

PRIVACY AND DATA SECURITY POLICY

Welcome to MILLENNIUM FOODS , website at [https://](https://millenniumfoods.co.za/)
<https://millenniumfoods.co.za/> ("our website" or "the MILLENNIUM FOODS website").

This Privacy and Data Security Policy ("Privacy Policy") sets out the basis on which we, MILLENNIUM FOODS , a division of Libstar Operations (Pty) Ltd with registration number 2014/062496/07 ("LIBSTAR"), uses or processes your personal or business data when you use the MILLENNIUM FOODS website or any Services and software provided by us. It is to be read with together with our website terms and conditions set out at <http://millenniumfoods.co.za> ("the Terms of Use" or "TOU").

The aforementioned information falls into two categories:

- A. Data information required for you to use the MILLENNIUM FOODS Services;
- B. Data or information in any format inputted or uploaded to our website by yourself ("Subscriber Data").

1. INTERPRETATION

1.1 ADMINISTRATOR

means an individual appointed by MILLENNIUM FOODS to carry out administrative and managerial tasks that control the access and usage by yourself and other of the MILLENNIUM FOODS Services and services ancillary thereto;

1.2 CONSENT

means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information, as defined in the Protection of Personal Information Act 4 of 2013;

1.3 CUSTOMER

shall have the meaning set out in clause 15;

1.4 DATA SUBJECT

means the person to whom the personal information relates (can also be the "Customer");

1.5 DE-IDENTIFY

in relation to personal information of a data subject, means to delete any information that identifies the data subject, can be used or manipulated by a reasonably foreseeable method to other information that identifies the data subject;

1.6 ELECTRONIC COMMUNICATION

means any text, voice, and sound or image message sent over an electronic communications network which is stored in the network or in the recipient's terminal equipment until it is collected by the recipient;

1.7 INFORMATION OFFICER

as defined in section 1 of means in relation to a public body, means an information officer as contemplated in terms of section 1 or 17 of POPI, or a private body as contemplated in section 1 of PAIA;

1.8 OPERATOR

means a person who processes personal information for a responsible party in terms of a contract of mandate, without coming under the direct authority of that party;

1.9 PAIA

means the Promotion to Access of Personal Information Act 2 of 2000;

1.10 PERSONALINFORMATION

as defined in Chapter 1 of the Protection of Personal Information Act 4 of 2013;

1.11 POPI

means the Protection of Personal Information Act 4 of 2013;

1.12 PROCESSING

means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use, dissemination by means of transmission, distribution or making available in any other form or merging, linking (as well as restricting) degradation, erasure or destruction of information;

1.13 RESPONSIBLE PARTY

as defined in Chapter 1 of the Protection of Personal Information Act 4 of 2013;

1.14 SERVICES

any applications, software or services made accessible to you through our website, including without limitation: (a) Applications (if any).

1.15 SUBSCRIBER DATA

means any data or information in any format inputted or uploaded or given to MILLENNIUM FOODS via our website by any person to this agreement other than MILLENNIUM FOODS ;

1.16 THIRD PARTY APPLICATIONS

means software or Applications (if any) that can be accessed through our website that are not provided by or operated by LIBSTAR or a member of the LIBSTAR Group of Companies;

1.17 USER POLICIES

means this Privacy Policy (as amended from time to time), the TOU (as amended from time to time), and all other policies published on our website from time to time;

1.18 VIRUS

means a thing or device (including software, code, file or programme) which may prevent and / or impair or otherwise adversely affect the operation of any computer's software and / or hardware or network and / or any telecommunications service, equipment or network or any other service or device and / or prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole, part or otherwise); or adversely affect the user experience, including worms, Trojan Horses, viruses and other similar things or devices;

2. APPLICATION OF THIS PRIVACY POLICY

2.1 When deciding to register on our website the user / consumer /customer will need to submit certain information. These actions are regulated by the Constitution of South Africa, Act 108 of 1994, the POPI and PAIA (as defined above). This Privacy Policy deals with the collection, storage, access, variation, processing and sharing and final deletion of such information.

3. CHANGES TO THE PRIVACY POLICY

3.1 Any changes which MILLENNIUM FOODS may make to this Privacy Policy in the future will be posted on this page and, where appropriate, notified to you in such a manner as MILLENNIUM FOODS will consider the most suitable for the

majority of the users of our website and Services. Please contact MILLENNIUM FOODS frequently for updates or changes to this Privacy Policy.

4. CONTACT

4.1 In terms of POPI, an Information Officer (section 55) is appointed to regulate any questions, comments and requests regarding this Privacy Policy which are welcomed and should be addressed to LIBSTAR's South African Information Officer at info@lancewood.co.za. Should you have any question or request regarding the type and amount of information MILLENNIUM FOODS keeps on record, you may request same via Section 23 of POPI (with the provisions of sections 18 and 53 of PAIA being applicable) and/or Section 14 and 51 of PAIA.

5. COOKIES

5.1 Cookies contain information that is transferred to the computer's hard drive. You as the user can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. Subject to the aforementioned, if you use your browser settings to block all cookies (including essential cookies) you may find that your use of online services or websites may be impacted or become limited.

5.2 MILLENNIUM FOODS uses cookies to distinguish all users. This helps MILLENNIUM FOODS to provide our users with the most appropriate experience when using the MILLENNIUM FOODS Services. It further allows us to improve our customer service, known as the "MILLENNIUM FOODS Service". You hereby agree that the following cookies may be used by any of the MILLENNIUM FOODS Services:

5.2.1 Strictly necessary cookies. These are cookies that are required for the operation of the MILLENNIUM FOODS Services.

5.2.2 Analytical/performance cookies. These cookies allow MILLENNIUM FOODS to recognise and count the number of visitors and to see how visitors move around any of the MILLENNIUM FOODS Services when they are using them. This helps MILLENNIUM FOODS to improve the way the MILLENNIUM FOODS Services work, for example, by ensuring that users are finding what they are looking for easily.

5.2.3 Functionality cookies. These are used to recognise a user when returning to the MILLENNIUM FOODS Services. This enables MILLENNIUM FOODS to personalise our content and remember preferences (for example, choice of language and region).

5.3 Please note that Third Parties, including, for example, providers of Third Party Applications accessible through our website (if any), may also use cookies

over which MILLENNIUM FOODS have no control. Please see the relevant provisions in the TOU with regards to Third Party Applications.

5.4 The user herewith agrees that cookies do not amount to automated decision making in terms of Section 5(g) read with section 71 of POPI.

6. ADMINISTRATION ACCESS

6.1 Where there is an Administrator overseeing your access to the MILLENNIUM FOODS Service then that administrator may be able to attend to the following:

6.1.1 disclose, restrict, delete or access your Subscriber Data; and

6.1.2 control, amend or remove your access or some of your personal information.

6.2 Any such access or use is outside of DINE-IN's control. Please speak to your administrator about your rights in this regard.

7. DATA PROCESSING

7.1 In terms of POPI, all data processing will only take place as provided for in the act, lawfully and with the consent of the customer / data subject and user. The data processing will take place on the basis that:

7.1.1 the responsible person will be held accountable and ensure that all responsibilities are met;

7.1.2 the processing will take place lawfully, reasonably and does not infringe the privacy of the data subject;

7.1.3 the information requested will be minimal;

7.1.4 the necessary consent has been given;

7.1.5 the data is collected directly from the data subject or it has consented for collection from another source;

7.1.6 there is a specific purpose for the information;

7.1.7 the quality of the information has been updated, completed, and is accurate and not misleading;

7.1.8 the necessary notification has been given to the data subject that personal information is being collected; and

7.1.9 the necessary security measures have been taken.

8. INFORMATION WHICH MILLENNIUM FOODS MAY COLLECT FROM YOU

8.1 By agreeing to this Privacy Policy, you consent that MILLENNIUM FOODS may collect and process the following information from yourself:

8.1.1 Information given to MILLENNIUM FOODS by yourself. You may give MILLENNIUM FOODS information about yourself by completing certain forms that allow you to use and be granted access to Services made available to you by MILLENNIUM FOODS via the MILLENNIUM FOODS Website or by corresponding with L MILLENNIUM FOODS by phone, email or otherwise. This includes information you provide when download or otherwise input or access Subscriber Data (but not the content of the Subscriber Data) or otherwise use or report a problem with the MILLENNIUM FOODS Services. This information you give MILLENNIUM FOODS may include your name, email address, telephone number etc.

8.1.2 Information MILLENNIUM FOODS collects about you. With regards to each of your uses of any of the MILLENNIUM FOODS Services, MILLENNIUM FOODS may automatically collect information, including the Internet Protocol (IP) address used to connect your computer to the internet, the most appropriate language to present the MILLENNIUM FOODS Services to you, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.

8.1.3 Information MILLENNIUM FOODS receives from other sources. MILLENNIUM FOODS works closely with Third Parties (including, for example, business partners, resellers, sub-contractors in technical, payment and delivery service, advertising networks, analytical providers, search information providers, credit reference agencies and credit bureaus).

8.2 By accepting this Agreement, I consent thereto that MILLENNIUM FOODS is collecting the abovementioned data and I am made aware thereof as provided for in section 5(a)(i) read with section 18 of POPI. Furthermore, I consent that the personal information has been collected directly from myself (the data subject) in terms of Section 12 of POPI and that I consent to the processing of my personal information in terms of section 11(1)(a) read with section 10 and confirm that the information is adequate, relevant and not excessive.

8.3 Further to the above, I consent that the data and / or personal information may be collected from another source, and that in doing so, MILLENNIUM FOODS is not in breach of this agreement or section 12(1) of POPI.

8.4 I also consent that the data collected from myself may be subject to a Trans-border Information Flow in terms of section 72 of POPI.

9. CHANGING, DELETING, RETAINING OR ARCHIVING YOUR INFORMATION

9.1 MILLENNIUM FOODS confirms herewith that it will maintain all documentation and records of all processing operations (after collection has taken place) under its responsibility as referred to in sections 14 of 51 of PAIA. Further to this, MILLENNIUM FOODS confirms that all practical steps have been taken to ensure that the personal information is complete, accurate, not misleading and updated where necessary.

9.2 MILLENNIUM FOODS will retain your information for as long as your subscription is active as it is entitled to do in terms of section 14 of POPI. If your subscription to the MILLENNIUM FOODS Services is removed, then except in rare cases where retention of your information is legally necessary (for example to resolve a dispute – see section 14(1)(a- d)), then your information will be deleted from our system within 30 (THIRTY) days. It is, however, possible that backed-up versions of the information might exist for a short time after deletion or for statistical, historical or research purposes, as stated in section 14(2) of POPI.

9.3 The MILLENNIUM FOODS Services are not intended to be an archive or back-up facility. This means that MILLENNIUM FOODS does not back-up or archive specific data that compromises the Subscriber Data or any personal information except where this may be incidental to maintaining MILLENNIUM FOODS Services. If any Subscriber Data or other information is deleted, modified or altered unintentionally, MILLENNIUM FOODS will not have any means of recovering the previous unmodified, unaltered or undeleted version. For that reason we strongly recommended that any Subscriber Data is not stored only through the MILLENNIUM FOODS Services.

9.4 MILLENNIUM FOODS will delete / destroy / de-identify all data / personal information in terms of section 14(4) of POPI as soon as reasonably practicable after MILLENNIUM FOODS is no longer authorised to retain the record in terms of subsection (1) or (2). This destruction will be done so that no reconstruction to an intelligible form cannot take place.

10. USES OF THE INFORMATION

10.1 MILLENNIUM FOODS uses information held about you in the following ways:

10.1.1 Information you provide to MILLENNIUM FOODS will be used:

10.1.1.1 For carrying out DINE-IN's obligations arising from any contracts entered into between yourself and MILLENNIUM FOODS and to provide you with the information, products and services that you request from MILLENNIUM FOODS

10.1.1.2 To provide you with information about other goods and services MILLENNIUM FOODS may offer that are similar to those that you have already enquired about;

10.1.1.3 To notify you about changes in the MILLENNIUM FOODS Services;

10.1.1.4 To ensure that content from the MILLENNIUM FOODS Services is presented in the most effective manner for you and for your computer.

10.1.2 Information MILLENNIUM FOODS collects / receives about you will be used:

10.1.2.1 To administer the MILLENNIUM FOODS Services and for internal operations, such as troubleshooting;

10.1.2.2 To improve the MILLENNIUM FOODS Services to ensure that content is presented in the most effective manner for you and for your computer;

10.1.2.3 To allow you to participate in interactive features at the MILLENNIUM FOODS Services (if any), when you choose to do so;

10.1.2.4 As part of our efforts to keep the MILLENNIUM FOODS Services safe and secure; and

10.1.2.5 MILLENNIUM FOODS will combine information received from other sources with information it already has for the purposes as set out above.

10.2 All use and/or processing of personal information and/or data will be done lawfully and the responsible party will at all times comply with section 4, Chapter 3 (dealing with Conditions for Lawful Processing of Personal Information).

10.3 Further to the above, I confirm that MILLENNIUM FOODS hereby conforms with section 13 of POPI by informing me of the purpose (stated in 11.1 above) for which this data / personal information collection is taking place.

10.4 I also consent MILLENNIUM FOODS to contact myself for the purpose of marketing by means of any form of electronic communication, including automatic calling machines, facsimile machines, SMS's or e-mail and will not be in contravention of section 69(1) of POPI as 69(1)(b).

11. DISCLOSURE OF YOUR INFORMATION

11.1 MILLENNIUM FOODS may share your personal information with any member of its group, which means its subsidiaries, its ultimate holding company and its further subsidiaries, as defined in terms of the Companies Act 71 of 2008.

11.2 MILLENNIUM FOODS may further share your information with its Third Party Service Provider for the purpose of securely storing information in accordance with this Privacy Policy.

11.3 MILLENNIUM FOODS may share your information with selected third parties including business partners, suppliers and sub-contractors only where such information sharing is necessary for the purpose of assisting you with any issues you have with the MILLENNIUM FOODS Services when you raise the request for such assistance, as provided for in paragraph 11.

11.4 MILLENNIUM FOODS may disclose your personal information to third parties:

11.4.1 If MILLENNIUM FOODS or substantially all of its assets or any aspect of the MILLENNIUM FOODS Services are acquired by a Third Party, in which case personal data held by MILLENNIUM FOODS about its customers may be one of the transferred assets; or

11.4.2 if MILLENNIUM FOODS is under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our MILLENNIUM FOODS or any of the group companies, our customers or other interested parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

12. WHERE MILLENNIUM FOODS STORES YOUR DATA

12.1 All information you provide MILLENNIUM FOODS is stored in encrypted form in South Africa on secure servers operated by Digital Ocean. Details of the security at this storage can be provided upon written request.

12.2 The data that MILLENNIUM FOODS collects from you will not be transferred to, and stored at, a destination outside South Africa (a trans-border transaction) which does not comply with the requirements of POPI. It may be processed by staff outside South Africa who work for MILLENNIUM FOODS or for one of its suppliers. Such staff may be engaged in, among other things, the supply of the MILLENNIUM FOODS Services and the provision of support services. By submitting your personal information, you consent to this transfer, storing or processing. MILLENNIUM FOODS will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this Privacy Policy.

12.3 Unfortunately, the transmission of information via the internet is not completely secure. Although MILLENNIUM FOODS will do its best to protect your personal information, MILLENNIUM FOODS cannot guarantee the security once it is transmitted to the MILLENNIUM FOODS Services; any transmission is at your

own risk. Once MILLENNIUM FOODS has received your personal information, MILLENNIUM FOODS will use strict procedures and security features to try to prevent unauthorised access.

13. YOUR PRIVACY RIGHTS

13.1 Whilst MILLENNIUM FOODS does not intend to process your personal information for marketing purposes without your permission (which you have already consented to in terms of paragraph 10.4, you have the right to ask MILLENNIUM FOODS not to process your personal information for marketing purposes. MILLENNIUM FOODS will seek your permission if MILLENNIUM FOODS intends to use your data for such purposes or if MILLENNIUM FOODS intends to disclose your information to any Third Party for such purposes. You can also exercise the right at any time by contacting MILLENNIUM FOODS at feedback@millenniumfoods.co.za

13.2 The MILLENNIUM FOODS website may, from time to time, contain links to and from the websites of Third Parties including our partner networks, providers of Third Party Applications and services and affiliates. It also provides you with the opportunity to use, and have access to, Third Party Services. If you follow a link to any of these websites or use any Third Party services, please note that they will have their own Privacy Policies and that MILLENNIUM FOODS does not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data or Subscriber Data to these websites or use the Third Party Services.

14. SUBSCRIBER DATA

14.1 Where you upload, download, input or access any Subscriber Data through the MILLENNIUM FOODS website that includes any personal data then it is both your and our intention that (as relevant) you and/or the company or person that entered into the agreement through which you have obtained access to the MILLENNIUM FOODS Service ("the Customer") shall be the data controller(s) and MILLENNIUM FOODS shall be a data processor. In any such case you:

14.1.1 shall ensure that you are entitled to transfer the relevant personal data to MILLENNIUM FOODS so that MILLENNIUM FOODS may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf; and

14.1.2 shall ensure that the relevant Third Parties have been informed of, and have been given their consent to such use, processing and transfer as required by all applicable data protection legislation.

14.2 MILLENNIUM FOODS shall process the personal data only in accordance with POPI and the terms of these agreements entered into with the Customer

and any lawful instructions reasonably given by the Customer from time to time.

14.3 We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage but shall not be responsible or liable for any steps taken in accordance with any requests or instructions made by the Customer.

15. TITLE AND AUTHORITY IN THE SUBSCRIBER DATA

15.1 MILLENNIUM FOODS shall obtain no right, title and interest in and to any of your Subscriber Data. The correct identity of the owner shall be determined by yourself and any Third Parties that may have an interest therein. You warrant and represent that you are fully aware and responsible for the legality, reliability, integrity, accuracy and quality of the Subscriber Data.

15.2 You warrant and represent that you have all the necessary permissions, licences or authorities of any kind as may be needed to carry out such actions with the Subscriber Data as you carry out when using the MILLENNIUM FOODS Services.

15.3 You agree to hold MILLENNIUM FOODS harmless in relation to any claim made against MILLENNIUM FOODS regarding any Subscriber Data.

16. RETAINING SUBSCRIBER DATA

16.1 Your Subscriber Data will be retained until such time as deleted, whether that deletion is by yourself or a person authorised by you. Once Subscriber Data is deleted it is removed from the MILLENNIUM FOODS Services and cannot be resurrected by MILLENNIUM FOODS .

17. NOTIFICATION IN TERMS OF SECTION 18

17.1 In terms of Section 18 of POPI, Millennium Foods brings to the attention of the Customer the following:

17.1.1 the responsible party in this collection of information is Millennium Foods;

17.1.2 the purpose for the collection of this data is in paragraph 10;

17.1.3 by accepting this Privacy Policy, you voluntary supply your information;

17.1.4 should you decide not to accept the Privacy Policy, you must not accept the TOU and you are not authorised to access or use any of MILLENNIUM FOODS Services for any purposes whatsoever;

17.1.5 the recipient of your information will be MILLENNIUM FOODS

17.1.6 you do have the right to lodge a complaint to the Information Regulator;
and

17.1.7 you may object to the processing of your personal information / data in terms of section 11(3) of POPI.