



## Our Privacy Statement

1. Definitions
  - 1.1. **We, us** and **our** refers to Discovery Vitality (Pty) Ltd.
  - 1.2. **You** and **your** refers to the participants who make use of the services offered at the HealthyFood Studio.
  - 1.3. **Your personal information** refers to personal information about you, your spouse, your dependents (as relevant). It includes information about health, financial status, sex, age, contact numbers and addresses.
  - 1.4. **Process information** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
  - 1.5. **Competent person** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.
2. When you engage with us, you trust us with personal information about yourself, your family and, in some cases, your employees. We are committed to protecting your right to privacy. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your personal information in line with the Protection of Personal Information Act (**POPIA**).
3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to process your information to facilitate your booking and services offered through the HealthyFood Studio.
4. We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other sources. If you share your personal information with any third parties, we will not be responsible for any loss you, your dependants, your spouse or your employees suffer.
5. You warrant that when you give us personal information about your dependants, spouse, or employees, you have received their permission to share their personal information with us for the purposes set out in this privacy statement and any other related purposes.
6. If you are an employer, you agree to indemnify us against any loss or damage, direct or indirect, that an employee suffers because of the unauthorised use of their personal information.
7. If you are giving consent for a person under 18 (a minor) you, as the legal guardian, represent and warrant that you are the authorised legal guardian, you have the legal capacity to provide consent on behalf of the minor and have not been divested of such legal guardianship or authority.

8. You agree that we may process your personal information for the following purposes:
  - 8.1. The administration of the HealthyFood Studio services
  - 8.2. The rendering of services by Discovery Vitality
  - 8.3. The provision of relevant information to a contracted third party who require such information to render a service to you and only if such contracted third party agrees to keep the information confidential.
9. If a third party asks us for any of your personal information, we will share it with them only if:
  - 9.1. You have already given your consent for the disclosure of this information to that third party
  - 9.2. We have a legal or contractual duty to give the information to that third party
  - 9.3. It is for risk and fraud prevention purposes.
10. You confirm that we may share your personal information within the Discovery Group of companies for:
  - 10.1. Fraud prevention
  - 10.2. Where necessary to provide Group-wide services, benefits and infrastructure to help you in your personal or professional capacity.
11. You also confirm that we may share and combine all your personal information for any one or more of the following purposes:
  - 11.1. Market, statistical and academic research
  - 11.2. To customise our benefits and services to meet your needs.

You agree that your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this research, you will not be identified by name.

If we want to share your personal information for any other reason, we will do so only with your permission.

12. We have the right to communicate with you electronically about any services offered by the HealthyFood Studio, including your bookings or changes and improvements to the services on offer.
13. We may keep you updated on any offers and new products that we make available from time to time.
14. Please let us know if you do not want to receive any direct marketing from us.
15. You have the right to know what personal information we hold about you. If you would like to receive a copy, please complete the *Access Request* form on [www.discovery.co.za](http://www.discovery.co.za) and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.
16. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
17. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.
18. We have a duty to take all reasonably practicable steps to ensure your personal information is complete, accurate, not misleading and updated regularly. To enable this, we will always try to get personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.
19. We are required to collect and keep personal information in terms of the following laws:
  - 19.1. The Electronic Communications and Transactions Act (ECT)
  - 19.2. The Consumer Protection Act (CPA).
20. You agree that we may transfer your personal information outside South Africa:

- 20.1. If you give us an email address that is hosted outside South Africa  
20.2. To administer certain services, for example, cloud services.

We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.

21. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this privacy statement will continue to apply.
22. We may unilaterally change this privacy statement at any time. The most updated version will be always be available on [www.healthyfoodstudio.co.za](http://www.healthyfoodstudio.co.za).
23. If you believe that we have used your personal information contrary to this privacy statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA.

The contact details are:

The Information Regulator (South Africa)  
SALU Building,  
316 Thabo Sehume Street,  
PRETORIA

Tel: 012 406 4818

Fax: 086 500 3351

[infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)