

# CLUB MATADOR

## LEGAL NOTICE

### 0. PURPOSE AND ACCEPTANCE

This legal notice regulates the use of the website [www.clubmatador.com](http://www.clubmatador.com) (hereinafter, THE WEBSITE), which is the owner of CLUB MATADOR (hereinafter, THE OWNER OF THE WEBSITE). Browsing the website of THE OWNER OF THE WEBSITE confers the condition of user thereof and implies the full acceptance without reservation of each and every provision included in this Legal Notice, which may be amended. The user also undertakes to make proper use of the website in accordance with the law, good faith, public order, traffic practices and this Legal Notice. The User will be liable to THE OWNER OF THE WEBSITE or to third parties for any damages that may be caused as a result of breaches of this obligation.

### 1. IDENTIFICATION AND COMMUNICATIONS

THE OWNER OF THE WEB SITE, in compliance with Law 34/2002 of 11 July on Information Society and Electronic Commerce Services, hereby informs you that: Its corporate name is CLUB MATADOR. Its Tax ID Code/Number or Foreigner ID Number is G86626397.

Its registered office is at C / JORGE JUAN, 5 - 28001 MADRID.

It is registered in the National Registry of Associations: Group: I / Section: I / National Number: 602211.

To communicate with us, we offer you the following different forms of contact:

Tel: 910609883.

Email: [info@clubmatador.com](mailto:info@clubmatador.com).

All notices and communications between users and the OWNER OF THE WEBSITE will be considered effective for all purposes when carried out by email or any of the other means indicated above.

### 2. ACCESS AND USE REQUIREMENTS

The website and its services may be accessed freely and without charge, however, THE OWNER OF THE WEBSITE conditions the use of some of the services offered on its website to the prior completion of the relevant form. The user guarantees the authenticity and currency of the data they communicate to THE OWNER OF THE WEBSITE and will be the only party responsible for any false or inaccurate statements they make. The user expressly agrees to make appropriate use of the contents and services of THE OWNER OF THE WEBSITE and not to use them to, among other things:

- a)** Disseminate content that is criminal, violent, pornographic, racist, xenophobic, offensive, advocates terrorism or, in general, is contrary to the law or public order.
- b)** Introduce viruses in the network computer or carry out actions that are liable to change, spoil, interrupt or cause errors or damage in electronic documents, data or physical and logical systems of THE OWNER OF THE WEBSITE or third parties; or to cause an impediment to the access of other users to the website and

its services by means of the massive consumption of the computer resources through which THE OWNER OF THE WEB renders its services.

**c)** Try to access other users' accounts or restricted areas of THE OWNER OF THE WEBSITE's or third parties' computer systems and, as the case may be, extract information.

**d)** Violate the intellectual or industry property rights or confidential information of THE OWNER OF THE WEBSITE or third parties.

**e)** Impersonate another user, the public administrations or a third party.

**f)** Reproduce, copy, distribute, make available or otherwise publicly communicate, transform or modify the content, unless the user has the permission of the copyright holder or they are legally permitted to do so.

**g)** Collect data for advertising purposes and to send any kind of publicity and communications for the purpose of sale or other commercial purposes without any prior request or consent

All website content, including text, photographs, graphics, images, icons, technology, and the software and its design and source codes are a work belonging to THE OWNER OF THE WEBSITE, and none of the rights thereto may be understood as assigned to the user other than insofar as is strictly necessary to make proper use of the website.

In short, users who access this website may view the contents and create authorised private copies provided that the elements reproduced are not subsequently transferred to any third parties or installed on network-connected servers, or subject to any kind of exploitation. Likewise, all brands, trade names or distinctive signs of any kind that appear on the website belong to THE OWNER OF THE WEBSITE, without use of or access to them to be considered to attribute to users any rights over them. The distribution, modification, assignment or public communication of the contents, and any other act that has not been expressly authorised by the owner of the exploitation rights, is prohibited.

The establishment of a hyperlink does not imply in any case the existence of a relationship between THE OWNER OF THE WEBSITE and the owner of whatever website where it may be established and neither the acceptance nor approval by THE OWNER OF THE WEBSITE of its content or services. People that intend to establish a hyperlink should previously request a written authorisation from THE OWNER OF THE WEBSITE. In any case, the hyperlink will only allow access to the home page of our website, and additionally must refrain from making false, inexact or incorrect allegations or manifestations about THE OWNER OF THE WEBSITE, or include illicit content that is contrary to good manners and public order.

THE OWNER OF THE WEBSITE is not responsible for the use of the materials available on this website or any actions users may carry out based on it.

### **3. DISCLAIMER OF GUARANTEES AND LIABILITY**

The content of this website is of a general nature and has a merely informative purpose, without fully guaranteeing access to all content, or its completeness, correctness, validity or currency, or its suitability or usefulness for any specific purpose. THE OWNER OF THE WEBSITE excludes, to the extent allowed by law, any liability for the damages and losses of any nature caused by:

**a)** Inability to access the website or a lack of veracity, accuracy, completeness and/or currency of its contents, as well as the existence of errors and defects of all kinds in the content transmitted, disseminated, stored, made available, or accessed via the website or the services offered.

**b)** The presence of viruses or other elements in the contents that may produce alterations in computer systems, electronic documents or user data.

**c)** Failure to comply with the laws, good faith, public order, traffic customs and this legal notice as a consequence of the improper use of the website. In particular, and as an example, THE OWNER OF THE WEBSITE is not liable for the actions of third parties that violate intellectual and industrial property rights, business confidentiality obligations, rights to honour, personal and family privacy, or images, as well as regulations governing unfair competition and illegal advertising. Additionally, THE OWNER OF THE WEBSITE declines any liability for the information found outside this website and not managed directly by our webmaster. The function of the links that appear on this website is exclusively to inform the user about the existence of other sources likely to expand on the content offered hereon. THE OWNER OF THE WEBSITE does not guarantee and will not be responsible for the operation or accessibility of the sites linked to it; nor does it suggest, invite or recommend visits to them, and thus it will not be responsible for the results obtained therefrom. THE OWNER OF THE WEBSITE has no liability in relation to the hyperlinks established by third parties.

#### **4. PRIVACY POLICY**

For Club Matador, the respect for and protection of users' personal data is a priority. Your rights are guaranteed during the use of the website and in the provision of services.

We have strived to create a safe and reliable space, and that is why we are sharing our principles regarding your privacy in order to be completely transparent:

- We never ask for personal information unless it is really necessary to provide the services you require.
- We never share personal information about our users with anyone except to comply with the law or in case we have your express authorization.
- We never use your personal data for a purpose other than that expressed in this privacy policy.

#### **Basic principles**

This **Privacy Policy** may vary according to legislative requirements or self-regulation in order to comply with them, so we advise you, as a user, to visit it periodically.

It will be applicable whenever users choose to fill out a form on which personal data is collected (or to send an email to the indicated address) asking for personal data.

They will also be applicable in the provision of any services contracted and in the course of our Club's activity.

## Legal regulations covering this website

Club Matador has adapted this website to the requirements of Organic Law 15/1999 of December 13 on the Protection of Personal Data (LOPD), and Royal Decree 1720/2007 of 21 December, known as the Implementation Regulation of the LOPD. It also complies with Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons (GDPR), as well as with Law 34/2002 of 11 July on Services of the Information Society and Electronic Commerce (LSSICE or LSSI).

## Who is the party responsible for the processing of personal data?

- **Identity of the responsible party:** Club Matador Association
- **Tax ID Code/Number:** G-86626397
- **Associations Registry Entry Number:** 602211
- **Address:** Calle Jorge Juan, 5 1º 28004 Madrid
- **Email:** info@clubmatador.com
- **Activity:** Cultural and other activities

For the purposes of the provisions of the aforementioned General Data Protection Regulation, any personal data that you send to us through the forms on the website will be processed as “website user” data.

We implement all the technical and organisational security measures established in the current legislation for processing our users’ data. A risk assessment has been carried out to determine the vulnerabilities, the controls necessary to mitigate them, and work has been carried out to implement them. This was all in order to reduce the possible risk parameter.

## Who are minors? How do we process minors’ data?

In the case of children under the age of thirteen, the consent of the parents or guardians is required to process their personal data.

In no case will the minor be asked for information regarding the professional, economic or private situation of other family members without the consent of these latter.

If you are under the age of thirteen and have accessed this website without notifying your parents, **you must not register or give us your data or that of your guardians.**

## How did we obtain your data?

The personal data we process at Club Matador can come from:

- Application for registration in the Matador Club
- Contact form
- Subscription form
- The data subjects themselves
- Data bases acquired with legal legitimacy
- Third-party companies with which there is a collaboration agreement

What are your rights when you provide us with your data?

Anyone has the right to obtain confirmation about whether we at Club Matador

are processing their data.

**Data subjects** have the right to:

- Request access to personal data concerning the interested party
- Request rectification or deletion of the data
- Request limiting the processing of the data
- Oppose processing
- Request the portability of the data

Data subject will be able to **access** their personal data, as well as request the **correction** of inaccurate data or, where appropriate, request its **deletion** when, for among other reasons, the data is no longer necessary for the purposes for which it was collected

In certain circumstances, data subjects may request **limiting** the processing of their data. In this case, we will keep it for only the fiscal year or to defend against claims.

Under certain circumstances, and for reasons related to their individual circumstances, data subjects may **oppose** the processing of their data. Club Matador will cease to process the data, except on legitimate or overriding grounds, or to defend against possible claims. They may also request the **portability** of their data.

To do so, they must only effect notification of their desire to the head office described above, or by email to [info@clubmatador.com](mailto:info@clubmatador.com), which must be accompanied a copy of their National Identity Document.

Data subjects will also have the right to effective legal protection and to submit a claim to the supervisory authority, in this case the Spanish Agency for Data Protection, if they consider that the processing of personal data that concerns them violates the regulation.

### **For what purpose do we process your personal data?**

When a member registers with Club Matador, they offer their information (name and surname, place and date of birth, address, telephone, National Identity Document or passport, image, fingerprint, bank details, company they work for and signature) so that they can be duly identified by the rest of the members, and be able to participate in the best possible way in Club activities.

When a user connects to the website to see or comment on a news item, send an email to the owner or subscribe to a newsletter (as the case may be), they are providing personal information for which Matador Club is liable. This information may include personal data, such as your IP address, name, physical address, email address, telephone number, and other information. By providing this information, the user gives their consent for their information to be collected, used, managed and stored by Club Matador as described in this privacy policy.

There are different systems for capturing personal information on the website, and we process the information provided by the data subjects with the following purpose for each capture system (forms):

1. **Contact Form:** We request the following personal data: name, email, to respond to users' requests. For example, we can

use this data to respond to your request and respond to any doubts, complaints, comments or concerns you may have regarding the information included on the website, the services provided, the processing of your personal data, questions concerning the legal texts included on the website, as well as any other queries that you may have that are not subject to the contract conditions. You are hereby informed that the data you provide will be located on servers within the EU.

2. **Content subscription form:** in this case, we request the personal data: name, email, to manage the notification list and to send informative and cultural newsletters provided by the user when carrying out the subscription. It is possible that there are several forms included on the website for activating the subscription.

There are other purposes for which we process your personal data:

- To ensure compliance with the usage conditions and applicable law. This may include the development of tools and algorithms that help this website to guarantee the confidentiality of the personal data that it collects.
- To support and improve the services offered by this website.
- We also collect other non-identifying data obtained through some cookies which are downloaded to the user's computer when they browse this website, as explained in the Cookie Policy.
- To manage social media. Club Matador may have a presence in social networks. The processing of the data belonging to people who become followers of Club Matador's official social media sites will be governed by this section. It will also be governed by any usage conditions, privacy policies and access regulations belonging to the particular social network previously accepted by the Club Matador user. It will process your data for the purpose of correctly managing your presence on the social network, informing about Club Matador activities, products or services, as well as for any other purpose permitted by the social networks' regulations. In no case will we use the profiles of followers on social networks to send advertising individually.

Club Matador does not sell, rent or transfer personal data that can identify the user (nor will it do so in the future) to third parties without prior consent. However, in some cases, collaborations can be carried out with other professionals or companies; in these cases, consent will be required from users, and information provided on the identity of the collaborator and the purpose of the collaboration. It will always be done with the strictest security standards.

Club Matador has collaboration agreements with other clubs located in different parts of the world (correspondent clubs), and offers this service as an added value for members. In the event that they wish for this type of contact to be managed, members must request this from Club Matador in writing, authorising the transfer of their data to this collaborating club.

This will also happen with the management of VIP passes at art fairs. The member must also request this from Club Matador in writing, authorising the transfer of their data to the organisation that is organising the art fair.

### **What is the lawful basis for the processing of your data?**

The legal basis for the processing of your data is a legal relationship; in addition, we will use **consent**.

Contacting or making comments on this website requires consent to this privacy policy.

The prospective or commercial offer of products and services is also based on the consent that is requested, and in no case will the withdrawal of this consent condition the execution of the subscription contract or the contracting of products and services according to the terms and conditions that appear in the commercial policy.

### **How long will we retain your data?**

The personal data provided will be retained:

- For as long as the status of member is maintained
- For as long as the trade or commercial relationship is maintained
- As long as the data subject does not request its deletion
- The statutes of limitation of liabilities established by the legal regulations will always be complied with, despite the termination of the status of member or the commercial/mercantile relationship

### **To what recipients will your data be disclosed?**

To provide services strictly necessary for the execution of the activity, Club Matador shares data with the following providers under their corresponding privacy conditions:

All utilities offered by third parties are strictly necessary for carrying out our services and have been selected in compliance with the rights we maintain on this website.

The following companies will have access to the personal information necessary to carry out their functions as processing managers, but they will not be able to use it for other purposes. In addition, they must process personal information in accordance with this privacy policy and the applicable legislation on data protection:

**Correspondent clubs**, when expressly requested by the member, and from among those with an agreement with Club Matador and available to members on the list offered.

**Art fairs**, when expressly requested by the member and from among those with an agreement with Club Matador and available to members on the list offered.

**Hosting:** Enredart, whose address is Calle Álvarez de Baena, 4, 28006 Madrid. More information at <http://www.enredart.com/>. The company Enredart processes the data in order to perform its services as a hosting provider at Club Matador.

**Web platform:** Darwin Social Noise, more information at <https://www.darwinsocialnoise.com>, processes the data in order to perform their support services to the Matador Club in web environment.

**E-mail marketing:** Mailchimp, whose address is 675 Ponce de León Avenue NE Suite 5000 Atlanta, GA 30308 USA. More information <https://mailchimp.com/en/help/about-the-general-data-protection-regulation> processes the data in order to perform its email marketing management services to Club

Matador.

**Tax and labour consultants:** to perform accounting, tax and labour management. They are located in Spain. Contafes

**Computer maintenance company:** to perform the support and maintenance of computer equipment and software. They are located in Spain. Papaya and Onevite.

**Company managing hospitality industry bookings and collections:** to allow customers and members to book hospitality services and pay for them online. They are located in Spain. La fourchette for bookings and collections are done through Cuiner.

### **What are your rights with reference to personal data?**

Any person has the right to obtain confirmation about whether or not Club Matador is processing personal data that concerns them.

Data subjects have the right to access their personal data, as well as to request the correction of inaccurate data, or, where appropriate, request its deletion when, for among other reasons, the data is no longer necessary for the purposes for which it was collected.

In certain circumstances, data subjects may request limiting the processing of their data. In this case, we will keep it for only the fiscal year or to defend against claims.

Also under certain circumstances, and for reasons related to their individual circumstances, data subjects may object to the processing of their data.

Club Matador will cease to process the data, except on legitimate or overriding grounds, or to defend against possible claims.

You can materially exercise your rights by email to [info@clubmatador.com](mailto:info@clubmatador.com) accompanied by your National Identity Card, or by ordinary mail to the headquarters.

### **How is the confidentiality and security of the data maintained?**

Club Matador is committed to the use and processing of the users' incorporated personal data, respecting its confidentiality and use it in accordance with their purpose, as well as to execute its obligation to retain and adapt all measures to prevent alteration, loss, treatment or unauthorised access (such as the https protocols we use), in accordance with the provisions of current data protection regulations.

Club Matador cannot guarantee the absolute impregnability of the internet network; and, therefore, avoid the potential violation of the data through fraudulent access to them by third parties, but it will always act diligently.

### **Is the accuracy and truthfulness of the data maintained?**

As a user, you are solely responsible for the truthfulness and correctness of the data that you send to Club Matador, exonerating it of any liability in this regard. Users warrant and are liable for, in any event, the accuracy, validity and authenticity of the personal data provided and undertake to keep it



duly updated. The user agrees to provide complete and correct information on the contact or subscription form.

### **Is acceptance and consent given for the processing of personal data?**

The user acknowledges that they have been informed about all the conditions on personal data protection, and thereby expressly and unequivocally accept and consent to Club Matador's processing of data in the matter and for those uses stated in this privacy policy.

### **Can there be changes in the privacy policy?**

Club Matador reserves the right to amend the present policy to adapt it to legislative or legal updates as well as to industry practices. In these cases, the provider will announce on this page the changes made with reasonable advance notice prior to their implementation.

### **What happens with commercial emails?**

In accordance with the LSSICE, Club Matador does not engage in spam practices, so it does not send commercial emails that have not been previously requested or authorised by the user. Consequently, on each of the forms that has been on the website, the user has the opportunity to give their consent to receive the newsletter, regardless of commercial information occasionally requested.

The newsletter sent has an informative and cultural content.

In accordance with the provisions of Law 34/2002 on Information Society and Electronic Commerce Services, Club Matador undertakes not to send communications of a commercial nature without properly identifying them as such.

## **5. PROCEDURE IN THE EVENT THAT ILLEGAL ACTIVITIES ARE CARRIED OUT**

Should any user or third party consider that there are existing facts or circumstances that reveal the illegal use of any content and/or activity of the websites included or accessible through the website, they must notify THE OWNER OF THE WEBSITE, duly identifying themselves, specifying the infractions and declaring expressly and under their responsibility that the information provided is truthful. For litigious issues that concern the website of THE OWNER OF THE WEBSITE, Spanish law will be applicable, with Courts and Tribunals of BARCELONA (Spain) being competent.

## **6. PUBLICATIONS**

The administrative information provided through the website does not supersede the legal publication of laws, regulations, plans, general provisions or acts that must be formally published in public administrations' official journals, these being the only instruments that attest to their authenticity and content. The information available on this website must be understood as a guide without any legal validity.

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