

PRIVACY POLICY

1. This policy forms a part of the Terms (<https://www.thecdi.org.za/resource/resmgr/websites/CDIWebsiteTerms.pdf>) to which you are required to agree in order to access or use any of our Website/s or participate in any of our courses, online platforms, applications, programmes or projects. It sets out specific terms concerning information we may collect from you, how we may use, share and retain it, our measures with regard to security and accuracy, as well as your rights to make enquiries, update and remove your personal information.
2. This policy is concerned in particular with information that can be used to identify you (“personal information”), as opposed to anonymous, de-identified, statistical, or public information. Your personal information may include identifying information such as your full names and identity number, contact or address information, as well as demographic information such as your gender, race, age or marital status, photographs of your participation in events and projects of the CDI, and financial information.
3. Some personal information is collected from you when you register as a member of the Craft and Design Institute (“the Institute”) and some is provided by you voluntarily by other means.
4. By accessing or using any of our Website/s or participating in any of our courses, online platforms, programmes or projects, you consent to us collecting and using your personal information as set out hereunder. If you do not accept any of these terms, then you are required immediately to refrain therefrom.

Collection of information

5. When you access any of our Websites (“the Website/s”) or interact with our emails, we automatically receive and record anonymous internet usage information from your browser on our server logs. These may include your Internet Protocol address (IP address), browser type, operating system, browsing habits, click patterns, version of software installed, device identifier, device model, software version, mobile or ISP carrier information, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the Website/s, and the dates and times that you visit the Website/s, paths taken, and time spent on sites and pages within the Website/s.
6. We may place small text files called ‘cookies’ on your device when you visit the Website/s. These files do not contain personal information, but allow us to recognise repeat visitors, personalise Website experiences, and track usage behaviour and compile aggregate data that will allow us to improve the functionality of the Website/s and their content. Your internet browser generally accepts cookies automatically, but you can often change this setting to stop accepting them. You can also delete cookies manually. However, no longer accepting cookies or deleting them will

prevent you from accessing certain aspects of the Website/s where cookies are necessary. If you do not disable “cookies”, you are deemed to consent to our use of any information collected using those cookies.

7. We have no control over cookies sent by third party applications or links on the Website/s, and any information collected by such cookies is governed by the privacy policy of the third party concerned.
8. We also collect information from you when you choose to provide it to us. For example, we may collect your information when you submit a form requesting information about one of our courses, online platforms, applications, projects or programmes, register as a CDI member, register to access or use any of the Websites or any of our courses, online platforms, applications, projects or programmes, otherwise provide information to us through the Website/s, or otherwise contact us. The information we collect may include personal information – such as your full names, telephone and email contact details, physical address, identity number, gender, nationality, race, language, disability (if any) and educational level, business trading name, financial information and other details, or other information that can be used to identify you or can be attributed to you – or non-personal information. In some cases, you may choose not to provide us with your information, but we may require it when necessary to perform a contract or to comply with a legal obligation. We also may use information about you for reasons not described in this Privacy Policy where the reason is compatible with the purpose for which we originally collected your information and where such use is lawful.
9. We may take photographs of our events and projects in which you elect to participate, for inclusion in our marketing materials and/or reports to funders.
10. We do not direct our Website/s to, nor do we knowingly collect any personal information from, children under the age of eighteen (18) years.
11. You agree that, whenever you provide us with personal information, you will provide accurate and current information, and not impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

Use of information

12. We are entitled to use your personal information if such use is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property.
13. Subject to clause 12 above, we will not use your personal information for any purpose other than the following, without your express consent:
 - 13.1 To fulfil a contract or take steps linked to a contract. This includes:
 - providing our services, including the set up and management of accounts and profiles;

- verifying your identity;
- taking payments;
- communicating with you.

- 13.2 To conduct our business and pursue our legitimate interests. This includes:
- using your information to provide products and services you have requested and to respond to any comments or complaints you may send us;
 - providing narrative and data-based reports to our funders;
 - satisfying auditors as to the correctness of the information we have supplied to them;
 - using photographs of our events and projects in marketing materials;
 - personalizing your experience on the Website/s and in any course, online platform, application, project or programme in which you choose to enrol or register, and to help us to better respond to your individual needs;
 - using information we collect about you through the Website/s to deliver advertising that is targeted for individuals with similar interests or characteristics through third party service providers, such as Facebook Custom Audiences or other similar business tools;
 - developing new products or services or conducting analysis to enhance current products and services;
 - reviewing the usage and operations of the Website/s and to analyze and improve the Website/s;
 - contacting you for legitimate business purposes;
 - using personal information to invite individuals to take part in market research;
 - where consent is not required by applicable law, for direct marketing purposes.
- 13.3 To protect the security and functionality of the Website/s. This includes:
- if you provide a credit or debit card as payment, using third parties to check the validity of the sort code or routing number, account number and card number you submit in order to prevent fraud (see data sharing below);
 - monitoring customer accounts to prevent, investigate and/or report fraud, misrepresentation, security incidents or crime, in accordance with applicable law;
 - using personal information you provide to investigate any complaints received from you or from others about our Website/s or our products and services.
- 13.4 Where you give us consent. This includes:
- where consent is required by applicable law, sending you direct marketing in relation to our relevant products and services, or other products and services provided by us.
 - placing cookies and using similar technologies and the information provided to you when those technologies are used;
 - on other occasions where we ask you for consent, using the data for the purpose which we explain at that time.
- 13.5 For purposes which are required by law. This includes:
- in response to requests by government or law enforcement authorities conducting an investigation;

- using personal information in connection with legal claims, compliance, regulatory and investigative purposes as necessary (including disclosure of such information in connection with legal process or litigation).
14. We also may use de-identified aggregate or anonymized information to help us analyze the use of the Website/s. This Privacy Policy does not limit our use or disclosure of de-identified aggregate or anonymized information, and we reserve the right to use and disclose such information to our partners, advertisers, and other third parties at our discretion.

Sharing or disclosure of information

15. We are entitled to disclose your personal information if such disclosure is permitted or required by law in order to comply with any applicable law, regulation, subpoena, government request, order of court or legal process served on us, or to protect and defend our rights or property, to protect the safety of any person or the general public, or to prevent a violation of the Terms.
16. Subject to clause 15 above, we will never disclose your personal information to any third party other than as set out below, without your express consent:
- 16.1 to our employees and/or third party service providers who assist us to interact with you via our Website/s, email or any other method, and to communicate with you properly and efficiently;
- 16.2 to our funders where narrative and/or data-based reports are required in terms of our contracts with them, and to auditors appointed to verify the correctness of information supplied;
- 16.3 to our partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out of receiving marketing material from us);
- 16.4 to our service providers (under contract with us) who perform business, professional, or technical support functions (including but not limited to third-party providers of website hosting, maintenance, marketing services, training, courier services, certification services, business operations, payment services, and identity verification services), on the basis that they are only given access to your information to the extent necessary to process your information and/or provide services to us, they may only use your information in connection with the services they perform for us and not for their own benefit and they are prohibited from using or share your information for any other purposes.
- 16.5 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of the personal information is necessary to prevent physical harm or financial loss, to report suspected illegal

activity, to detect, prevent, or otherwise address fraud, security or other technical issues, or to investigate suspected violations of the Terms; and

- 16.6 to protect the security of the Website/s or our servers, network systems and databases. We also may disclose your information as necessary if we believe that there has been a violation of our Terms (including investigation of potential violations thereof), any other legal document or contract related to the Website/s, or the rights of any third party.
17. We will ensure that all of our employees, third party service providers and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
18. We may disclose anonymous aggregate statistics, that is general information about the personal information of the customer population, to our business partners, funders or third parties such as Google Analytics, for marketing or analytics uses.

Security of information

19. Our Website/s are hosted on secure servers and use security measures to prevent interference by intruders.
20. We will promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information.
21. Whilst we endeavour to protect your privacy, transmission of information via the internet is not completely secure, and we cannot guarantee our security measures. We cannot accept any liability whatsoever for unauthorised or unlawful access to acquisition of or disclosure of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
22. If you disclose your personal information to a third party, such as the operator of a linked website, we shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of such disclosure, as the use of such information is not subject to our control. We do not make any representations in respect of the privacy policies or practices of linked or any third party websites, and recommend that you familiarise yourself with same before disclosing any information.
23. Where we have given you (or where you have chosen) a password for access to certain parts of the Website/s, you are responsible for keeping this password confidential.

Public Forums; Publicly Available Content

24. Any information you may disclose through the Website/s, such as on discussion or chat forums or on other public areas on the Website/s, may be viewed by others.

Please exercise caution when disclosing personal information in these public areas. You are responsible for ensuring the accuracy of all information submitted to the Website/s, and you agree to only publish or share information about a third party with the third party's consent.

25. Your publicly posted content may be made available, and may be accessed, viewed, stored, collected, or used by other users of the Website/s. If you do not want us to store metadata associated with your content, please remove the metadata before uploading your content.

Third-Party Content, Links, and Plug-Ins

26. The Websites/ may also offer you the ability to interact with plugins from social media sites, which may allow us and/or the social media site to receive data from or about you, to better understand who is using the Website/s, how people are using the Website/s, how to improve the effectiveness of the Website/s, our services and related content, to help us or those third parties serve more targeted advertising to you across the Internet, and to allow "Like" buttons and "Share" buttons to work. In some cases, we may know that you clicked on a social plugin, such as a Twitter Follow button, or receive other information from the social media sites. Similarly, if you have previously provided personal information to a third party operating a plug-in on our Website/s, then such third party may recognize you on our Website/s. Your use of social network plugins is subject to each social media site's privacy policy, which may be different from ours. As with linked websites, we have no control over the information that is collected, stored, or used by social network plugins.

Accuracy of information

27. You agree to keep your personal information accurate and up to date by accessing your account online and updating any details that may change, as soon as reasonable possible after any change in your personal information.

Retention of information

28. We will not retain your personal information longer than the period for which it was originally needed, unless we are required or permitted by law to do so, or you consent to us retaining such information for a longer period.
29. We may retain your personal information in physical or electronic record form at our discretion.
30. Where any information is included in a narrative or data-based report, such reports shall be retained by us on an indefinite basis.

Access to and removal of information

31. You may access and/or update your personal information through your user profile.
32. You may choose to remove the personal information you have submitted to us, in which instance we undertake to promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain, including but not limited to information already included in a narrative or data-based report and that which we are contractually obliged to retain in terms of our funding agreements and/or for audit purposes.
31. Our use of certain personal information is necessary for us to provide information to you or to provide services to you through the Website/s or otherwise. If you choose not to provide this personal information or request that we delete or restrict the processing of this personal information, you may not be able to participate in or access or use our Websites, online platforms, applications, projects or programmes, and we may not be able to provide you with other services. On removal of your personal information, your membership of the CDI may of necessity cease.

Changes to This Policy

32. We review our privacy practices from time to time and reserve the right to make changes to this Privacy Policy at any time. If we do make material changes, we will give notice via the Website/s.

Enquiries

33. If you have any questions or concerns arising from this privacy policy or the way in which we handle your personal information, please do contact us at telephone number: (021) 461 1488 or email address: info@thecdi.org.za.

Date of Last Amendment: 08 April 2020

View the last version of our privacy policy here:

<https://www.thecdi.org.za/resource/resmgr/websites/CDIPrivacyPolicy.pdf>