

SAKELIGA USER AND DONOR POLICY

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1 DEFINITIONS

“**Act**” refers to the Protection of Personal Information Act, No 4 of 2013.

“**Anonymous information**” means information that cannot be identified directly or indirectly and that cannot reasonably be used to identify an individual visitor.

“**Consent**” means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.

“**Data controller**” refers to Sakeliga when, on its own or in collaboration with others, it determines the purpose and ways of processing of personal information, and processes data as contemplated in the Act.

“**Data processor(s)**” / “**Operator**” means a person or entity who processes personal information on behalf of Sakeliga.

“**Data subject**” means the person to whom the personal information relates.

“**De-identify**”, in relation to personal information of a data subject, means to delete any information that –

- (a) may identify a data subject;
- (b) can be processed or manipulated by a reasonably foreseeable method to identify a specific data subject; or
- (c) can be linked by a reasonably foreseeable method to other information in such a way that the data subject can be identified.

“**Donor**” means a person who is making or intends to make a donation of whatever nature with monetary value to Sakeliga.

“**Information Officer**” means the chief executive officer of Sakeliga.

“**IP address**” is associated with the point of access through which a data subject accesses the internet and is typically controlled by an internet service provider or a university.

“**Person**” means a natural person or a juristic person.

“**Personal information**” means “personal information” as defined in the Act.

“**Sakeliga**” refers to Sakeliga NPC (registration number: 2012/043725/08).

2 OBJECTIVE OF POLICY

- 2.1 The objectives of this policy are to –
 - 2.1.1 ensure Sakeliga’s commitment to safeguarding the privacy of donors, social media platform users, website visitors and service users; and
 - 2.1.2 regulate commitments and relationships of / with donors.

3 PRIVACY POLICY

SCOPE

- 3.1 The parts of this policy that relate to privacy and personal information are applicable where Sakeliga acts as a data controller with regard to the personal information of data subjects, including funders, website visitors and service users.
- 3.2 Sakeliga’s privacy policy has been drawn up in accordance with applicable legislation. In some cases, additional privacy provisions are provided that apply specifically to certain platforms or practices.
- 3.3 The privacy options exercised by a data subject on third-party websites or platforms are not covered by this policy and Sakeliga has no control over such options.
- 3.4 Sakeliga’s websites and programmes may contain links to other websites that are not owned or controlled by Sakeliga. Sakeliga is not responsible for the privacy practices of third-party platforms.

CATEGORIES OF INFORMATION COLLECTED BY SAKELIGA

- 3.5 Sakeliga collects two basic types of information, namely **personal information** and **anonymous information**, and personal and anonymous information can be used together for processing purposes, *inter alia* to enhance the experience of data subjects on Sakeliga platforms.
- 3.6 Specific types of information that Sakeliga collects include, but are not limited to:
 - 3.6.1 **Registration information:** Information that is supplied to Sakeliga by a data subject when an account is created, when a form on Sakeliga’s website is filled in for funding or other purposes, etc. This includes information such as a data subject’s first name, surname, country of residence, gender, date of birth, email address, user name, ID number and password.
 - 3.6.2 **Transaction information:** Information furnished by a data subject when requesting information or entering into a funding transaction. This includes information such as a data subject’s postal address, telephone number and ordering and payment information, but it does not under any circumstances include any bank card information in the case of credit card transactions.

- 3.6.3 **Analytical information:** Information that Sakeliga obtains from a third party (e.g. Google Analytics) about data subjects' use of Sakeliga's platforms.
 - 3.6.4 **Information about location:** This includes information about location that is furnished by a mobile or other device that communicates with one of Sakeliga's digital platforms or programmes (including by means of beacon technology) or that relates to a data subject's IP address.
 - 3.6.5 **Activity information:** Information on a data subject's patterns and activities of use on Sakeliga's platforms that is collected by, *inter alia*, cookies that in some cases automatically acquire necessary information from a data subject's device and in other cases receives information from a data subject's device with the consent of a data subject.
 - 3.6.6 **Data use, viewing, technical and device information:** Information that is obtained when a data subject visits Sakeliga's digital platforms, uses Sakeliga programmes on third-party websites or platforms, or opens emails sent by Sakeliga. This information includes but is not limited to information regarding a data subject's websites, type of device, unique device identification and IP address.
- 3.7 By visiting Sakeliga's website and other platforms, a data subject agrees to the collection of the information referred to herein. In some cases where it is required by legislation, express consent is obtained from a data subject before certain types of information are collected.

COLLECTION METHODS

- 3.8 Sakeliga collects information that a data subject directly or indirectly furnishes when Sakeliga's platforms (e.g. website) are visited, information is required, enquiries are made or forms are filled in or when data subjects subscribe to newsletters or react to visitor surveys or otherwise communicate with Sakeliga by means of one or more devices.
- 3.9 Sakeliga's platforms collect information by using a variety of technological solutions, such as cookies, analysis devices, Flash, pixels and web beacons, including when a data subject visits Sakeliga's website.
- 3.10 A data subject gives consent for Sakeliga to obtain information from other reliable sources in order to update or supplement the information furnished by a data subject or that Sakeliga has collected automatically, such as when address information is confirmed using third-party services.

NON-DISCLOSURE OF PERSONAL INFORMATION

- 3.11 Subject to the provisions of this policy, Sakeliga will not share a data subject's personal information with any third party.
- 3.12 When businesses render services on behalf of Sakeliga (e.g. marketing and advertising), such service providers are indeed provided with data subjects' personal information, but they are prohibited from using the personal information for purposes other than those requested by Sakeliga and allowed in terms of the Act. By taking part in any Sakeliga platform or filling in any form furnished by Sakeliga, a data subject agrees to the sharing of his or her personal information with third-party service providers so as to enable Sakeliga to effectively perform its functions.
- 3.13 In addition, Sakeliga may share a data subject's personal information with any third parties where a data subject has expressly agreed thereto.
- 3.14 Sakeliga may automatically share a data subject's personal information with third parties –
 - 3.14.1 to enforce conditions of use or rules;
 - 3.14.2 when it is essential for ensuring the safety and security of another visitor or third parties;

- 3.14.3 when it is essential for protecting Sakeliga's rights and property and the rights and property of visitors and third parties;
 - 3.14.4 when it is essential for complying with the process of law; or
 - 3.14.5 in other cases when disclosure at the discretion of the Information Officer is required by the Act.
- 3.15 Sakeliga's websites and applications can offer message boards, chat pages, blogs, social community environments, profile pages and other forums that do not have a restricted audience. If a data subject has furnished personal information when using any such platforms, such personal information may be disclosed without restriction on the use thereof as imposed by Sakeliga.

DATA SECURITY, INTEGRITY AND RETENTION

SECURITY AND INTEGRITY OF DATA

- 3.16 Sakeliga has implemented technical, administrative and physical safety measures that are designed to protect personal information against unauthorised access, disclosure, use and amendment.
- 3.17 Sakeliga regularly reviews security procedures to consider suitable new technology and methods.
- 3.18 Sakeliga does not give any guarantee that any security measures are impenetrable or infallible and is indemnified against liability for any damage that may be suffered as a result of an unforeseen leak of information by an unauthorised party.

RETENTION AND DELETION

- 3.19 Sakeliga is empowered to store any personal information that has been obtained in terms of this policy and retain it for a period of at least six years following a data subject's last electronic or telephonic communication with Sakeliga, including a last donation to Sakeliga, whichever happens last.
- 3.20 Sakeliga furthermore is authorised to retain a data subject's personal information for a longer period than is referred to above, provided that such retention is for historical, statistical or research purposes.
- 3.21 If a period of six years referred to above has expired and a record of personal information has not been kept for historical, statistical or research purposes, Sakeliga will delete or de-identify the record in question as required by the Act.

RIGHTS OF A DATA SUBJECT

- 3.22 The rights of a data subject in terms of the policy are in accordance with the rights granted to data subjects in the Act. In particular, a data subject has, subject to the scope thereof as provided in the Act, the right:
- 3.22.1 to obtain access to own personal information;
 - 3.22.2 to rectification of own personal information;
 - 3.22.3 to have processing of own personal information restricted;
 - 3.22.4 to object to processing of own personal information;
 - 3.22.5 to data transferability;
 - 3.22.6 to complain to a supervising authority; and
 - 3.22.7 to withdraw consent as required in the Act and that was provided previously in terms of the Act and/or this or another policy of Sakeliga.

- 3.23 A data subject may exercise his or her rights in terms of the policy by forwarding a request to diens@sakeliga.co.za, which request shall be responded to within a reasonable time but not later than three workdays.

CHANGES TO THE PRIVACY POLICY

- 3.24 This privacy policy may be amended from time to time. Without derogating from the general duty of a data subject to stay abreast of changes to this policy, Sakeliga will as far as is practically feasible notify data subjects of amendments to the policy.

4 POLICY ON DONATIONS AND GENERAL USE

DONATIONS

- 4.1 When a donor makes a donation to Sakeliga, the donor agrees to Sakeliga's terms and conditions and privacy provisions as set out in this policy.
- 4.2 Donations are applied in furtherance of Sakeliga's stated objectives, and financial management is exercised in terms of Sakeliga's memorandum of incorporation. With the exception of funding agreements that explicitly provide otherwise, no donor is empowered to prescribe towards what specific objective of Sakeliga his or her donation must be used.
- 4.3 Sakeliga is not in control of third-party payment portals (such as Payfast) by means of which donors make donations to Sakeliga and does not accept any responsibility for the security or privacy of transactions on third-party platforms.
- 4.4 Donations to Sakeliga are made on the basis of *pro deo* and not *quid pro quo*.
- 4.5 A person making a donation to Sakeliga using whatever method or agreement does not *ipso facto* become a member of Sakeliga. No person is automatically entitled to any category of membership.

DONATIONS INTER VIVOS

- 4.6 A person, including a juristic person, may in the following ways make an offer to donate to Sakeliga:
- 4.6.1 By filling in the necessary electronic forms on Sakeliga's website;
 - 4.6.2 By subscribing as a funder on Sakeliga's website, having made a choice with regard to monthly or annual funding at a specific amount;
 - 4.6.3 By offering to enter into a funding partnership with Sakeliga; and
 - 4.6.4 By offering, either orally to a representative of Sakeliga or in writing by way of Sakeliga's email address or an address of a Sakeliga representative, to donate an amount, whether once-off or recurrent, to Sakeliga.
- 4.7 In the event of an offer made by means of filling in electronic forms on Sakeliga's website, the offer is accepted by Sakeliga when a payment is made via a payment portal nominated for this purpose on Sakeliga's website, provided that Sakeliga may refuse the offer within five business days of receipt of the amount by furnishing proof to the prospective donor that the full amount (less any applicable platform fees) has been refunded to the prospective donor.
- 4.8 In the event of an offer by means of subscribing as a funder on Sakeliga's website, the offer is accepted by successfully filling in and returning the form, provided that Sakeliga may within five business days notify the prospective donor that the offer is rejected.

- 4.9 In the event of an offer to enter into a funding agreement with Sakeliga or in the event of an offer of funding that otherwise is made known orally or in writing to Sakeliga or a representative of Sakeliga, the offer is accepted by an authorised representative of Sakeliga accepting the offer orally or in writing.

TERMINATION OF DONATION OBLIGATIONS

- 4.10 Subject to the provisions of this paragraph, a donation offer that has been accepted by Sakeliga cannot be revoked or cancelled.
- 4.10.1 In the event of a donation offer for a series of payments over a fixed period, that has been accepted (for example, for an amount annually over a period of five years), the series of payments must be completed.
- 4.10.2 Month-to-month or year-to-year obligations may be terminated with notice of not less than twenty-five (25) days prior to the next scheduled payment, by sending an email with an unequivocal request for termination, accompanied by the donor's ID number, to diens@sakeliga.co.za.
- 4.10.3 Month-to-month or year-to-year obligations by way of credit card payment may be summarily terminated online by following the applicable procedure of the payment service provider (such as Payfast).
- 4.11 Depending on the payment option and payment frequency selected when making an offer for donation, donation fees will be recovered monthly or annually by means of a debit order or repetitive credit card payments. In other cases it may be necessary for a donor to manually effect electronic transfer payments. It remains the responsibility of a donor to ensure that adequate funds are available for any given transaction to be completed successfully.

5 DISPUTE RESOLUTION

DOMICILIUM CITANDI ET EXECUTANDI

- 5.1 Sakeliga's chosen *domicilium citandi et executandi* is Building A, 5th Floor, Loftus Park, 416 Kirkness Road, Arcadia, Pretoria, 0007.
- 5.2 Any disputes in respect of matters regulated by this policy and related legislation shall arise for jurisdictional purposes at Sakeliga's chosen *domicilium citandi et executandi*.

6 CONTACT DETAILS

GENERAL CONTACT DETAILS	
Physical address	Building A, 5th Floor, Loftus Park, 416 Kirkness Road, Arcadia, Pretoria, 0007
Postal address	Postnet Suite 091, Private Bag X1, Menlo Park, Gauteng, 0102
Website	https://sakeliga.co.za/kontak-ons/
Telephone	012 880 1951
Email address	diens@sakeliga.co.za

DETAILS OF INFORMATION OFFICER	
Name and surname	PJ le Roux
Email address	ceo@sakeliga.co.za
Telephone	012 880 1951