

Lessons from Auschwitz (LFA) Project

In-Person and Online Privacy Policy and Terms

Effective: 27/04/2022

1. Introduction

The Holocaust Educational Trust (HET) created the Lessons from Auschwitz Project to increase knowledge and understanding of the Holocaust for young people and to clearly highlight what can happen if prejudice and racism become acceptable.

The programme consists of four parts – visits to the former Nazi concentration and death camp of Auschwitz-Birkenau are preceded and followed by half-day seminars in order to ensure an exceptional educational experience. Additionally, participants are encouraged to design and carry out a plan to spread the lessons they have learned and take action through their Next Steps.

We collect personal data from teachers in order to coordinate participation and from participants, to arrange for their travel and participation in the seminars. This information may be used by HET to inform individuals of other opportunities available from the Trust.

We also conduct online sessions for the LFA and may use a combination of face to face and online learning. Lessons from Auschwitz Online is a digital learning experience consisting of three live sessions and independent learning, all accessible through a bespoke online platform. Additionally, participants are encouraged to design and carry out a next steps project to share what they have learnt.

We collect personal data from teachers and students in order to coordinate participation. This information may be used by HET to inform individuals of other opportunities available from the Trust.

Throughout this document we refer to Data Protection Legislation means the Data Protection Act 2018 (DPA 2018), United Kingdom General Data Protection Regulation (UK GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implemented in connection with the aforementioned legislation. Where personal data comprises of people in the European Union it also includes the EU General Data Protection Regulation (EU GDPR). This includes any replacement legislation coming into effect from time to time.

HET is the data controller for the personal data we process, unless otherwise stated.

We are registered with the Information Commissioner's Office (the ICO) with registration number Z5371798

You can contact us either by phone, email or post.

Our Data Protection Officer is:

The DPO Centre Ltd.

50 Liverpool Street

London

EC2M 7PY

Email: DPO@het.org.uk

Phone: 0203 797 1289

2. The information we collect and lawful basis

We only collect personal data that we know we will genuinely use and in accordance with Data Protection Legislation. The type of personal information that we will collect on you, and you voluntarily provide to us on this may include some or all of the following:

- Name
- Contact information, including email address, postal address, and phone number
- School details
- Passport details and UK EHIC number**
- Emergency contacts' information
- Health data including allergies, covid vaccination statuses, dietary requirements and medical conditions
- Religious data*
- Ethnicity data*
- Details of the school students are from

*Religious and Ethnicity data are voluntary for students to provide if they chose to do so. LFA collects these data for demographic statistical purposes only.

** If you are only taking part in the LFA Online Learning Project these details will not be taken.

The lawful basis for processing your data is based on:

- Your consent to take part in the LFA Online Project
- Your consent if you have opted in in order to allow you to receive any marketing/promotional or event-based communications from us. You also have the right to withdraw consent at any time if you chose to do so
- Contract – For participants to be part of the LFA program
- Vital Interests – Health, safety and welfare needs and concerns for those who partake on LFA programs in order to protect the vital interests of you and others in the event that you are unable to consent
- Our legitimate interests – To help enable participants who have completed an LFA programme to become a HET Ambassador (more information on this can be found on the Ambassador privacy policy on the main HET website; www.het.org.uk)

We will also obtain your explicit consent in order to process your sensitive data such as religious and ethnicity data.

3. How we use your data

- To book flights and insurance for participants
- To help with coordination of the project with participating schools
- To help with engagement for future projects (including our Ambassador programme)
- To conduct LFA seminars and visits
- To comply with health & safety and child safety regulations
- To maintain our databases which hold your personal data
- To conduct LFA Live sessions (where sessions are recorded for safety and monitoring purposes, only HET presenters or their screens will be visible).

4. Who we might share your information with

We may share your personal data with other organisations in the following circumstances:

- Course outcome reporting and financing
- Arranging flights to/from Poland including sharing with tour providers
- Processing data on our third-party CRM system
- Booking insurance for participants
- Notifying our insurers of any incidents/accidents
- Medical assistance and monitoring during project
- Security access to venue
- MailChimp who helps facilitate our Marketing e-newsletters
- Alban House who helps distribute our hardcopy education materials

Please note sharing of your personal data may involve transfers out of the UK to companies who are based in the EEA, an adequate listed country or a third country which may not have strict Data Protection Legislation similar to the UK. If we need to transfer your information outside the UK, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected. For more information you can contact us using our details below.

5. Marketing Communications

As mentioned above we carry out certain marketing campaigns to help keep you informed of any events or promotional activities of LFA. We will ensure to capture your consent to send you marketing communications, and you are free to withdraw your consent by clicking on the unsubscribe link at the bottom of all email communications. Alternatively, you can contact info@lfaproject.org.uk where your request to withdraw your consent will be carried out. You can also opt back in at any time by contacting info@lfaproject.org.uk.

6. Your rights over your information

6.1 The right to be informed about our collection and use of personal data.

You have the right to be informed about the collection and use of your personal data. We ensure we do this with our internal data protection policies and through our external website policy. These are regularly reviewed and updated to ensure these are accurate and reflect our data processing activities.

6.2 Right to Access Your Personal Information

You have the right to access the personal information that we hold about you in many circumstances, by making a request. This is sometimes termed 'Data Subject Access Request'. If we agree that we are obliged to provide personal information to you (or someone else on your behalf), we will provide it to you or them free of charge and aim to do so within one calendar from when your identity has been confirmed.

We would ask for proof of identity and sufficient information about your interactions with us that we can locate your personal information.

If you would like to exercise this right, please contact us as set out below.

6.3 Right to Correction Your Personal Information

If any of the personal information we hold about you is inaccurate, incomplete or out of date, you may ask us to correct it.

If you would like to exercise this right, please contact us as set out below.

6.4 Right to Stop or Limit Our Processing of Your Data

You have the right to object to us processing your personal information for particular purposes, to have your information deleted if we are keeping it too long or have its processing restricted in certain circumstances.

If you would like to exercise this right, please contact us as set out below.

6.5 Right to Erasure

You have the right to have personal data erased. This is also known as the 'right to be forgotten'. The right is not absolute and only applies in certain circumstances.

If you would like to exercise this right, please contact us as set out below.

6.6 For more information about your privacy rights

The Information Commissioner's Office (ICO) regulates data protection and privacy matters in the UK. They make a lot of information accessible to consumers on their website and they ensure that the registered details of all data controllers such as ourselves are available publicly. You can access them here <https://ico.org.uk/> . If you are based outside of the UK but within the European Economic Area, a list of supervisory authorities can be found here https://edpb.europa.eu/aboutedpb/board/members_en

You can make a complaint to the ICO (or other supervisory authority) at any time about the way we use your information. However, we hope that you would consider raising any issue or complaint you have with us first. Your satisfaction is extremely important to us, and we will always do our very best to solve any problems you may have. To make a complaint directly to us, please see our contact details below.

You can submit a complaint directly to the ICO via this link <https://ico.org.uk/make-a-complaint/>.

7. How long we keep your information for

We retain a record of participants' personal information in order to provide them with a high quality and consistent service. We will always retain a participant's personal information for no longer than three years after which it will be automatically anonymized from our systems, so an individual can no longer be recognised. If an individual revokes their consent for being on the online project and requests removal of the data we will be sure to action this following their request as well. If you have any questions or concerns to our data retention practices, you can contact us directly using our details below.

8. Security

Data security is of great importance to HET and to protect your data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure your collected data. We store your data on our secure servers based in the UK.

We take security measures to protect your information including:

- Limiting access to our buildings to those that we have determined are entitled to be there;
- Implementing access controls to our information technology; and
- We use appropriate procedures and technical security measures (including strict encryption, anonymisation and archiving techniques) to safeguard your information across all our computer systems, databases, networks, websites.
- We have entered into the standard global data processing agreement with Zoom to ensure the protection of your information
- Users of the LFA Online platform must read the Lessons from Auschwitz Terms and Conditions below.

As well as the above security measures HET has also achieved Cyber Essentials certification which is reviewed annually. Copies of our certification is available if requested by contacting us below.

9. Changes to our Privacy Policy

We may change this Privacy Policy from time to time (for example, if the law changes). We recommend that participants check this policy regularly to keep up-to-date.

10. Cookies

Please refer to our separate Cookie policy for how we use Cookies on our website and to change your consent.

11. How to contact us

If you would like to exercise one of your rights as set out above, or you have a question or a complaint about this policy, the way your personal information is processed, please contact us by one of the following means:

By email: info@lfaproject.org.uk

By telephone: +44 (0)20 7222 4761

By post: BCM Box 7892, London, WC1N 3XX

Lessons from Auschwitz Online Terms and Conditions

Lessons from Auschwitz – Taking part in a visit

By submitting a Registration Form you indicate that you have read, understood and accept the terms and conditions detailed below.

- You will need a passport for the visit to Poland. Our tour operator recommends that there is a minimum of 3 months validity on your passport when you enter Poland. If your passport is not an EU passport, you may need a visa to enter Poland. It is your responsibility to check any visa requirements. If you are refused passage by the airline, and/or entry/exit to or from Poland, you will be responsible for any additional costs incurred.
- If you do not already have a valid European Health Insurance Card or Global Health Insurance Card you must apply for one before the one-day visit to Poland and provide the LFA Project Team with the card identification number. This can be obtained at www.ehic.org.uk
- The Holocaust Educational Trust takes out travel insurance for each participant going on the visit to Poland. Please be aware that the policy excludes any claims or expenses arising directly or indirectly from any medical condition for which medical advice or treatment has been given during the 12 months prior to the visit. Please be aware that there is a £50 excess on all claims with this travel insurance policy.
- The visit to Poland is operated by Peltours (U.K.) Ltd, a licensed travel operator (ATOL 1886). All flights, timings and itinerary may be subject to change at short notice. Peltours will when possible let participants know of time alterations or delays to flights, but does not accept any liability for cancellations or delays in flight departures.
- On the rare occasion of a flight being diverted from Poland to an alternative UK airport, your designated emergency contact will be contacted by text by the Holocaust Educational Trust. - Your Registration Form must include all relevant medical information, dietary and additional requirements.
- Data from your Registration Form, including emergency contact details, passport details and medical information, may be transferred to associated organisations for health and safety purposes.
- If in our opinion or the opinion of any airline pilot or other person in authority you are behaving in a way which will cause or be likely to cause danger or distress to others, or damage property or cause offence or be disrespectful to others, your participation in the project may be ended at any time. If this happens, you will not be entitled to any refund.
- We reserve the right to disqualify any participant from the project at any time
- Note, all teachers participating in the programme must be a full member of the teaching staff within their school and not have previously participated in an LFA Project.

Note for the co-ordinating teacher: £40 of the total balance is a non-refundable deposit. If you cancel within 2 weeks of the project start date, the remaining balance is non-refundable.

Lessons from Auschwitz – Using the Online platform

The following terms and conditions govern all use of the Lessons from Auschwitz Online platform, including any use or viewing of any content, services, and products available at or through the

platform, by platform visitors and participants, both unregistered and registered. By accessing the LFA Online platform, you agree to all points below.

Your use of the site constitutes acceptance of these Terms and Conditions as at the first date of your use of the site. The Holocaust Educational Trust reserves the rights to change these Terms and Conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party.

This site and the information, names, images, pictures, logos regarding or relating to the Holocaust Educational Trust are provided "as is" without any representation or endorsement made and without warranty of any kind whether express or implied. In no event will the Holocaust Educational Trust be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from the use or in connection with such use or loss of use of the site, whether in contract or in negligence.

The Holocaust Educational Trust tries to ensure that the website is up-to-date and functioning well. However, it does not warrant that the functions and the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.

Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, nonconfidential and nonproprietary information.

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The Holocaust Educational Trust takes no responsibility for the content, privacy practices, accuracy or reliability of any website accessed by a link from our website. Other websites that we link to are owned and operated by third parties and we have no control over them. The fact that we include links to other websites does not mean that the Holocaust Educational Trust approves of or endorses any other third party website or the content of that website. We accept no liability for any statements, information, products or services that are published on or are accessible through any websites owned or operated by third parties.

These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

If these Terms and Conditions are not accepted in full, the use of this site must be terminated immediately.

Data Protection

The Lessons from Auschwitz Project and LFA Online are operated with the generous funding of the Department for Education in England. Monitoring and equalities data may be shared with our funders in compliance with the GDPR and Data Protection Policies. Please review our LFA Online Privacy Policy above for more details on how we collect and use your data

Behaviour and Online Etiquette

If in the opinion of HET staff or other figures of authority – participants are behaving in a manner which may endanger or distress others, disrespect/cause offence to others, their participation in the project may be ended at any time.

We reserve the right to disqualify any participant from the project at any time.

Lessons from Auschwitz Online takes place in an online environment. Harassment, bullying, or rudeness to speakers, staff, guests, or other participants will not be tolerated. Any participant taking part in such behaviour will be removed from the course.

Online seminars will take place on the Zoom platform. We expect all participants to:

- use their real names
- remain on 'mute' when not actively contributing to a discussion
- be dressed in appropriate clothing
- be sat in a quiet environment, appropriate for listening, thinking and discussing challenging topics
- be inclusive, respectful and polite at all times
- allow all participants the time and space to share their thoughts
- not take any photos, videos or screen-captures of the session

Safety and use of the online platform

- The Virtual Reality (VR) part of Lessons from Auschwitz Online requires the safe use of your personal or school or college's electronic devices. HET assume no responsibility for injury or damage to you or your property while engaging with this or any other content on the course.
- Content on the platform may only be accessed and used by registered users of Lessons from Auschwitz Online.
- Registration is linked to an individual user and login credentials must not be shared or redistributed for any purpose.
- By uploading written content to the Lessons from Auschwitz Online platform, users agree that the Holocaust Educational Trust may display and re-use this content in marketing or other materials without compensation or notification.
- Online sessions may be recorded for safety and monitoring purposes. Only HET presenters or their screens will be recorded.

The Lessons from Auschwitz Online platform is supported by the Department for Education in England. The platform and its content may not be used, altered or re-distributed without express permission from all stakeholders.