

# Groupon

## Binding Corporate Rules Policy

### PART 1 – INTRODUCTION AND SCOPE

#### 1. Introduction

This Policy establishes the approach taken by Groupon to the protection and management of European Personal Data. This Policy and a list of the Groupon Companies is published on the website accessible at [www.groupon.ie/legal/bcr](http://www.groupon.ie/legal/bcr).

#### 2. Definitions

In this Policy, the term:

**"controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

**"data subject"** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"DPO"** means Groupon's EU Data Protection Officer, appointed in accordance with Rule 11A;

**"Europe"** means the European Economic Area ("**EEA**") and Switzerland;

**"European Data Protection Laws"** means the GDPR and any data protection law of a Member State of EEA and Switzerland, including local legislation implementing the requirements of the GDPR in each case as amended from time to time and including subordinate legislation;

**"Exporting Entity"** means a Groupon Company established in Europe that is processing European Personal Data as a controller and transferring such European Personal Data to an Importing Entity under this Policy;

**"European Personal Data"** means, in relation to processing by an:  
(a) Exporting Entity, personal data that is subject to European Data Protection Laws; and  
(b) Importing Entity, personal data that is transferred from an Exporting Entity under this Policy (which may not be limited to EEA citizens or residents)

And for the avoidance of doubt, the obligations set out in this Policy and the rights granted to individuals under this Policy apply to such European Personal Data when it is transferred between Groupon Companies under this Policy;

**"GDPR"** means European Union (EU) Regulation 2016/679 (the General Data Protection Regulation);

<b>"Groupon International Limited"</b>	means Groupon International Limited, a company registered in Ireland with our registered office at WeWork Central Plaza, 36 Dame Street, Dublin D02 EF64, Ireland, and with company number 501358;
<b>"Groupon Company"</b>	means, individually, Groupon, Inc. and each subsidiary of Groupon, Inc. which is a signatory to the Intra-Group Agreement relating to the Policy, and which is listed in Appendix 1 to this Policy from time to time;
<b>"Importing Entity"</b>	means a Groupon Company established outside Europe receiving European Personal Data from an Exporting Entity under this Policy;
<b>"Groupon"</b>	means, collectively, Groupon, Inc. and each Groupon Company;
<b>"personal data"</b>	means any information relating to an identified or identifiable natural person;
<b>"personal data breach"</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
<b>"process/processing"</b>	means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
<b>"processor"</b>	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;
<b>"Policy"</b>	means this Binding Corporate Rules Policy and its Appendices;
<b>"Rules"</b>	means the 19 Rules set out in Part 2 of the Policy;
<b>"special categories of personal data"</b>	means information relating to an individual's health or mental or physical condition, their race or ethnicity, their religious beliefs, political opinions and/or sexual life or orientation, whether they are affiliated to any trade union, any genetic or biometric data or information relating to the commission or alleged commission (and/or any related proceedings) of a criminal offence;
<b>"Supervisory Authority"</b>	means an independent public authority established in a European jurisdiction which is responsible for monitoring the application of European Data Protection Laws in order to protect the fundamental rights and freedoms of data subjects in relation to processing (and, for the avoidance of doubt, where reference is made in this Policy to a "competent" Supervisory Authority, this is a reference to the Supervisory Authority competent for the Exporting Entity); and
<b>"Third Country"</b>	means a country or an international organisation which has not been found to offer an adequate level of protection for European Personal Data under European Data Protection Laws to which that European Personal Data is subject.

### 3. About Groupon

Groupon has offices in the Americas, Europe, Asia Pacific, and the Middle East. The global headquarters of Groupon is Groupon, Inc., a company registered in Delaware whose address is at 35 W Wacker Dr, Chicago IL 60601 USA.

European Data Protection Laws place restrictions on the transfer of European Personal Data to Third Countries. By means of this Policy, Groupon wishes to ensure that the transfer of European Personal Data from Exporting Entities to Importing Entities complies with European Data Protection Laws.

This Policy applies to all European Personal Data processed by Groupon Companies (whether processed automatically or manually). It establishes the approach taken by Groupon to the protection and management of European Personal Data by Groupon Companies when such personal data is processed in and/or transferred from Europe to a Third Country (including any transfers of European Personal Data that may be made via another Third Country), as well as any onward transfers of such European Personal Data to other Groupon Companies located in a Third Country.

The European Personal Data and purposes of processing in respect of each category of data subject are set out below.

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	<p><i>Analysing Advertising effectiveness</i></p> <p><i>Providing Customer Service</i></p> <p><i>Payment Verification and Fraud Prevention</i></p> <p><i>Management of everyday business needs, including site administration and forum management</i></p> <p><i>Compliance with legal obligations</i></p> <p><i>Resolving disputes and enforcing agreements</i></p>	<p><i>Analytics data (e.g. information about app downloads, app and web page histories)</i></p> <p><i>Profile Input (e.g. page views, deal views, clicks on website)</i></p> <p><i>Device details (e.g. advertising ID, cookie identifiers, IP address)</i></p> <p><i>Account details (e.g. account page url, subscription and purchase histories, loyalty card numbers)</i></p> <p><i>Marketing segment information (e.g. information about a Customer's interests and purchase habits)</i></p> <p><i>Geolocation data (e.g., latitude and longitude, address, postal code/Eircode)</i></p>	
<p><i>With respect to current, former and prospective employees, applicants, temporary workers or other contractors ("Workers")</i></p>	<p><i>Creating a global directory to facilitate teamwork</i></p> <p><i>Application management</i></p> <p><i>Administration of human resources</i></p> <p><i>Management of resources</i></p> <p><i>Provision of IT services</i></p> <p><i>Monitoring of IT services</i></p> <p><i>Payment Verification and Fraud Prevention</i></p> <p><i>Management of everyday business needs</i></p> <p><i>Compliance with legal obligations</i></p> <p><i>Resolving disputes and enforcing agreements</i></p>	<p><i>Employment details (e.g. job title, performance records, employment location)</i></p> <p><i>IT Details (e.g. IT and internet usage logs, IP address, successful and failed login attempts)</i></p> <p><i>Driver details (e.g. registration information, licence information)</i></p> <p><i>CCTV information from CCTV recordings (e.g. images of Workers in Groupon offices);</i></p> <p><i>Absence management (e.g. paternity and maternity leave); and</i></p> <p><i>Immigration details (e.g. visa, passport)</i></p>	<p><i>Australia</i></p> <p><i>India</i></p> <p><i>United Arab Emirates</i></p> <p><i>United States</i></p>
<p><i>With respect to current, former and prospective sellers on Groupon's websites and mobile applications which are</i></p>	<p><i>Account creation</i></p> <p><i>Operating the site and facilitating offers</i></p>	<p><i>Authentication and identification (e.g. password, email address, security questions)</i></p>	<p><i>Australia</i></p> <p><i>India</i></p>

sole traders or unincorporated partnerships, or individual points of contact within incorporated current, former and prospective sellers (" <b>Merchants</b> ")	Making payments	Basic personal details (e.g. name, gender preference)	United Arab Emirates
	Advertising to our customers	Contact details (e.g. business name, work email address, personal email address, work and personal phone numbers)	United States
	Payment Verification and Fraud Prevention	Payment details (e.g. bank account information, deal information, billing records)	
	Maintenance of and improvements to the Site	Device details (e.g. advertising ID, cookie identifiers, IP address)	
	Management of everyday business needs	Contact with Groupon (e.g. call recordings, instant messages, user generated content from merchants)	
With respect to individual points of contact and/or relationship managers within current, former and prospective suppliers and vendors (" <b>Vendors</b> ")	Compliance with legal obligations	Account details (e.g. deal history, aggregated information)	
	Resolving disputes and enforcing agreements	Analytics data (e.g. clicks on particular deals, interaction with notifications)	
		Geolocation data (e.g., latitude and longitude, address, post code)	
	Managing relationships with Vendors	Basic personal details (e.g. name);	Australia
	Management of everyday business needs	Contact details (e.g. postal address, telephone number, and email address);	India
	Compliance with legal obligations	Employment details (e.g. job title, employer name, work location).	United Arab Emirates
	Resolving disputes and enforcing agreements		United States

## 6. **Relationship between national laws and this Policy**

Subject to Rule 16 below, Groupon Companies when they are a controller or a processor of European Personal Data must generally comply with applicable local law when processing European Personal Data.

Where there is no applicable local law or if the standards required by local law are lesser than or do not meet the standards set out in this Policy, Groupon Companies must process European Personal Data in accordance with this Policy. Where applicable local law requires a higher level of protection for European Personal Data than is provided for in this Policy, the higher level of protection will take precedence over this Policy and should be applied to the processing of European Personal Data.

## 7. **Commitment to the Policy**

Each Groupon Company processing European Personal Data as a controller (whether they act as an Exporting Entity or an Importing Entity) must comply with and respect all the Rules in this Policy, and ensure that their respective employees are bound to respect the requirements of this Policy.

When a Groupon Company processes European Personal Data as a processor on behalf of another Groupon Company, it must comply with and respect the Rules in this Policy, and ensure that their respective employees are bound to respect the requirements of this Policy, to the extent that such Rules set out in this Policy apply to the processing.

## 8. **The Rules**

The Rules set out in Part 2 of this Policy are divided into three sections:

1. **Section A – Data Protection Principles and Rights** addresses the general data protection principles that Groupon Companies must observe when processing European Personal Data.
2. **Section B – Accountability and Practical Compliance** deals with Groupon Companies' practical commitments and specific processes towards the European Supervisory Authorities in relation to European Personal Data.
3. **Section C – Third Party Beneficiary Rights for European Personal Data** describes the third party beneficiary rights that are granted to data subjects in respect of European Personal Data.

## PART 2 - THE RULES

### SECTION A: DATA PROTECTION PRINCIPLES AND RIGHTS

#### RULE 1 – TRANSPARENCY AND FAIRNESS

**Rule 1 – Groupon Companies will inform data subjects how European Personal Data will be processed and about the existence of this Policy.**

Groupon will ensure that data subjects are able to access a complete copy of this Policy on its websites and mobile applications, at [www.groupon.ie/legal/bcr](http://www.groupon.ie/legal/bcr).

Groupon Companies ensure when they are a controller of European Personal Data that data subjects are informed in a concise, transparent, intelligible and easily accessible form, using clear and plain language, about how their European Personal Data will be used. Groupon Companies provide such data subjects with at least all information required by European Data Protection Laws, including:

- The **name and contact details of the controller**, (where applicable) the controller's representative in Europe, and the contact details of the DPO;
- The **purposes** for which the European Personal Data will be processed;
- The **lawful basis** on which European Personal Data will be processed in accordance with Rule 2 of this Policy. Where that lawful basis is the controller's legitimate interests, **the specific legitimate interest** on which basis they process European Personal Data will be identified;
- the **recipients or categories of recipients** of European Personal Data;
- the **safeguards** in place to protect European Personal Data when it is **transferred internationally** and how to obtain a copy of such safeguards. In the case of transfers of European Personal Data between an Exporting Entity and an Importing Entity based on this Policy, the information provided will include reference to this Policy; how to access it; information on data subjects' third party beneficiary rights with regard to the processing of their personal data and on the means to exercise those rights; the clause relating to liability under the Policy and the clauses relating to the data protection principles;
- the **length of time for which European Personal Data will be retained**, or the criteria applied to calculate this;
- **data subjects' rights** in relation to European Personal Data, namely to: access, rectify, erase, restrict, object to the processing of European Personal Data, to data portability; where processing is based on consent, the right to withdraw consent; and to complain to a competent Supervisory Authority;
- **whether the provision of the European Personal Data is a statutory or contractual requirement**, or a requirement necessary to enter into contract, as well as whether the data subject is obliged to provide the personal data and the consequences of the failure to provide European Personal Data in such circumstances;

- **the source and categories of European Personal Data** which is received from a source other than the data subject themselves; and
- At least where required by European Data Protection Law, **details of the use of European Personal Data for automated decision-making**, the logic involved, as well as the significance and the envisaged consequences of the processing.

Groupon Companies will provide that information **at the time when European Personal Data is obtained** by Groupon Companies or, where Groupon Companies obtain European Personal Data from a source other than the data subject, **within a timeframe otherwise permitted under European Data Protection Laws** (i.e. (a) within a reasonable period of obtaining the European Personal Data and no later than one month; (b) if the personal data are to be used for communication with the data subject, at the latest at the time of the first communication to that data subject; or (c) if a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed).

Where, in accordance with Rule 3, a Groupon Company intends to further process European Personal Data for a purpose other than that for which it was originally collected, the Groupon Company will provide the data subject, before the further processing begins, with information on that other purpose and with any relevant further information as described above.

Groupon Companies will follow this Rule 1 unless there is a legitimate basis for not doing so under European Union or Member State law (e.g. where not providing information is necessary to safeguard national security or defence, for the prevention or detection of crime, taxation purposes, legal proceedings, where processing takes place to protect the data subject's vital interests, or where otherwise permitted by applicable European law).

## **RULE 2 – LAWFULNESS**

**Rule 2 – Groupon Companies will have a lawful basis for processing European Personal Data.**

Groupon Companies when they are a controller of European Personal Data will ensure that for each purpose for which they process European Personal Data, they have a lawful basis for processing that European Personal Data under European Data Protection Laws. In particular, unless otherwise permitted or required by any specific provisions of a particular European Union or Member State law, Groupon Companies will only process European Personal Data where:

- the data subject has given **consent** to the processing of his or her European Personal Data and that consent meets the required standards under European Data Protection Laws;
- the processing is **necessary for the performance of a contract** to which the data subject is a party, or in order to take steps at the request of the data subject before entering into a contract;
- the processing is **necessary for compliance with a legal obligation** to which the Groupon Company is subject where that legal obligation derives from European law or the law of a European Member State;
- the processing is **necessary in order to protect the vital interests** of the data subject or of another individual; or



- the processing is **necessary for the purposes of the legitimate interests pursued by a Groupon Company or by a third party**, except where those interests are overridden by the interests or fundamental rights and freedoms of the data subject.

Where the processing of European Personal Data relates to criminal convictions and offences or related security measures, a Groupon Company will not carry out such processing unless the processing is under the control of official authority or where it is authorised by European Union or Member State laws that provide appropriate safeguards for the rights and freedoms of data subjects.

### **RULE 3 – PURPOSE LIMITATION**

**Rule 3 – Groupon Companies will only process European Personal Data for a different or new purpose if that purpose is compatible with the purpose for which the European Personal Data were initially collected.**

Groupon Companies when they are a controller of European Personal Data will only process European Personal Data for **specified, explicit and legitimate purposes**.

If Groupon Companies wish to process European Personal Data for a different or new purpose other than that notified to data subjects, they will not further process that information in a way incompatible with the purpose for which it was collected. In determining whether the processing for another purpose is compatible with the purpose for which the European Personal Data was initially collected, the Groupon Companies will take into account the following factors:

- Any link between the purposes for which the European Personal Data have been collected and the purposes of the intended further processing;
- The context in which the European Personal Data have been collected, in particular regarding the relationship between data subjects and the controller;
- The nature of the European Personal Data, in particular whether special categories of personal data or personal data related to criminal convictions and offences are processed;
- The possible consequences of the intended further processing for data subjects; and/or
- The existence of appropriate safeguards, which may include encryption or pseudonymisation.

If Groupon Companies are not satisfied that the processing is compatible with the original processing, the data subject's **consent** will be required, unless the processing is based on the law of the European Union or a Member State which constitutes a necessary and proportionate measure in a democratic society to safeguard important objectives of general public interest.

Where Groupon Companies intend to further process European Personal Data for a purpose other than that for which the European Personal Data was collected, Groupon Companies shall provide individuals prior to that further processing with information on those other purposes and with any relevant information as referred to in Rule 1 above.

### **RULE 4 – DATA MINIMISATION**

**Rule 4 – Groupon Companies will only process European Personal Data which is adequate, relevant and limited to what is necessary for the purposes for which it is processed.**

Groupon Companies when they are a controller of European Personal Data will process the **minimum amount of European Personal Data that is required** in order to properly fulfil the purpose or purposes for which it is processed.

#### **RULE 5 – ACCURACY**

**Rule 5 – Groupon Companies will keep European Personal Data accurate.**

In order to ensure that European Personal Data held by Groupon Companies is **accurate and up to date**, Groupon Companies will actively **encourage data subjects to inform the Groupon Companies** with which they interact when such European Personal Data changes. Having regard to the purposes for which European Personal Data is processed, Groupon Companies when they are a controller of European Personal Data will take every reasonable step to ensure that European Personal Data that is inaccurate is erased or rectified without undue delay.

One way the Groupon Companies will ensure that they keep personal data accurate among them, (including in relation to updates or modifications of personal data that has already been transferred) is by storing European Personal Data centrally in databases which are accessed and maintained by all relevant Groupon Companies as appropriate. For example, if a data subject informs Groupon in France about a change in their contact email address for their account with Groupon in France, this change will be recorded in a central database and is available to relevant Groupon Companies immediately. In addition, account settings make provision for customers to log in and update their own information.

#### **RULE 6 – LIMITED STORAGE PERIODS**

**Rule 6 – Groupon Companies will retain European Personal Data only for as long as is necessary for the purposes for which it is collected and processed.**

Groupon Companies when they are a controller of European Personal Data will comply with their respective record retention policies and schedules as revised and updated from time to time to ensure that European Personal Data is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which that European Personal Data is processed.

Groupon Companies will ensure that they retain European Personal Data for only as long as is necessary by storing European Personal Data centrally in databases which are accessed and maintained by all relevant Groupon Companies as appropriate. For example, in relation to Customer Data, each Groupon Company will be responsible for setting its own data retention periods based on framework guidance issued at a global level within the Groupon Companies. When European Personal Data is deleted by a Groupon Company in accordance with its respective record retention policies and schedules then that European Personal Data will no longer be accessible by the other Groupon Companies in the relevant central database.

#### **RULE 7 – SPECIAL CATEGORY DATA**

**Rule 7 – Groupon Companies will not process special categories of personal data unless an exemption from the prohibition on processing such special categories of personal data under European Data Protection Laws applies.**

Groupon Companies when they are a controller of European Personal Data will only process European Personal Data relating to a data subject's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning health or data concerning a natural person's sex life or sexual orientation, and genetic or biometric data for the purpose of uniquely identifying a person where permitted by European Data Protection Laws. Such processing is only permitted on certain grounds, with the following being most relevant to processing undertaken by Groupon Companies:

- the data subject has given their **explicit consent** to the processing;
- the processing is **necessary for the purposes of carrying out the obligations and exercising specific rights of Groupon Companies or of the data subject in the field of employment and social security and social protection law** insofar as it is authorised by European Data Protection Laws or a collective agreement pursuant to European Data Protection Laws providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- processing relates to personal data which are manifestly made public by the data subject;
- the processing is **necessary for the establishment, exercise or defence of legal claims**; or
- the **processing is necessary for reasons of substantial public interest** on the basis of European or Member State law provided that it is proportionate to the aim pursued, respects the essence of data protection, and provides for suitable and specific measures to safeguard the fundamental rights and interests of the data subject.

## **RULE 8 – SECURITY**

### **Rule 8A – Groupon Companies will keep European Personal Data secure.**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Groupon Companies when they are a controller or a processor of European Personal Data will implement **appropriate technical and organisational measures to protect European Personal Data against** accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, in particular where processing involves transmission of European Personal Data over a network, and against all other unlawful forms of processing. The Groupon Companies will **comply with Groupon's security policies** in place within Groupon as revised and updated from time to time together with any other security procedures relevant to a business area of function.

### **Rule 8B – Groupon Companies will adhere to Groupon's breach notification policies**

In the **event of a personal data breach involving European Personal Data**, Groupon Companies when they are a controller or a processor of European Personal Data shall adhere to their respective **personal data breach notification policies** (as revised and updated from time to time). These policies set out the processes that Groupon Companies must follow, in accordance with European Data Protection Laws, to:

- **notify Groupon International Limited** without undue delay of any personal data breaches;
- **notify the DPO** without undue delay of any personal data breaches;
- **notify the Groupon Company acting as a controller** without undue delay of any personal data breaches when a Groupon Company acting as a processor becomes aware of any personal data breaches;
- **notify the competent Supervisory Authority** of a personal data breach involving European Personal Data without undue delay and, where feasible, not later than 72 hours after having become aware of the personal data breach, unless such personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- **notify data subjects** of a personal data breach involving European Personal Data without undue delay where such breach is **likely to result in a high risk** to the rights and freedoms of data subjects, unless such notification is not required under European Data Protection Laws; and
- **maintain a documented record** of any personal data breaches involving European Personal Data, comprising at least a description of the facts relating to a personal data breach, its effects, and the remedial action which has been or will be taken. Such documentation will be made available to Supervisory Authorities on request.

**Rule 8C – Groupon Companies will ensure that Groupon Companies and/or third parties acting as service providers or processors keep European Personal Data secure.**

Groupon Companies which appoint a Groupon Company or third party as a processor to process European Personal Data when they are a controller or a processor of such data will **comply with Groupon's due diligence processes** for the selection of the processor to ensure that the processor can provide sufficient guarantees that they will implement technical and organisational measures in such a manner that **processing will meet the requirements of this Policy and European Data Protection Laws**, and to ensure the protection of the rights of data subjects.

Groupon Companies shall **impose contractual obligations in writing on the processor** which are required by European Data Protection Laws. These contractual obligations will include details of the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller and ensure that such service providers:

- act only on the Groupon Company's instructions when processing that information including with regard to transfers of such information to a Third Country or an international organisation, unless required to do so by European Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest ;
- ensure that persons authorised to process European Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- taking into account the nature of the processing and insofar as this is possible, assist the Groupon Company in relation to the fulfilment of that Groupon Company's obligations: i) to respond to requests from individuals relating to their rights under European data protection law; and ii) relating to the security of processing, the notification of personal data breaches, and the requirements to carry out data protection impact assessments and for prior consultation with supervisory authorities;
- comply with the Groupon Company's instructions in relation to the appointment of sub-processors and in particular not to engage another processor without the prior specific or general written authorisation of the Groupon Company, and in the case of general written authorisation, shall inform the Groupon Company of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes;
- where the processor engages another processor for carrying out specific processing activities on behalf of the Groupon Company to include the same data protection obligations as are set out in the contract with the processor in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European data protection law. Where the other processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the Groupon Company the performance of that other processor's obligations
- delete or return, at the choice of the Groupon Company, all European Personal Data processed on behalf of the Groupon Company to the Groupon Company after the end of the provision of the service provider's services;
- make available to the Groupon Company such information necessary to demonstrate compliance with the service provider's obligations under its contract with the Groupon Company, and allow for and contribute to audits conducted by the Groupon Company or another auditor appointed by the Groupon Company; and
- have in place appropriate technical and organisational security measures to safeguard the European Personal Data processed on behalf of the Groupon Company.

Where one Groupon Company is processing European Personal Data as a processor on behalf of another Groupon Company, the subject-matter and duration of the processing, the nature and purpose of the processing, the types of European Personal Data and the categories of Data Subjects will be set out in a document agreed between the parties substantially in the form set out in Appendix 6.

#### **RULE 9 – TRANSFERS AND ONWARD TRANSFERS**

**Rule 9 – Groupon Companies will only transfer European Personal Data to a Third Country to a third party acting as a controller or a processor if adequate protection is ensured.**

Groupon Companies **will not make transfers of European Personal Data which are undergoing processing or are intended for processing by a third party in a Third Country unless:**

- **appropriate safeguards** are provided for the European Personal Data, for example, by execution of the European Commission approved Standard **Contractual Clauses**; or

- otherwise permitted by European Data Protection Law, including where the:
  - data subject has **explicitly consented** to the proposed transfer, after having been informed of the possible risks due to the absence of a finding of adequacy and other appropriate safeguards;
  - transfer is **necessary for the performance of a contract** between the data subject and the controller or the implementation of pre-contractual measures taken at the data subject's request;
  - **transfer is necessary for the conclusion or performance of a contract concluded in the interests of the data subject**;
  - transfer is necessary for the **establishment, exercise, or defence of legal claims**; or
  - transfer is required pursuant to the judgment of any court or tribunal or the decision of an administrative authority of a Third Country and such requirement is recognised or enforceable pursuant to an international agreement in place between the requesting third party and the relevant European Member State.

#### **RULE 10 – RIGHTS OF DATA SUBJECTS**

**Rule 10 – Groupon Companies will, where required by European Data Protection Laws, honour data subjects' rights in relation to their European Personal Data.**

On request, data subjects whose personal data is processed under this Policy are entitled in certain circumstances, as prescribed by European Data Protection Law, to:

- receive information regarding the collection and processing of their European Personal Data (as further described in Rule 1);
- request access to or rectification, completion, erasure, or restriction, as appropriate of their European Personal Data, and receive notification regarding any such rectification, erasure or restriction;
- exercise their right to data portability in relation to their European Personal Data; and/or
- object to the processing of their European Personal Data, including processing for direct marketing purposes and to profiling to the extent that it is related to such marketing.

Groupon Companies that are controllers for the European Personal Data will adhere to their procedures for honouring data subjects' rights in relation to European Personal Data, and will deal with such requests in accordance with European Data Protection Laws.

Furthermore, European Data Protection Laws require that a controller may not make an evaluation of, or decision about, a data subject that significantly affects him or her based solely on the automated processing of that data subject's European Personal Data, except in circumstances prescribed by European Data Protection Law. Where circumstances exist to permit such automated decision-making, Groupon Companies when controllers of European Personal Data will put in place measures to protect the rights and freedoms and legitimate interests of data subjects. These measures will include at least the right to obtain human intervention on the part of the Groupon Companies, the right for the data subject to express his or her point of view, and the right to contest the decision.



## SECTION B: ACCOUNTABILITY AND PRACTICAL COMPLIANCE

### RULE 11 – ACCOUNTABILITY OBLIGATIONS

**Rule 11A – Groupon Companies will have appropriate staff and support to implement and oversee compliance with this Policy.**

Each Groupon Company acting as a controller of European Personal Data shall be responsible for, and shall be able to demonstrate compliance with, this Policy.

Groupon has a **global privacy function**, which is overseen by the Groupon Privacy Office (“**Privacy Office**”). The Privacy Office which is comprised of various company leaders from Groupon legal, engineering, human resources, information security, and global operations, and the DPO.

Groupon’s legal department manages the day-to-day operation of the Privacy Office, and consults with the DPO when necessary and other company leaders from different business groups as necessary. The DPO has been appointed on the basis of professional qualities and, in particular, their knowledge of European Data Protection Law and practices. The DPO has free access to Groupon’s General Counsel, who is an officer of Groupon, Inc. The DPO directly reports to the highest management level of Groupon and can inform that level if any questions or problems arise during the performance of their duties as DPO. The DPO shall make available their contact details on Groupon’s websites.

The DPO shall not have primary responsibility for any tasks that could result in a conflict of interest. This may include carrying out data protection impact assessments under Rule 11C, data transfer impact assessments under Rule 16A or compliance audits under Rule 13. However, notwithstanding the foregoing, it is encouraged that the advice of the DPO be sought by those carrying out such tasks.

Interested employees are also appointed as Privacy Champions within Groupon Companies, who assist in ensuring that Groupon’s assessments of new processing activities involving European Personal Data are carried out.

**Rule 11B – Groupon Companies will maintain a written (in electronic form) record of their categories of processing activities involving European Personal Data and make that record available to competent Supervisory Authorities on request.**

Groupon maintains **written (in electronic form) records of processing activities relevant to the processing of European Personal Data by each Groupon Company.**

The data processing records maintained by Groupon Companies will contain:

- the Groupon Company’s name and contact details and, where applicable, the joint controller, the joint controller’s representative and the Data Protection Officer;
- the purposes for which European Personal Data is processed;
- a description of the categories of individuals about whom European Personal Data is processed and the European Personal Data processed;

- the categories of recipients to whom European Personal Data has been or will be disclosed including recipients in third countries or international organisations;
- details of the Third Country or countries to which European Personal Data is transferred, **including the identification of that Third Country or international organisation and the documentation of suitable safeguards in the event of transfers permitted on the basis that** the transfer is not repetitive, concerns only a limited number of data subjects, is necessary for the purposes of compelling legitimate interests pursued by the Groupon Company acting as controller of the relevant European Personal Data which are not overridden by the interests or rights and freedoms of the data subject, and the Groupon Company acting as controller of the relevant European Personal Data has assessed all of the circumstances surrounding the transfer (and has on the basis of that assessment, provided suitable safeguards with regard to the protection of the relevant European Personal Data);
- where possible, the period for which European Personal Data will be retained; and
- where possible, a general description of the technical and organisational security measures used to protect European Personal Data.

Those records will be made available to competent Supervisory Authorities on request. Such records of Groupon Companies' processing activities will contain the information required by European Data Protection Laws.

**Rule 11C – Groupon Companies will carry out data protection impact assessments for high risk processing involving European Personal Data and consult a competent Supervisory Authority if necessary.**

Groupon Companies when they are a controller of European Personal Data **assess new processing activities that involve European Personal Data**, taking into account the nature, scope, context and purposes of the processing. Where such processing activities are likely to result in a high risk to the rights and freedoms of natural persons, Groupon Companies will carry out **data protection impact assessments** in accordance with their data protection impact assessment policies.

Where such data protection impact assessments indicate that the processing would result in a residual high risk in the absence of measures taken by the Groupon company to mitigate the risk, Groupon Companies when controllers of European Personal will carry out a consultation with the competent Supervisory Authority prior to the processing.

**Rule 11D – Groupon Companies will implement appropriate technical and organisational measures to enable and facilitate compliance with this Policy in practice.**

Taking into account the state of the art and cost of implementation and the scope, nature, context and purposes of the processing, Groupon Companies will, at the time of determining the means of processing of European Personal Data, and at the time of processing itself, implement **appropriate technical and organisational measures which are designed to meet the principles of data protection by design and by default, as set out in European Data Protection Laws, and to facilitate compliance with the requirements set out in this Policy.**



Each Groupon Company shall be responsible for and able to demonstrate compliance with the Policy and will integrate such measures into the processing when determining the means of the processing, and the time of processing itself to facilitate the protection of European Personal Data being processed, and in order to ensure that, by default, only European Personal Data which is necessary for each specific purpose of the processing is processed.

#### **RULE 12 – COMPLAINTS**

**Rule 12 – Groupon Companies will comply with the Complaint Handling Procedure.**

Groupon Companies will **ensure compliance with the Complaint Handling Procedure** ([Appendix 2](#)) in respect of European Personal Data.

#### **RULE 13 – AUDIT**

**Rule 13 – Groupon Companies will comply with the Audit Protocol.**

Groupon Companies will **ensure compliance with the Audit Protocol** ([Appendix 3](#)) in respect of European Personal Data. This Protocol describes how Groupon Companies will be audited in relation to their compliance with this Policy.

#### **RULE 14 – CHANGES**

**Rule 14 – Groupon Companies will comply with the Change Procedure.**

Groupon Companies will **ensure compliance with the Change Procedure** ([Appendix 4](#)). This Procedure sets out how Groupon Companies will report and record changes to the Policy.

Groupon International Limited will inform the competent Supervisory Authorities at least once a year if no changes have been made.

When providing the Supervisory Authorities with an annual update or notification, Groupon International Limited will include a renewal of the confirmation that it has sufficient assets, or has made appropriate arrangements to enable itself to pay compensation for damages resulting from a breach of this Policy.

#### **RULE 15 – COOPERATION WITH DATA PROTECTION AUTHORITIES**

**Rule 15 – Groupon Companies will comply with the Co-operation Procedure.**

Groupon Companies will **ensure compliance with the Co-operation Procedure** ([Appendix 5](#)). This Procedure sets out how Groupon Companies will cooperate with, accept audits by, and comply with the advice of competent Supervisory Authorities on any issue related to the Policy.

## RULE 16 – REPORTING

**Rule 16 – Groupon Companies will report to the competent supervisory authorities any legal requirements to which they are subject under the laws of a country outside the European Economic Area which are likely to have a substantial adverse effect on the guarantees provided under this Policy.**

Where a Groupon Company has reasons to believe that the **legislation applicable to it either prevents the Groupon Company from fulfilling its obligations under this Policy, or has substantial effect on the guarantees provided under this Policy**, the Groupon Company will promptly **inform the Exporting Entity, Groupon International Limited and the DPO** unless prohibited by law or a law enforcement authority (for example, in instances in which the Groupon Company is subject to a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). The Exporting Entity, Groupon International Limited and the DPO will then promptly identify such supplementary measures (such as technical and organisational security measures to ensure safety and security) to be adopted by the Exporting Entity and/or Importing Entity as appropriate, in order to enable them to fulfil their obligations under this Policy. This procedure will also apply if the Exporting Entity believes that an Importing Entity can no longer fulfil its obligations under this Policy. Where a legal requirement to which an Importing Entity is subject is likely to have a substantial adverse effect on the guarantees provided by this Policy, the Groupon Company will report this conflict to the competent Supervisory Authority.

Where the Exporting Entity, Groupon International Limited and the DPO determine that the Policy cannot be complied with even with the accompaniment of supplementary measures, or if requested to do so by the competent Supervisory Authority, the Exporting Entity shall suspend the applicable transfers of European Personal Data, and all other transfers by any other Groupon Company for which the same assessment and reasoning would lead to a similar result shall also be suspended. Such transfers will only commence again when compliance with the Policy is ensured.

Groupon International Limited and the DPO will inform the Groupon Companies of any assessments carried out to determine supplementary measures as outlined above, so that such measures may (and will) be applied by the Groupon Companies in relation to transfers of the same type. Equally, where effective supplementary measures could not be put in place, the Groupon Companies shall be notified of this and the applicable transfers shall be suspended or ended.

Exporting Entities will monitor, on an ongoing basis, and where appropriate in collaboration with Importing Entities, developments in the Third Countries to which the Exporting Entities have transferred European Personal Data, that could affect the initial assessment of the level of protection and the decisions taken accordingly on such transfers.

Similarly, (and in addition to those other obligations of the Importing Entity described above in this Rule 16), where an Importing Entity receives a legally binding request for disclosure of European Personal Data by a law enforcement authority, state security or other public body, the Importing Entity will, unless otherwise prohibited, inform the Exporting Entity and, where possible, the data subject (with the assistance of the Exporting Entity, if necessary). It will provide information about the European Personal Data requested, the requesting body, the legal basis for the disclosure and the response provided. The Importing Entity will also, unless otherwise prohibited, notify the Exporting Entity and, where possible, the data subject (with assistance of the Exporting Entity, if necessary) if it becomes aware of any direct access by a law enforcement authority, state security

or other public body to European Personal Data transferred pursuant to this Policy in accordance with the laws of the country of destination. Such notification will include all information available to the Importing Entity regarding such access. If either of the types of notification in this paragraph are prohibited, the Importing Entity will use its best efforts to obtain the right to waive the prohibition in order to communicate as much information as possible and as soon as possible, and will document its best efforts in order to be able to demonstrate that it did so.

The Importing Entity will, on an annual basis, provide as much relevant information on the requests it received during the previous twelve (12) month period to the Exporting Entity (including, for example and where possible, the number of applications for disclosure, type of personal data requested, the requester, whether requests have been challenged and the outcome of such challenge). If the Importing Entity is or becomes partially or completely prohibited from providing the Exporting Entity with the aforementioned information, it will, without undue delay, inform the Exporting Entity. The aforementioned categories of information shall be preserved for as long as the relevant European Personal Data is subject to the safeguards provided by this Policy and it shall be made available to any competent Supervisory Authority upon request.

The Importing Entity will review the legality of any requests for disclosure, including whether it remains within the powers granted to the requesting law enforcement authority, state security or other public body, and will challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The Importing Entity will, under the same conditions, pursue the possibilities of appeal. When challenging a request, the Importing Entity will seek interim measures with a view to suspending the effect(s) of the request until the competent judicial authority has decided on its merits. It will not disclose the relevant European Personal Data requested until required to do so under the applicable procedural rules. The Importing Entity will document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the Exporting Entity and provide it to the competent Supervisory Authority on request.

In any event, Importing Entities must ensure that any transfers of European Personal Data they make to a law enforcement authority or state security body are not massive, disproportionate or indiscriminate in a manner that would go beyond what is necessary in a democratic society. Importing Entities must provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

**16A - Groupon Companies will carry out a transfer impact assessment before making transfers under this Policy**

Groupon Companies will carry out a transfer impact assessment to assess if the legislation applicable to them prevents them from fulfilling their obligations under this Policy, or has a substantial effect on the guarantees provided under this Policy before making transfers under this Policy or in the event that the relevant legislation is modified. In carrying out the assessment Groupon Companies will take into account:

- the specific circumstances of the transfer such as the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred European Personal Data; the economic sector in which the transfer occurs; and the storage location of the data transferred; and

- the laws and practices of the Third Country (including those requiring the disclosure of data to public authorities or authorising access by such authorities) relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards.

The assessment of Third Country laws and practices shall be based on the understanding that the laws and practices that respect the essence of the fundamental rights and freedoms (and do not exceed what is necessary and proportionate in a democratic society to safeguard: (i) national security; (ii) defence; (iii) public security; (iv) the prevention, investigation, detection or prosecution of crime or the execution of associated penalties; (v) other important objectives of general public interest of Europe (or any territory therein); (vi) the protection of judicial independence and judicial proceedings; (vii) the prevention, investigation, detection and prosecution of breaches of ethics for regulated professions; (viii) a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to above; (ix) the protection of the data subject or the rights and freedoms of others; or (x) the enforcement of civil law claims) are not in contradiction with this Policy.

In making an assessment of Third Country laws and practices Groupon Companies will take into account, in particular, the following factors:

- the specific circumstances of the transfers or set of transfers, and of any envisaged onward transfers within the same Third Country or to another Third Country, including:
  - purposes for which the data are transferred and processed (such as marketing, HR, storage or IT support);
  - types of entities involved in the processing of the European Personal Data (the Importing Entity and any further recipient of any onward transfer);
  - economic sector in which the transfer or set of transfers occur;
  - categories and format of the European Personal Data transferred;
  - location of the processing of the European Personal Data, including storage; and
  - transmission channels used;
- the laws and practices of the Third Country of destination relevant in light of the circumstances of the transfer, including those requiring the disclosure of personal data to public authorities or authorising access by such authorities and those providing for access to such data when in transit between the country of the Exporting Entity and the country of the Importing Entity, as well as the applicable limitations and safeguards and;
- any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under this Policy, including measures applied during the transmission and to the processing of the personal data in the country of destination.

Groupon Companies will put in place such contractual, technical or organisational safeguards as may be appropriate in the circumstances to supplement the safeguards in this Policy in light of the law and practice in the Third Country so as to ensure an essentially equivalent level of protection for European Personal Data. In the event safeguards in addition to those envisaged under this Policy are to be implemented, Groupon International Limited and the DPO will be informed and involved in the assessment. Groupon Companies will document appropriately any assessment carried out on the basis of the foregoing, as well as the supplementary measures selected and implemented, where applicable. Such documentation shall be made available to the competent Supervisory Authority on request.

No transfer of European Personal Data shall be made by an Exporting Entity to an Importing Entity unless the Importing Entity is effectively bound by this Policy and can comply with this Policy. If an Importing Entity is unable to comply with this Policy for any reason, including in the event that any of those situations described above in this Rule 16A arise, or the Importing Entity otherwise breaches the Policy, it will promptly inform the Exporting Entity. Upon being made aware of the Importing Entity's non-compliance with or breach of the Policy, the Exporting Entity will suspend the transfer. At the choice of the Exporting Entity, the Importing Entity shall then immediately return or delete all the transferred European Personal Data (including any copies) where:

- the Exporting Entity has suspended the transfer and the Importing Entity's compliance with the Policy is not restored within a reasonable time, and in any event within one month of suspension;
- the Importing Entity is in substantial or persistent breach of the Policy; or
- the Importing Entity fails to comply with a binding decision of a competent court or Supervisory Authority regarding its obligations under the Policy.

Where applicable, the Importing Entity will certify to the Exporting Entity that it has deleted the transferred European Personal Data. Until the return or deletion of the transferred European Personal Data as applicable, the Importing Entity will continue to comply with the Policy. In the event that local laws applicable to the Importing Entity prohibit the return or deletion of the transferred European Personal Data in accordance with the above, the Data Importer hereby warrants that it shall continue to comply with the Policy and only process the European Personal Data to the extent and for as long as required under such local laws.

Should an Importing Entity cease to be bound by this Policy it may, with the agreement of the Exporting Entity, keep, return or delete the European Personal Data received pursuant to this Policy. If it is agreed that the Importing Entity shall keep the European Personal Data, alternative Third Country transfer measures for protecting such European Personal Data as permitted European Data Protection Law shall be implemented.

## **RULE 17 – TRAINING**

**Rule 17 – Groupon Companies will provide appropriate and up-to-date training about this Policy to Workers who have permanent or regular access to European Personal Data and/or who are involved in the collection of such European Personal Data or in the development of tools used to process such European Personal Data.**

Groupon Companies will **provide appropriate and up-to-date training about this Policy to Workers howsoever employed, engaged or retained by them who have permanent or regular access to European Personal Data** and/or who are involved in the collection of such European Personal Data or in the development of tools used to process such European Personal Data. Training will include procedures for managing requests for access to personal data by public authorities and cover such other topics as the Groupon Companies deem relevant from time to time for the purposes of ensuring compliance with this Policy and the obligations of the Groupon Companies pursuant to European Data Protection Laws. Workers will receive training upon the commencement of their employment or engagement and at least once annually thereafter.

## SECTION C: THIRD PARTY BENEFICIARY RIGHTS FOR EUROPEAN PERSONAL DATA UNDER THIS POLICY

### RULE 18 – THIRD PARTY BENEFICIARY RIGHTS

**Rule 18 – Data subjects whose European Personal Data is transferred from an Exporting Entity acting as a controller to an Importing Entity pursuant to this Policy have rights as third party beneficiaries.**

Data subjects whose European Personal Data is transferred from an Exporting Entity to an Importing Entity under this Policy are able to benefit from rights to enforce the Policy. These rights are to enforce compliance with:

- Rule 1 (Transparency);
- Rule 2 (Lawfulness);
- Rule 3 (Purpose limitation);
- Rule 4 (Data minimisation);
- Rule 5 (Accuracy);
- Rule 6 (Storage limitation);
- Rule 7 (Special category data);
- Rule 8 (Security);
- Rule 9 (Transfers and onward transfers);
- Rule 10 (Data subjects' rights);
- Rule 11D (Data Protection by Design and by Default);
- Rule 12 (Complaints);
- Rule 15 (Cooperation with Supervisory Authorities);
- Rule 16 (Action where national legislation prevents compliance with the Policy);
- Rule 16A (Transfer Impact Assessments);
- Rule 18 (Third party beneficiary rights); and
- Section 3.3 of Appendix 4 (Updates to this Policy).

These data subjects are able to enforce such rights by:

- **making a complaint to:**
  - Groupon International Limited; and/or
  - the Supervisory Authority in the European Member State in which the alleged infringement took place or in which the data subject works or habitually resides; and/or
- **bringing proceedings** against Groupon International Limited in:
  - Ireland; or
  - the European Member State , as appropriate, in which the data subject has their habitual residence.

These data subjects also have the right to:

- **seek appropriate redress** from Groupon International Limited, including:
  - agreement by Groupon International Limited to take the necessary action to remedy any breach of the Rules listed above by any Importing Entity; and

- where appropriate, to receive compensation from Groupon International Limited for any damage, whether material or non-material, suffered as a result of a breach of the Rules listed above by an Importing Entity, in accordance with the determination of a court or other competent authority; and
- **obtain a copy of the Policy** and the Intra-Group Agreement entered into by Groupon in connection with the Policy, each as updated from time to time. The Policy is available at [www.groupon.ie/legal/bcr](http://www.groupon.ie/legal/bcr).

For the purposes of enforcing their rights, data subjects may be represented by a not-for-profit body, organisation or association which has been properly constituted in accordance with the law of the applicable Member State, has statutory objectives that are in the public interest, and is active in the field of the protection of data subjects' rights and freedoms with regard to the protection of their personal data.

Groupon agrees that if an Importing Entity violates the Rules listed above in this rule 18, the courts or other competent authorities in Europe, as appropriate, will have jurisdiction in the proceedings described above and the data subject will have the rights and remedies against Groupon International Limited as if the violation had been caused by Groupon International Limited, instead of the Importing Entity.

#### **RULE 19 – BURDEN OF PROOF**

**Rule 19 – The burden of proof in claims made under Rule 18 lies with Groupon International Limited, not the data subject.**

In the event of a claim being made pursuant to Rule 18 in which a data subject has suffered damage, Groupon has agreed that the burden of proof to show that an Importing Entity is not responsible for the breach, or that no such breach took place, will rest with Groupon International Limited. If Groupon International Limited can prove that the Importing Entity is not responsible for the event giving rise to the material or non-material damage, Groupon International Limited may discharge itself from any responsibility.

## APPENDICES

### APPENDIX 1 – LIST OF Groupon COMPANIES

Name of Groupon Company	Company Registration Number	Registered address	Website address (if applicable)
<b>Non-EEA Members</b>			
Groupon, Inc.	4489613	35 W Wacker Dr, Chicago 60601 IL, USA	<a href="https://www.groupon.com/">https://www.groupon.com/</a>
Groupon Australia Pty Ltd	ACN 147 834 151	c/- Teddington, Suite 17, Minton House, 2-14 Bayswater Road, Potts Point, NSW 2011, Australia	<a href="https://www.groupon.com.au/">https://www.groupon.com.au/</a>
Groupon Shared Services Private Limited	U74900TN2015FTC101421	DLF-SEZ IT Park, BLK-3 1st FLR 1/124 Shivaji Grdn Manapakkam, Ramapuram, Mount Poonamallee Road Chennai Chennai TN IN 600090, India	n/a
Groupon Goods Global GmbH	CHE-497.202.638	c/o Bovadis Partner Treuhand AG, Herrenacker 15, 8200 Schaffhausen, Switzerland	n/a
Groupon International Travel GmbH	CHE-182.898.064	c/o Bovadis Partner Treuhand AG, Herrenacker 15, 8200 Schaffhausen, Switzerland	n/a
Groupon International GmbH	CHE-182.898.064	c/o Bovadis Partner Treuhand AG, Herrenacker 15, 8200 Schaffhausen, Switzerland	n/a
Groupon FZ-LLC	Licence Number L-756	08-119, 8th Floor, The Offices 4, One Central, DWTC Dubai, United Arab Emirates	<a href="https://www.groupon.ae/">https://www.groupon.ae/</a>
MyCityDeal Limited	7112363	Floor 11, Aldgate Tower, 2 Leman Street, London E1 8FA	<a href="https://www.groupon.co.uk/">https://www.groupon.co.uk/</a>
Groupon Goods UK Ltd	9012245	Floor 11, Aldgate Tower, 2 Leman Street, London E1 8FA	<a href="https://www.groupon.co.uk/">https://www.groupon.co.uk/</a>



Cloud Savings Company Ltd	9145979	First Floor Merchants House (North), Wapping Road, Bristol BS1 4RW, UK	<a href="https://www.giftcloud.com/uk">https://www.giftcloud.com/uk</a> <a href="https://www.vouchercloud.com/">https://www.vouchercloud.com/</a>
Invitation Digital Ltd	6570126	First Floor Merchants House (North), Wapping Road, Bristol BS1 4RW, UK	<a href="https://www.vouchercloud.com/">https://www.vouchercloud.com/</a>
Groupon Shop Ltd.	7964930	Floor 11, Aldgate Tower, 2 Leman Street, London E1 8FA	<a href="https://groupon-shop.co.uk/">https://groupon-shop.co.uk/</a>
Giftcloud Ltd	15384530	c/o Groupon, Floor 11, Aldgate Tower, 2 Leman Street, London E1 8FA	<a href="https://www.giftcloud.com/uk">https://www.giftcloud.com/uk</a>
<b>EEA Members</b>			
Groupon International Limited	501358	WeWork Central Plaza, 36 Dame Street, Dublin D02 EF64, Ireland	All non-US websites below are owned and operated by Groupon International Limited
Groupon S.P.R.L.	825606590	Brussels Regus South Station, 4th floor, South Center Titanium, Marcel Broodthaers Square 8, Brussels, 1060, Belgium	<a href="https://www.groupon.be/">https://www.groupon.be/</a>
Groupon France SAS	519 737 357	6 Place de la Madeleine, 75008 Paris, France	<a href="https://www.groupon.fr/">https://www.groupon.fr/</a>
GPV	539225375	6 Place de la Madeleine, 75008 Paris, France	<a href="https://www.groupon.fr/">https://www.groupon.fr/</a>
Groupon Goods France	802 866 327	6 Place de la Madeleine, 75008 Paris, France	<a href="https://www.groupon.fr/">https://www.groupon.fr/</a>
Groupon GmbH	HRB 123512 B	Spaces Spindlershof, Wallstraße 9-13, 10179 Berlin, Germany	<a href="https://www.groupon.de/">https://www.groupon.de/</a>
Groupon Goods Germany GmbH	HRB 157490 B	Spaces Spindlershof, Wallstraße 9-13, 10179 Berlin, Germany	n/a
Groupon Europe GmbH	HRB 123438 B	Spaces Spindlershof, Wallstraße 9-13, 10179 Berlin, Germany	n/a
Groupon-Citydeal	487815	WeWork Central Plaza, 36 Dame Street, Dublin D02 EF64, Ireland	<a href="https://www.groupon.ie/">https://www.groupon.ie/</a>

(Ireland) Limited			
Groupon S.r.l.	(MI)45.4813 59.21193	Via San Marco 21, 20121 Milan, Italy	<a href="https://www.groupon.it/">https://www.groupon.it/</a>
Groupon Goods Italy S.r.l.	MI-2039485	Via San Marco 21, 20121 Milan, Italy	<a href="https://www.groupon.it/">https://www.groupon.it/</a>
Groupon Netherlands B.V.	14130545	Strawinskylaan 1647 (Tower 7) 1077 XX, Amsterdam, Netherlands	<a href="https://www.groupon.nl/">https://www.groupon.nl/</a>
Groupon Goods Netherlands B.V.	854038115	Strawinskylaan 1647 (Tower 7) 1077 XX, Amsterdam, Netherlands	<a href="https://www.groupon.nl/">https://www.groupon.nl/</a>
Groupon Holdings B.V.	50193538	Basisweg 10, 1043 AP Amsterdam, Netherlands	n/a
Groupon Sp.z o.o.	310218	Al. Jerozolimskie 123A, 02-017 Warsaw, Poland	<a href="https://www.groupon.pl/">https://www.groupon.pl/</a>
Groupon Shared Services Poland Sp.z o.o.	530315	Al. Jerozolimskie 123A, 02-017 Warsaw, Poland	n/a
Groupon Spain, SLU	M-490640	Calle del Pintor Juan Gris 4, 1a Planta, 28020 Madrid, Spain	<a href="https://www.groupon.es/">https://www.groupon.es/</a>
Groupon Goods Spain, S.L.	M-635879	Calle del Pintor Juan Gris 4, 1a Planta, 28020 Madrid, Spain	<a href="https://www.groupon.es/">https://www.groupon.es/</a>
Groupon Management, LLC (Czech branch)	194 91 450	Vrchlického 479/51, Prague 15000	n/a

## **APPENDIX 2 - COMPLAINT HANDLING PROCEDURE**

### **1. Introduction**

The purpose of this Complaint Handling Procedure is to explain how complaints brought by a data subject whose European Personal Data is processed by a Groupon Company under the Policy are dealt with.

### **2. HOW YOU CAN BRING A COMPLAINT**

All complaints made under the Policy - whether a Groupon Company is processing European Personal Data on its own behalf or on behalf of another Groupon Company acting as a controller - can be brought in writing to the relevant points of contact described in the privacy notice made available to a particular data subject, in addition to those set out below.

Complaints may be made directly to Groupon's Individuals' Rights Coordination Team using the portal available [here](#).

Complaints may also be made directly to Groupon's DPO by email or by post using the contact details below:

Email: [dpo@groupon.com](mailto:dpo@groupon.com)

Post: The postal address of the Groupon office in the country where the data subject is located, available in the Groupon Privacy Statement available via the Groupon website. Alternatively, complaints may be made directly to Groupon's DPO at:

Groupon International Limited, ATTN: Data Protection Officer, WeWork Central Plaza, 36 Dame Street, Dublin D02 EF64, Ireland.

Data subjects can also contact Groupon using means set out in privacy notices provided to them.

### **3. RESPONSES TO COMPLAINTS**

#### **3.1 How will complaints be handled?**

Complaint handling will be managed by Groupon's Individuals' Rights Coordination Team together with the DPO, who will investigate the complaint and respond to the data subject. The Individuals' Rights Coordination Team will work with any appropriate departments and individuals to formulate a response.

If a complaint is particularly complex, the Individuals' Rights Coordination Team will liaise with Groupon's Privacy Office, as well as relevant business units, to establish the facts surrounding the complaint and to resolve it appropriately.

If the complaint is upheld, the Individuals' Rights Coordination Team will inform the data subject of that fact, and will implement a remediation plan to ensure that the behaviour which gave rise to the complaint ceases.

If the complaint is rejected, reasons for the rejection will be provided to the data subject, in addition to details of their rights as set out in paragraph 3.3 below.

#### **3.2 What is the response time?**

The Individuals' Rights Coordination Team will investigate and provide a substantive response to the data subject without undue delay and in any event within one month of receipt of the complaint. If, due to the complexity of the complaint, a substantive response cannot be given within this period, the data subject will be advised of the reason for the delay within one month of receipt of the

complaint, and the Individuals' Rights Coordination Team will provide a reasonable estimate for the timescale (not exceeding two further months) within which a response will be provided.

### **3.3 What can you do if you dispute a finding?**

If a data subject considers that their complaint has not been adequately resolved, they can escalate it to Groupon's Privacy Office. The Privacy Office will review the complaint and any further evidence required to make a decision, and will advise the data subject of their decision as to whether they have accepted the original finding, or if they are making a new finding. Such a decision will be made within one month of the escalation.

If, due to the complexity of the complaint, a substantive response cannot be given within this period, the Privacy Office will advise the data subject accordingly and provide a reasonable estimate (not exceeding two further months) of the timescale within which the data subject will be provided with a response. If the complaint is upheld, the Privacy Office will arrange for any necessary steps to be taken as a consequence.

Data subjects whose European Personal Data is processed under this Policy also have the right to make a complaint to a European data protection authority in the country of the data subject's place of work, habitual residence, or in the place of the alleged infringement, and/or to lodge a claim with a court of competent jurisdiction which means in a court in the European country where the relevant Groupon Company is established or in the European country where the data subject resides and this will apply whether or not they have first made a complaint to the Groupon Company. This right applies regardless of whether data subjects have used Groupon's complaint handling procedure.

If the matter relates to European Personal Data which has been exported to an Importing Entity and a data subject wants to make a claim against Groupon, the claim may be made against Groupon International Limited, which has accepted liability for breaches of this Policy by Importing Entities.

## APPENDIX 3 – AUDIT PROTOCOL

### 1. Approach to Groupon Audits

This Audit Protocol describes the formal assessment process adopted by Groupon to ensure compliance by Groupon Companies with the Policy as required by the data protection Supervisory Authorities.

#### 1.1 Overview of audit

The Groupon Privacy Office, with support from internal and external resources, will oversee the conduct of audits of compliance by Groupon Companies with the Policy and will ensure that such audits address all aspects of the Policy adopting a risk based approach. Notwithstanding that the DPO forms part of the Groupon Privacy Office, the DPO shall not have primary responsibility for auditing compliance with this Policy if it is determined that this could, in any instance, result in a conflict of interest.

The audit process within Groupon is made up of the elements described in 1.2 below.

#### 1.2 Timing and scope of audits

Groupon carries out audits of compliance with the Policy (the "**Audit**"):

- (a) on a regular basis and at least once every two years; and/or
- (b) more frequently, at the request of the DPO or other members of the Privacy Office

The Audit of the Policy will be carried out by Groupon's internal audit team, under the responsibility of the Groupon Privacy Office. The Groupon Privacy Office may use other accredited internal/external auditors in the event of any limitations in expertise or available resources. All persons involved in the performance of audits shall have full independence with regard to their audit duties. If external auditors are to be engaged, Groupon will ensure such appointment is subject to Rules C8 and 9 of this Policy and in particular, that they are contractually bound to process any European Personal Data they receive as part of the audit only for the purposes of carrying out the audit.

The scope and coverage of the audit performed will be determined by the Groupon Privacy Office based on a risk-based analysis which will consider relevant criteria, for example: areas of known non-compliance; areas of current regulatory focus; areas of specific or new risk for the business; areas with changes to the systems or processes used to safeguard information; areas where there have been previous audit findings or complaints; the period since the last review; the nature, method and location of the personal information processed; IT systems, applications and databases; onward transfers; and issues arising from conflict of laws or vendor management.

For the avoidance of doubt, it is not necessary for all aspects of each Groupon Company's compliance with this Policy to be within the scope of every Audit that is carried out (provided, however, that all such aspects are audited at appropriately regular intervals).

### 2. REPORT

The Groupon Privacy Office will be responsible for bringing any issues or instances of non-compliance to the attention of the DPO and relevant company leaders, including the board of the liable Groupon Company, which will develop a remediation plan and timescales. The Privacy Office is responsible for carrying out the remediation plan.

In the event that such corrective actions do not take place, the DPO will report the matter to Groupon's General Counsel

The Groupon Privacy Office will make the results of the Audit available to the DPO.

The DPO will report any material issues to the Groupon General Counsel, and will make available an annual summary of the Audit results to the board of Groupon, Inc.

### 3. **SUPERVISORY AUTHORITY AUDITS**

Upon request to the relevant Groupon Company the requested Groupon Company will provide copies of the results of any Audit to any competent Supervisory Authority.<sup>1</sup>

The DPO will be responsible for liaising with the European Supervisory Authorities for the purpose of providing the information described above.

In addition, the Groupon Companies acknowledge that European Supervisory Authorities may audit Groupon Companies for the purpose of reviewing compliance with the Policy in accordance with the applicable audit procedures of such European Supervisory Authorities.

## **APPENDIX 4 – CHANGE PROCEDURE**

This Policy will be maintained to ensure that it remains up to date with current European Data Protection Laws and relevant guidance of competent European Supervisory Authorities and the European Data Protection Board.

### **1. Material changes to the Policy**

- 1.1 The DPO will communicate any material changes to the Policy without undue delay to the Irish Data Protection Commission ("**DPC**") and to any other relevant European data protection Supervisory Authorities.

### **2. Administrative changes to the Policy**

- 2.1 In circumstances where a proposed modification to this Policy may prove detrimental to the level of protection offered by this Policy or otherwise significantly affect this Policy (e.g. a change to the binding nature of this Policy), the DPO shall communicate the proposed change to the DPC and any other competent European Supervisory Authorities in advance, along with a brief explanation of the reasons for the modification. In this case, the DPC (and any other competent European Supervisory Authorities) shall also assess whether modification may require a new approval.
- 2.2 The DPO will communicate to the DPC and to any other competent European Supervisory Authorities at least once a year changes to the Policy which are administrative in nature (including changes in the list of Groupon Companies), which have occurred as a result of a change of applicable European Data Protection Laws, or resulting from any legislative, court or supervisory authority measure.
- 2.3 The DPO will also provide a brief explanation to the DPC and to any other relevant data protection authorities of the reasons for any notified changes to the Policy.

### **3. Communicating and logging changes**

- 3.1 The DPO will maintain a change log which sets out the date of revisions to the Policy and the details of any revisions made.
- 3.2 The DPO will communicate all changes to the Policy, whether administrative or material in nature, to the Groupon Companies without undue delay and publish an updated version of the Policy on the website [www.groupon.ie/legal/bcr](http://www.groupon.ie/legal/bcr) (such that the revised version is made available to data subjects) and on Groupon's intranet which is made available to Workers.
- 3.3 In addition to publishing an updated version of the Policy, Groupon Companies shall inform data subjects and/or competent Supervisory Authorities about specific changes to the Policy on request.
- 3.4 The DPO will maintain an up to date list of the changes made to the Policy and a list of Groupon Companies bound by the Policy. This information and/or an copy of the most recent version of the Policy will be provided to data subjects or supervisory authorities upon request.
- 3.5 The Privacy Office will maintain an up to date list of the sub-processors bound by the Policy. This information will be available on request from the DPO.

### **4. NEW GROUPON COMPANIES**

- 4.1 When a new entity joins Groupon, following an assessment of the new entity's ability to meet the required standards set out in the Policy, it agrees to be bound by the intra-group

agreement between the Groupon Companies. At this stage, the new entity automatically agrees to abide by the Policy and therefore to comply with and respect this Policy when collecting and using European Personal Data.

- 4.2 Transfers to Groupon Companies which agree to comply with this Policy will not be made until that Groupon Company is legally bound to comply with this Policy and can deliver compliance with this Policy.



## **APPENDIX 5 - CO-OPERATION PROCEDURE**

### **1. Introduction**

This Co-operation Procedure sets out the way in which Groupon Companies will co-operate with the European data protection Supervisory Authorities in relation to the Policy. It also sets out the way in which Groupon will communicate changes to the Policy to the European data protection Supervisory Authorities and data subjects whose European Personal Data is processed under the Policy.

### **2. Co-operation with Supervisory Authorities**

- 2.1 The European Groupon Companies have a clear duty to cooperate with the European data protection Supervisory Authorities, including making the necessary personnel available for dialogue with a European Supervisory Authority in relation to the Policy, and allowing for inspections, whether on-site or otherwise.
- 2.2 The relevant European Groupon Companies will actively review and consider:
  - (a) any decisions made by relevant European data protection Supervisory Authorities on any data protection law issues that may affect the Policy; and
  - (b) the views of the European Data Protection Board as outlined in its published guidance on Binding Corporate Rules for controllers.
- 2.3 The DPO will provide upon request copies of the results of any Audit pursuant to Appendix 3 to a European Supervisory Authority and details of any processing operations covered by the Policy.
- 2.4 Where any Groupon Company is (a) an Exporting Entity; and/or (b) an Importing Entity, then Groupon acknowledges that the relevant Supervisory Authority based in Europe (determined by the location of the Exporting Entity) may audit the Exporting Entity and/or the Importing Entity for the purposes of reviewing compliance with the Policy in accordance with the European law of the country in which that Supervisory Authority is located.
- 2.5 Each Exporting Entity and/or Importing Entity agrees to take into account the advice, and comply with the formal decisions of, of a competent Supervisory Authority relating to the interpretation and application of the Policy. This agreement is without prejudice to any right to appeal such formal decisions.
- 2.6 In the event of a dispute arising from a competent Supervisory Authority's exercise of supervision of a Groupon Company's compliance with the Policy, that dispute will be resolved by the courts of the Member State of the Supervisory Authority, in accordance with the Member State's procedural law. The Groupon Companies shall submit to the jurisdiction of the applicable courts.

**APPENDIX 6**  
**Details of Processing**

**1. Controller**

Name of controller Groupon entity: .....

**2. Processor**

Name of processor Groupon entity: .....

**3. Duration of processing**

The European Personal Data shall be processed for: .....

**4. Categories of European Personal Data**

The European Personal Data to be processed by the processor concern the following categories of European Personal Data relating to each category of data subjects:

Customers:

*[list each category of European Personal Data that will be processed, e.g. names, email addresses, financial information]*

Workers:

*[list each category of European Personal Data that will be processed, e.g. names, email addresses, financial information]*

Merchants:

*[list each category of European Personal Data that will be processed, e.g. names, email addresses, financial information]*

Vendors:

*[list each category of European Personal Data that will be processed, e.g. names, email addresses, financial information]*

**5. Nature, purpose and scope of processing**

The processor will carry out processing activities on the European Personal Data on behalf of the controller including hosting, storage, transmission, redaction and use to provide services.

Such processing will be carried out for the following purposes:

*[describe services carried out by the Processor on the Controller's behalf in detail]*