

- The controller of personal data is Iglotex S.A. ul. Leśna 2, 83-220 Skórcz (hereinafter referred to as the "Controller").
- The Controller has appointed a data protection officer. The appointed data protection officer can be contacted at the above address of the company's registered office or at the e-mail address [rodo@iglotex.com.pl](mailto:rodo@iglotex.com.pl).
- If the basis for data processing is consent, the data subject may withdraw their consent at any time, without affecting the lawfulness of the processing that took place before its withdrawal.
- Data subjects have the right to access and rectify their personal data. In addition, in cases provided for by law, they also have the right to erasure, restriction of processing, data portability and objection.
- Data subjects have the right to lodge a complaint with the President of the Personal Data Protection Office.
- Providing data is necessary to conclude an employment contract as well as other civil law contracts or to exercise additional rights. Where consent is the basis for processing, the provision of data is entirely voluntary.
- The controller does not make any decisions based on automated data processing, including profiling, in relation to data subjects in the scope of the activities described below.
- Data may be transferred to third countries in connection with the use of IT systems provided by entities based in third countries, most often the USA. If transfer takes place, it is based on standard clauses. Transfer takes place only with appropriate safeguards. More information in this regard can be obtained at [rodo@iglotex.com.pl](mailto:rodo@iglotex.com.pl)
- Personal data may be transferred to external companies supporting the Administrator in the course of its activities, in particular: banks, courier and transport companies, external entities providing IT support, health and safety, personal data protection, legal protection, manufacturers, support in the field of video surveillance and location monitoring (GPS in company vehicles), providing benefits for employees and associates, entities involved in organising business trips, tax offices, companies conducting internal audits/audits on behalf of the Administrator, the National Health Fund, the Social Insurance Institution, the State Fund for Rehabilitation of Disabled Persons, marketing agencies, and the Police and other authorities on the basis of applicable law. The recipient of the data may also be Iglotex Dystrybucja Polska sp. z o.o. or other companies from the Iglotex Capital Group.
- The Iglotex Capital Group, i.e. the Iglotex capital group, includes: Iglotex – Centrum Partnerstwa Biznesowego sp. z o.o. with its registered office in Skórcz (83-220), ul. Leśna 2; Iglotex S.A. ul. Leśna 2, 83-220 Skórcz; Iglotex Dystrybucja Polska sp. z o.o. ul. Polska 20, 81-339 Gdynia; Przedsiębiorstwo Przemysłu Chłodniczego FRITAR S.A. ul. Sadowa 29, 33-102 Tarnów; Przedsiębiorstwo Przemysłu Spożywczego „LEWIL IGLOKRAK” sp. z o.o. ul. Sadowa 29, 33 -102 Tarnów; Igloport sp. z o.o. ul. Polska 20, 81-339 Gdynia; Horeca GGZ sp. z o.o. ulica Powstańców Warszawy 27/19, 83-000 Pruszcz Gdański.
- In the case of processing data about family members of an employee/co-worker and representatives of a contractor, the source of this data is, respectively, the employee, co-worker or contractor who provides the data to the controller. The categories of data provided depend on the purpose of processing and are limited only to the necessary scope, which is indicated separately for each processing activity performed.

Purpose of processing	Legal basis from the General Data Protection Regulation, hereinafter referred to as "GDPR".	Processing time
The processing of personal data of customers and contractors, their representatives and contractors, and persons dedicated to the performance of the contract, within the framework of the performance of contracts with customers and contractors.	<ul style="list-style-type: none"> <li>Art. 6(1)(b) of the GDPR;</li> <li>Article 6(1)(f) of the GDPR with regard to the processing of data of persons dedicated to the performance of a contract, where the legitimate interest of the Controller is the obligation to perform the contract.</li> </ul>	<ul style="list-style-type: none"> <li>Contracts and other documents forming the basis of cooperation or evidencing its course will be processed for the duration of the cooperation and, after its termination, for the duration of possible claims.</li> <li>Requests for proposals, if the proposal is accepted, for the duration of the contract, and if rejected, until the end of the tender process.</li> </ul>
Accounting and financial reporting.	<ul style="list-style-type: none"> <li>Article 6(1)(c) of the GDPR in relation to the fulfilment of legal obligations in the field of accounting incumbent on the controller, including the archiving of accounting records;</li> <li>Art. 6(1)(f) of the GDPR where the legitimate interest is to keep accounting records, registers or audits in order to assess the financial condition of the company.</li> </ul>	<ul style="list-style-type: none"> <li>Settlement documents related to the transaction, including agreements related to its execution, will be stored for 5 years from the end of the calendar year in which the tax payment deadline expired (Article 86 of the Act of 29 August 1997 Tax Ordinance [i.e. Journal of Laws of 2017, item 201, as amended]);</li> <li>Other accounting documents regulated by the provisions of the Tax Ordinance Act or the Accounting Act – for the periods specified therein;</li> <li>In the case of documents giving rise to rights, for the duration of those rights</li> </ul>
Processing of personal data during recruitment.	<ul style="list-style-type: none"> <li>Article 6(1)(c) of the GDPR, to the extent that the provision of data is required by labour law, in particular the Labour Code and laws regulating the employment of foreigners;</li> <li>Art. 6(1)(a) of the GDPR, to the extent that the data is not required by the employer during recruitment, but is voluntarily provided by the candidate in the application documents, including the CV;</li> <li>Art. 6(1)(a) of the GDPR, to the extent that the candidate consents to the processing of their data in further recruitment processes;</li> <li>Article 9(2)(b) of the GDPR with regard to mandatory preliminary examinations and, in the case of sheltered workshops, information on the degree of disability;</li> <li>Article 9(2)(a) of the GDPR, i.e. the job candidate's consent, with regard to additional information constituting special category data, which the candidate voluntarily provides to the potential employer of their own accord;</li> <li>Article 6(1)(f) of the GDPR – i.e. the legitimate interest of the Controller – consisting in storing the data of certain candidates for the trial period of the candidate selected for a given position, i.e. up to 3 months, during which the Controller has the option of selecting another candidate if the same position needs to be filled again.</li> </ul>	<ul style="list-style-type: none"> <li>In the case of ongoing recruitment processes, the data will be stored for the duration of the process, and after their completion, the data of selected candidates will be stored for a further period of 3 months, during which the Controller has the option of selecting another candidate if the same position needs to be filled again, unless the candidate withdraws their consent or objects.</li> <li>In the case of consent to participate in future recruitment processes - The data will be processed until the candidate withdraws their consent, but for no longer than 24 months. Before the expiry of 24 months, the candidate will be asked whether they wish to remain in the Administrator's database. If the candidate expresses their wish to leave their data in the Administrator's resources, the data will be stored for a period voluntarily specified by the candidate.</li> </ul>
Processing of employees' personal data.	<ul style="list-style-type: none"> <li>Art. 6(1)(b) of the GDPR;</li> <li>Art. 6(1)(a) of the GDPR to the extent that the Administrator receives data exceeding the scope of Art. 221 of the Labour Code voluntarily from the employee;</li> <li>Art. 6(1)(c) of the GDPR (to the extent of obligations towards the Social Insurance Institution (ZUS), Tax Office (US), National Health Fund (NFZ), Occupational Health and Safety (BHP), as well as obligations arising from regulations on the employment of foreigners and the archiving of personal files);</li> </ul>	<ul style="list-style-type: none"> <li>The data will be processed for the duration of the contract, and after its termination, cancellation or expiry, for the period specified in the regulations and necessary for the archiving of personal files, i.e. 10 years, and in cases specified by law, for up to 50 years.</li> </ul>

	<ul style="list-style-type: none"> <li>Article 6(1)(c) of the GDPR with regard to obligations towards the Social Insurance Institution (ZUS) concerning the registration of employees' family members for insurance purposes;</li> <li>Art. 9(2)(b) of the GDPR with regard to examinations necessary to be carried out within the framework of the employment relationship, certificates of disability in cases where the employee has a disability certificate;</li> <li>Article 9(2)(a) of the GDPR, i.e. the employee's consent to additional information constituting special category data, which the employee voluntarily provides to the employer of their own free will;</li> <li>Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller - consisting in ensuring the safety of persons on the Controller's premises, ensuring the safety of property, production control, as well as keeping confidential information whose disclosure could expose the employer to damage (video surveillance);</li> <li>Art. 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller – consisting in ensuring the organisation of work enabling the full use of working time and the proper use of work tools made available to the employee (GPS car location);</li> <li>Consent of the employee or a member of the employee's family to disclose data to an entity providing benefit services, i.e. Article 6(1)(a) of the GDPR.</li> </ul>	<ul style="list-style-type: none"> <li>With regard to video surveillance, the data retention period is three months, and in cases where the recording is related to or may be related to ongoing proceedings, until the proceedings are legally concluded.</li> <li>In the case of data processed on the basis of consent, until the consent is withdrawn or the cooperation is terminated.</li> <li>GPS location for a period not exceeding 2 years (6 months of current access, after 6 months to 2 years of access upon special request from archival resources) from the date of collection.</li> <li>Until the end of cooperation between the employee and the provider of additional services or until the employee withdraws their consent to transfer data to a Benefit service provider.</li> </ul>
Data processing under cooperation agreements as the basis for employment (contract, specific task, cooperation, internship, work experience).	<ul style="list-style-type: none"> <li>Art. 6(1)(b) of the GDPR;</li> <li>Article 6(1)(c) of the GDPR (with regard to obligations towards the Tax Office, National Health Fund, Social Insurance Institution);</li> <li>Art. 6(1)(c) of the GDPR with regard to obligations towards the Social Insurance Institution (ZUS) concerning the registration of employees' family members for insurance purposes;</li> <li>Art. 9(2)(a) of the GDPR, i.e. the employee's consent to the processing of additional information constituting special categories of data, which the employee voluntarily provides to the Controller;</li> <li>Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller - consisting in ensuring the safety of persons on the Controller's premises, ensuring the safety of property, production control, as well as keeping confidential information whose disclosure could expose the Controller to damage (video surveillance);</li> <li>Art. 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller – consisting in ensuring the organisation of work enabling the full use of working time and the proper use of work tools made available to the employee (GPS vehicle location);</li> <li>Consent of the employee or a member of the employee's family to disclose data to an entity providing benefit services, i.e. Article 6(1)(a) of the GDPR.</li> </ul>	<ul style="list-style-type: none"> <li>The data will be processed for the duration of the contract and, after its termination, cancellation or expiry, for the period specified in the regulations and necessary to pursue claims under the contract.</li> <li>With regard to video surveillance, the data retention period is 3 months, and in the case of a recording that is or may be related to ongoing proceedings, until the proceedings are legally concluded.</li> <li>In the case of data processed on the basis of consent, until the consent is withdrawn or the cooperation is terminated.</li> <li>GPS location for a period not exceeding 2 years (6 months of current access, after 6 months to 2 years access upon special request from archival resources) from the date of collection.</li> <li>Until the end of cooperation between the employee and the provider of additional services or until the employee withdraws their consent to transfer data to the provider of benefit services.</li> </ul>
Company Social Benefits Fund.	<ul style="list-style-type: none"> <li>Art. 6(1)(c) of the GDPR as part of the statutory obligation to operate a Company Social Benefits Fund;</li> <li>Art. 9(2)(b) of the GDPR in relation to the processing of health data for the purposes of the Company Social Benefits Fund.</li> </ul>	<ul style="list-style-type: none"> <li>Data processed within the framework of the Company Social Benefits Fund will be stored for a period of 5 years.</li> </ul>
Processing of personal data within the framework of video surveillance.	<ul style="list-style-type: none"> <li>Art. 6(1)(f) of the GDPR, where the legitimate interest is to ensure the safety of persons on the Administrator's premises, to ensure the safety of property, to control production, and to keep confidential information whose disclosure could expose the Administrator to harm.</li> </ul>	<ul style="list-style-type: none"> <li>The data retention period is 3 months, and in the case of a recording that is or may be related to ongoing proceedings, until the proceedings are legally concluded.</li> </ul>
The data processing process in the scope of the Company Rehabilitation Fund for Disabled Persons.	<ul style="list-style-type: none"> <li>Article 6(1)(c) of the GDPR insofar as it concerns the necessity to operate the Company Fund for Rehabilitation of Disabled Persons;</li> <li>Art. 9(2)(b) of the GDPR in relation to the processing of health information.</li> </ul>	<ul style="list-style-type: none"> <li>5 years from the end of the year in which the activity involving the disposal of funds from the fund was carried out.</li> </ul>
Quality control (including complaints)	<ul style="list-style-type: none"> <li>Art. 6(1)(f) of the GDPR, where the legitimate interest of the Controller is to control the quality of products and sales;</li> <li>Article 6(1)(c) of the GDPR in relation to provisions concerning warranty for defects.</li> </ul>	<ul style="list-style-type: none"> <li>Quality control reports are stored for two years from the date of their creation.</li> <li>Documents related to the complaint process shall be kept for the duration of the process until its final completion, but for no longer than one year.</li> </ul>
Records of drivers' arrivals/departures	<ul style="list-style-type: none"> <li>Art. 6(1)(f) of the GDPR, where the legitimate purpose is for the Controller to have information about persons present on the premises, including persons collecting and delivering goods.</li> </ul>	<ul style="list-style-type: none"> <li>Records of arrivals/departures will be kept for a period of two years.</li> </ul>
Recording of persons entering the factory premises.	<ul style="list-style-type: none"> <li>Art. 6(1)(c) of the GDPR with regard to the Administrator having information about persons present on the premises of the production plant;</li> <li>Article 9(4) of the GDPR in conjunction with Regulation (EC) No 852/2004 of the European Parliament and of the Council of 29 April 2004 on the hygiene of foodstuffs (OJ EU L No 139, p. 1) Annex II. General hygiene requirements for all food businesses. Chapter VIII Personal hygiene, paragraph 2.</li> </ul>	<ul style="list-style-type: none"> <li>The data shall be kept for a period of one year.</li> </ul>
Competitions.	<ul style="list-style-type: none"> <li>Article 6(1)(a) of the GDPR in relation to entering the competition and its implementation;</li> <li>Art. 6(1)(c) of the GDPR in the event that it is necessary to settle the awarded prizes with the Tax Office.</li> </ul>	<ul style="list-style-type: none"> <li>Data related to the implementation of the competition will be processed for the duration of the competition, including until the prizes are sent.</li> <li>Data related to the implementation of the competition will be processed after its completion if the prize awarded requires settlement on the basis of PIT -8C, for 5 years from the end of the calendar year in which the tax payment deadline expired (Article 86 of the Act of 29 August 1997 Tax Ordinance [i.e. Journal of Laws of 2017, item 201, as amended]).</li> </ul>

<p>Contact form.</p>	<ul style="list-style-type: none"> <li>• Article 6(1)(f) of the GDPR, where the legitimate interest is to conduct correspondence and respond to questions asked of us.</li> </ul>	<ul style="list-style-type: none"> <li>• The data provided when filling out the contact form will be stored for 6 months, unless a matter requiring time for consideration has been submitted using the form, in which case we will store the data until its final resolution in accordance with the data storage rules assigned to the relevant process.</li> </ul>
<p>Fleet management, including vehicle monitoring.</p>	<ul style="list-style-type: none"> <li>• Art. 6(1)(b) of the GDPR;</li> <li>• Art. 6(1)(c) of the GDPR in relation to the management of penalty notices, identification of vehicle drivers, and performance of activities related to collisions;</li> <li>• Art. 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller – consisting in ensuring the organisation of work enabling the full use of working time and the proper use of work tools made available to the employee (GPS vehicle location);</li> <li>• Article 6(1)(f) of the GDPR with regard to the storage of contracts until the expiry of the limitation periods for claims arising therefrom;</li> <li>• Article 6(1)(c) of the GDPR, where documentation related to fleet management is subject to archiving for the purposes of contract settlement and document archiving for accounting purposes.</li> </ul>	<ul style="list-style-type: none"> <li>• Contracts and powers of attorney for the duration of their validity, and after their expiry until the expiry of the limitation periods or until the duration of the rights conferred by them;</li> <li>• Settlement documents related to the transaction will be stored for 5 years from the end of the calendar year in which the tax payment deadline expired (Article 86 of the Act of 29 August 1997 Tax Ordinance [Journal of Laws of 2017, item 201, as amended]).</li> <li>• Penalty notices and documents indicating the fulfilment of the obligations arising therefrom – until the expiry of the limitation periods.</li> <li>• GPS location for a period not exceeding 2 years (6 months of current access, after 6 months to two years access upon special request from archival resources) from the date of their collection.</li> </ul>