

Own Your Success website policies and terms

Privacy Notice

This is the privacy notice of Own Your Success In this document, "we", "our", or "us" refer to Own Your Success.

We are company number registered in Scotland, United Kingdom.

Our registered office is at 32 Mayburn Vale, Loanhead, Midlothian, Scotland.

Introduction

This privacy notice aims to inform you about how we collect and process any information that we collect from you, or that you provide to us. It covers information that could identify you ("personal information") and information that could not. In the context of the law and this notice, "process" means collect, store, transfer, use or otherwise act on information. It tells you about your privacy rights and how the law protects you.

We are committed to protecting your privacy and the confidentiality of your personal information. Our policy is not just an exercise in complying with the law, but a continuation of our respect for you and your personal information.

We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.

Our policy complies with the Data Protection Act 2018 (Act) accordingly incorporating the EU General Data Protection Regulation (GDPR).

The law requires us to tell you about your rights and our obligations to you regarding the processing and control of your personal data. We do this now, by requesting that you read the information provided at <http://www.knowyourprivacyrights.org>

Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

1. Data we process

We may collect, use, store and transfer different kinds of personal data about you.

We have collated these into groups as follows:

Your identity includes information such as first name, last name, title, date of birth, and other identifiers that you may have provided at some time.

Your contact information includes information such as billing address, delivery address, email address, telephone numbers and any other information you have given to us for communication or meeting.

Your financial data includes information such as your bank account and payment card details.

Transaction data includes details about payments or communications to and from you and information about products and services you have purchased from us.

Technical data includes your internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

Your profile includes information such as your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.

Marketing data includes your preferences in receiving marketing from us; communication preferences; responses and actions in relation to your use of our services.

We may aggregate anonymous data such as statistical or demographic data for any purpose. Anonymous data is data that does not identify you as an individual. Aggregated data may be derived from your personal data but is not considered personal information in law because it does not reveal your identity.

For example, we may aggregate profile data to assess interest in a product or service.

However, if we combine or connect aggregated data with your personal information so that it can identify you in anyway, we treat the combined data as personal information and it will be used in accordance with this privacy notice.

2. Special personal information

Special personal information is data about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data.

We do not collect any special personal information about you.

3. If you do not provide personal information we need

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform that contract. In that case, we may have to stop providing a service to you. If so, we will notify you of this at the time.

The bases on which we process information about you

The law requires us to determine under which of six defined bases we process different categories of your personal information, and to notify you of the basis for each category.

If a basis on which we process your personal information is no longer relevant then we shall immediately stop processing your data.

If the basis changes then if required by law we shall notify you of the change and of any new basis under which we have determined that we can continue to process your information.

4. Information we process because we have a contractual obligation with you

When you create an account on our website, buy a product or service from us, or otherwise agree to our terms and conditions, a contract is formed between you and us.

In order to carry out our obligations under that contract we must process the information you give us. Some of this information may be personal information.

We may use it in order to:

- ☐ verify your identity for security purposes
- ☐ sell products to you
- ☐ provide you with our services
- ☐ provide you with suggestions and advice on products, services and how to obtain the most from using our website

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

5. Information we process with your consent

Through certain actions when otherwise there is no contractual relationship between us, such as when you browse our website or ask us to provide you more information about our business, including our products and services, you provide your consent to us to process information that may be personal information.

Wherever possible, we aim to obtain your explicit consent to process this information, for example, by asking you to agree to our use of cookies.

If you have given us explicit permission to do so, we may from time to time pass your name and contact information to selected associates whom we consider may provide services or products you would find useful.

We continue to process your information on this basis until you withdraw your consent or it can be reasonably assumed that your consent no longer exists.

You may withdraw your consent at any time by instructing us info@ownyoursuccess.co.uk. However, if you do so, you may not be able to use our website or our services further.

6. Information we process for the purposes of legitimate interests

We may process information on the basis there is a legitimate interest, either to you or to us, of doing so.

Where we process your information on this basis, we do after having given careful consideration to:

- ☐ whether the same objective could be achieved through other means
- ☐ whether processing (or not processing) might cause you harm
- ☐ whether you would expect us to process your data, and whether you would, in the round, consider it reasonable to do so

For example, we may process your data on this basis for the purposes of:

- ☐ record-keeping for the proper and necessary administration of our business.
- ☐ responding to unsolicited communication from you to which we believe you would expect a response
- ☐ protecting and asserting the legal rights of any party
- ☐ insuring against or obtaining professional advice that is required to manage business risk
- ☐ protecting your interests where we believe we have a duty to do so

7. Information we process because we have a legal obligation

Sometimes, we must process your information in order to comply with a statutory obligation.

For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

This may include your personal information.

Specific uses of information you provide to us

8. Information provided on the understanding that it will be shared with a third party

Our website allows you to post information with a view to that information being read, copied, downloaded, or used by other people.

Examples include:

- ❓ posting a message our forum
- ❓ tagging an image
- ❓ clicking on an icon next to another visitor's message to convey your agreement, disagreement or thanks

In posting personal information, it is up to you to satisfy yourself about the privacy level of every person who might use it.

We do store it, and we reserve a right to use it in the future in any way we decide.

Once your information enters the public domain, we have no control over what any individual third party may do with it. We accept no responsibility for their actions at any time.

Provided your request is reasonable and there is no legal basis for us to retain it, then at our discretion, we may agree to your request to delete personal information that you have posted. You can make a request by contacting us at info@ownyoursuccess.co.uk.

9. Complaints regarding content on our website

We attempt to moderate user-generated content, but we are not always able to do so as soon as that content is published.

If you complain about any of the content on our website, we shall investigate your complaint.

If we feel it is justified or if we believe the law requires us to do so, we shall remove the content while we investigate.

Free speech is a fundamental right, so we have to make a judgment as to whose right will be obstructed: yours, or that of the person who posted the content that offends you.

If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

10. Information relating to your method of payment

Payment information is never taken by us or transferred to us either through our website or otherwise. Our employees and contractors never have access to it. At the point of payment, you are transferred to a secure page on the website of stripe payment service provider. That page may be branded to look like a page on our website, but it is not controlled by us.

11. Communicating with us

When you contact us, whether by telephone, through our website or by e-mail, we collect the data you have given to us in order to reply with the information you need.

We record your request and our reply in order to increase the efficiency of our business.

We keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you to provide a high-quality service.

12. Complaining

When we receive a complaint, we record all the information you have given to us.

We use that information to resolve your complaint.

If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and if we do, what that information is.

We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.

13. Affiliate and business partner information

This is information given to us by you in your capacity as an affiliate of us or as a business partner.

It allows us to recognise visitors that you have referred to us, and to credit to your commission due for such referrals. It also includes information that allows us to transfer the commission to you.

The information is not used for any other purpose.

We undertake to preserve the confidentiality of the information and of the terms of our relationship.

We expect any affiliate or partner to agree to reciprocate this policy.

Use of information we collect through automated systems when you visit our website

14. Cookies

Cookies are small text files that are placed on your computer's hard drive by your web browser when you visit any website. They allow information gathered on one web page to be stored until it is needed for use on another, allowing a website to provide you with a personalised experience and the website owner with statistics about how you use the website so that it can be improved.

Some cookies may last for a defined period of time, such as one day or until you close your browser. Others last indefinitely.

Your web browser should allow you to delete any you choose. It also should allow you to prevent or limit their use.

Our website uses cookies. They are placed by software that operates on our servers, and by software operated by third parties whose services we use.

We use cookies in the following ways:

- ☐ to track how you use our website

- ☐ to record whether you have seen specific messages we display on our website
- ☐ to keep you signed in our site
- ☐ to record your answers to surveys and questionnaires on our site while you complete them
- ☐ to record the conversation thread during a live chat with our support team

15. Personal identifiers from your browsing activity

Requests by your web browser to our servers for web pages and other content on our website are recorded.

We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution.

We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you.

If combined with other information we know about you from previous visits, the data possibly could be used to identify you personally, even if you are not signed in to our website.

16. Our use of re-marketing

Re-marketing involves placing a cookie on your computer when you browse our website in order to be able to serve to you an advert for our products or services when you visit some other website.

We may use a third party to provide us with re-marketing services from time to time. If so, then if you have consented to our use of cookies, you may see advertisements for our products and services on other websites.

Disclosure and sharing of your information

17. Information we obtain from third parties

Although we do not disclose your personal information to any third party (except as set out in this notice), we sometimes receive data that is indirectly made up from your personal information from third parties whose services we use.

18. Data may be processed outside the European Union

Our websites are hosted in United Kingdom.

We may also use outsourced services in countries outside the European Union from time to time in other aspects of our business.

Accordingly data obtained within the UK or any other country could be processed outside the European Union.

We use the following safeguards with respect to data transferred outside the European Union:

- ☐ the processor is within the same corporate group as our business or organisation and abides by the same binding corporate rules regarding data processing.

19. Your duty to inform us of changes

The personal

data we hold about you must be accurate and current. Please keep us informed if your personal data changes.

20. Access to your personal information

At any time you may review or update personally identifiable information that we hold about you, by signing in to your account on our website.

To obtain a copy of any information that is not provided on our website you should contact us to make that request.

After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

21. Removal of your information

If you wish us to remove personally identifiable information from our website, you should contact us to make your request.

This may limit the service we can provide to you.

22. Verification of your information

When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

Other matters

23. Use of site by children

We do not sell products or provide services for purchase by children, nor do we market to children.

If you are under 18, you may use our website only with consent from a parent or guardian

Such child users and visitors will inevitably visit other parts of the site and will be subject to whatever on-site marketing they find, wherever they visit.

24. Encryption of data sent between us

We use Secure Sockets Layer (SSL) certificates to verify our identity to your browser and to encrypt any data you give us.

Whenever information is transferred between us, you can check that it is done so using SSL by looking for a closed padlock symbol or other trust mark in your browser's URL bar or toolbar.

25. How you can complain

If you are not happy with our privacy policy or if you have any complaint then you should tell us.

If a dispute is not settled then we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

If you are in any way dissatisfied about how we process your personal information, you have a right to lodge a complaint with the Information Commissioner's Office (ICO). This can be done at <https://ico.org.uk/make-a-complaint/>. We would, however, appreciate the opportunity to talk to you about your concern before you approach the ICO.

26. Retention period for personal data

Except as otherwise mentioned in this privacy notice, we keep your personal information only for as long as required by us:

- ☐ to provide you with the services you have requested;
- ☐ to comply with other law, including for the period demanded by our tax authorities;
- ☐ to support a claim or defence in court.

27. Compliance with the law

Our privacy policy has been compiled so as to comply with the law of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we should like to hear from you.

However, ultimately it is your choice as to whether you wish to use our website.

28. Review of this privacy policy

We may update this privacy notice from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records.

If you have any question regarding our privacy policy, please [contact us](#).

Terms and Conditions

Registration Policy If you are unable to attend this event, you may send a substitute delegate in your place at no additional cost. Please advise us of any substitutions as soon as possible. Alternatively, you may transfer your registration to another event run by Own Your Success Ltd. A 10% service fee may apply. Should you wish to cancel your registration, please notify us in writing as soon as possible and a credit note will be issued valid for use towards any future event held by Own Your Success Ltd in the twelve months following date of issuance. Cancellation notifications

received less than 14 days from the event running will receive a credit note to the value of the registration fee less a service fee of £100. Own Your Success Ltd does not provide refunds for cancellation. The prices above are based on one person per registration. Multiple people can't attend within any day of the event on a single registration. Split tickets, i.e. a different person attending each day of the event, can be arranged. A fee will apply. Please call us for details. Own Your Success Ltd takes all care to produce high-quality events that deliver as promised. All advertised details are correct at time of publishing. However, when circumstances beyond our control prevail, we reserve the right to change program content, facilitators or venues. We also reserve the right to cancel or reschedule events if circumstances arise whereby the performance of the event is no longer feasible, possible or legal. Own Your Success Ltd will not be responsible for any loss or damage arising from any changes to or canceling or rescheduling of an event. If an event is canceled or rescheduled, Own Your Success Ltd will make every effort to contact every registered delegate; if an event is canceled or you are unable to attend the rescheduled event you will be issued with a credit note valid for use towards any future Own Your Success event held in the twelve months following date of issuance

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Privacy Statement Own Your Success Ltd is committed to your privacy. All information collected on this registration will be held in the strictest of confidence and accordance with the Privacy Act 1988. Own Your Success Ltd will add your information to a secure database. This will be used primarily to contact you for ongoing research, product development and notice of future events and services offered by Own Your Success Ltd. Occasionally you may receive information from organisations associated with Own Your Success Ltd. If you do not wish to receive such information please tick this box: To update or have your details deleted please advise our Customer Success team at Own Your Success Ltd, Phone: 0131 357 1986, Email: info@ownyoursuccess.co.uk © 2019 Own Your Success Ltd. Company Number SC637620

Fulfilment policy

Once customer have purchased a ticket off the Own Your Success registration page(s) with the required amount of information required and chosen a payment method the ticket will automatically be send via email to the specific delegate and booking contact.

Website Term and Conditions: -

This website is owned and operated by WIX on behalf of Own Your Success. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors conference and events services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use your website

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms offered to customers

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

Retention of right to change offering

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and tax is available on the payments page.

responsibility for services and products

We deliver an event to the best standard possible with the most up to date information at the current market place time.

We look to make sure that everyone that comes along to the events has an enjoyable experience with hopefully a new set of tools to take into the workforce, we however can not be responsible for how effective you use these in the workforce after each and every event.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Own Your Success Ltd. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Indemnification

You agree to indemnify and hold Own Your Success harmless from any demands, loss, liability, claims or expenses (including legal fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, Own Your Success Ltd assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your

access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Edinburgh, United Kingdom. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

If at anytime, you wish to discuss any of our policies or terms please don't hesitate to call us on 0131 357 1986 or email info@ownyoursuccess.co.uk