



CODE OF CONDUCT DATA PROCESSING IN ADVERTISING ACTIVITIES



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1.1. ABOUT AUTOCONTROL

AUTOCONTROL, the Association for the Self-Regulation of Commercial Communication (hereinafter, “AUTOCONTROL”), established in 1995 as a not-for-profit association, is a self-regulatory and supervisory organization working within the advertising industry in Spain. Its aim is to ensure responsible advertising, which means it is truthful, legal, honest, and loyal.

AUTOCONTROL manages the Spanish self-regulatory system for commercial communication on the basis of three main instruments:

- Codes of Conduct, specifically the AUTOCONTROL Code of Advertising Practice (based on the International Code of Advertising and Marketing Communication Practice of the International Chamber of Commerce) and the nineteen Sectoral Codes of Conduct whose application has been entrusted to AUTOCONTROL.
- The Advertising Jury, a body specializing in codes of ethics pertaining to advertising, formed by independent persons, and in charge of the extrajudicial resolution of disputes and complaints relating to commercial communication. The Jury operates with complete independence, in keeping with its Rules (<https://www.autocontrol.es/autocontrol-eng/quienes-somos-eng/>).
- Legal Advice, a service offered by professionals who are experts in advertising, privacy, and data protection law working full-time for AUTOCONTROL and advising companies on how to fulfill their legal obligations in these areas.

The advertising self-regulation system created by AUTOCONTROL has become the first choice in advertising dispute resolution systems in our country, and from its inception to 1 January 2018, the Advertising Jury processed nearly 4,000 cases.

On 1 January 2018, in response to the growing importance of data protection in the advertising sector, notably in the digital arena, AUTOCONTROL launched a voluntary mediation system, developed in collaboration with the Spanish Data Protection Agency, to settle complaints pertaining to data protection vis-a-vis telecommunications companies.

1.2. ABOUT THIS CODE OF CONDUCT

Article 40.2 of the General Data Protection Regulation, applicable from 25 May 2018, states that associations and other bodies representing categories of controllers or processors may prepare codes of conduct to specify the application of this Regulation, with regard to a range of matters, expressly providing for the possibility of articulating extrajudicial procedures and other dispute resolution processes that allow for the resolution of complaints raised by citizens against entities which process their data.

AUTOCONTROL is an association representing the advertising sector in Spain insofar as it comprises the advertisers, advertising agencies, communication media and professional associations in the sector. Currently, the more than five hundred AUTOCONTROL members are linked to approximately 70% of the advertising investment in Spain.

The use of new technologies for advertising purposes is an established reality, and the growth of digital advertising compared to traditional advertising, as a consequence of the rapid evolution of technology and the changing nature of the advertising sector itself, poses challenges for the different agents involved in advertising, in particular with regards to the protection of personal data. The evolution of technology has transformed advertising, allowing it not only to reach more people, but at the same time to take into account their interests, habits, demographics, and so forth. Phenomena such as *big data*, *cloud computing* or *the internet of things* are already a consolidated part of this transformed sector and can bring valuable benefits; but their use, like that of any new technology, must always respect the rights of users, including the right to data protection.

This involves, on the one hand, an obligation to demonstrate proactive responsibility in the processing of data in compliance with, among others, the principle of data protection by design, and, on the other hand, the need to offer an agile, simple, and effective way of resolving disputes that may arise in the relationships with data subjects once processing has started.

Accordingly, in this ever-changing environment in which flexibility and immediacy are deciding factors, those self-regulatory mechanisms that are reliable and effective, and which reflect the industry's commitment to comply with certain principles and regulations, as well as its intention to comply with the independent third party resolution of disputes that may arise from a breach of these principles and norms, become particularly important.

AUTOCONTROL developed this code of conduct (hereinafter, the "Code of Conduct" or the "Code") within this context and with the aim of contributing to the application of the General Data Protection Regulation in the Spanish advertising sector, laying out, fundamentally, an extrajudicial dispute resolution procedure for disputes between entities adhered to the Code and consumers.

This Code was submitted to the agents involved (entities of the advertising sector) at the General Assembly meeting held on 7 June 2018 and the Board of Directors on 12 July and 18 October 2018.

Adhesion to the Code of Conduct, once approved by the supervisory authority, may be used by adhered entities to, where appropriate, demonstrate compliance with data protection obligations regarding the subject matter.

2

REGULATORY FRAMEWORK

The legislation applicable to the Code of Conduct is that which relates to data protection: in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, regarding the protection of natural persons with respect to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter, "GDPR"), as well as Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, "LPPD GDR").

3

DEFINITIONS

- 1) The terms “**personal data**,” “**special categories of personal data**,” “**data subject**,” “**processing**,” “**controller**” and “**processor**” will be understood as defined in Article 4 of the GDPR.
- 2) **Processing of data for advertising purposes:** any processing (as defined in the GDPR) derived from or relating to communications made while carrying out commercial, industrial, artisan, or professional activity in order to directly or indirectly promote the purchasing of real or personal goods, services, rights or obligations.
- 3) **Commercial communication:** any form of communication aimed at either the direct or indirect promotion of the brand, goods or services of a company or organization that performs commercial, industrial, artisan or professional activity.
- 4) **Cookies:** file sent from a web server that obtains information from users' devices, as in about their preferences and browsing patterns.
- 5) **Behavioral advertising:** commercial communications made based on the recipient’s profile.
- 6) **Dispute:** any dispute between the entities adhering to the Code and consumers due to data processing for advertising purposes.
- 7) **Advertising Jury:** body responsible for the resolution of disputes that arise between the entities adhered to the Code and consumers.
- 8) **Adhered entities:** those entities adhered to this Code which may be (i) the advertisers, agencies and media which are members of AUTOCONTROL, (ii) the associations or entities representing a sector associated with AUTOCONTROL, in their own name as well as in the name of and representing their associates or represents, or (iii) any other entity of the advertising industry.

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SUBJECTIVE SCOPE. ADHERED ENTITIES

Advertisers, agencies and media members of AUTOCONTROL, as well as those associations or entities representing a sector associated with AUTOCONTROL, may adhere to this Code. These associations or representative entities may adhere to the Code in their own name as well as in the name of and representing their associates or represented parties.

Any other entities of the advertising industry, under the conditions agreed upon by the Board of Directors of AUTOCONTROL to ensure the sustainability of the system, may also adhere to this Code.

In both cases, the entities or companies that wish to adhere to the Code must provide AUTOCONTROL with an explicit declaration of adhesion in the form of attachment Annex 1 (individual adhesion) or Annex 2 (collective adhesion), committing to comply with the obligations established therein.

This statement will include, along with their contact details, the interlocutor designated by the entity for the purposes of notifications related to the Code, the data protection officer (if one has been designated) and the interlocutors who will attend to the communications performed in extrajudicial dispute resolution procedures.

The adhered entities will inform AUTOCONTROL of any changes in the data of their representatives and contact persons, and in particular of the appointment of a data protection officer in the event that none was appointed at the time of joining.

AUTOCONTROL will maintain the list of adhered entities duly up-to-date, informing the Spanish Data Protection Agency of any modifications. This list will be made accessible to the public and available on the association's website (www.autocontrol.es or one that may replace it).

5 OBJECTIVE SCOPE

This Code applies to data processing for advertising purposes conducted by adhered entities, as in:

- Sending commercial communications.
- Promotions carried out with the aim of collecting personal data to be used for advertising purposes.
- The use of cookies and similar technologies to be used in the management of advertising spaces or behavioural advertising.
- Creation of profiles for advertising purposes.

The Code also regulates the procedure for the extrajudicial resolution of disputes between adhered entities and consumers in matters of data protection.

The Code will only apply to processing: 1) activities of adhered entities based in Spanish territory or 2) activities that affect data subjects residing in Spain, provided that processing is related to the offering of goods or services to said data subjects in Spain, or the monitoring of their behavior in this country.

PROCESSING OF DATA BELONGING TO REPRESENTATIVES AND CONTACT PERSONS

The personal data of representatives and contact persons who act in the name of and represent and/or who act on behalf of AUTOCONTROL and the affiliated entities within this Code, and that is exchanged between AUTOCONTROL and the affiliated entities, will be processed by the receiving party as data controller for the management of the relationship between parties, the development of the provisions contained in this Code, and fulfillment of their respective legal obligations. The legal basis for the processing is the legitimate interest of both parties in being able to satisfy those purposes, in the terms provided in Article 19 of LPPD GDR.

The owner of the personal data may exercise rights of access, rectification, erasure, objection, restriction of processing, and, where appropriate, portability regarding the processing for which each party is respectively data controller, in writing, accompanied by a photocopy of one's ID or another document that proves one's identity, addressed to the following:

- For AUTOCONTROL: through the post to Príncipe de Vergara, 109, 5ª Planta, 28002, Madrid, or via email to proteccion.datos@autocontrol.es.
- For an adhered entity: to those indicated in the adhesion declaration.

Personal data will be kept for as long as the adhered entity remains adhered to the Code of Conduct and after its withdrawal for however much time may be needed to attend to potential responsibilities arising during the period in which they were adhered.

It is the responsibility of the party that provides the personal data of its representatives and contact persons to convey to these representatives and contact persons the information provided in these paragraphs before offering their personal data to the other party, as well as meeting any other requirements that may be applicable in the correct communication of this personal data, without the receiving party having to take any additional action before the data subjects.

7 OBLIGATIONS OF ADHERED ENTITIES

By adhering to the Code, the adhered entities commit to complying with data protection regulations in their advertising activities and, in particular, the obligations that are laid out in the following sections.

7.1. PRINCIPLES. DATA PROTECTION BY DESIGN AND BY DEFAULT

In the processing of personal data linked to their advertising activity, the adhered entities will respect the principles established in Article 5 of the GDPR.

Additionally, they will comply with the obligations for data protection by design and by default established in Article 25 of the GDPR.

Regarding these principles, the adhered entities will take into account the following sections:

- a) The adhered entities will avoid collecting and processing more data than they need for the sending or presenting of their commercial communications.

In particular, if at first the adhered entity collected more data than is necessary for said advertising purpose because that additional data was needed for another purpose, at the moment in which this other purpose is satisfied, erasure of that data which is not necessary for the advertising purpose (regardless of the obligation the adhered entity may have to block such additional data) will proceed.

Example: An entity holds a contest and intends to use its database of participants, not only to manage that contest and deliver the prizes, but also to be able to send, at a later time, advertising by electronic means to all participants.

In this case, once all the procedures related to the contest have been completed, the entity will only keep that information of the data subjects that it needs to be able to send them advertising electronically and will delete all data that is not necessary for this purpose, such as the address information requested from the winners to send them the prizes.

- b) When the adhered entities conduct a follow-up of the commercial communications they carry out by electronic means and verify that there are failed deliveries, they will study the reasons why and, if the failure was due to an error in the contact information (for example, if the system indicates that the recipient email address does not exist), they will erase or, where possible, rectify the incorrect data.
- c) The adhered entities must keep proof of compliance with the data protection regulations in their advertising activity. For these purposes, with regards to the sending of commercial communications, they may carry out a periodic review, checking a representative sample of the deliveries made in order to verify that the recipients in said sample have been informed of the processing of their data, as required by the regulations, and that there is a legal basis that legitimizes those deliveries.

7.2. LEGAL BASIS FOR PROCESSING IN COMMERCIAL COMMUNICATION

All processing of personal data that the adhered entities carry out in their advertising activity must hinge on one of the legal bases provided by Article 6 of the GDPR.

It is the responsibility of the adhered entities to determine, in each case, the appropriate legal basis for the processing of personal data contemplated.

Notwithstanding, detailed below is a list of principles and guidelines that the adhered entities must take into account regarding the legal bases that, depending on the case, may legitimize the processing of personal data for advertising purposes.

7.2.1. Consent

When entities draw on consent as a legitimate basis for the processing of personal data for advertising purposes, they will take into account the following:

- a) The action to be taken by the data subject to give their consent to processing for advertising purposes must be unequivocal, the action in question undeniably linked to the will to consent. Thus, the adhered entity will ensure that the data subject understands that consent is being requested, for what purpose it is being requested, and what action he or she has to take to give it.

Example: The consent, including but not limited to that obtained by ticking an *opt-in* box ("I wish to receive advertising about [...]") or moving a selection bar, will be valid, provided that the action is preceded by clear and sufficient information about what such an action implies.

- b) When consent is requested for advertising purposes in the context of a contract whose performance does not require the sending of advertising, that consent must be provided separately from the general acceptance of the contract.

Example: To obtain consent for processing for advertising purposes, a specific box may be included to obtain this consent in an easily visible way (next to the fields that the data subject must fill in, next to the signature box, next to the contract terms and conditions acceptance box, etc.).

- c) When personal data is intended to be communicated to third parties, based on the consent of the data subject, so that the third parties may send advertising to them, the consent must be obtained separately from that which is collected for the sending of one's own advertising.
- d) In the case laid out in the previous point, the data subject must also be informed of the identity of the entities receiving the data and of the types of products or services which are the object of the commercial communication. For the purposes of identifying third parties, the address of a publicly accessible website where this information may be consulted may be included.
- e) When the intention is for advertising to be personalized, a single consent may be obtained for both the creation of profiles and advertising

Example: The inclusion of an opt-in box with the text "I consent to the sending of advertising based on the profile drawn up from my interests in products / services of [...]" will be valid.

- f) For advertising sent by electronic means, the adhered entity will respect the regulations for these types of commercial communications at all times.

7.2.2. Legitimate Interest

If, in accordance with the applicable legislation, the legal basis for legitimizing the processing of data for advertising purposes may be the satisfaction of a legitimate interest of the adhered entity, the adhered entity must weigh, according to the circumstances of each specific case, whether the

interests or fundamental rights and freedoms of the data subject take precedence over said interest. Some of the factors to take into account for these purposes may be:

- The expectations of the data subjects regarding the advertising carried out.
- Whether the subjects are persons who require special protection (minors, for example).
- How easy it is for data subjects to object to processing.
- Whether the advertising is based on profiles and the level of sophistication of said profiles.
- The frequency of deliveries.

It will be presumed, unless proven otherwise, that there is a legitimate interest for sending advertising in the following cases, though the adhered entities must weigh whether their interest takes precedence over the fundamental rights and freedoms of the data subjects in each specific case and in accordance with the circumstances and document it:

- a) When the advertising is sent by the adhered entity to its clients with its own products or services, similar to those initially purchased, as the subject matter. In order to assess the similarity of products or services, the type must be taken into account, noting the activity sector (e.g. food, beauty and hygiene, banking products and means of payment, etc.).
- b) When the advertising is sent by the adhered entity to its clients with products or services, similar to those initially purchased, of entities belonging to the business group of the adhered entity¹ as the subject matter, without disclosing the data to the rest of the entities.
- c) When the adhered entity shares the data of its clients to entities belonging to its business group so that they can advertise their products or services, provided that these are similar to those initially purchased by the client from the adhered entity. In this case, it must be made possible for the data subject to object at the time of collection of his or her data (for example, by checking an *opt-out* box).

7.3. INFORMATION ABOUT DATA PROCESSING FOR ADVERTISING PURPOSES

Adhered entities will inform data subjects of the processing of their personal data, detailing, depending on whether they obtain the data from the data subject or from a different source, the aspects included in Articles 13 and 14 of the GDPR.

This information must be provided *"in a concise, transparent, intelligible and easily accessible form, using clear and plain language,"* as required by Article 12 of the GDPR.

When fulfilling their duty to inform, the adhered entities will take into account the following:

- a) In the digital sphere, when it allows for better transparency and prevents fatigue of the data subject, the information about processing may be provided in layers, with drop-down texts or other solutions that facilitate reading and comprehension.
- b) When the data subject is informed of modifications to processing for advertising purposes that have already begun, the complete information clause will be provided along with the

¹ The concept of a group of companies in Article 42 of the Code of Commerce will be used to define a business group.

corresponding modifications, which must be made clear to the data subject. If the relevance of these modifications so advises, they may be highlighted to streamline their identification and understanding. Alternatively, or additionally, a summary of such modifications may be provided. It will not be necessary to inform of changes to expressions or spelling corrections alone if they do not change the content of the informative clauses.

Example: A notification of a change in the information clause could be the following (changes are marked in bold): “We will keep a record of the products you view and buy in our *online* store, **as well as the inquiries you make about our products**, in order to show you advertising and make product recommendations on our website based on your interests, which we identify based on the products you see or buy, **or about which you inquire.**”

We could consider the following as a summary of modifications to the information clause above: “In addition to considering the products that you view and buy in our online store, **to offer advertising more catered to your interests**, from now on we will also take into account the **products about which you inquire** (for example, asking about their availability or sizes).”

- c) The information about processing for advertising purposes will be provided in clear and plain language, which is easily understood by the people to whom it is addressed, avoiding unnecessary references to legal precepts, confusing jargon or ambiguous terms or those that make little sense to recipients. In particular, alternatives will be explored so that these conditions are met when the recipients of the information may have different levels of understanding (for example, because the information is addressed to both adults and minors), allowing for the use, for example, of a single version of the information that may be understood by all recipients or providing different versions of the information with language adjusted for the different types of recipients.

7.4. RIGHT TO OBJECT TO PROCESSING FOR DIRECT MARKETING PURPOSE

Adhered entities will inform data subjects of their right to object the processing of their personal data for direct marketing purposes at the time of collection of their personal data and, at least in the case of communications made via electronic media, also in each commercial communication directed at them.

Adhered entities will deal with the right to object without the need for a data subject to justify his or her request, therefore sufficing that the request is addressed to the adhered entity and that it comes from the data subject, the latter being verifiable. It cannot be more difficult to object than it was, where applicable, to give consent.

7.5. ADVERTISING EXCLUSION SYSTEMS

Adhered entities that intend to carry out direct marketing communications must first consult the advertising exclusion systems that affect them (Robinson lists, for example), in order to exclude data subjects who have expressed their objection. To fulfill this obligation, it will suffice to consult the exclusion systems included in the list published by the competent supervisory authority on its electronic office.

The consultation of these exclusion systems will not be necessary if the data subject gave his or her consent to receive the communication to whoever intends to carry it out.

In any case, processing must be legitimized by one of the legal bases of Article 6 GDPR, and the duty to inform must also be fulfilled in accordance with the provisions of Article 14 of the GDPR.

7.6. USE OF COOKIES FOR ADVERTISING PURPOSES

The use of cookies (and other similar technologies) by adhered entities will be subject to the provisions of the Information Society Services Act or those regulations which may replace it.

If the use of cookies involves the processing of personal data for advertising purposes, the adhered entities must obtain informed consent for such use in accordance with the provisions of the GDPR.

In particular, adhered entities will take into account the following:

- a) They will avoid ambiguous descriptions when explaining the advertising purposes of cookies.
- b) If the cookies are used for personalized or behavioral advertising purposes, the user will be expressly informed of their nature, referring as well to the fact that such advertising is carried out using a profile based on the user's navigation, use of an application, etc.
- c) If third-party cookies are used for advertising purposes, the data subject will be informed of this circumstance.

8

PRINCIPLE OF LAWFULNESS

This Code of Conduct has been drawn up in accordance with the regulations in force at the time of its approval.

In the case of contradictions between the content of this Code and the regulations in force at any time, the provisions of the current regulations will take precedent.

- 9.1.** AUTOCONTROL has implemented an extrajudicial resolution system to settle disputes that arise between adhered entities and data subjects due to data processing carried out in advertising activities. Information about this system and claims forms for complainants will be available at www.autocontrol.es/servicios/reclamaciones-de-proteccion-datos-y-publicidad.
- 9.2.** When AUTOCONTROL receives a complaint against an adhered entity through the channels meant for this purpose, it will verify that the following are included in writing:
- a) Name and surname, address and copy of national identity document or equivalent personal document of the claimant and, where appropriate, the personal data of the representative, who must be accredited as representative.
 - b) Email address to which notifications may be sent, meaning any notification sent to the indicated address will be valid from that moment.
 - c) List of the causes which are the subject of the claim.
 - d) Supporting documents relevant to the incidents, depending on the particular reasons for a claim.
- 9.3.** AUTOCONTROL will not allow for the processing of claims that:
- a) Refer to events which took place over twelve (12) months prior to the date of submission of abovementioned claim or to the moment in which the complainant became aware, if the latter indeed occurred afterward and provided that the moment in which they became aware can be proven².
 - b) Refer to issues that have already been resolved or are being handled through judicial or administrative procedures unless, in the latter case, AUTOCONTROL is being called upon by the Administration.
 - c) Concern the payment of compensation or indemnification.
- 9.4.** If the claim has rectifiable defects, AUTOCONTROL will contact the applicant to correct their request within a period of ten (10) business days. If they are not corrected within said period, AUTOCONTROL will dismiss the claim.
- 9.5.** If the claim meets the above requirements, it will be accepted and whether or not the adhered entity has appointed a data protection officer will be confirmed, based on the information provided by the adhered entity.

² In the event of continued infringement, the twelve (12) month period will begin from when the infringing conduct ceases.

- 9.5.1.** If the adhered entity has appointed a data protection officer, AUTOCONTROL will forward them the claim so that, if they choose to do so, it can either be handled through them within the period laid out in the current regulations or submitted to the AUTOCONTROL Mediation Unit³. The adhered entity must inform AUTOCONTROL of its decision within five (5) business days from the receipt of the claim; if there is no response within that period, it will be understood that they have decided to handle the claim directly. If the data protection officer addresses the claim directly, it will notify AUTOCONTROL, at the time of responding to the claim, of the actions taken. In the event that the officer, in the direct handling of the claim, decides that what is requested cannot be upheld and the claimant expresses his disagreement, he must then submit that claim to the Advertising Jury, in accordance with the provisions of Article 38 of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights.
- 9.5.2.** If the adhered entity has not appointed a data protection officer or, having appointed one, has decided to submit the claim for mediation, the AUTOCONTROL mediation procedure, which will have a maximum duration of one (1) calendar month, will begin. From the moment AUTOCONTROL brings the claim forward to the adhered entity, it must respond to AUTOCONTROL within a maximum period of ten (10) calendar days, proposing actions it deems pertinent for mediation. The AUTOCONTROL Mediation Unit will encourage both parties to reach an agreement that settles the dispute.
- 9.6.** If, during the processing of the claim, a judicial or administrative procedure is initiated that deals specifically with the events mentioned as the cause of the claim, AUTOCONTROL will dismiss it.
- 9.7.** If, after the process, either through the data protection officer or mediation, the party that files the claim, within a period not exceeding one calendar month from the end of the process, expresses their dissatisfaction with the result (due to disagreement with the solution offered by the adhered entity, or to the absence of a solution or agreement), AUTOCONTROL will forward it to the Advertising Jury, which will process the claim in accordance with its Regulations (<https://www.autocontrol.es/autocontrol-eng/quienes-somos-eng/>).
- 9.8.** The proposals of the AUTOCONTROL Mediation Unit will not be binding. However, for adhered entities, the agreement reached in mediation, as well as the final ruling of the Advertising Jury, will be.
- 9.9.** If the Advertising Jury identifies a breach of the mediation agreements reached between parties or of the rulings issued by the Advertising Jury itself, it will notify the AUTOCONTROL Commission of Disciplinary Affairs so that, before taking the actions described in their Rules, the appropriate measures and sanctions of the disciplinary regime laid out in the AUTOCONTROL Rules may be taken by the Executive Committee or Board of Directors. Notwithstanding to the provisions of Point 14, these cases will be duly forwarded to the Spanish Data Protection Agency.

³ The Mediation Unit is made up of AUTOCONTROL personnel with knowledge of data protection.

- 9.10. When claims are made previously directly before the Spanish Data Protection Agency, the agency may send them to AUTOCONTROL to seek their resolution, as established in Article 65.4 of Organic Law 3/2018, of 5 December, on Data Protection and the Guarantee of Digital Rights.
- 9.11. For the purposes of calculating those deadlines different from the legal ones, to which the provisions of the corresponding regulations will apply, Saturdays, Sundays, and national, regional and local holidays corresponding to the city of Madrid will not be taken into account. For the Advertising Jury, in addition to the above, the days 24 to 31 December and the month of August will not be taken into account either.
- 9.12. AUTOCONTROL procedures will be conducted in Spanish, using email as the means of communication.
- 9.13. In all matters not provided for in this Code in relation to the resolution system regulated therein, the Rules of the Advertising Jury will be applied as an alternative.

10 PROCEDURE CONFIDENTIALITY

The mediation procedure, as well as the agreement reached through it, if that is the case, along with the processing of the claim by the Advertising Jury, will be confidential.

The Advertising Jury rulings will be made public by AUTOCONTROL. The adhered entity that is a party to the procedure will refrain from disseminating the ruling until it has been published by AUTOCONTROL.

The duty of confidentiality will not prevent AUTOCONTROL from fulfilling its duty to cooperate with public administrations, both administrative and judicial. In particular, it will not prevent it from responding to requests for information from the Spanish Agency for Data Protection about:

- The existence of a mediation or procedure before the Advertising Jury.
- Agreements reached through mediation.
- Statistical information accompanied by data about its mediation work.
- Rulings of the Advertising Jury.

The duty of confidentiality will not prevent adhered entities from providing documentation related to mediation or a procedure before the Advertising Jury in administrative or judicial proceedings of which they are part.

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PRIOR ADVICE

In addition to the *ex post* inspection carried out by the Advertising Jury, before commencing the processing of data in the context of their advertising activity, the adhered entities may request, voluntarily, that AUTOCONTROL verify the compliance of the processing with the elements in this Code.

AUTOCONTROL's Technical Office will issue non-binding opinions, reports, etc., on the processing in question.

If the adhered entity disagrees with the analysis of the Technical Office, it may appeal it before the Advertising Jury within a period of four (4) business days calculated from the day following receipt of the opinion.

AUTOCONTROL will carry out this work as part of the services it offers in the completion of its activity.

12

MONITORING BODY

Without prejudice to the functions and powers of the Spanish Data Protection Agency as the competent monitoring body, the Advertising Jury will act as the supervisory body of this Code.

When the Advertising Jury resolving a claim declares a breach of the code, the ruling will be motivated and may indicate the sanctions that, where appropriate, should be imposed in accordance with the provisions of its Rules.

13

OVERSIGHT MECHANISMS COMPLIANCE REPORTS

Annually, the Advertising Jury's Secretariat will prepare a statistical report for each adhered entity with relevant data about the activity generated by said entity, including both data related to mediations and to decisions made by the Advertising Jury.

The Advertising Jury's Secretariat will also prepare an annual, collective statistical report that it will provide to the Spanish Data Protection Agency.

The Advertising Jury and adhered entities may voluntarily request AUTOCONTROL reports on compliance with the mediation agreements, from the rulings issued by the Advertising Jury and the

obligations contained in this Code. The appropriate checks will be carried out within the scope of services offered by AUTOCONTROL.

In the event that a member entity fails to comply with the mediation agreements reached with the complainant or infringes the rulings issued by the Advertising Jury, the Board of Directors of AUTOCONTROL will take the appropriate measures, in accordance with the disciplinary regime offered in its Statutes. In compliance with the provisions of Article 41.4 GDPR, AUTOCONTROL will inform the Spanish Data Protection Agency of the measures adopted and the reasons for them.

14

INFORMATION TO THE SPANISH DATA PROTECTION AGENCY

In compliance with the provisions of Article 41.4 of the GDPR, AUTOCONTROL will inform the Spanish Data Protection Agency of the measures adopted and the reasons for them.

On the other hand, the Advertising Jury's Secretariat will prepare an annual collective statistical report that it will provide to the Spanish Data Protection Agency.

15

ADVERTISING AND DISSEMINATION

AUTOCONTROL will publish this Code of Conduct in the codes of conduct section on its website (<https://www.autocontrol.es/autocontrol-eng/codes-of-conduct/> or any one that replaces it). The Code can be downloaded free of charge by any user.

Adhered entities will publish their status as adherents to the Code.

AUTOCONTROL will encourage adhered entities to:

- Make access to the Code of Conduct possible on their website, in a way that is done easily and that allows its free download.
- Promote the system regulated by this Code as a mechanism for extrajudicial dispute resolution, both making it public and publicizing it in the different business and institutional sectors with which they deal, as well as in Spanish society in general and, especially, among its clients.
- Refer expressly to this system in their informational data protection clauses and publicize it by those means which they consider most effective (websites, invoices, etc.).

16 TRAINING ACTIVITIES

AUTOCONTROL will organize educational actions with the frequency and format it deems appropriate in order to encourage proper compliance with data protection regulations in the advertising sector.

The training will be led by experts in this field and, if deemed appropriate, the collaboration of the Spanish Data Protection Agency and the regional control authorities, as well as prominent professionals from the advertising sector, will be called upon.

17 WITHDRAWAL OF ADHERED ENTITIES

Adhered entities may withdraw from the Code of Conduct by notifying AUTOCONTROL in writing and expressly declaring their intention, at least one month before the date on which they wish to withdraw. This notification must be signed by an authorized representative of the member entity.

In any event, the withdrawal will not affect procedures in process on that date or that apply to events prior to the effective date of the cancellation, which will continue until their completion, in accordance with the provisions of this Code.

18 EFFICACY

This Code will be fully effective two months after its approval by the Spanish Data Protection Agency.

19 MODIFICATION OF THE CODE

This Code may be modified with the approval of the AUTOCONTROL Board of Directors.

In the case of modification or extension of the Code, it will be presented to the Spanish Data Protection Agency to provide an opinion on whether it complies with data protection regulations and, if the guarantees offered are considered sufficient, to approve the Code thus modified or extended.

Adhered entities will be informed of modifications to the Code. The adhered entities will have a period of one month to request their withdrawal from it; if a request is not made, membership will be understood to be renewed.



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