

# MOBILE 3003

for your ultimate news update!



# Refund Policy

In accordance with the Win a House Competition Terms and Conditions:

No responsibility can be accepted by the Promoter for entries which are not received for any reason.

**Competition entries are not transferable and no refunds will be given.**

The Promoter reserves the right to disqualify any person entering the competition (without any refund being given) at its sole discretion if it believes that there are reasonable grounds to believe that:

- the entrant has acted in breach of any of the Competition Terms and Conditions;
- the entrant has acted in a way that is contrary to the spirit or intention of the Competition; or
- On grounds were the target has not been met, we will refund competition participators in cash

All Entries are final and no refunds shall be made at any time for any reason, except in the case of entries submitted after the Closing Date or as otherwise provided in the Competition Terms and Conditions.

The Promoter reserves the right to hold void, suspend, cancel or amend the Competition at any time. In the event that the Competition is cancelled, the Promoter shall return the Entry Fees to each Entrant (either by electronic transfer, bank card refund or cheque). Where the Entry Fee is returned the Parties agree that the Promoter shall have no further liability to the Entrant or to any other person.

# Site terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website [www.brenizo.com.na](http://www.brenizo.com.na) (**our site**).  
Who we are and how to contact us

[www.brenizo.com.na](http://www.brenizo.com.na) is a site operated by Mobile 3003 (We/us/our).

To contact us, please email [info@brenizo.com.na](mailto:info@brenizo.com.na)

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Competition Terms and Conditions which set the rules for entry into the Win a House competition

## We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

## **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

## **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## **If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.



Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@brenizo.com.na](mailto:info@brenizo.com.na)

## **Which country's laws apply to any disputes?**

Please note that these terms of use, their subject matter and their formation, are governed by Namibian law. You and we both agree that the courts of Namibia will have exclusive jurisdiction except that if you are a resident of Namibia you may also bring proceedings in Namibia, and if you are resident of Windhoek, you may also bring proceedings in Windhoek.

## **Privacy Policy**

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

When we use your personal data we are regulated under the General Data Protection Regulation (GDPR) which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal data for the purposes of the GDPR. Our use of your personal data is subject to your instructions, the GDPR, other relevant UK and EU legislation and our professional duty of confidentiality.

### *Key terms*

It would be helpful to start by explaining some key terms used in this policy:

We, Us, Our	Marty Pumbien
Personal Data	Any information relating to an identified or identifiable individual
Special Category Personal Data	Personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership Genetic and biometric data Data concerning health, sex life or sexual orientation

*Personal data we collect about you*

Personal data we will collect:

Your name and postal address

Your age

Electronic contact details, e.g. your email address and mobile phone number

Information included in your competition entry

This personal data is required to enable us to enter your details into the Win a House competition on our website (the Competition). If you do not provide personal data we ask for you cannot enter the Competition.

*How your personal data is collected*

We collect most of this information directly from you. However, we may also collect information via our website—we use cookies on our website (for more information on cookies).

*How and why we use your personal data*

Under data protection law, we can only use your personal data if we have a proper reason for doing so. In this case the reason is so that we can process your entry into



the Competition and to administer the Competition in accordance with the Competition Terms and Conditions. By entering into the Competition you consent to our use of your personal data in this way.

We do not collect special category personal data.

### *Promotional communications*

We may use your personal data to send you updates (by email, text message, telephone or post) about the Competition.

We have a legitimate interest in processing your personal data for promotional purposes. This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal data with the utmost respect and never share it with other organizations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us – see below: **'How to contact us'**
- using the 'unsubscribe' link in emails or 'STOP' number in texts

We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

### *Who we share your personal data with*

In connection with the Competition we will share personal data with:

- our professional advisers; and
- third parties who collect, monitor and analyze data on our behalf in connection with the competition;

We only allow our service providers to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also impose

contractual obligations on service providers relating to ensure they can only use your personal data to provide services to us and to you.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We will not share your personal data with any other third party.

#### *Where your personal data is held*

Information may be held on our servers and those of our advisors and service providers as described above (see **'Who we share your personal data with'**).

#### *How long your personal data will be kept*

We will keep your personal data for up to 6 months after the Competition closes. We will do so for one of these reasons:

- To respond to any questions, complaints or claims made by you or on your behalf;
- To show that we treated you fairly;
- To keep records required by law.

We will not retain your data for longer than necessary for the purposes set out in this policy. When it is no longer necessary to retain your personal data, we will delete or anonymous it.

#### *Transferring your personal data out of the EEA*

We will not transfer your personal data outside of the EEA.

#### *Your rights*

You have the following rights, which you can exercise free of charge:

Access	The right to be provided with a copy of your personal data (the right of access)
Rectification	The right to require us to correct any mistakes in your personal data

To be forgotten	The right to require us to delete your personal data—in certain situations
Restriction of processing	The right to require us to restrict processing of your personal data—in certain
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
To object	The right to object: – at any time to your personal data being processed for direct marketing (including profiling); – in certain other situations to our continued processing of your personal data, e.g. processing carried out for the purpose of our legitimate interests.
Not to be subject to automated individual decision-making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner’s Office (ICO) on individuals’ rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- email, call or write to us —see below: ‘How to contact us’; and
- let us have enough information to identify you (e.g. your full name and address);
- let us have proof of your identity and address (a copy of your driving license or passport and a recent utility or credit card bill); and

- Let us know what right you want to exercise and the information to which your request relates.

### *Keeping your personal data secure*

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit [www.getsafeonline.org](http://www.getsafeonline.org). Get Safe Online is supported by HM Government and leading businesses.

### *Changes to this privacy policy*

This privacy policy was published on 21 July 2018.

We may change this privacy policy from time to time, when we do we will inform you via email and we will post the updated privacy policy on our website.

### *How to contact us*

Please contact us by post or email if you have any questions about this privacy policy or the information we hold about you.

Our contact details are shown below:

Post: P.O Box 93, Windhoek, Namibia

Email: [info@brenizo.com.na](mailto:info@brenizo.com.na)

