

PICWIX
Application Terms of Service
UK Prize Competition Terms & Conditions
and Privacy & Cookie Policy

Date: 4 November 2019

1. WELCOME TO PICWIX, THESE TERMS OF SERVICE AND THIS DOCUMENT

1.1 Welcome to PICWIX (“**the Application**”), and this version of this document dated 16 October 2019 accessible for download to an Apple or Android device compatible with the Application (“**the Device**”) on the website <https://www.pic-wix.com/> (“**the Website**”) and the Apple and Google Android App Stores. The Application is provided to you by PICWIX Ltd (“**the Promoter**”), Company No. 09994181 of Unit A, Ensign House, Battersea Reach, Juniper Drive, London, SW18 1TA, United Kingdom.

1.2 This document in its entirety (“**the Terms**”), serves as an agreement between the Promoter and anyone using the Application on a Device. The acceptance of the Terms in its entirety serves as a binding contract within the boundaries set by the law of the United Kingdom and the European Union. By using the Application, the website and associated services, content and participating in any prize competition (“**the Services**”) “**you**” and “**your**” includes any entity, individual or business and you agree to accept and comply with these and therefore we advise you take the time to read this document carefully.

1.3 This document will be amended from time to time and we will make reasonable endeavours to give you notice of any change and your use of the Application after the changes have taken effect. The Application and the Promoter decline any responsibility for any actions that result from you not having reviewed all the content of the Terms, either before or after any changes are or have been made and after having accessed the Application. If you do not agree with any of the content of the Terms you must stop accessing and using the Application immediately.

2. THE PROMOTER

The Promoter is: PICWIX LTD, Company No. 09994181 of Unit A, Ensign House, Battersea Reach, Juniper Drive, London, SW18 1TA, United Kingdom (“**the Promoter**”).

3. THE APPLICATION

When using the Application, you may not:

3.1 access the Application if you are under the age of thirteen (or not of full mental capacity or reasonable mental or physical capacity to understand the contents of this document

3.2 share your login details, username and password with anyone;

3.3 to the greatest extent permitted under applicable law, make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any part thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Application or any derivative works thereof;

3.4 distribute, licence, transfer, or sell, in whole or in part, anything associated with the Application and derivatives and associated parties thereof;

3.5 market, rent or lease the Application for a fee or charge, or use the Application to advertise or perform any commercial solicitation; use the Application, without our express written consent, for

any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;

3.6 interfere with or attempt to interfere with the proper working of the Application, disrupt our website or any networks connected to the Application, or bypass any measures we may use to prevent or restrict access to the Application;

3.7 incorporate the Application or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Application in our sole discretion or use automated scripts to collect information from or otherwise interact with the Application;

3.8 impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Application;

3.9 intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation, age or any aspect related to anyone who may claim to be part and associated with a protected category;

3.10 use any account not in your name and that you established and set up or create a false identity;

3.11 use the Application in a manner that may create a conflict of interest or undermine the purposes of the Application, such as trading reviews with other users or writing or soliciting skill reviews;

3.12 use the Application to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

3.13 engage in any unsolicited or unauthorised advertising, solicitations, originate and distribute promotional materials, so called junk mail, spam, chain letters, pyramid schemes, or any other prohibited form of solicitation;

3.14 use any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., identification numbers, National Insurance numbers, passport numbers) or credit card numbers; any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;

3.15 apply, originate and distribute any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory; any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm; any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people; any material that contains a threat of any kind, including threats of physical violence;

3.16 originate and distribute any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality; any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; material that, in the sole judgment of the Application and the Promoter, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose the Application and the Promoter, or its users to any harm or liability of any type.

4. THE COMPETITION

4.1 The title of the prize competition ("the **Competition**") is determined by the Promoter on the Application from time to time. The title of the Competition, is specified by the Application. The Competition is accessible through the Application on your Device. The Competition is governed by the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing ("**the CAP Code**").

4.2 The Competition mechanic is governed by the competition entry form on the Application and as described and specified by the Application. The Competition's entry route is genuinely free and

governed by the participant's level of skill, judgement and knowledge and the number of likes it receives.

4.3 The Competition complies with sections 14(2) and 14(5) of the Gambling Act.

4.4 The Competition will run from the time and date (the "**Opening Date**") to the time and date (the "**Closing Date**") inclusive. The Competition's Opening Date and Closing Date are specified by the Application.

4.5 You participate in the Competition by submitting a Competition entry ("the **Entry**" and "**User Content**"). All Entries must be received by the Promoter by using the method of entry specified by the Application by no later than midnight on the Closing Date. All competition Entries received after the Closing Date are automatically disqualified. The Promoter will not change the Closing Date unless forced to do so by circumstances beyond the Promoter's reasonable control. If the Closing Date is changed, the Promoter will take all reasonable steps to ensure that you who participated within the Terms are not disadvantaged.

4.6 To enter the Competition:

- (a) You enter the Competition via the Application which you will download to your Device.
- (b) You will create an account following the instructions provided by the Application and entering the required information.
- (c) By creating an account and completing the entry form provided on the Application and making your submission by the Closing Date.

4.7 No purchase is necessary to enter the Competition. There is no charge to register for use of the Application. The Application explicitly complies with rule 5.7 of the CAP Code. Children, for these purposes of the Prize Competition Terms and Conditions, individuals under the age of 13, are only allowed to participate in the Competition with the consent and supervision of their parents and/or legal guardians.

4.8 The Promoter will **NOT** accept:

- (a) responsibility for false or inaccurate information provided during the account set up process;
- (b) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any type of failure such as equipment and Device failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (c) by submitting a Competition entry, you are agreeing to be bound by these terms and conditions.

4.9 for help with entries, please send an email from the email address you provided when registering for your account to help@pic-wix.com.

4.10 The Competition entries will be ranked and the Competition winner will be determined ("the **Winner**") by the number of likes the Competition entry receives.

- (a) the entry with the highest number of likes wins the first prize
- (b) the entry with the second highest number of likes wins the second prize
- (c) the entry with the third highest number of likes wins the third prize
- (d) the entries with the fourth to tenth (inclusive) number of likes receive the fourth prize

4.11 The Closing Date for the Competition is on the end of the day of the Closing Date as established by the Application. As soon as practicable after the Closing Date and within a reasonable timeframe, the Promoter will announce the winners on the Application and external third parties and notify the winners via the email address associated with the account of the prize-winning Competition Entry.

5. ELIGIBILITY

5.1 The competition is only open to all residents in the UK, **except**:

- (a) employees of the Promoter or its holding or subsidiary companies;
- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above;

(d) anyone under the age of 13.

5.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are and were eligible to enter the competition.

5.3 In entering the competition, you confirm that if you are under the age of 13, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask the winner to provide proof of age.

5.4 The Promoter will not accept competition entries that are:

- (a)** automatically generated by computer;
- (b)** completed by third parties or in bulk;
- (c)** illegible, have been altered, reconstructed, forged or tampered with;
- (d)** photocopies and not originals; or
- (e)** incomplete.

5.5 There is a limit of one Submission Entry per account holder. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

5.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5.7 Competition entries cannot be returned.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Application respects Intellectual Property Rights and all Entries and User Content are expected to respect these as well. Intellectual Property Regulations 2006 (SI 2006/1028) (2006 Regulations) provide that where an IP right is infringed by a defendant who knew, or had reasonable grounds to know, that its activity was an infringing act, damages shall be assessed according to the actual prejudice suffered by the claimant (regulation 3, *2006 Regulations*). Entries and User Content should take into account whether there are any IP notices attached to any of the content as this knowledge constitutes infringing activity of any copyrights or other intellectual property rights.

6.2 Under UK law, if User Content satisfies the requirements of originality, and qualifying person or first publication, it will automatically gain copyright protection as soon as it is recorded in whatever form and in particular in electronic form. The Copyright, Designs and Patents Act 1988 does not contain a requirement for the work specifically to incorporate a copyright notice. However, it may be advisable to do so by attaching a copyright notice using the following format which will provide you with the benefits of a notice under UK law and the Universal Copyright Convention to which the UK is a signatory to: Copyright © [name of copyright owner] [year of first publication]. Attaching a copyright notice is at your discretion and the Promoter and Application will not have any responsibility should you fail to do so. All your intellectual property rights are subject to paragraph 7 of this agreement and as follows.

6.3 It is the Promoter and the Application's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

7. COMPETITION ENTRIES AND CONTENT

7.1 As between you and the Promoter and the Application, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and "look and feel" of the Services, and all intellectual property rights related thereto the Promoter and the Application Content, are either owned or licensed by The Promoter and the Application, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the Promoter and the Application Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly

prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

7.2 Subject to the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the Promoter and the Application Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. The Promoter and the Application reserves all rights not expressly granted herein in the Services and the Promoter and the Application Content. You acknowledge and agree that The Promoter and the Application may terminate this licence at any time for any reason or no reason.

7.3 No rights are licenced with respect to sound or visual recordings and the audio-visual works embodied therein that are made available from and through the Application.

7.4 You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.

7.5 We make no representations, warranties or guarantees, whether express or implied, that any The Promoter and the Application Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Application (including User Content).

7.6 Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise ("User Content").

7.7 Users of the Services may not extract all or any portion of User Content created by another user to produce additional User Content and may not transmit this User Content through the Services.

7.8 The information and materials in the User Content, including User Content that includes The Promoter and the Application Elements, will be verified or approved by us

7.9 The views on User Content expressed by other users of the Services do not represent the Application's or Promoter's views or values.

7.10 Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at paragraph 4 above. You may also choose to upload or transmit your User Content, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out in these PICWIX Application Terms of Service and UK Prize Competition Terms and Conditions.

7.11 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

7.12 Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances

from, or are authorised by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.

7.13 If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Services unless you have all permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services .

7.14 You or the owner of your User Content still own the copyright in User Content sent to us according to paragraph 6 but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise others users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

7.15 You further grant us a royalty-free license to use your username, image, voice, and likeness to identify you as the source of any of your User Content and this is particularly relevant if you are a winner of the Prize Competition.

7.16 For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings and make mechanical reproductions of the musical works embodied in such sound recordings, and publicly perform and communicate to the public sound recordings and the musical works embodied therein, all on a royalty-free basis.

7.17 You are granting us the right to use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner a musical work copyright owner, and any type of performing rights organization, any unions or guilds, engineers, producers or other royalty participants involved in the creation of User Content.

7.18 If you are a composer or author of a musical work and are affiliated with a performing rights organisation, then you must notify your performing rights organisation of the royalty-free license you grant through these Terms in your User Content to us. You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms in your User Content or have such music publisher enter into these Terms with us. Just because you authored a musical work, e.g. wrote a song, does not mean you have the right to grant us the licences in these Terms.

7.19 If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Services is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Services that may be claimed by your label.

7.20 All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content posted or used on such third party service via the Services.

7.21 By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.

7.22 In certain circumstances, we also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

7.23 We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in these Terms.

7.24 In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content

7.24.1 that we consider to violate these Terms, or

7.24.2 in response to complaints from other users or third parties, with or without notice and without any liability to you.

7.25 As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content.

7.26 We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

7.27 You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To change the default access setting for how your User Content is made available to other users, you should select the privacy setting available within the Apps.

7.28 We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

7.29 If you wish to complain about information and materials uploaded by other users please contact us at: info@picwix.com.

7.30 The Promoter and the Application takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of.

7.31 While we continually work to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “ Feedback ”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided.

7.32 Accordingly, by sending us feedback, you agree that:

7.32.1 we have no obligation to review, consider, or implement your Feedback,

7.32.2 or to return to you all or part of any Feedback for any reason;

7.33 Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way;

7.34 and You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform, including on a through-to-the-audience basis, communicate to the public, make available, publicly display, and otherwise use and exploit the feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, whether in whole or in part, and whether as provided or as modified.

8. THE PRIZES

8.1 The prizes that are accurately described in nature and number and specified on the PICWIX application and website are available to be won for each Competition.

8.2 Prizes are subject to availability. There is no cash alternative for the prize. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.

8.3 The first, second and third prize are supplied by Apple Inc. 1 Infinite Loop, Cupertino, CA 95014, US (the “First Supplier”). The fourth to tenth prizes are supplied by the Promoter’s agent. The

Promoter reserves the right to replace any of the prizes with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

8.4 The prize is not negotiable or transferable.

8.5 In order to claim the prize, the winner must reply to the email sent by info@pic-wix.com.

9. WINNERS

9.1 The decision of the Promoter is final. If the Promoter's decision is challenged, no correspondence or discussion will be entered into.

9.2 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the contact information, telephone number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

9.3 The Promoter will either publish or make information available on the Application that indicates that a valid award took place. To comply with this obligation the Promoter will publish the surname and number of major prize winners and, if applicable, their winning entries on the Application and in other social media, including Facebook, Instagram, Twitter and on the website www.pic-wix.com on the Announcement Date. The Promoter will send the surname and number of prize winners and, if applicable copies of their winning entries, to anyone who emails info@pic-wix.com within one (1) month after the Closing Date of the Competition.

9.4 If you object to any or all of your surname, number and winning entry being published or made available, please either indicate this while entering your submission to the Competition on the Application or contact the Promoter by email at info@pic-wix.com. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

10. CLAIMING THE PRIZE

10.1 If you are the winner of the prize, you will have up to 30 days from the Announcement Date to claim the prize by following the details of how to claim in paragraph 8.5. If you do not claim the prize by this date, your claim will become invalid.

10.2 The prize may not be claimed by a third party on your behalf, unless you explicitly decide to do so and inform the Promoter accordingly. The Promoter's procedures for the Prize to be collected by a third party is available upon request. Prize winners under the age of 13 must have a parent or guardian present when the prize is delivered.

10.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 30 days of the Announcement Date, the Promoter reserves the right to retain the prize.

10.4 The Promoter does not accept any responsibility if you are not able to take up the prize.

11. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

12. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

12.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

12.2 By submitting your competition entry and any accompanying material, you agree to:

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

12.3 You agree that the Promoter may, but is not required to, make your entry available on the Application and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

12.4 You agree:

- (a) Images and other submissions are original works, are not defamatory and do not infringe third-party rights.
- (b) There are no conflicting agreements in place that restrict usage of these images or other submissions.
- (c) They have consent to use any third-party image in the entry and rights have been waived for that use. If a third-party image is of a person under 18, parental or guardian consent must be provided.
- (d) They will produce evidence of any required consents at the Promoters request, or risk being disqualified from entering the prize competition.
- (e) They will grant the promoter an irrevocable, royalty-free, worldwide, licence for the full term of copyright to use, alter, adapt or sub-license rights [in the images and other submissions] to third parties.

13. DATA PROTECTION AND PUBLICITY

The Promoter will only process your personal information as set out in the [PRIVACY POLICY](#). See also paragraph 9 with regard to the announcement of winners.

14. GENERAL

14.1 If there is any reason to believe that there has been a breach of the Terms, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Competition.

14.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.

14.3 Applicable Law and Jurisdiction for users in the European Union including the United Kingdom. These Terms, their subject matter and their formation, are not exclusively governed by the laws of United Kingdom and of the European Union subject only to any mandatory provisions of consumer law in the country in which you reside. If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

These Terms are also regulated by REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and The Promoter irrevocably agree that the courts of the England and Wales shall have exclusive jurisdiction

to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Alternatively, you may raise the dispute with an alternative dispute resolution (“ADR”) body.

**PICWIX UK Mobile Application and Website
Privacy Policy
(GDPR and DPA 2018)**

INTRODUCTION

We, PICWIX LTD (“the **Promoter**”) and PICKWIX (“the **Application**”), together “**we**” make this policy (together with our end-user licence agreement as set out in the [Terms](#) available to you as applies to your use of:

1. PicWix mobile application software (the **Application**) available on the Apple AppStore and Google Play stores once you have downloaded or streamed a copy of the Application onto your mobile telephone or handheld device (“the **Device**”).
2. Any of the services accessible through the Application (“the **Services**”) that are available on the App Site or other sites of ours (“the **Services Sites**”), unless the EULA states that a separate privacy policy applies to a particular Service, in which case that privacy policy only applies. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This Application is not intended for children and anyone under the age of 13 we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

This policy is provided in a layered format so you can click through to the specific areas set out below. Alternatively, you can download a pdf version of the policy here: [PICWIX UK Mobile Application and Website Privacy Policy \(GDPR and DPA 2018\)](#)

THESE ARE HYPERLINKS TO THE SECTIONS WITH THE FOLLOWING HEADER TITLES:

[IMPORTANT INFORMATION AND WHO WE ARE](#)

[THE DATA WE COLLECT ABOUT YOU](#)

[HOW IS YOUR PERSONAL DATA COLLECTED?](#)

[HOW WE USE YOUR PERSONAL DATA](#)

[DISCLOSURES OF YOUR PERSONAL DATA](#)

[INTERNATIONAL TRANSFERS](#)

[DATA SECURITY](#)

[DATA RETENTION](#)

[YOUR LEGAL RIGHTS](#)

[GLOSSARY](#)

[DESCRIPTION OF CATEGORIES OF PERSONAL DATA](#)

1. IMPORTANT INFORMATION AND WHO WE ARE

PICWIX LTD (“The **Promoter**”) is registered in the UK with Companies House under Number 09994181 with registered office at Unit A, Ensign House, Battersea Reach, Juniper Drive, London, SW18 1TA, United Kingdom.

The Promoter is the controller and is responsible for this Application and your personal data.

The Promoter is collectively referred to as, “**we**”, “**us**” or “**our**” in this policy.

If you have any questions about this privacy policy, please contact the using the details set out below.

Contact details

Our full details are:

- Full name of legal entity: PICKWIX LTD
- Name or title of the Data Privacy Manager: Mr Claudio Bonoli
- Email address: info@pic-wix.com
- Website: <https://www.pic-wix.com/>
- Postal address: Unit A, Ensign House, Battersea Reach, Juniper Drive, London, SW18 1TA, United Kingdom

You have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"), the UK supervisory authority for data protection issues.

Changes to the privacy policy and your duty to inform us of change

We keep our privacy policy under regular review.

This version was last updated on 4 November 2019. This version may change and if it does, these changes will be posted on this page and, where appropriate, notified to you when you next start the Application. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the Application.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

Third party links

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as Contact and Location Data. Please check these policies before you submit any personal data to these websites or use these services.

2. THE DATA WE COLLECT ABOUT YOU

We may collect, use, store and transfer different kinds of personal data about you as follows:

- (a) Identity Data.
- (b) Contact Data.
- (c) Content Data.
- (d) Profile Data.

We explain these categories of data here [DESCRIPTION OF CATEGORIES OF PERSONAL DATA](#)

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific App feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or

indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

3. HOW YOUR PERSONAL DATA IS COLLECTED

We will collect and process the following data about you:

3.1 Information you give us. This is information (including Identity, Contact, Content Data and Profile Data) you consent to giving us about you by filling in data and forms on the, or by corresponding with us (for example, by email). It includes information you provide when you register to use the Application, download or register the Application, share data via the Application's social media functions, enter a competition, promotion or survey and other activities commonly or otherwise carried out in connection with the Application and when you report a problem with the Application. If you contact us, we will keep a record of that correspondence.

3.2 Information we collect about you and your Device. Each time you visit one of Our Sites or use one of our Apps we will automatically collect personal data including Device, Content and Usage Data. We collect this data using Google Firebase and Google Analytics cookies and other similar technologies.

3.3 Information we receive from other sources including third parties and publicly available sources. We will receive personal data about you from various third parties and public sources as set out below

3.4 Device Data from the following parties:

3.4.1 analytics providers such as Google Firebase Google based outside the EU; You can find more information visiting <https://firebase.google.com/support/privacy>

3.4.2 Identity and Contact Data from data brokers or aggregators such as FACEBOOK based inside OR outside the EU.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

- (a) Where you have consented before the processing.
- (b) Where we need to perform a contract we are about to enter or have entered with you.
- (c) Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- (d) Where we need to comply with a legal or regulatory obligation.

Contact us on info@pic-wix.com to find out more about the types of lawful basis that we will rely on to process your personal data.

We will only send you direct marketing communications by email if we have your consent. You have the right to withdraw that consent at any time by contacting us.

5. PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

| Purpose/activity | Type of data | Lawful basis for processing |
|---|-------------------------------|-------------------------------------|
| To install the App and register you as a new App user | Identity Contact Device | Your consent by accepting the Terms |

| | | |
|---|--|---|
| To manage our relationship with you including notifying you of changes to the App or any Services | Identity Contact Profile Marketing and Communications | Your consent by accepting the Terms Performance of a contract with you when and if applicable Necessary for our legitimate interests (to keep records updated) Necessary to comply with legal obligations (to inform you of any changes to our terms and conditions) |
| To enable you to participate in a prize draw, competition or complete a survey | Identity Contact Profile Marketing and Communications | Your consent by accepting the Terms Performance of a contract with you Necessary for our legitimate interests (to analyse how customers use our products/Services and to develop them and grow our business) |
| To administer and protect our business and this App including troubleshooting, data analysis and system testing | Identity Contact Device | Your consent by accepting the Terms Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security) |
| To monitor trends so we can improve the App | Identity Contact Content Location | Your consent by accepting the Terms Necessary for our legitimate interests (to develop our products/services and grow our business) |

6. DISCLOSURES OF YOUR PERSONAL DATA

When you consent to providing us with your personal data, we also ask you for your consent to share your personal data with the third parties set out below for the purposes set out in the table.

6.1 INTRNAL THIRD PARTIES as set out in the Terms.

6.2 EXTERNAL THIRD PARTIES as set out in the Terms.

6.3 Third parties to whom we may choose to sell, transfer or merge parts of our business or our asset.

6.4 Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

6.5 Facebook Inc. (PP: <https://www.facebook.com/privacy/explanation>)

6.6 Google (PP: <https://firebase.google.com/support/privacy>)

7. DATA SECURITY

- 7.1** All information you provide to us is stored on our secure servers using Secured Sockets Layer technology. Where we have given you (or where you have chosen) a password that enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 7.2** Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way. Identity Data and Content Data are stored on related Service Site via HTTPS protocol.
- 7.3** Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.
- 7.4** We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

8. DATA RETENTION

Details of retention periods for different aspects of your personal data are available upon request by contacting us on info@pic-wix.com.

In some circumstances you can ask us to delete your data: see [YOUR LEGAL RIGHTS](#) below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

In the event that you do not use the Application for 6 years we will treat the account as expired and your personal data will be deleted.

9. YOUR LEGAL RIGHTS

Under certain circumstances you have the following rights under data protection laws in relation to your personal data.

- (a) Request access to your personal data.
- (b) Request correction of your personal data.
- (c) Request erasure of your personal data.
- (d) Object to processing of your personal data.
- (e) Request restriction of processing your personal data.
- (f) Request transfer of your personal data.
- (g) Right to withdraw consent.

You also have the right to ask us not to continue to process your personal data for marketing purposes.

You can exercise any of these rights at any time by contacting us at info@pic-wix.com.

10. GLOSSARY

Lawful Basis

Consent means processing your personal data where you have signified your agreement by a statement or clear opt-in to processing for a specific purpose. Consent will only be valid if it is a freely

given, specific, informed and unambiguous indication of what you want. You can withdraw your consent at any time by contacting us.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

11. THIRD PARTIES

Internal third parties: N/A

External Third Parties:

Facebook (PP: <https://www.facebook.com/privacy/explanation>)

Google (PP: <https://firebase.google.com/support/privacy>)

Supplemental Terms – External Third Parties

To the extent permitted by applicable law, the following supplemental terms shall apply:

Notice regarding Apple. By accessing the Platform through a Device made by Apple, Inc. (“**Apple**”), you specifically acknowledge and agree that:

- These Terms between the location and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple Device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple’s App Store Terms of Services.
- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.
- In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation

(a) product liability claims;

(b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and

(c) claims arising under consumer protection or similar legislation.

- In the event of any third-party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.

- You represent and warrant that

(a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and

(b) you are not listed on any U.S. Government list of prohibited or restricted parties.

- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

- The Application expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Google Play. By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("**Google**"), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and

- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by the Application or you (or any other user) under these Terms or the Google Play Terms.

HM Revenue and Customs, regulators and other authorities based in the UK who require reporting of processing activities in certain circumstances.

Jump Group srl for market research.

12. YOUR LEGAL RIGHTS

You have the right to:

12.1 Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

12.2 Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

12.3 Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

12.4 Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

12.5 Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

12.5.1 if you want us to establish the data's accuracy;

12.5.2 where our use of the data is unlawful but you do not want us to erase it;

12.5.3 where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or

12.5.4 you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

12.6 Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

12.7 Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

13. DESCRIPTION OF CATEGORIES OF PERSONAL DATA

(a) Identity Data: Title, first name, last name, maiden name, username or similar identifier, date of birth, gender.

(b) Contact Data: includes delivery address, nation and city and telephone numbers.

- Transaction Data: includes details about Prize Competitions.
- Device Data: includes [the type of mobile Device you use, your mobile operating system
- Content Data: includes photos, videos or other digital content that you decide to upload into the app.
- Profile Data: includes your username and password.

COOKIES POLICY

Cookie Policy of PicWix

Cookies consist of portions of code installed in the browser that assist the Owner in providing the Service according to the purposes described. Some of the purposes for which Cookies are installed may also require the User's consent.

Where the installation of Cookies is based on consent, such consent can be freely withdrawn at any time following the instructions provided in this document.

Technical Cookies and Cookies serving aggregated statistical purposes

Activity strictly necessary for the functioning of the Service

This Application uses Cookies to save the User's session and to carry out other activities that are strictly necessary for the operation of this Application, for example in relation to the distribution of traffic.

Activity regarding the saving of preferences, optimization, and statistics

This Application uses Cookies to save browsing preferences and to optimize the User's browsing experience. Among these Cookies are, for example, those used for the setting of language and currency preferences or for the management of first party statistics employed directly by the Owner of the site.

Other types of Cookies or third parties that install Cookies

Some of the services listed below collect statistics in an anonymized and aggregated form and may not require the consent of the User or may be managed directly by the Owner - depending on how they are described - without the help of third parties.

If any third party operated services are listed among the tools below, these may be used to track Users' browsing habits – in addition to the information specified herein and without the Owner's knowledge. Please refer to the privacy policy of the listed services for detailed information.

Advertising Cookies

This type of service allows User Data to be utilized for advertising communication purposes displayed in the form of banners and other advertisements on this Application, possibly based on User interests.

This does not mean that all Personal Data are used for this purpose. Information and conditions of use are shown below.

Some of the services listed below may use Cookies to identify Users or they may use the behavioural retargeting technique, i.e. displaying ads tailored to the User's interests and behaviour, including those detected outside this Application. For more information, please check the privacy policies of the relevant services.

In addition to any opt-out offered by any of the services below, the User may opt out of a third-party service's use of cookies for certain advertising features by visiting the Network Advertising Initiative opt-out page.

Users may also opt-out of certain advertising features through applicable device settings, such as the device advertising settings for mobile phones or ads settings in general.

Advertising

List of advertising Cookies and third parties

Facebook Lookalike Audience (Facebook, Inc.)

Facebook Lookalike Audience is an advertising and behavioural targeting service provided by Facebook, Inc. that uses Data collected through Facebook Custom Audience in order to display ads to Users with similar behaviour to Users who are already in a Custom Audience list on the base of their past use of this Application or engagement with relevant content across the Facebook apps and services.

On the base of these Data, personalized ads will be shown to Users suggested by Facebook Lookalike Audience.

Users can opt out of Facebook's use of cookies for ads personalization by visiting this [opt-out page](#).

Personal Data collected: Cookies and Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

Facebook Audience Network (Facebook, Inc.)

Facebook Audience Network is an advertising service provided by Facebook, Inc. **In order to understand Facebook's use of Data, consult [Facebook's data policy](#).**

This Application may use identifiers for mobile devices (including Android Advertising ID or Advertising Identifier for iOS, respectively) and technologies similar to cookies to run the Facebook Audience Network service. One of the ways Audience Network shows ads is by using the User's ad preferences. The User can control this in the [Facebook ad settings](#).

Users may opt-out of certain Audience Network targeting through applicable device settings, such as the device advertising settings for mobile phones or by following the instructions in other Audience Network related sections of this privacy policy, if available.

Personal Data collected: Cookies, unique device identifiers for advertising (Google Advertiser ID or IDFA, for example) and Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

Google Ads Similar audiences (Google Ireland Limited)

Similar audiences is an advertising and behavioural targeting service provided by Google Ireland Limited that uses Data from Google Ads Remarketing in order to display ads to Users with similar behaviour to Users who are already on the remarketing list due to their past use of this Application. On the basis of this Data, personalized ads will be shown to Users suggested by Google Ads Similar audiences.

Users who don't want to be included in Similar audiences can opt out and disable the use of advertising cookies by going to: [Google Ad Settings](#).

Personal Data collected: Cookies and Usage Data.

Place of processing: Ireland – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

How to customize advertising tracking preferences

Select advertising services adhere to the IAB Transparency and Consent Framework and allow the User to set advertising tracking preferences.

These settings can be accessed and customized by clicking on the cookie policy link inside the cookie notice banner and by then clicking on the link that leads to the advertising tracking settings, or by clicking the relevant link on this Application, if provided.

The Owner declares that the IAB Transparency and Consent Framework is being used in full compliance with the rules laid out within the IAB Framework Policies.

Other Cookies

Analytics

The services contained in this section enable the Owner to monitor and analyse web traffic and can be used to keep track of User behaviour.

Google Analytics (Google Ireland Limited)

Google Analytics is a web analysis service provided by Google Ireland Limited (“Google”). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data collected: Cookies and Usage Data.

Place of processing: Ireland – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

Facebook Ads conversion tracking (Facebook pixel) (Facebook, Inc.)

Facebook Ads conversion tracking (Facebook pixel) is an analytics service provided by Facebook, Inc. that connects data from the Facebook advertising network with actions performed on this Application. The Facebook pixel tracks conversions that can be attributed to ads on Facebook, Instagram and Audience Network.

Personal Data collected: Cookies and Usage Data.

Place of processing: United States – [Privacy Policy](#). Privacy Shield participant.

Google Ads conversion tracking (Google Ireland Limited)

Google Ads conversion tracking is an analytics service provided by Google Ireland Limited that connects data from the Google Ads advertising network with actions performed on this Application.

Personal Data collected: Cookies and Usage Data.

Place of processing: Ireland – [Privacy Policy](#). Privacy Shield participant.

Remarketing and behavioural targeting

This type of service allows this Application and its partners to inform, optimize and serve advertising based on past use of this Application by the User.

This activity is performed by tracking Usage Data and by using Cookies, information that is transferred to the partners that manage the remarketing and behavioural targeting activity.

Some services offer a remarketing option based on email address lists.

In addition to any opt-out offered by any of the services below, the User may opt out of a third-party service's use of **cookies for certain remarketing features** by visiting the Network Advertising Initiative opt-out page.

Users may also opt-out of certain advertising features through applicable device settings, such as the device advertising settings for mobile phones or ads settings in general.

Facebook Remarketing (Facebook, Inc.)

Facebook Remarketing is a remarketing and behavioural targeting service provided by Facebook, Inc. that connects the activity of this Application with the Facebook advertising network.

Personal Data collected: Cookies and Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

Facebook Custom Audience (Facebook, Inc.)

Facebook Custom Audience is a remarketing and behavioural targeting service provided by Facebook, Inc. that connects the activity of this Application with the Facebook advertising network.

Users can opt out of Facebook's use of cookies for ads personalization by visiting this [opt-out page](#).

Personal Data collected: Cookies and email address.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#). Privacy Shield participant.

Google Ads Remarketing (Google Ireland Limited)

Google Ads Remarketing is a remarketing and behavioural targeting service provided by Google Ireland Limited that connects the activity of this Application with the Google Ads advertising network and the DoubleClick Cookie.

Users can opt out of Google's use of cookies for ads personalization by visiting Google's Ads Settings.
Personal Data collected: Cookies and Usage Data.

Place of processing: Ireland – Privacy Policy – Opt Out. Privacy Shield participant.

How to provide or withdraw consent to the installation of Cookies

In addition to what is specified in this document, the User can manage preferences for Cookies directly from within their own browser and prevent – for example – third parties from installing Cookies.

Through browser preferences, it is also possible to delete Cookies installed in the past, including the Cookies that may have saved the initial consent for the installation of Cookies by this website.

Users can, for example, find information about how to manage Cookies in the most commonly used browsers at the following addresses: Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Internet Explorer.

With regard to Cookies installed by third parties, Users can manage their preferences and withdrawal of their consent by clicking the related opt-out link (if provided), by using the means provided in the third party's privacy policy, or by contacting the third party.

Notwithstanding the above, the Owner informs that Users may follow the instructions provided on the subsequently linked initiatives by the Your Online Choices (EU), the Network Advertising Initiative (US) and the Digital Advertising Alliance (US), DAAC (Canada), DDAI (Japan) or other similar services. Such initiatives allow Users to select their tracking preferences for most of the advertising tools. The Owner thus recommends that Users make use of these resources in addition to the information provided in this document.

Owner and Data Controller

PICWIX LTD, Company No. 09994181 of Unit A, Ensign House, Battersea Reach, Juniper Drive, London, SW18 1TA, United Kingdom.

Owner contact email: help@pic-wix.com

Since the installation of third-party Cookies and other tracking systems through the services used within this Application cannot be technically controlled by the Owner, any specific references to Cookies and tracking systems installed by third parties are to be considered indicative. In order to obtain complete information, the User is kindly requested to consult the privacy policy for the respective third-party services listed in this document.

Given the objective complexity surrounding the identification of technologies based on Cookies, Users are encouraged to contact the Owner should they wish to receive any further information on the use of Cookies by this Application.

Definitions and Legal References

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the

request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Data Supervisor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

This Application

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Application as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookies

Small sets of data stored in the User's device.

Except for essential cookies, all cookies will expire after 90 days.

END OF DOCUMENT