



**INFORMATION
REGULATOR
(SOUTH AFRICA)**

*Ensuring protection of your personal information
and effective access to information*

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23 June 2021

**NOTICE IN TERMS OF SECTION 61(2) OF THE PROTECTION OF PERSONAL
INFORMATION ACT NO 4 OF 2013 (POPIA): ROCKJUMPER BIRDING TOURS CC**

In terms of the provisions of section 61 (2) of POPIA, the Information Regulator gives notice that the Regulator is in receipt of a code of conduct from ROCKJUMPER BIRDING TOURS CC, a close corporation which offers birding adventure. The code deals with how personal information will be processed by the close corporation. Affected persons are invited to submit written comments to the Regulator (email address: codes.IR@justice.gov.za) till the 13th August 2021. A notice will also be published in the Government Gazette in compliance with section 61 (2) of POPIA.



ROCKJUMPER

Worldwide Birding Adventures

Rockjumper Personal Information Code of Conduct

Protection of Personal Information Act of 2013

Interpretations

The following definitions and abbreviations, used in this Code of Conduct, have the same meanings as defined in the Terms and Conditions and shall have the meaning and interpretation as set out in the Terms and Conditions.

Rockjumper Birding Tours CC; and

Content; and

Services; and

Site; and

Terms and Conditions;

The terms “we”, “us” and “our” refer to Rockjumper Birding CC

The terms “you” “yourself” and “your”, refer to you, being that person who reads and accepts this Code of Conduct.

“Agreements” means our various policies and agreements, including but not limited to, Code of Conduct, Terms and Conditions, Privacy Policy, Refund and Return Policy and Services Agreement;

“Card Associations” means individually or collectively China UnionPay, MasterCard, VISA and such other card associations, payment card scheme and/or organisation which runs a payment programme;

“Card Association Rules” means the rules, regulations and policies of the Card Associations as they currently apply or as same may be amended, modified or replaced from time to time;

“CVV2” means a number found on the back of a credit card, which means card verification value 2 and may sometime be referred to as CVC2 which stands for card validation code 2 or CID which means card identification number. For American Express, the code is a four-digit number on the front of the card above the account number.

“Data Processor” shall have the same meaning as under POPIA.

“Data Subject” shall have the same meaning as under POPIA.

“Financial Information” means financial information relating to your personal finances which may include information concerning credit cards, bank accounts and related information;

“Information Officer” shall have the same meaning as under the POPIA.

“Personal Information” means information relating to the Data Subject which includes personally-identifiable information;

“POPIA” means the Protection of Personal Information Act (2013) as enacted by the parliament of South Africa;

“Process/ Processing” means an operation or set of operations performed on personal information or sets of personal information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Profiling” means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual’s performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements;

“Services Agreement” means the agreement entered into between you and Rockjumper Birding Tours cc, either written or oral and however so recorded, that confirms the understanding between Rockjumper Birding Tours cc and you pertaining to the provision of Services including inter alia the general terms of service and the terms of payment for said Services.

Introduction

Rockjumper Birding Tours CC takes your right to privacy seriously and wants you to feel comfortable using our Site and Services.

By using our Site and Services, you are agreeing to the terms and conditions of this Code of Conduct.

We, by Processing Personal Data, as part of the Services provided under the Terms and Conditions acts as the Data Processor of Personal Information, under the direction and responsibility of us in our role as Information Officer of Personal Information.

When you make contact with us either via email, email form or chat (within the Site) or by telephone, we may, as part of the buying and selling process, collect certain personal information such as your name, date of birth, address, and email address.

This Code of Conduct does not apply to other entities that are not owned or controlled by our appointed person or entity in the capacity of Site administrator (“Site Administrator”), nor does it apply to persons that are not employees or agents of the Site Administrator, or that are not under the Site Administrator’s control.

Consent

We may only Process your Personal Information with your prior express and verifiable consent for a specific purpose. Such purposes may include, amongst others (i) completing an application for Services (pre-contractual) (ii) completing the Service Agreement (iii) automated processing including Profiling (iv) completing a transaction (v) verifying your credit card details for payment or arranging for a refund (vi) communications with our tour operators and consultants.

In assessing your eligibility for the Services, we may perform certain automated processing of your Personal Information which may involve Profiling. In such case we shall notify you of such automation processing and only perform such automated processing with your prior express consent.

In all circumstances we will provide you with an opportunity to say no.

Withdrawal of Consent

If after you opt-in you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your Personal Information, at any time, by contacting us at email address info@rockjumper.com or by following our opt-out instructions or by sending mail to:

Rockjumper Birding Tours CC
P O Box 13972, Cascades 3202, South Africa

You may not be able to opt-out of all information sharing, such as information sharing with credit card processors, in connection with payment for Services already provided by Rockjumper Birding Tours CC or certain information sharing with third parties that we are legally required to provide imposed on us by law. (For more information, see Disclosure below).

Processing of Personal Information

Subject to your prior express and verifiable consent, we will process your Personal Information for certain purposes (see CONSENT, above) either, via the Site, email, chat technology, voice over IP (VOIP), telephone or on paper taken by our call operators and/ or tour consultants.

Such Personal Information will typically include, but not limited to, (i) your valid e-mail address (ii) your username (that has not been chosen already) (iii) your full name, (iv) your street address, city, postal code and (v) your date of birth. (See Terms and Conditions for more information on the provisions that apply to you concerning your registration obligations, user conduct and content submissions in addition to provisions that apply to you within this Code of Conduct).

Processing of Financial Information and Personal Information

In no circumstances, shall we record your credit card data (credit card number, CVV2 number, valid and expiry dates) unless for payment purposes (see below, PAYMENT) and even in such instance, we shall never maintain a record of your CVV2 number.

Use of Personal Information

We only collect Personal Information that is relevant to the purpose and business of our Site and Services. This information allows us to provide you with a customized and efficient experience. We do not process this information in a way that is incompatible with this objective.

Your Rights

You have the following rights pertaining to your Personal Information;

To be informed – we must be completely transparent with you in how we are using your Personal Information.

To access – you have the right to know precisely what information is held about you and how it is Processed.

To rectify – you are entitled to have Personal Information rectified if it is inaccurate or incomplete.

To erase – you have the right to having your Personal Information deleted or removed without the need for a specific reason as to why you wish to discontinue.

To restrict – your right to block or suppress processing of Personal Information.

To use – your right to retain and reuse your Personal Information for your own purpose.

To object – in certain circumstances, you may be entitled to object to your Personal Information being used.

To Profiling – your right to protect yourself against the risk that a potentially damaging decision is made without human intervention via automated Processing of your Personal Information.

To complain – your right to lodge a complaint with a supervisory authority.

Our Rights

The general use of our Site does not require registration and as such, subject to the restrictions and provisions of this Code of Conduct, you can visit our website without providing your Personal Information. However, in providing certain Services we may require registration which may involve the Processing of Personal Information.

In such circumstances, if you choose not to provide consent or withhold certain Personal Information from us, then in such instance, it may not be possible for you to gain access to certain parts of the Site nor for us to be able to provide the Services or certain aspects of the Services.

Our Obligations

Notwithstanding the obligations provided for in the Terms and Conditions and this Code of Conduct, we are also obligated by the provisions of POPIA to ensuring that processing of your Personal Information is lawful, fair, transparent, adequate, relevant, accurate, kept for as long as required and proportionate to the purposes for which it is being used.

Subject to a written request by you, we are obligated to provide you with access to your Personal Information and as such provide you with a copy our records pertaining to your Personal Information. If you require such access then please go to Questions and Requests and Contact information, below.

If you cease to be a subscriber or member or customer of Rockjumper Birding Tours CC then, subject to not contravening the requirements of the law, we will be obliged to destroy your Personal Information.

Might there be a security breach concerning your Personal Information and such breach is likely to result in a high risk to your rights and freedoms, then, in such instance, we will be obliged to inform you as soon as possible without undue delay.

Security of Personal Information

Further to our obligations concerning the processing of your Personal Information under POPIA (see under OUR OBLIGATIONS and YOUR RIGHTS) we shall ensure that your Personal Information is securely processed.

To protect your Personal Information, we also take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

You understand that certain other information (not including Personal Information and credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

As on many websites, the Site Administrator may also automatically receive general information that is contained in server log files, such as your IP address, and cookie information.

Payments

If you pay us by credit or debit card we will use a direct payment gateway to complete your purchase, then we will store your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of the Card Associations.

PCI-DSS requirements help ensure the secure handling of credit card information by our Site and its service providers.

Third-party Services

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform certain services they provide to us.

Certain third-party services, such as payment gateways and other transaction or payment processors are required to abide by security standards imposed on them, such as the Payment Card Industry Data Security Standard (PCI-DSS), which is a set of security standards designed to ensure that all payment processors that accept, process, store or transmit credit card information maintain a secure environment. All direct payment gateways we utilise adhere to PCI-DSS, which is a joint effort of brands like Visa, MasterCard, American Express and Discover, to safeguard card data handling.

Whilst we shall not store your credit card information, such payment gateways and other transaction or payment processors, under PCI-DSS, may store your purchase transaction data for only as long as is necessary to complete the transaction and thereafter for only as long as it is required by law.

Such third-party payment gateways and other transaction or payment processors and other third parties, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So, if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our Site or are redirected to a third-party website or application, you are no longer governed by this Code of Conduct or the Agreements.

Links

When you click on links on our Site, they may direct you away from our Site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

Cookies

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and tell us how and when pages in our Site are visited and by how many people. Our Site may use session cookies which track your browser session. These do not store any information on your computer but merely allow our Site to recognise your order and its contents and whether you are logged in to your account.

Rockjumper Birding Tours CC cookies do not collect Personal Information, and we do not combine information collected through cookies with other personal information to tell us who you are or what your screen name or e-mail address is.

By using this Site and/or using any Services provided via it, you agree to the above use of cookies.

Disclosure

We may disclose your Personal Information if we are required by law to do so or if you violate our Code of Conduct or Agreements.

We reserve the right to release and disclose any Personal Information provided by you to law enforcement or other governmental officials as may be required by law or in our sole and absolute discretion (as may be permitted by law), deem necessary to comply with any applicable law or at the request of any governmental entity or agency.

Changes to this Code of Conduct

Changes may be made to this Code of Conduct from time to time. You will be notified of substantial changes to this Code of Conduct either by through the posting of a prominent announcement on the Site, and/or by a mail message sent to the e-mail address you have provided, which is stored within your user settings.

We reserve the right to modify this Code of Conduct at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Site. If we make material changes to this Code of Conduct, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our Company is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products or services to you.

Legislation Concerning Code of Conduct

This Code of Conduct has been drafted to comply with the South African Protection of Personal Information Act of 2013 and certain extraterritorial legislation pertaining to other jurisdictions such as that contained in the EU's General Data Protection Regulation 2016/679 (GDPR) and Mauritius data protection act 2017, as appropriate.

Questions and Requests and Contact Information

If you would like to: access, correct, amend or delete any Personal Information we record on you, register a complaint, or simply want questions answered or more information, then please contact us by addressing an email to info@rockjumperbirding.com.