

# Rules and Conditions for Participation in the Healthy Arteries Campaign

## 1. General Provisions

**1.1.** The Healthy Arteries Campaign (hereinafter: the Campaign) was introduced by the Zavod Zdrave arterije (Healthy Arteries Institute), Leskoškova cesta 11a, 1000 Ljubljana (hereinafter: the Organiser) in cooperation with business partners so as to create a global public Campaign as a platform for the education, support and provision of information about peripheral arterial disease, which promotes awareness-building about the disease and its timely detection and diagnosis. The approach to the implementation of Campaign activities and thereby the participation in the Campaign is laid down in these Rules and Conditions that define the mutual rights and obligations between the Organiser and the party assuming the implementation of Campaign activities (hereinafter: the Partner) as well as the method of and conditions for the implementation of activities that the Partner undertakes to perform by joining the Campaign, i.e. all within the scope of the objectives or the work plan of the Campaign, which is also laid down in these Rules and Conditions.

**1.2.** By applying to become a partner of the Campaign, the Partner accepts and confirms the Rules and Conditions for Participation in the Healthy Arteries Campaign (hereinafter: Rules and Conditions) and undertakes to observe them. The Organiser reserves the right to change or supplement these Rules and Conditions at any time and with immediate effect, including the discontinuation of the Campaign in its entirety or the changing of the Campaign activities, objectives or work plan. Eventual changes or supplementations shall become binding with immediate effect as of the date of their publication on the Campaign's landing page.

**1.3.** All changes and supplementations of these Rules and Conditions shall be published on the Campaign's landing page, while a notification shall also be sent to the Partner's e-mail address indicated in the application form on becoming a partner of the Campaign (hereinafter: E-Mail Address). The Partner shall be deemed to agree with the changes or supplementations of the Rules and Conditions if it continues to participate in the Campaign or implement Campaign activities. A Partner that does not agree with the changes or supplementations may at any time terminate its participation in the Campaign or the implementation of Campaign activities by sending a written statement on the termination of participation to the e-mail address [info@healthyarteries.org](mailto:info@healthyarteries.org) or via regular mail to the Organiser's address: Zavod Zdrave arterije, Leskoškova cesta 11a, 1000 Ljubljana.

**1.4.** The Organiser assumes no responsibility for eventual charges or other liabilities of the Partner stipulated by the legislation that the Partner must observe or pay in relation to the implementation of Campaign activities, the fulfilment of its objective or work plan.

**1.5.** The Organiser reserves the right to terminate the Campaign, its activities, objectives or work plan in their entirety or in part, or to replace all or part of them with new ones. This may result in the cancellation of certain benefits or activities, i.e. all with immediate effect as of the date of their publication on the Campaign's landing page and no later than within six (6) months of the date the notification about this is sent to the Partner's E-Mail Address. After the expiry of this deadline, the Partner shall not be entitled to any compensation.

**1.6.** The Organiser assumes no responsibility for any damage or loss that might be caused by the change or supplementation of these Rules and Conditions

## 2. Becoming the Partner

**2.1.** The Partner becomes any company or organisation whose application form on becoming a partner of the Campaign was positively assessed by the Organiser.

**2.2.** The Organiser reserves the right to decide on confirming the request on joining the Campaign at its own discretion and shall not be obliged to explain its decision.

**2.3.** Individuals cannot join the Campaign or participate in it as Partners.

**2.4.** A company or organisation wishing to join the Campaign must fill in the application form on becoming a partner of the Campaign published on the Campaign's website or send a request to e-mail address [info@healthyarteries.org](mailto:info@healthyarteries.org). Every employee who fills in the application form on becoming a partner of the Campaign on behalf of the company or organisation thereby confirms that they are authorised to perform such acts on behalf of the company or organisation.

**2.5.** A company or organisation must appoint a contact person from the ranks of its own employees who shall serve as its contact point for communication relating to the implementation of activities. The company or organisation must notify the Organiser at the e-mail address [info@healthyarteries.org](mailto:info@healthyarteries.org) of a replacement of the contact person within the shortest possible time, which may not be longer than ten (10) business days. The contact person's e-mail address is simultaneously the Partner's E-Mail Address, whereby the provisions of this point also apply mutatis mutandis to the Partner.

**2.6.** A company or organisation becomes a Partner on the day when the Organiser (after receiving a correctly filled-in application form on becoming a partner of the Campaign and performed verification of whether the conditions for participation have been met) sends a message on the positively assessed application to the contact E-Mail Address. Because the confirmation of participation in the Campaign is not automated, it may take some time.

**2.7.** Certain benefits arising from participation in the Campaign or the implementation of activities may be used only based on the submission of relevant certificates or based on the acquisition of certain information. The Organiser shall not be obliged to compensate any damage or provide other benefits if the Partner is unable in such an event to use the benefits because it is waiting for the verification of information relating to this and the like.

**2.8.** A company or organisation that joins the Campaign and becomes the Partner explicitly authorises the Organiser to use all data about it stored in the Organiser's system for the provision of services and information relating to the Campaign and the implementation of activities, the provision of benefits and the exercise of other rights and fulfilment of obligations relating to this, which also includes all business partners, as well as for own marketing and communication needs. This information shall be treated as confidential and shall not be communicated to any third party, except to the business partners for the purposes of participation in the Campaign or the implementation of Campaign activities as well as the exercise of rights and the fulfilment of obligations relating to this. The Partner shall also be informed of the new features in the operations as well as goods and services (hereinafter: Products) of the Organiser and its business partners within the scope and for the purpose of Campaign implementation and the exercise of rights and fulfilment of obligations relating to this. They may be notified on the E-Mail Address, over the telephone or by mail to the address they indicated in the application form on becoming a partner of the Campaign or using the contact details they provided in previous contacts as part of the business dealings with the Organiser. Certain content and information shall be published on the Campaign's website or sent to the Partner's E-Mail Address.

### 3. Mutual Cooperation between the Organiser and Partner

**3.1.** The Campaign shall be managed and coordinated by the Organiser, while the Partner shall participate in the Campaign as a promoter and the entity implementing the Campaign and its activities mainly in the country of the Partner whereby they shall primarily observe the following Campaign work plan including individual activities stipulated in the plan as also defined in the Healthy Arteries Campaign Workbook:

- a)** Setup of social network accounts and moderation of the Healthy Arteries website in the country of the Partner (hereinafter: the Local Website), which includes, but is not limited to the following:
  - writing, editing and publishing texts;
  - optimisation of the Local Website and social networks;
  - addition of the ankle-brachial index measurement providers on the map, etc.
  
- b)** Distribution or delivery of promotional and educational materials to all locations where peripheral arterial disease diagnostics services are provided (e.g. to all ankle-brachial index measurement providers, and at all promotional and educational events conducted within the scope of the Campaign, its activities or the work plan.
  
- c)** Organisation of promotional and educational events and the establishment of cooperation with professional associations, patients' associations and other partners in the sectors of peripheral arterial disease diagnostics and treatment and the development and manufacture of diagnostics devices or other Products in this field (hereinafter: the Interested Public), with an emphasis on:
  - the establishment of cooperation with or the acquisition of new Campaign supporters in professional associations, patients' associations and sponsors and partners in the sectors operating in the field of peripheral arterial disease;
  - conducted presentations of the Campaign for the members of patients' association;
  - conducted presentations at public events;
  - conducted large public promotional events and other forms of public promotion (billboards, advertising messages and digital campaigns);unless otherwise agreed by the Organiser and Partner concurrently, in writing and taking into account these Rules and Conditions while observing the specificities of the organisation of operations in the country of the Partner or unless otherwise stipulated in these Rules and Conditions.

**3.2.** The Organiser and the Partner shall strive with the due diligence of a good businessman to ensure quality, diligent and timely implementation of all activities, fulfilment of the Campaign objectives or work plan as well as the performance of other activities, exercise of rights and fulfilment of obligations relating to this.

**3.3.** The Organiser and the Partner shall regularly evaluate or assess the implementation of Campaign activities, the fulfilment of objectives and the realisation of the work plan, i.e. mainly according to the criteria that represent the basis for the determination and ascertainment of the Partner's eligibility to the benefits, which they shall do in accordance with these Rules and Conditions and taking into account the specificities of the organisation of operations in the country of the Partner. In doing so, the Organiser and Partner may – while observing the specificities of the organisation of operations in the country of the Partner – agree otherwise in writing and concurrently, i.e. on a different type and scope of individual activities within the scope of the work plan or on the objectives and deadlines for their fulfilment, which they shall do in observance of the provisions of these Rules and Conditions.

**3.4.** The Organiser and Partner shall be obliged to act and operate in accordance with good business practice and ethics, in good faith and in a manner that reflects and preserves the good name, goodwill and reputation of the Organiser and Partner as well as of the Campaign itself.

**3.5.** The Organiser and Partner shall be obliged to notify one another in a timely manner of any and all circumstances and information that could affect participation in the Campaign and the implementation of its activities, i.e. all within the framework of these Rules and Conditions.

## 4. Obligations of the Organiser

**4.1.** The Organiser shall determine and provide the logo and the complete corporate identity of the Campaign, including promotional and educational materials in English. When the Partner sends translations from the English into the official language of the country of the Partner to the Organiser, the latter shall provide for the printing of the said materials and their distribution to the registered office of the Partner.

**4.2.** After the application on becoming a partner of the Campaign has been positively assessed; **the Organiser shall perform the following in accordance with these Rules and Conditions:**

**a)** Design and deploy the Local Website and provide for a domain name for it in the country of the Partner, provide a document with basic instructions and recommendations to the Partner on how to use WordPress, and provide an online or on-site one-hour training session for the Partner about this, i.e. within two (2) weeks of the deployment of the Local Website; as an administrator of said website it shall observe administrator authorisations, the structure and format of the website and the corporate identity of the Campaign and shall in doing so insert the translations of the basic website text provided by the Partner; it shall further ensure the subsequent functioning of the website and provide technical assistance in this regard.

**b)** Upon the start of the Campaign and the commencement of the implementation of its activities or the pursuit of its initial objectives or activities of the work plan, it shall also provide relevant consultation to the Partner and shall in doing so help and support the latter.

**c)** Within the period of one (1) week of the date of the sent notice on the positively assessed application, it shall send to the Partner the Healthy Arteries Campaign Workbook in the English language, which concretely defines and lays down the individual objectives or activities of the Campaign work plan and the recommendations and advice on their implementation.

**4.3.** The Organiser shall regularly monitor the implementation of Campaign activities and the realisation of individual objectives or activities under the work plan.

## 5. Obligations of the Partner

**5.1.** The Partner shall use the Local Website, logos, slogans and other elements of the corporate identity, including promotional and educational as well as other materials and documentary elements of the Campaign (such as brochures and associated stands, flyers, posters, billboards, etc.), which shall not be changed in terms of graphics or design, and shall do so within the framework and for the purpose of the Campaign and in accordance with these Rules and Conditions.

**5.2.** The Partner shall:

**a)** Ensure suitable, appropriate and accurate translations of the basic text for the Local Website, promotional and educational material and other materials as well as documentary elements from the English to the official language of its country.

**b)** Take part in the one-hour free-of-charge training on the use of WordPress and the administration of the Local Website.

**c)** Prepare, write and edit news or content contributions for the Local Website, whereby it shall publish at least one (1) new piece of news or content contribution per week.

**d)** Actively add and confirm companies and organisations on the map of the providers of ankle-brachial index measurement, whereby it shall do so for the first (30) companies or organisations within a period of four (4) weeks after the deployment of the Local Website.

- e) Ensure and provide for the management of search engine optimisation for the Local Website, including its advertising or promotion.
- f) Actively search for and contact Campaign supporters or Interested Public and key opinion leaders.
- g) Distribute or deliver promotional and educational materials free of charge to the location of each new buyer of the device for ankle-brachial index measurement and to all other representatives of the Interested Public that request them.
- h) Purchase all promotional and educational materials from the Organiser, the cost of which shall depend on the number of ordered materials and the average costs of production and printing. The price list for packages shall be published on the Campaign's website or sent to the Partner's E-Mail Address.

**5.3.** The Partner shall work with the Organiser during the regular monitoring of the implementation of Campaign activities and the realisation of individual objectives within the scope of the work plan that applies to the Partner. To this end, it must provide the Organiser with all the required data and information.

## 6. Financing and Coverage of the Costs of Campaign Implementation

**6.1.** Because the purpose of the Campaign is non-commercial, any sale shall be forbidden, or the Partners shall not be allowed to sell promotional and educational materials and other materials they obtain or purchase in accordance with these Rules and Conditions for the purposes of the implementation of the Campaign and its activities. Notwithstanding the above, fund collection activities may be performed within the scope and for the purposes of the Campaign in accordance with these Rules and Conditions.

**6.2.** Under the conditions and in the manner laid down in these Rules and Conditions, the Organiser and Partner undertake to each cover their own respective costs of the materials, documentary materials and Products for Campaign activities, for the implementation or production of which they are authorised hereunder. Taking into account the specificities of the organisation of operations in the country of the Partner, the Organiser and Partner shall also agree concurrently and in writing on the cost coverage conditions and method that differ from those stipulated in this point.

## 7. Copyrights and Intellectual Property Rights

**7.1.** The corporate, design or visual identity of the Campaign, including logos, slogans, promotional and educational materials as well as other materials and documentary elements of the Campaign (such as brochures and associated stands, flyers, posters, billboards, etc.) shall be the exclusive property of the Organiser or its partners or contractors. The materials listed above include the computer code, arranged structure and design of the website, and the textual, pictorial, sound and other materials on the website that is provided by the Organiser, with the exception of copyrighted works which must be provided by the Partner in accordance with these Rules and Conditions (news for publication on the Local Website and social media of the Partner, translations of promotional and educational materials and other materials and documentary elements, etc.). All rights are reserved. Copying, alteration, distribution or other use of all the above-mentioned information or data shall not be permitted without the prior explicit written consent of the Organiser.

**7.2.** The Partner may use the client's copyright works exclusively for the purpose of the implementation of the Campaign and its activities hereunder. This includes but is not limited to, for example, publication in its multimedia products, use at its events, for promotional presentations, etc., i.e. all subject to any given implementation of the Campaign and its activities by the Partner in accordance with these Rules and Conditions.

**7.3.** Within the scope and for the purpose of the Campaign and in accordance with these Rules and Conditions, the Partner may also create copyright works based on an order placed by the Organiser or independently and offer the Organiser the transfer of copyrights on the copyright work already created. The Organiser may supervise the creation

of the copyright work provided this does not interfere with the creative freedom of such creation. In doing so, the Organiser shall independently decide whether to publish the Partner's copyright work or not, how many times to publish it (primary and secondary use of the copyright work) and how to publish it, i.e. irrespective of whether the Organiser had ordered the copyright work or whether the case involves a copyright work that the Partner had created independently (without the Organiser placing an order) and handed it over to the Organiser. In such cases:

- a)** The Partner shall have the exclusive right in accordance with these Rules and Conditions to have its authorship on its work recognised, whereby all copyright works hereunder, for which the Partner so decides, may be marked with the Partner's code.
- b)** In accordance with these Rules and Conditions, the Partner shall have the right to have the Organiser not deface the copyright work, interfere with it or use it in any way that would diminish the author's personality.
- c)** In its work, the Partner shall be autonomous and independent meaning that it shall have freedom in designing the copyright works, it shall be allowed to exercise own initiative and creativity, but shall be obliged to observe the specificities of the purpose and promotional and educational policy of the Campaign or other guidelines of the Organiser in accordance with these Rules and Conditions.
- d)** The copyright works that the Partner shall prepare for the Organiser must be of appropriate quality and professional and – if the production of a copyright work is ordered by a certain deadline – shall be produced in a timely manner, whereby the Organiser shall be exclusively competent for issuing the final assessment regarding the question of whether or not the copyright work complies with the requirements and the specificities of the purpose and the promotional and educational policy of the Campaign, whereby the Organiser must previously agree with the Partner on the possible change or transformation of the copyright work.
- e)** By handing over the copyright work, the Partner guarantees that each copyright work is its own creation, that it has been created legally, that it is not slanderous or defamatory, discriminatory, offensive or indecent, and that eventual information indicated in the copyright work is true and accurate. The Partner further guarantees that the copyright work has not been previously created or published and that it is the exclusive holder of moral and material copyrights as well as that there are no third parties that hold material rights that are the subject of the transfer or that there are no obstacles preventing the transfer of material rights to the Organiser.
- f)** The Partner guarantees that the copyright work does not violate the copyrights and other rights of third parties. In the event of such violations, it undertakes to reimburse the damage or costs to the Organiser.
- g)** The Organiser assumes no responsibility for eventual disputes of the Partner about third party copyrights in relation to the rights that are transferred hereunder.
- h)** The Partner guarantees that the copyright work does not and will not contain elements of any surreptitious advertising. If the Organiser assesses – in accordance with the applicable laws governing this field – that the copyright work contains elements of surreptitious advertising, the Partner shall suitably change the copyright work at its own expense or shall permit the Organiser to do so at the expense of the Partner.
- i)** The Partner is transferring to the Organiser – exclusively and in an unlimited manner in terms of substance, time and territory – all of the material rights indicated below and further permits the use of the copyright work and its instances (in its entirety or in part or in individual parts, in tangible or intangible form, in modified form, translation, audio-visual transformations or photographs and recordings, whereby the transfer shall apply to all forms of use of the copyright works that are currently known and for all types of data carriers in accordance with the applicable legislation), all in the scope required for the business operations of the Organiser:
  - the right of reproduction;
  - the right of distribution;
  - the right of rental;
  - the right of public performance;
  - the right of public transmission;



- the right of public communication by means of phonograms and videograms;
- the right of public presentation;
- the right of broadcasting, including secondary broadcasting;
- the right of making available to the public;
- the right of transformation.

j) An irrevocable exclusive transfer of all material copyrights pursuant to this chapter to the Organiser shall mean that only the latter or third parties, to which the latter has transferred certain rights in accordance with these Rules and Conditions, may exercise the said rights.

k) The Organiser shall further have the exclusive right to register the copyright works, on which it has obtained material copyrights in accordance with these Rules and Conditions, as its own intellectual property and use them for promotional purposes. It may use the copyright works in magazines, on posters, at exhibitions, in books, in special issues, for advertising and at promotional and educational events, for conducting commercial transactions, in multimedia services and public opinion surveys. It may also offer or transfer them to third parties, whereby it shall in doing so be obliged to indicate the author's code. The Organiser may use the copyright works for secondary use purposes in the form or for the purpose of issuing promotional and educational materials, documentation for business partners, books, CD-ROMs or similar electronic data carriers, slogans, character merchandising, etc.

l) The Partner shall have the exclusive right to use the copyright work in its collected works.

m) Collections of copyright works or other materials created during the creation of copyright content (e.g. databases in the documentation or business materials of the Organiser, etc.) are an independent copyright work that does not fall into the domain of these Rules and Conditions because it is deemed in such cases that the material rights of the authors on such copyright works have already been transferred exclusively and without limitation to the Organiser.

Under the conditions and in the manner stipulated in these Rules and Conditions, the Organiser and the Partner may agree in writing and concurrently about the royalty in respect of the abovementioned provisions of this point.

**7.4.** In the event of violations of copyrights and intellectual property rights, the Organiser reserves the right to act against the violators in accordance with the legislation.

## 8. Data Confidentiality and Business Secrecy

**8.1.** All data and information required for participation in the Campaign or the implementation of its activities as well as specific knowledge which the Organiser and Partner learn during the implementation of the Campaign or these Rules and Conditions, shall irrespective of the format of recording or data carrier on which they are located be deemed to represent a business secret between the Organiser and the Partners. The publication of the abovementioned information and data, their photocopying, reproduction and other forms of processing and provision of access or handover to third parties, both natural persons and legal entities, shall be deemed to represent a serious violation of the provisions of these Rules and Conditions.

**8.2.** The Organiser and the Partner shall be obliged to safeguard business secrecy both during and after participation in the Campaign or the implementation of its activities, i.e. irrespective of the reason for termination.

**8.3.** The provisions of this chapter shall – subject to the applicable legislation – also apply mutatis mutandis to data that are deemed internal, secret or confidential as well as personal, unless provided otherwise by these Rules and Conditions. The Organiser and the Partner shall be obliged to protect all data that are to be protected under this point pursuant to the applicable legislation, whereby they shall ensure protection that corresponds to their respective level of confidentiality. During the time they have such data in their possession, they shall especially not disclose them persons who are not authorised to access them. During their processing, they shall ensure their active and passive protection so that their security and non-disclosure are ensured, while they shall after the said period provide for their permanent and irreversible destruction, unless provided otherwise by the applicable legislation.

**8.4.** The provisions of this chapter shall not apply to the data the content of which was generally known prior to disclosure and which could be accessed by anyone without any obstacles, unless provided otherwise by the applicable legislation. This shall however apply solely when their re-disclosure does not cause any damage, including loss of reputation or goodwill, to the Organiser, Partner or data subjects.

## 9. Data Protection

**9.1.** Based on and in accordance with these Rules and Conditions, the Partner shall – as the contractual data processor, on behalf and for the account of the Organiser as the controller – perform the tasks laid down herein and relating to personal data processing (hereinafter: the Contractual Processing) and shall consequently be explicitly obliged to implement the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter: the Regulation) and other regulations in the area of personal data protection, which the Organiser and Partner undertake to observe when processing personal data.

**9.2.** By participating in the Campaign or joining the performance of its activities and for the entire duration of the Campaign or participation in the Campaign or performance of activities relating to the Campaign, the Organiser permits the Partner to perform Contractual Processing of personal data:

- a)** contact details of the providers of ankle-brachial index measurement services (first and last name of the contact person, their title, e-mail, title, type of provider, address and country of the provider, coordinates of the provider, field and department of the provider, their telephone number and the method of performance of ankle-brachial index measurement);
- b)** data relating to individuals who fill in the questionnaire on the Local Website of the Partner (e-mail address, location, result, i.e. whether they fall into the high-risk group for peripheral arterial disease and (5) the closest provider of ankle-brachial index measurement);

all in the manner and within the scope required for participation in the Campaign, implementation of its activities or the exercise or fulfilment of the mutual rights and obligations of the Organiser and Partner hereunder.

**9.3.** For the purposes of personal data processing in accordance with these Rules and Conditions, data processed in the manner and under the conditions of these Rules and Conditions shall be retained for ten (10) years after the fulfilment of the obligations or ten (10) years after the termination of the agreement or ten (10) years after the end of personal data processing or ten (10) years after the completion of judicial proceedings for the recovery of unpaid liabilities or until the realisation of the purpose for which they were collected. Personal data that are processed only on the basis of consent shall be retained for five (5) years after the withdrawal of consent, unless the interests or the fundamental rights and freedoms of the data subject prevail, in which case data are only processed until the time of the withdrawal of consent, unless the law prescribes a permanent retention (e.g. for archiving purposes).

**9.4.** The Partner may not process personal data for any other purpose that is not defined herein or is not based on these Rules and Conditions for participation in the Campaign, implementation of its activities or the exercise/fulfilment of the rights and obligations of the Organiser and Partner hereunder, unless provided otherwise by the applicable legislation.

**9.5.** The Organiser:

- a)** Shall always be responsible for the legality of the processing of communicated data which is performed in accordance with these Rules and Conditions, within the scope of the exercise/fulfilment of the mutual rights and obligations hereunder or based on the instruction in accordance with these Rules and Conditions, while the Partner shall only be responsible if this is necessary for the assurance of the security of personal data that are communicated to it for the purposes of Contractual Processing under this chapter.



**b)** Hereby issues its explicit consent or general written consent for the Partner to engage additional processors without prior consent. The Partner must inform the Organiser of all intended changes regarding employment, which allows the Organiser to object to such changes.

Taking into account the current state of the art in technology, costs of implementation, nature, scope, circumstances and purposes of processing as well as the probability and severity of the risks for data subjects, it must implement technical and organisational measures for the protection of personal data against unauthorised or illegal processing or accidental loss, destruction or damage as follows:

- premises in which personal data are located shall be protected with an alarm, video surveillance, or access control; they shall be locked outside business hours, while they shall be protected by the presence of employees during business hours; fire protection shall be ensured with an automatic sprinkler system; and protection against water spillage shall be ensured;
- systems and application software, data carriers and the transmission of data over telecommunications networks shall be protected with a system of passwords and user identification as well as limited by the obligation to register subject to the location or country for each domain; personal data carriers shall be stored in secured premises; sensitive personal data shall be protected during transmission over telecommunications means and networks so as to ensure they cannot be read or recognised; security inspections of the software shall be performed; and access to data in electronic format shall be protected with a password at the level of the operating system and the level of the application;
- integrity (immutability) and confidentiality of data shall be ensured through the personal accountability of employees, the confidentiality of data and limited employee authorisations for access to the data, employee education and training about personal data protection, and the obligation of employed workers to sign an explicit statement on the non-disclosure of personal data content; written documentation shall be located in a locked cabinet while written documentation containing sensitive personal data shall be sent via registered post or via e-mail in encrypted and electronically signed form;
- data accessibility or availability shall be ensured through regular archiving, anti-virus programs and backup;
- the traceability of operations performed on data shall be ensured with a level 1 or level 2 audit trail and by ensuring the traceability of the transmission of data to third parties.

#### **9.6.** The Partner:

**a)** Must ensure that the persons authorised for personal data processing have undertaken to safeguard confidentiality or that they are obliged to such by the relevant law.

**b)** Taking into account the current state of the art in technology, costs of implementation, nature, scope, circumstances and purposes of processing as well as the probability and severity of the risks for data subjects, it must implement technical and organisational measures for the protection of personal data in the scope required by legal provisions applying to it, i.e. especially against unauthorised or illegal processing or accidental loss, destruction or damage as follows:

- premises in which personal data are located shall be protected with an alarm, video surveillance, or access control; they shall be locked outside business hours, while they shall be protected by the presence of employees during business hours; fire protection shall be ensured with an automatic sprinkler system; and protection against water spillage shall be ensured;
- systems and application software, data carriers and the transmission of data over telecommunications networks shall be protected with a system of passwords and user identification as well as limited by the obligation to register subject to the location or country for each domain; personal data carriers shall be stored in secured premises; sensitive personal data shall be protected during transmission over telecommunications means and networks so as to ensure they cannot be read or recognised; security inspections of the software shall be performed; and access to data in electronic format shall be protected with a password at the level of the operating system and the level of the application;
- integrity (immutability) and confidentiality of data shall be ensured through the personal accountability of employees, the confidentiality of data and limited employee authorisations for access to the data, employee education and training about personal data protection, and the obligation of employed workers to sign an explicit statement on the non-disclosure of personal data content; written documentation shall be located in a locked cabinet while written documentation containing sensitive personal data shall be sent via registered post or via e-mail in encrypted and electronically signed form;

- data accessibility or availability shall be ensured through regular archiving, anti-virus programs and backup;
- the traceability of operations performed on data shall be ensured with a level 1 or level 2 audit trail and by ensuring the traceability of the transmission of data to third parties.
- it shall also comply with other mandatory requirements laid down by the legal provisions governing personal data protection.

**c)** In the event of a planned change in the employment of workers who process data hereunder, it shall as at the day of receiving a notice on the positively assessed application on joining the Campaign or request for participation notify the Organiser thereof and thus enable the latter to submit a written statement regarding any objection to such a change within five (5) business days.

**d)** It may only cooperate with the subcontractors with which it has suitable agreements or arrangements concluded as at the date of the reception of the notice of the positively assessed application on joining the Campaign or request for participation, whereby the agreements or arrangements bind the subcontractor to observe the conditions applying to personal data processing and stipulated in these Rules and Conditions. In the event of a planned replacement of a subcontractor, the Partner must inform the Organiser thereof and thus enable the latter to submit a written statement regarding any objection to such a replacement within five (5) business days.

**e)** It must keep documentation relating to the activity of personal data processing which is required in accordance with the provisions of the regulations governing data protection such as traceability of processing and record of processing activities.

**f)** In the event of any violation of personal data security hereunder, it must notify the Organiser thereof immediately, but no later than within two business days of learning about the violation.

**g)** As far as this is possible, it must provide the Organiser with reasonable assistance (using suitable technical and organisational means) in the fulfilment of its obligations to respond to the requests of data subjects provided such requests relate to the exercise of their rights laid down in relevant legal provisions. The Organiser shall bear or be liable for any reasonable costs resulting from such assistance.

**h)** Taking into account the nature of processing of communicated personal data and in the scope related to the implementation of these Rules and Conditions, it must assist the Organiser in the fulfilment of the latter's obligations laid down by the legislation in relation to the protection of communicated personal data. If such assistance represents significant costs for the Partner, it shall have the right to receive adequate compensation from the Organiser in accordance with the market rates applying to such services.

**i)** Exclusively within the scope related to the implementation of these Rules and Conditions, it provides the Organiser with access to the information that is reasonably required to prove that it has fulfilled the obligations laid down by the legislation governing personal data protection. It must also enable the Organiser or auditor authorised by the latter to perform an audit once a year, i.e. in the scope relating to personal data processing under this agreement and in relation to the performance of the underlying agreement. If such assistance represents significant costs for the Partner, it shall have the right to receive adequate compensation from the Organiser in accordance with the market rates applying to such services.

**j)** In the event of the termination or cancellation of participation in the Campaign or the implementation of Campaign activities, it must immediately cease processing the personal data of the Organiser (the Partner must return all personal data to the Organiser immediately and immediately destroy any copies of the said data), unless provided otherwise by applicable legislation. It may exceptionally process them solely for the purpose of completing the operations started in accordance with these Rules and Conditions which it is obliged to provide.

**k)** It must process personal data only based on the documentary instructions of the Organiser (including the transfers of personal data to a third country, etc.), unless provided otherwise by applicable legislation. If the Organiser requests the Partner to follow the instructions for processing despite the Partner's notification that such an instruction violates applicable data protection regulations, the Organiser shall be liable for the subsequent processing in accordance with such instructions.

**9.7.** If the Partner fails to act in accordance with the provisions of this chapter and this results in the risk of destruction, alteration, loss or unauthorised processing of personal data, the Organiser must caution it of this and set a new deadline for the elimination of irregularities. If the Partner fails to act in accordance with the Organiser's request, the Organiser may withdraw from or terminate cooperation with the Partner or in the implementation of Campaign activities without a notice period.

## 10. Termination of Cooperation

**10.1.** The Partner may terminate its participation in the Campaign at any time and shall not be required to explain its decision. It shall do so by sending a written statement on the termination of participation to the Organiser's address Leskoškova cesta 11a, 1000 Ljubljana or its e-mail [info@healthyarteries.org](mailto:info@healthyarteries.org). After receiving the statement on the termination of participation, the Organiser shall send a message to the Partner's E-Mail Address on receipt of the statement and a confirmation on the completed termination of participation. Because such a message is not automated, it may take an extended period of time. Until then, but not later than within three (3) months of the date of the statement of termination being sent to the Organiser, the Partner must – also for the purpose of the transfer of the implementation of Campaign activities to another Partner or the Organiser – perform all running Campaign activities and return all Products owned by the Organiser, unless it agrees otherwise with the Organiser.

**10.2.** The Organiser shall have the right at any time to terminate cooperation with the Partner and request the return of all Products which are its property, whereby it shall not be obliged to explain its decisions. The Organiser shall have this right if the Partner fails to act in accordance with these Rules and Conditions or for other justified reasons, especially:

- if the Partner fails to commence the implementation of any activities listed in chapters 3 or 5 of these Rules and Conditions within a period of three (3) months of the date of the sent confirmation on the positively assessed application on joining the Campaign or request for participation;
- Partner's negligence in the implementation of the Campaign activities or work plan;
- the copyright work does not meet the quality level of the client's usual copyright works and even the corrected content does not meet the quality requirements;
- the Partner is in violation of these Rules and Conditions in relation to personal data protection;
- the Partner ceases to implement activities without notice or there are no recorded activities on the part of the Partner over the course of the last twelve (12) months; and
- other serious violations of the provisions of these Rules and Conditions, especially if these are not eliminated by the relevant deadlines even after a written warning.

**10.3.** Cooperation between the Organiser and the Partner shall cease automatically in the following cases:

- discontinuation or termination of the Campaign;
- winding up of the Organiser or Partner;
- the Partner acts to the detriment of the Organiser; or
- the Partner discloses a business secret or the personal or secret information to an unauthorised person.

**10.4.** After the expiry of all rights and obligations arising from the participation in the Campaign and the implementation of Campaign activities, the Organiser shall retain the information on the reasons and circumstances of the eventual non-compliance with these Rules and Conditions as well as on the obligations and rights relating to this, including the observation of the provisions of the Regulation, for another ten (10) years. The Partner's personal data that are processed only on the basis of consent shall be retained for five (5) years after the withdrawal of consent, unless the interests or the fundamental rights and freedoms of the data subject prevail, in which case data are only processed until the time of the withdrawal of consent, unless otherwise prescribed by the law. The Organiser shall use and protect the obtained data in accordance with the provisions of the Regulation and the applicable Slovenian legislation governing personal data protection as defined in greater detail in the Privacy Policy which is available at [www.healthyarteries.org](http://www.healthyarteries.org).

## 11. Final Provisions

**11.1.** The Organiser may amend these Rules and Conditions by way of publication on its website and by sending a notice on this to the Partner's E-Mail Address. If the Partner does not terminate participation in writing and continues to implement Campaign activities even after receiving the notice on the changes or supplementations of these Rules and Conditions, it shall be deemed to agree with them.

**11.2.** Disputes shall be resolved by the competent court in Ljubljana under Slovenian law.

Date: 15 July 2019

Healthy Arteries Institute  
Director