



PRIVACY POLICY and WiFi-AGREEMENT for guests

The importance of the protection of personal data is very important to us. We take great care to ensure the confidentiality of the data you entrust to us. This is due to the fact that we offer comprehensive advice on data protection law and act as external data protection officers.

In accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DPA), the following information gives you an overview of the processing of your personal data and your related rights. We therefore ask you to read the following information carefully.

1. Person responsible for data protection

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2. We use the following data when you conclude a contract with us

We collect, process and use the following personal data only with your consent or for the purposes agreed with you or if another legal basis in accordance with the GDPR exists.

Master data:

Family and first name, complete address, all contact information (e.g. e-mail address, telephone number), information about the type and content of our contractual relationship

Other personal data, which you or third parties provide to us with your consent or otherwise permissibly during the initiation of a contract, during the contractual relationship (e.g. for the issue of a guest card) or to fulfil legal obligations: Date of birth or age, marital status, gender, profession, identification data, bank details, authority to sign or represent, contractual obligations, cancellation/cancellation deadlines or further information about your person, which you have provided us with yourself.

Consultation of contract processors

The protection of your data is important to us. Even if we use a processor, we make sure that the processing of orders is carried out within the European Union.

3. Registration data

3.1. Reporting obligation

According to the Austrian registration law you are obliged to register with us with the data mentioned in § 5 and § 10 registration law. This concerns the following data: Name, date of birth, sex, nationality, country of origin, address including postcode and - for foreign guests - type, number, date of issue and issuing authority of a travel document as well as the date of arrival and departure.

3.2. Guest directory

We will keep this data in a guest directory on the basis of the legal obligation imposed on us in accordance with § 19 of the Reporting Act Implementing Ordinance and store it for a period of 7 (seven) years, unless it is processed for longer periods for other purposes stated in this data protection declaration.

3.3. Transfer of data

The data categories "arrival", "departure" linked to country of origin are forwarded to the municipality in which our accommodation facility is located in accordance with § 6 of the Tourism Statistics Ordinance. The Ötztal Tourism to which we belong and/or the municipality must also be provided with aggregated data on the total number of overnight stays and the persons who are obliged to pay the tourist tax. This is done on the basis of § 19 of the Tyrolean Residence Tax Act.

3.4. Legal basis of the processing operations

The processing of your data is based on Art 6 para 1 lit c GDPR.

3.5. Additional data transmission to TVB/community

In addition, we forward your postcode and year of birth (in pseudonymised or anonymised form) to our municipality and our TVB (Tourist Board) for the purpose of compiling and evaluating origin and age statistics by the Tourist Board. This forwarding is based on Art 6 para 1 lit e (task in the public interest) and lit f (overriding legitimate interests) GDPR. You can object to this at any time for reasons arising from your particular situation (Art 21 para 1 GDPR).

4. Guest card

4.1. General information

You have the possibility to make use of a guest card. The guest card gives you a discount on the tariffs of regular transport. The guest card is valid for the period of your stay with us.

4.2. Issuing the guest card

The guest card will only be issued by the accommodation provider on your request. It is issued according to the guest card system used by the accommodation facility either in the form of an electronically generated guest card or the carbon copy of the registration form.

4.3. Processed personal data

For the electronically generated guest card, the following personal data, which are determined from the registration data (see point 1 above), are processed: First name, surname, date of birth, country of origin/postcode and time of stay (arrival/departure).

If the guest card is issued in the form of the "Meldezettel" (registration form), this contains the contents according to § 5 in connection with § 9 of the Registration Act. In this case, no electronic processing for the purposes of the guest card takes place.

No processing of the guest card data is carried out by the Tourism Association or by the line operator.

4.4. Legal basis of the processing

The processing of data for the purposes of the guest card is based on your consent (Art 6 para 1 lit a GDPR). You can revoke your consent verbally to the accommodation provider at any time.

4.5. Recipient of the data

To take advantage of the discount, you must present the respective guest card, on which the data is shown, to the bus driver and thus disclose it yourself. The bus driver checks by visual inspection whether it is (still) valid.

5. **Agreement of use, liability and indemnity regarding the use of internet access via WiFi**

5.1. Permission to use wireless Internet access

We provide wireless internet access (WiFi). For the duration of your stay, you have the option of sharing this Internet access via WiFi. You are not entitled to allow third parties to use this WiFi. We are not in a position, nor are we obliged within the scope of your shared use, to guarantee the actual availability, suitability or reliability of this Internet access for any purpose, including in terms of volume. We are entitled at any time to admit further users and to restrict

the user's access completely, partially or temporarily or to exclude him/her from further use completely. In particular, we reserve the right to block access to certain pages or services via the WiFi at our reasonable discretion and at any time.

5.2. Access data

We provide you with access data for this purpose (access protection). These access data (login name and password) may not be passed on to third parties. We can change or restrict the access data at any time. In this case, however, new access data can be requested by you. You undertake to keep the access data secret at all times.

5.3. Limitation of liability

You are aware that the WiFi only provides access to the Internet. We do not provide any further security measures (e.g. virus protection, firewall or similar). The data traffic generated by the WiFi uses WPA2 encryption, so that the misuse of third parties is virtually impossible and the data cannot be viewed by third parties. The retrieved contents are not subject to any verification by us. The use of the WiFi is at the user's own risk. We assume no liability for damage to the user's terminal equipment or data resulting from the use of the WiFi, unless the damage was deliberately caused by us and/or our vicarious agents.

5.4. Responsibility of the user

You alone are responsible for the data transmitted via the WiFi, the services used and legal transactions carried out. If you make use of the services of third parties via the WiFi, the resulting costs are to be borne by you. You undertake to comply with applicable law, especially when using the WiFi. In particular, the user shall not to unlawfully reproduce, distribute or make publicly available any works protected by copyright; this applies in particular in connection with uploading and downloading in the case of file-sharing programs or similar offers use the WiFi neither to retrieve nor to distribute immoral or illegal content; comply with applicable regulations for the protection of minors; not send or distribute any derogatory, defamatory or threatening content; not to use the WiFi to send spam and/or other forms of illegal advertising.

5.5. Indemnification of the operator from third party claims

You shall indemnify us against all damages and claims by third parties that are attributable to illegal use of the WiFi by you and/or to a breach of this agreement. This indemnification also extends to the costs and expenses associated with the use of or defence against such claims.

5.6. Documentation

You have been informed that every use of our WiFi is documented and archived with IP address, MAC address, date and duration in order to indemnify us if necessary and to prove which user has used the WiFi and when.

6. Other processing of your data

In principle, we only process those data which are absolutely necessary for the conclusion or performance of the contract and which are provided for by law. If you have also given us your consent, we will process your data so that we can provide you with information about our services until further notice. For this purpose, we use the following communication channels, provided you have given us these: Telephone, e-mail, SMS, post or social media channels.

7. Data erasure

Your master data and other personal data will be deleted if they are no longer necessary for the fulfilment of the purpose for which they were stored - usually after 7 (seven) years - or if storage becomes inadmissible for legal reasons.

Instead of deletion, the data can also be made anonymous, which means that any personal reference is irretrievably removed.

8. You can assert the following rights with regard to the processing of your data:

8.1. Right of access

You have the right to find out from us whether and to what extent we process your data.

8.2. Your rights

In principle, you are entitled to the rights of information, correction, deletion, restriction, data transferability, revocation and objection. If you believe that the processing of your data violates data protection law or your data protection rights have been violated in any other way, you can complain to the supervisory authority. In Austria this is the data protection authority.

8.3. Right of complaint

If you believe that the processing of your personal data violates Austrian or European data protection law, please contact us to clarify any questions you may have. Of course, you have the right to complain to the Austrian data protection authority or to a supervisory authority within the EU.

9. Confirmation of identity

To protect your rights and your privacy, we are entitled to request proof of identity in case of doubt.

10. Excessive claim of rights

If you claim one of the aforementioned rights manifestly unfounded or particularly frequently, we are entitled to demand an appropriate processing fee or to refuse to process the application.

11. Obligation to cooperate

Within the framework of our duty to cooperate, we are obliged to release data in accordance with the statutory provisions (e.g. "BAO", Registration Act, "ZPO", "StPO", ...) on request.

12. Profiling

We do not use automated decision making or profiling as defined in Art 22 GDPR.

13. Amendment of this privacy policy

We reserve the right to change this privacy policy at any time with effect for the future. An updated version is available on our website and in our guest folder in the accommodation.

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