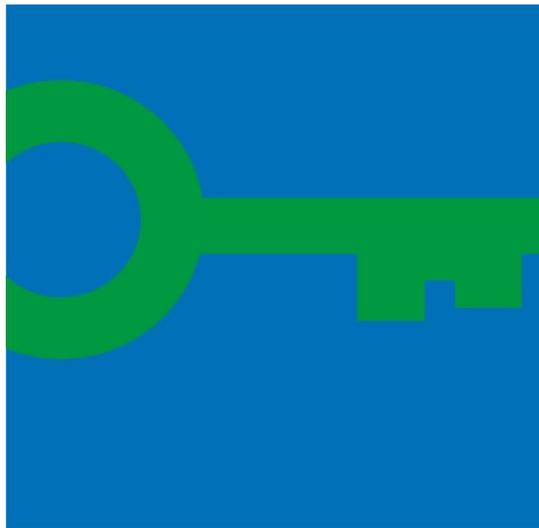


GREEN KEY

AN ECO-LABEL FOR
TOURISM ESTABLISHMENTS



Green Key

DATA PROCESSING AND PRIVACY
POLICY GREEN KEY ONLINE
APPLICATION TOOL

I. General Terms & Conditions

This Terms & Conditions set out the terms and conditions for an international business relationship between the Foundation for Environmental Education and an applicant establishment for Green Key Certification ("Green Key Certification"). Any tourism establishment under one of the Green Key categories can apply for Green Key Certification under this Agreement.

By using the Green Key online application tool, you confirm having read and accepted these Terms & Conditions and committing to acting according to them. Green Key does not accept responsibility for eventual damage caused by the criteria presented on the tool.

1. GENERAL CONDITIONS

1.1 Voluntary participation: The Parties agree that the decision to apply for Green Key Certification and participate hereunder shall be completely on the part of the tourism establishment. Accor will encourage participation, but it will be the decision of the individual Hotel to apply for Green Key Certification.

2. CRITERIA

2.1 A participating establishment will be certified once it meets the requisite Green Key requirements. Green Key will work with a participating or interested establishment to support the establishment to comply with all imperative criteria and encourage them to implement the required number guideline criteria.

2.2 Regarding the criteria for an establishment located in a country with a Green Key National Operator, please see section 7 of this document.

2.3 Regarding the criteria for an establishment located in a country without a Green Key National Operator, the international hotel criteria and explanatory notes will be used (can be downloaded from the Green Key website: (<http://www.greenkey.global/criteria/>)).

3. APPLICATION

3.1 To initiate the certification process, the participating establishment will submit a completed application form with supplementary documents to Green Key.

3.2 Regarding the application process for an establishment located in a country with a Green Key National Operator, please see section 7 of this document.

3.3 Regarding the application process for an establishment located in a country without a Green Key National Operator, Green Key International will be responsible for receiving the application.

4. AUDIT AND AWARD PROCESS

4.1 Year 1: The first on-site audit will be conducted shortly after receiving the completed application form and supplementary document from the applicant establishment. If the participating establishment complies with the requirements set forth in the Green Key criteria verified through the on-site audit and third-party verification, the establishment will receive its Green Key Certification.

4.2 Year 2: The establishment will receive reasonable notice from Green Key of the date that Year 2 on-site audit will occur. The Year 2 on-site audit aims to verify the continued implementation of the criteria following the procedure as described in 4.1.

- 4.3 Year 3 and onwards: The establishment will receive an on-site audit at minimum every three years. The establishment will receive reasonable notice of the date of that respective on-site audit following the procedure as described in 5.1.
- 4.4 Every year, the establishment will send the figures related to the resource use and outreach of the programme as well as the annual action plan and any other changes since last application to Green Key. The requirements of documents to be delivered annually may change from year to year.
- 4.5 Notwithstanding anything to the contrary, the establishment can be visited at any time by an authorised representative of Green Key for a courtesy visit at no charge to the establishment.
- 4.6 Regarding the audit and certification process for an establishment located in a country with a Green Key National Operator, please see section 7 of this document.
- 4.7 Regarding the audit and certification process for an establishment located in a country without a Green Key National Operator, Green Key International will authorise a local third-party auditor to oversee the on-site audit and subsequent certification process. In years without on-site audits, an International Jury is responsible for the decision upon certification.

5. CERTIFICATION

- 5.1 The Green Key Certification is valid for one year. Every year the establishment receives a new certificate based on compliance with the criteria and explanatory notes, the delivery of information as described in section 4.4 of this Agreement as well as the result of possible on-site audits/control visits. In case of an establishment having received a complaint during the certification period, the Certification also depends on the outcome of the investigation after complaints (the standard complaint procedure can be downloaded from the Green Key website: <http://www.greenkey.global/costs-policies/>).
- 5.2 The standardised Green Key plaque and the standardised Green Key certificate (showing the period of participation until expiry) will be displayed in the establishments' entrance/lobby. The establishment can choose to purchase Green Key flags and additional plaques.
- 5.3 Regarding the certification for an establishment located in a country with a Green Key National Operator, please see section 7 of this document.
- 5.4 Regarding the certification for an establishment located in a country without a Green Key National Operator, Green Key International is responsible for the contact.

6. PARTICIPATION COSTS

- 6.1 Depending on the specific country in which the establishment is located, the participation costs usually include the annual fee, reasonable travel costs, accommodation costs and audit costs. The prices can be adjusted annually according to the inflation rate.
- 6.2 The participation costs for the certification for an establishment located in a country with a Green Key National Operator will be settled with the relevant Green Key National Operator.
- 6.3 The participation costs for the certification for an establishment located in a country without a Green Key National Operator, will be settled with Green Key International, and can be found on the Green Key website (<https://www.greenkey.global/costs-and-policies>).
- 6.4 Reasonable travel costs in connection with on-site audits shall be defined as economy airfare/train travel and visa (if needed). Should the travel costs exceed EUR 300, the applicant establishment will be asked to confirm the expense. If an accommodation is required, the auditor will be required to stay at the participating establishment, which it is auditing at no charge but subject to availability.

6.5 All personal contact with participating establishment and the provision of support material are included in the Green Key levy.

6.6 The participating establishment can choose to additionally purchase a Green Key flag or an additional plaque.

6.7 The invoice to a participating establishment for the levy, audits and any additional material will normally be sent in connection with the issue of the first on-site audit/certificate and in connection with the re-certification of the establishment.

6.8 There is normally a standard 30 days' payment deadline of invoices. If VAT is applicable, it will be added to the invoiced amounts.

7. NATIONAL GREEN KEY PROGRAMME

7.1 When there is a national FEE member organisation administering the Green Key programme, then the applicant/certified establishment(s) will be managed by the Green Key National Operator of the national member organisation concerned.

7.2 The establishment(s) will follow the national Green Key criteria/explanatory notes and the national application/audit/certification procedure, which can be slightly stricter (but not weaker) than the international requirements.

7.3 On-site audits are carried out by local auditors engaged by the Green Key National Operator.

7.4 The establishment(s) concerned follow the participation fees of the country.

7.5 A list of Green Key National Operators can be found on the international Green Key website (<http://www.greenkey.global/national-offices/>). The Green Key National Operators have national programme websites with information about the programme at the national level.

7.6 If a country with establishments under Green Key International management starts having a Green Key National Operator, the administration of the Green Key for these establishments will be transferred to the Green Key National Operator.

8. COMMUNICATION

8.1 A news feature publishing the achievement of the Green Key certification can be, if desired published in Green Key media (website, social media, and newsletters). Text about the publication of the cooperation agreement will be mutually agreed upon.

8.2 FEE will ensure positive visibility for the establishment on the Green Key website.

8.3 Only participating establishments which are Green Key certified is authorised to communicate and promote their Green Key status. Information about the individual certified hotels are listed on the Green Key sites page (<http://www.greenkey.global/green-key-sites/>).

8.4 The establishment will receive a Green Key plaque and a Green Key Certificate (with the indication of the period of participation until expiry). It may also purchase a Green Key flag or additional plaques. It is obligatory that the participating establishment displays the Green Key Certificate normally in the establishments' entrance/lobby (physically or on TV monitor) and the plaque normally at the entrance of the establishment. The certificate/plaque can in exceptional

cases be placed in other locations visible for the public. One plaque is included in the levy (first certificate).

- 8.5 The Green Key certified Hotel is obliged to display the information about Green Key in the establishment and on the website of the establishment as described in the Green Key criteria and explanatory notes document. Where the Green Key logo is used, it must follow the Green Key Branding Guidelines.
- 8.6 If either Party wishes to issue any communication to the public, including but not limited to press releases, related to this Agreement other than those permitted under this section then such communication will have to be pre-approved by both Parties.

II. Data Processing Regulations

1. INTRODUCTION

1.1 This policy outlines how FEE with the use of the Green Key online application tool collects, processes, and protects data that is considered non-sensitive or sensitive. Green Key takes the data processing responsibilities seriously and strives to ensure that all practices comply with applicable laws and regulations.

1.2 Green Key may have access to information of a participating establishment that is marked as confidential or which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential ("Confidential Information"). Green Key agrees to maintain the establishment's confidentiality and may only use the establishment's Confidential Information in connection with fulfilling its obligations under this Agreement. Please see Green Key's policy regarding commitment to confidentiality on the Green Key website (document can be downloaded from here: <http://www.greenkey.global/costs-policies/>).

2. DATA TYPES

The Green Key online application tool collects and processes two types of data:

2.1 Non-sensitive Data: This includes public information such as the name of the establishment, website, postal address, and other non-sensitive personal information that is required for user registration, account management, and general communication purposes. In addition, non-sensitive data includes all information in connection to the status of certification, such as the expiry date of the certificate. A detailed overview of the non-sensitive data that will be processed in connection with fulfilling the obligations under this Agreement can be found in Appendix 1.

2.2 Sensitive Data: This includes data such as contact details of responsible person in the establishment, consumption data such as energy, waste, water, and co2 data, and other sensitive personal information that requires special attention to ensure its confidentiality, integrity, and availability. Some consumption data may be used for the creation of general benchmarking reports. However, if the data is used for such purposes, it will be used in such a way that no reference to the individual establishment can be made. A detailed overview of the sensitive data that will be processed in connection with fulfilling the obligations under this Agreement can be found in Appendix 1.

3. DATA COLLECTION AND PROCESSING

3.1 The Green Key application tool directly from users through online forms or indirectly through the use of cookies or other tracking technologies. The data is processed for various purposes, including but not limited to:

3.1.1 User registration and account management

3.1.2 Payment processing and invoicing

3.1.3 Marketing and communication purposes

3.1.4 Statistical analysis and reporting

3.1.5 Compliance with legal and regulatory requirements

3.1.6 Any other data usage necessary in connection with fulfilling its obligations under this Agreement.

4. DATA PROTECTION

4.1 We take appropriate measures to protect the confidentiality, integrity, and availability of all data collected and processed through our online application tool. This includes but is not limited to:

- 4.1.1 Implementation of appropriate technical and organizational measures to safeguard data
- 4.1.2 Regular monitoring and testing of security controls
- 4.1.3 Restricting access to data to authorized personnel only
- 4.1.4 Training employees on data protection best practices
- 4.1.5 Regular review and update of our data processing policy and procedures

5. DATA SHARING AND DISCLOSURE

5.1 The Parties are responsible vis-a-vis one another for ensuring their personnel, representatives, executives, and any other stakeholder comply with the obligations explained in point 2.1 of **II. Data Processing Regulations**.

5.2 The above provisions do not apply to information:

- 5.2.1 that, at the time of disclosure, was in the public domain or became part of it not by any fault that is attributable to one of the Parties, or was already known prior to any disclosure by the receiving Party of the Information and which was not subject to the confidentiality obligation based on another confidentiality agreement or commitment, or
- 5.2.2 the party receiving would be in possession of through an independent third party, without a confidentiality obligation and without restriction or breach of the Agreement. However, in this event, the receiving Party of the Information agrees not to disclose that the information has also been transmitted to it by the other Party, or
- 5.2.3 information whose use or disclosure has been authorized in writing by the Party to which the Information belongs.

5.3 Non-sensitive, public data may be shared with third-party service providers who assist Green Key in carrying out specific services. This includes, but is not limited to sharing the establishment's public information to be displayed on the Green Key map shown on the [Green Key – Green Key sites around the world](#) website and sharing the certification information with Online Travel Agencies that have an active agreement with Green Key (<https://www.greenkey.global/web-partners>).

5.4 Notwithstanding the foregoing, the Information may be communicated to statutory auditors as well as to any administrative or judicial authority if such communication is required based on legal or regulatory provisions. In this event, bound to said obligation, the receiving Party agrees to (i) inform the other Party of said obligation, and to justify its basis (ii) restrict its disclosure to the minimum disclosure possible taking into account its obligations and (iii) inform the persons and authorities to whom the Information is disclosed that it is confidential, and take all of the necessary measures to ensure it remains confidential.

5.5 If desired, the specific data reports that are generated by the Green Key database can be shared with the individual establishment on a yearly basis.

6. USER RIGHTS

Users have the right to access, modify, or have their personal data deleted, which has been collected through the Green Key online application tool. Users can also withdraw their consent for data processing at any time. To exercise these rights, users can contact Green Key through the contact details provided on the Green Key International or national website: [Green Key – Green Key Head Office](#).

7. GDPR POLICY

The Foundation for Environmental Education (FEE) and Green Key programme is committed to respect and protect personal data. In compliance with the EU General Data Protection Regulation 2016/679 (hereinafter 'GDPR'), this privacy statement sets out the basis on which we will process any personal information that we may collect about you. We therefore ask you to read this privacy statement carefully.

The detailed data privacy policy of Green Key can be found here: [Green Key – GDPR Policy](#)

8. CHANGES TO THIS POLICY

We reserve the right to modify this data processing policy at any time. We will notify users of any material changes to this policy through our website or other appropriate means.

If you have any further questions or concerns about our data processing policy, please do not hesitate to contact us.

III. APPENDIX 1 – OVERVIEW NON-SENSITIVE & SENSITIVE DATA

1. OVERVIEW COLLECTION OF NON-SENSITIVE DATA

Type of Data	Usage
Name of establishment	Data will be processed in connection with fulfilling the obligations under this Agreement & be shared with third-party service providers who assist Green Key carrying out specific services. This includes but is not limited to sharing the establishment's public information to be displayed on the Green Key map shown on the Green Key website and sharing the certification information with Online Travel Agencies that have an active agreement with Green Key.
Hotel chain (if applicable)	
Country, Region, Street Name, ZIP Code, City	
Main Phone Number & Main E-Mail Address	
Date of first certification, certification expiry date	

2. OVERVIEW COLLECTION OF SENSITIVE DATA

Type of Data	Usage
Number of visitors/guests per year, number of room nights	Data will be processed in connection with fulfilling the obligations under this Agreement. Some consumption data may be used for the creation of general benchmarking reports. However, if the data is used for such purposes, it will be used in such a way that no reference to the individual establishment can be made.
Size of the establishment	
Number of employees and suppliers	
Energy, water, waste consumption data, and Co2 emissions	