

# PRIVACY POLICY & T & C'S

Any information you provide about yourself ("personal information") SG1 Radio Limited will only be used in accordance with this privacy policy.

This privacy policy outlines how we collect and deal with personal information and your rights regarding the personal information you provide to us. This privacy policy does not apply to websites or text services operated by third parties.

## 1. Collection of Information

We collect personal information from you through your interaction via our websites or other media. This may occur when you participate in, or sign up to, any of SG1 Radio's services, such as competitions, or if you use any of our app(s), or join any subscription service.

The information we collect will vary depending on the service you request but could include name, address, phone number, email address, user name, password, age, gender, date of birth, comments and/or competition answers. We may also ask for additional information depending on the nature of the service provided. Unless stated, the data fields we request must be completed. We will not normally collect any sensitive personal information from you. In the event that we do, we will request your express consent to do so.

If you use any of our apps, we may collect the following information: (i) your location – upon your first use you will be prompted for permission if so (which you may decline) the data would be used to offer you relevant services (we cannot offer relevant services if you do not permit us to detect and use your location); and (ii) your device – if you access our services from a device such as a mobile telephone running an application, we will uniquely identify each instance of the application, but we will not be able to personally identify you from this information.

## Cookies

We also collect certain information through the use of "cookies" and other similar automated means. Cookies are small pieces of information that are stored by your browser on your computer's hard drive. For more information about cookies and how they are used, please read our cookie policy.

## 2. Use of Information

We will use your personal information for a number of purposes including but not limited to the following:

- to provide, administer and communicate with you about our services and promotions (e.g. to enable you to log in to your account and/or enter competitions) and/or to analyse and improve the services we offer.
- to send you marketing communications about content, products, events and promotions by us, that you might be interested in. If you are a registered user, then

these communications may be personalised for you based on your browsing preferences.

- to send you marketing communications about products, events and promotions by third parties, that you might be interested in. We will only do so if at the time of collecting your personal information you have specifically agreed to opt-in to receive such communications from third parties.

We may also use your personal information in other ways but will ensure that we notify you of this.

### 3. Sharing Information

We will not sell, trade, rent or otherwise pass on your personal information to others, including any personal information that we collect through the use of cookies, except as described here or with your prior consent.

We may share personal information with service providers who perform functions and services on our behalf. Such third parties will be provided with personal information necessary to perform the services on our behalf but are not authorised to use such information for any other purposes.

Only where you have agreed to receive marketing communications from third parties, will we pass on your personal information for this purpose.

We may disclose your personal information when you enter a competition or when you provide material we wish to publish. We will only do so with your prior consent.

We may carry out research or analysis, which contains your personal information, via our sites. Any “pooled” responses to questions may also be shared with our partner organisations.

We may also disclose personal information about you to comply with applicable laws and when requested to do so by law enforcement agencies or government bodies.

We reserve the right to transfer personal information we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use personal information you have provided to us in a manner that is consistent with this privacy policy. Following such a sale or transfer, you may contact the entity to which we transferred your personal information with any inquiries concerning the processing of that information.

We may share anonymous aggregate statistics about our users, sales and traffic patterns with our advertisers and other third parties. However, it will not be possible to identify you from this information. For example, we might report to potential advertisers that a certain percentage of our users are interested in its products, based on information requests. Some of this information may be collected using cookies as described above and in our cookie policy.

### 5. Transferring Data

We may transfer the personal information we collect about you to countries other than the country in which the information was originally collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your personal information to other countries, we will protect the information as described in this privacy policy to the transferee.

Our servers are situated in the UK and when you submit your details and in whichever country you are situated you agree to the data being transferred to the UK and processed under the terms of the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 which stem from European Directives 95/46/EC and 2002/58/EC respectively. If you are not in agreement, please do not add your personal details on the website.

## 6. Your Rights

You have certain rights to the personal information we process about you. You have the right to request that we cease sending marketing communications, whether by e-mail or otherwise, to you. You can do this by checking certain boxes when we collect your personal information or by clicking the unsubscribe link in the marketing e-mails you receive from us. You can also do this by contacting us at [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk) and putting "PRIVACY" in the subject box.

If you registered for the ezine or any other subscription service then where appropriate the email messages you receive from us will alert you to options for unsubscribe and/ or change of details – please follow these messages.

You may request access to the personal information we hold about you. If you would like to submit a request, please contact us at [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk) with "Personal Information Request" in the subject box.

## 7. Leaving our website and moving on to third party websites

When you click on advertisements or links on any of our sites, you will leave that site and go to a third-party site which is outside of our control. When we place an advertisement on one of our sites, it does not signify that we are endorsing that advertiser's product or service. We do not accept responsibility for content, have no control over and our Privacy Policy does not apply to these companies, sites or content and if such third-party sites collect Personal Data, we cannot control how this data is processed, stored or used. We advise that you read their data collection statements which accompany any registration and their Privacy Policies before you submit your personal information.

## 8. Changes to our Privacy Policy

We reserve the right to change our privacy policy from time to time to comply with relevant legislation or otherwise and all changes will be posted here. Where the changes are significant, we may also choose to email all our registered users with the updated privacy policy.

## 9. Contact Us

If you have any questions or comments about this privacy policy, please contact us at: [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk) with "PRIVACY" in the subject box.

# TERMS AND CONDITIONS

Please read these terms and conditions carefully before accessing any page on this site or the Radio Player. Competition terms and conditions can be found [here](#).

## 1. Access

1.1. This site is owned and operated by SG1 Radio Limited registered in England and Wales (no. 7681651) and having its registered office at 8 The Plaza, Stevenage, United Kingdom, SG1 1PF. Your use of this site together with the radio player which is accessible via our site (Radio Player) is subject to the terms and conditions set out below (together with any documents and policies referred to herein) (Terms). Please read these Terms carefully before accessing any page on this site or the Radio Player. Your use of this site and the Radio Player is conditional upon your acceptance of these Terms. If you do not agree to be bound by these Terms, please do not use our site or Radio Player.

1.2. Access to the site and the Radio Player is permitted on a temporary basis and SG1 Radio reserves the right to withdraw or change all or any part of either. SG1 Radio shall not be liable if for any reason the site or the Radio Player are unavailable at any time or for any period. You may only use the site and the Radio Player for lawful purposes and for your own private or domestic purpose.

1.3. Our Radio Player is strictly available for your non-commercial use only. For licensing reasons, it should only be accessed and used from your personal computer or from your mobile device.

## 2. Intellectual Property

2.1. The intellectual property rights (including copyright and database rights) in the material, information and computer files on this site are owned by or are licensed to SG1 Radio. Nothing in these Terms transfers to you any rights of ownership of such intellectual property rights or constitutes a license to use such intellectual property rights other than to the extent expressly set out in these Terms.

2.2. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the content on this website in any way except for your own personal, non-commercial use without the prior written consent of SG1 Radio.

2.3. You may not remove any product identification, copyright notices or other notices from the materials or any copies of the materials which you may have made for your own personal use.

### 3. Third Party Content

3.1. Our site and Radio Player may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our site and/or Radio Player complies with applicable law and regulation. SG1Radio does not assume responsibility for any error or inaccuracy in any advertising or sponsorship material.

3.2. The names, products and devices, logos, icons, graphics or designs of others referred to on the pages of this site or the Radio Player are the property of their owners and are exhibited only in such a manner as is intended to be of benefit to their owner. SG1Radio intends no infringement of these property rights.

3.3. The site and Radio Player may contain links to other websites provided by third parties (Third Party Sites), either directly or through frames. SG1Radio is not responsible for the availability or content of Third-Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third-Party Sites and shall have no liability in respect of such Third-Party Sites. Where possible, SG1Radio will make clear such links are being made, although Third Party Sites may be co-branded with SG1Radio and so include SG1Radio trademarks.

3.4. Any references in this site to any third-party products, services, companies, organisations, home pages or other web sites do not imply any endorsement, support or recommendation of the same by SG1Radio.

### 4. Linking to Our Website

We welcome 'hot links' and deep-links to our site and/or Radio Player, by which we mean that you may include a link to any page of our site or Radio Player on other websites, provided that you do not use such link in any way which would imply partnership, affiliation, endorsement or sponsorship of any service or product or which may bring us or the other brands in our group into disrepute. You may not display any content from our site or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent. If you would like to license our material, please email [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk)

### 5. Data Protection

5.1. If you wish to avail of certain services offered on this site it may be necessary for you to provide some personal information to SG1Radio. We will use this information only in accordance with our Privacy Policy. If you do not wish us to use any personal information, please do not provide this.

5.2. When you view this site, some information may be stored on your computer. In addition, SG1Radio works with a number of third parties to be able to deliver content, advertising and measure site use. This information will be in the form of a "cookie" or similar file. Please refer to our Cookie Policy for more information.

### 6. Tickets/Listings

6.1. You may be able to purchase tickets for events listed in the Tickets/listings section of the website. Unless otherwise stated, the tickets are being sold by a third party and no contractual relationship will arise between you and SG1Radio in relation to these events or tickets.

6.2. SG1Radio cannot and does not confirm the validity or accuracy of information on the Tickets/listings section of our website. SG1Radio has no control over the level of service, quality, and accuracy of event listings and accepts no liability howsoever arising for any damage or loss that may arise as a result thereof. SG1Radio is not responsible for any listed event which is subsequently cancelled or re-scheduled and all refunds should be sought from the promoter of the event.

## 7. Disclaimers and Limitation of Liability

7.1. This site, the Radio Player and the entire contents of both and the services offered by us are provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty, including but not as to completeness, security or accuracy.

7.2. No reliance should be made on any of the statements made within the site (other than as set out in these Terms) or the materials or any third party sites and SG1Radio excludes to the fullest extent permitted by law all liability resulting from any such reliance.

7.3, Under no circumstances will SG1Radio be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; (g) waste management or office time; or (h) any indirect, consequential, special or exemplary damages arising from the use of this website regardless of the form of action. Nothing in these Terms excludes or limits SG1Radio liability for death or personal injury or any other liability which cannot be excluded or limited by law.

7.4. SG1Radio does not warrant those functions contained in the web site content will be uninterrupted or error free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs.

## 8. Variation

SG1Radio reserves the right to vary these Terms at its sole discretion. Such variations become effective immediately upon the posting of the varied Terms on the site. By continuing to use the site and/or Radio Player you will be deemed to accept such variations. Please check the site regularly to ensure you are familiar with the current version of the Terms, competition terms and our Privacy Policy. If you do not accept any of the modifications, revisions or amendments to these Terms, you should stop using our Site and our Radio Player and the services offered by us immediately.

## 9. Severability

9.1. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions.

9.2. Any failure by us to enforce any of these Terms does not give rise to any claim or right of action by any person and shall not be deemed to be a waiver of our rights in relation to the same.

## 10. Indemnity

You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of our site, the Radio Player the contents of either or any services offered by us, or arising from any breach or suspected breach of these Terms by you or your violation of any law or third-party rights.

## 11. Exclusion of Third-Party Rights

These Terms not intended to benefit or be enforceable by any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

## 12. Entire Agreement

These Terms, together with our Privacy Policy, Competition Terms (which includes our standard competition terms and conditions and any specific terms and conditions applicable to a particular competition), constitute the entire agreement between you and us in relation to your use of our site and supersede all previous agreements in respect of such use.

## 13. Jurisdiction

13.1 These terms shall be governed by and interpreted in accordance with the laws of England and Wales.

13.2 The site user is responsible for compliance with any applicable laws of the country from which they are accessing the site.

## **Introduction**

This policy sets out how we collect, process and hold your personal data if you visit our event ticket shop or otherwise provide personal data to us. We are SG1 Radio Limited 8 The Plaza, Stevenage, United Kingdom, SG1 1PF. We are the data controller of your personal data.

This policy affects your legal rights and obligations so please read it carefully. If you have any questions, please contact us at [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk) or call us on 01438 355616.

### **Personal data we collect**

We collect, process, store and use personal data when you book a ticket to an event including your name, address and email address together with payment information. We may also collect personal data that you give to us about other people if you register them to attend an event. You agree that you have notified any other person whose personal data that you provide to us of this privacy notice and, where necessary, obtained their consent so that we can lawfully process their personal data in accordance with this policy.

All personal data that you provide to us must be true, complete and accurate. If you provide us with inaccurate or false data, and we suspect or identify fraud, we will record this.

You do not need to provide us with any personal data to view our event ticket shop. However, we may still collect the information set under the Data we automatically collect section of this policy, and marketing communications in accordance with the Marketing Communications section of this policy.

When you contact us by email or post, we may keep a record of the correspondence and we may also record any telephone call we have with you.

### **Data we automatically collect**

When you visit our event ticket shop, we, or third parties on our behalf, automatically collect and store information about your device and your activities. This information could include (a) your computer or other device's unique ID number; (b) technical information about your device such as type of device, web browser or operating system; (c) your preferences and settings such as time zone and language; and (d) statistical data about your browsing actions and patterns. We collect this information using cookies in accordance with the Cookie section of this policy and we use the information we collect on an anonymous basis to improve our event ticket shop, our events and the services we provide, and for analytical and research purposes.

We also allow advertisers and advertising networks to collect information about your computer or mobile device, activities, and geographic location to enable them to display targeted ads to you and provide us with anonymous information about our users' behaviour. Again, this takes place through the use of cookies in accordance with the Cookie section of this policy.

### **Marketing Communications**

If you opt in to receive marketing communications from us you consent to the processing of your data to send you such communications, which may include newsletters, blog posts, surveys and information about new events. We retain a record of your consent.

You can choose to no longer receive marketing communications by contacting us at [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk) or clicking unsubscribe from a marketing email. If you do unsubscribe to marketing communications, it may take up to 5 business days for your new preferences to take effect. We shall therefore retain your personal data in our records for marketing purposes until you notify us that you no longer wish to receive marketing emails from us.

### **Lawful processing of your personal data**

We will use your personal data in order to comply with our contractual obligation to supply to you the tickets to an event that you have booked, including to contact you with any information relating to the event, to deliver the event to you in accordance with any requests you make and that we agree to, and to deal with any questions, comments or complaints you have in relation to the event.

We may also use your personal data for our legitimate interests, including dealing with any customer services you require, enforcing the terms of any other agreement between us, for regulatory and legal purposes (for example anti-money laundering), for audit purposes and to contact you about changes to this policy.

### **Who do we share your data with?**

We may share your personal data with any service providers, sub-contractors and agents that we may appoint to perform functions on our behalf and in accordance with our instructions, including payment providers, event ticketing providers, email communication providers, IT service providers, accountants, auditors and lawyers. Under certain circumstances we may have to disclose your personal data under applicable laws and/or regulations, for example, as part of anti-money laundering processes or protect a third party's rights, property, or safety.

We may also share your personal data in connection with, or during negotiations of, any merger, sale of assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company.

### **Where we hold and process your personal data**

Some or all of your personal data may be stored or transferred outside of the European Union (the EU) for any reason, including for example, if our email server is located in a country outside the EU or if any of our service providers or their servers are based outside of the EU. We shall only transfer your personal data to organisations that have provided adequate safeguards in respect of your personal data.

### **Cookies**

A cookie is a small text file containing a unique identification number that is transferred (through your browser) from a website to the hard drive of your computer. The cookie identifies your browser but will not let a website know any personal data about you, such as your name and/or address. These files are then used by websites to identify when users revisit that website.

Our event ticket shop uses cookies so that we can recognise you when you return and personalise your settings and preferences. Most browsers are initially set up to accept cookies. You can change your browser settings either to notify you when you have received a cookie, or to refuse to accept cookies. Please note that our event ticket shop may not operate efficiently if you refuse to accept cookies.

We also use Google Analytics to monitor how the event ticket shop is used. Google Analytics collects information anonymously and generates reports detailing information such as the number of visits to the event ticket shop, where visitors generally came from, how long they stayed on the event ticket shop, and which pages they visited. Google Analytics places several persistent cookies on your computer's hard drive. These do not collect any personal data. If you do not agree to this you can

disable persistent cookies in your browser. This will prevent Google Analytics from logging your visits.

### **Security**

We shall process your personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. All information you provide to us is stored on our secure servers. Any payment transactions are encrypted using SSL technology.

Where we have given, or you have chosen a password, you are responsible for keeping this password confidential.

However, you acknowledge that no system can be completely secure. Therefore, although we take these steps to secure your personal data, we do not promise that your personal data will always remain completely secure.

### **Your rights**

You have the right to obtain from us a copy of the personal data that we hold for you, and to require us to correct errors in the personal data if it is inaccurate or incomplete. You also have the right at any time to require that we delete your personal data. To exercise these rights, or any other rights you may have under applicable laws, please contact us at [info@sg1radio.co.uk](mailto:info@sg1radio.co.uk).

Please note, we reserve the right to charge an administrative fee if your request is manifestly unfounded or excessive.

If you have any complaints in relation to this policy or otherwise in relation to our processing of your personal data, you should contact the UK supervisory authority: the Information Commissioner, see [www.ico.org.uk](http://www.ico.org.uk).

Our event ticket shop may contain links to other sites of interest. Once you have used these links to leave our event ticket shop, you should note that we do not have any control over that other site. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this policy. You should exercise caution and look at the privacy policy applicable to the site in question.

### **Retention**

If you register with us, we shall retain your personal data until you close your account.

If you receive marketing communications from us, we shall retain your personal data until you opt out of receiving such communications.

If you have otherwise booked a ticket with us or contacted us with a question or comment, we shall retain your personal data for 6 months following such contact to respond to any further queries you might have.

### **General**

If any provision of this policy is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to

reflect the intentions of the parties and all other provisions shall remain in full force and effect.

This policy shall be governed by and construed in accordance with the law of England and Wales, and you agree to submit to the exclusive jurisdiction of the English Courts.

We may change the terms of this policy from time to time. You are responsible for regularly reviewing this policy so that you are aware of any changes to it. If you continue to use our event ticket shop after the time, we state the changes will take effect, you will have accepted the changes.