordance with the data protection relevant regulations.

The Website where the Campaign is run is a sub-domain under EshopWedrop control, <https://www.eshopwedrop.co.uk/loyalty-program>; EshopWedrop UK-based entity cannot and will not access the sub-domain during the Exploration stage.

The complete details of the Holding Company are provided on the Website and in communications on the Campaign sent to the Participants/Members/Beneficiaries.

Other provisions

- (1) The personal data processing operations applicable for and during the Campaign-Implementation stage shall be detailed under the relevant privacy terms, to be communicated to the relevant data subjects

according with the Campaign T&C (as further amended) (e.g. the Beneficiaries); accurate and complete information on the processing of personal data shall be given to data subjects transparently, before any personal data processing operation takes place for such purposes, in accordance with all applicable laws. At all times, the Campaign-Implementation stage is to be performed according with the applicable legal provisions and requirements, considering steps such as: conduct of know-your-client procedure, execution of documentation for registrations in company's corporate files/public registries, execution of subscription letters, articles of association, of other mandatory documentation (as the case may be).

- (2) The rest of personal data processing operations, in connection with Members' (including Participants') Accounts, and the EshopWedrop platform/services, shall further take place according with the EshopWedrop Privacy Policy.
- (3) The rest of the provisions of the EshopWedrop Privacy Policy, that do not contravene herewith, especially the ones in sections: Recipients of the data, Data retention, Transfer of data to third countries*, Security, Data subjects rights, Complaints mechanism, Contact details and competent authorities, shall apply *mutatis mutandis* to the personal data processing operations related to the Campaign-Exploration stage, as part of the Drops Programme implementation mechanisms, as presented herein and under the YourDrops T&C.
- (4) At no point will EshopWedrop platform/Franchisor obtain and/or process in any way any specific payment details or sensitive personal data (e.g. payment card details, bank account details, identification numbers) during/for the Campaign-Exploration stage.
- (5) These special terms of the YourDrops Privacy Policy shall be incorporated and make part of the Privacy Policy as of the launch of the Campaign-Exploration stage.

**Should the data processing as per this YourDrops Privacy Policy involve transfer of personal data from the EU/EEA to the UK (e.g. the Holding Company is indicated as being UK-based) the importer is to be qualified as a non-EU/non-EEA importer, to receive / have access to personal data (also) regarding Members from the EU/EEA. Nevertheless, the United Kingdom has been qualified to have an "essentially equivalent" level of data protection to the EU/EEA members, pursuant to the adequacy decisions for the UK GDPR and the Law Enforcement Directive adopted by the EU on 28th of June 2021; therefore, any transfer of personal data of EU/EEA data subjects to the United Kingdom would not require personal data transfer-related further formalities.*

With respect to these personal data processed as per this YourDrops Privacy Policy, belonging to data subjects from the EU/EEA, the relevant importer from the UK (if any) shall observe the relevant EU data protection regulations. As regards UK-based data subjects, their data shall be processed by such an UK-based importer with observance of both the EU and the UK data protection regulations (the latter having incorporated the GDPR as per relevant legislative procedures).