**Data licence agreement – venues and companies**

The Fringe Society collect data on behalf of venues and companies (third parties) who register with the Fringe Society for programme and ticket agency services.

Through their registration process, customers can opt in to receive the following communications:

1. Would you like to sign up to be emailed by the Fringe Society about our products and services? (optional)
2. Would you like to sign up to be emailed by the companies of shows that you’ve purchased tickets for? (optional)
3. Would you like to sign up to be emailed by the venues of shows that you’ve purchased tickets for? (optional)

Data collected from opt ins 2 and 3 will be made available to the registered contact for that relevant third party.

*Please note, the Fringe Society will only gather consent to communicate via email; this means data supplied* ***must not*** *be used to contact customers by telephone or post.*

Under the new General Data Protection Regulations, customers must have given clear consent for the processing of their data where it will be passed to a third party.

Because of this, customer data will only be supplied to the following parties:

**If you are a venue:**

A registered Organisation Administrator for the venue in edfringeware will agree to the Data Licence Agreement. Upon agreement, they may identify a nominated contact to receive the data (such as a Marketing Manager). All data will be transferred to this named contact securely.

**If you are a Company:**

The registered Show Primary Contact in edfringeware will agree to the Data Licence Agreement. Upon agreement, the Primary Contact may identify a nominated contact to receive the data (such as a Marketing Manager). All data will be transferred to this named contact securely. If your company has more than one show, the data licence agreement must list each show.

*In line with the current legislation, no prior year data will be available after 25 May 2018 unless a customer has given their explicit consent and opted in. Prior year customers were contacted before 25 May 2018 to encourage them to opt in.*

To manage data processing, storage and retention, data for each Fringe season must be requested by the launch of the Fringe programme in the following year (June). Data requests should be sent to datarequest@edfringe.com

Outlined below are the conditions under which data will be supplied to third parties, and the restrictions of use for that data.

**Data Licence Agreement (Please complete the section relevant to you)**

**Organisations (Venues)**

We \_\_\_\_\_\_\_\_\_[INSERT ORG NAME]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ confirm acceptance of the following terms and conditions related to data received on behalf of \_\_\_\_\_\_\_\_\_\_\_[INSERT VENUE NAME/S]\_\_\_\_\_\_\_\_\_\_ on xx/xx/20xx

**Companies**

We \_\_\_\_\_\_\_\_\_[INSERT COMPANY NAME]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ confirm acceptance of the following terms and conditions related to data received on behalf of \_\_\_\_\_\_\_\_\_\_\_[INSERT SHOW NAME/S]\_\_\_\_\_\_\_\_\_\_ on xx/xx/20xx

*The names of organisations, venues, companies and shows should relate directly to the Edfringeware system. If you complete this form with other or incorrect names, you may be asked to complete it again.*

**Terms and Conditions:**

Customers should be added to your mailing list, and any correspondence must be related to the services for which they have given consent. For the avoidance of doubt, this means data can only be used in connection with your Edinburgh Festival Fringe activities, irrespective of any year-round activity.

Once data is transferred to your mailing list software (or appropriate alternative) you must delete the supplied data file. This includes email, file storage, network, cloud and other storage types, including removal from your recycle bin (or similar).

The data must not be forwarded or sold on to other organisations, including those with whom you have a working relationship, such as marketing and PR services.

Any time these customers are contacted, they must be given the option to unsubscribe from the mailing list in a clear and easy way.

If a customer opts out of receiving communication directly with your organisation, you must remove them permanently from all lists and not contact them again even if we resupply their details because they have not changed their preferences at the Fringe Society. It is recommended a reliable mailing list service is used to help manage these preferences.

Customer data should be protected always; this includes password protected files, secure, password protected access to mailing list services and ensuring no emails are visible to others when correspondence is sent (ensure emails are BCC’d).

You should have in place a clear policy and process for the removal of customer data, should a customer request it.

Signature to this agreement is confirmation that you accept full responsibility for any data supplied to you and your organisation. As such, any complaint to the ICO that is found to be a result of non-adherence to this agreement will be your liability in all circumstances.

Signed

xx/xx/20xx

**If data is to be sent to a nominated party, please detail this below:**

Name:

Title:

Email: