

Declaration of consent for the processing of personal data pursuant to Art. 6 Para. 1 lit. a) GDPR in conjunction with. Art. 4 Para. 11 and Art. 7 GDPR

(Version 1.2, 12.10.2023)

More information about the processing of your personal data

I consent to meteocontrol GmbH using the personal data described below for the purposes stated in each case:

<p>Photos and videos in which I am depicted, e.g. in the context of company events, trade fairs etc.</p>	<p>Internal, place(s): Confluence, organigram, MS Teams, e-mail</p> <p><u>Purpose(s):</u> Team bonding, a more personal working atmosphere, strengthening the community, internal recognition, information/event announcements (MS Teams/e-mail)</p> <p>External, place(s): Corporate website and associated landing pages; social media (YouTube, LinkedIn, Facebook, XING, Instagram), newsletter/e-mail, MS Teams, MS Outlook</p> <p><u>Purpose(s):</u> Introduction to (potential) customers and for external communication; personal insights into the company, a more personal working atmosphere with external partners, strengthening the community, employer branding</p>
<p>General data and photo for contact</p>	<p>External, place(s): Corporate website, business card, e-mail, MS Outlook, MS Teams</p> <ul style="list-style-type: none"> • First name, last name • Position • Employee photo • Company e-mail address and telephone number <p><u>Purpose(s):</u> personal contact</p>
<p>General data and photo for a short CV or introduction at events such as conferences, webinars etc.</p>	<p>External, place(s): Website, newsletter/e-mail, social media (YouTube, LinkedIn, Facebook, XING, Instagram), print, presentations by meteocontrol and/or the organizer</p> <ul style="list-style-type: none"> • First name, last name • Position, activity • Education, professional experience • Employee photo • LinkedIn/XING account <p><u>Purpose(s):</u> Proof of expertise for (potential) customers, introduction at events, easier contact and communication</p>

<p>General data and photo for editorial contributions such as press releases, blog posts, interviews etc.</p>	<p>Internal, place(s): Confluence</p> <p><u>Purpose(s):</u> Team bonding, a more personal working atmosphere, strengthening the community, internal recognition</p> <p>External, place(s): Print or online media, specialist media, social media (YouTube, LinkedIn, Facebook, XING, Instagram), newsletter, corporate website and associated landing pages</p> <p><u>Purpose(s):</u> Personal insights into the company, proof of expertise externally (e.g. in specialist media); communication of the company externally, employer branding</p> <ul style="list-style-type: none"> • First name, last name • Position, activity • Education, professional experience • Employee photo • Company e-mail address and telephone number • LinkedIn/XING account (in the form of a link)
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Processing for purposes other than those described or forwarding to third parties is not permitted. The legal basis for the processing of personal data is Art. 6 Para. 1 lit. a) GDPR.

Duration of storage or criteria for determining the duration: meteocontrol GmbH will keep the data you provide to us only for as long as it is necessary to fulfill the aforementioned purposes or until you revoke your consent.

Transfer of your data to third parties: meteocontrol GmbH will only transfer your personal data to third parties if this is permitted by law or if you have given your consent.

meteocontrol GmbH passes on your data to the following service providers as described in each case:

Confluence (Atlassian)	Intranet, team bonding with colleagues, a more personal working environment, strengthening the community, information/event announcements
MS Outlook	E-mails
MS Teams	Internal/external communication
Website	Introduction to (potential) customers and for external communication, personal insights into the company, a more personal working atmosphere with external partners, strengthening the community
YouTube, LinkedIn, XING	Introduction to (potential) customers and for external communication
Facebook, Instagram	Personal insights into the company, a more personal working atmosphere with external partners, strengthening the community
Sendinblue/Brevo	Newsletter

Print and online media

External communication

Specialist media (service provider
depending on the individual case)

Organizers of trade fairs

Proof of expertise for (potential) customers, presentations

Conferences (service provider)

Events, easier contact and communication

Transfer of data to a third country or international organization: “Third country” denotes countries where the GDPR does not apply directly. Basically, this means all countries outside the EU and the European Economic Area.

Data are transferred to a third country or international organization. This is done if there are suitable and adequate safeguards and enforceable rights and effective legal remedies for you.

Data subject rights: You have the right to receive information from us about the personal data processed by meteocontrol GmbH (Art. 15 GDPR). In addition, you can demand that meteocontrol GmbH corrects incorrect personal data about you (Art. 16 GDPR). If relevant, you can demand that the personal data processed be deleted (Art. 17 GDPR) or that the processing be restricted (Art. 18 GDPR). In addition, you have a right to data portability in certain cases (Art. 20 GDPR). You can also object to the processing under certain circumstances (Art. 21 GDPR).

Your right to complain to the supervisory authority: You have the right to complain to the competent data protection supervisory authority if you believe that the processing of your personal data is not lawful.

Important information regarding consent to the publication of personal data on the Internet

The consent of individuals to the publication of personal data, including biometric data such as photographs, is one of the requirements (Art. 7 GDPR, § 22 Art Copyright Act) that must be met in order to publish personal data on the Internet.

In the course of giving consent, the data subjects must be comprehensively informed about the dangers of publication on the Internet.

The following risks are hereby expressly pointed out:

- The possibility of national and international retrieval of data posted on the Internet from the public and non-public sectors. The dataset is advancing to become a universally accessible source worldwide.
- Endangering the employees' right to information self-determination if their data are published worldwide. This may result from the fact that the data can also be accessed in countries where no

or insufficient data protection standards exist. Thus, an adequate level of data protection cannot be ensured in every case.

- The data posted can be read unnoticed and stored, changed, falsified, combined or manipulated in many ways.
- There is the possibility of a worldwide automated evaluation of the publication according to different search criteria, which can be linked with each other as desired (e.g. creation of a meaningful personality profile by merging information about the professional position and the area of responsibility of the persons with data from a private context).
- Commercial use, e.g. the risk of unsolicited mail and harassment.
- By making the data publicly available, the check as to whether the recipient has a legitimate interest in knowing the data is waived.
- If the data have been stored, the recipient may continue to use the data even if the providing entity has already modified or deleted its Internet offering.

The consent of the data subject must be obtained in writing and prior to publication.

Legal texts:

§ 22 German Art Copyright Act (Kunsturhebergesetz)

Portraits may only be distributed or publicly displayed with the consent of the person portrayed. In case of doubt, consent shall be deemed to have been granted if the person depicted received remuneration for having his or her image reproduced. After the death of the portrayed person, the consent of the relatives of the portrayed person is required until the expiry of 10 years.

Relatives within the meaning of this law are the surviving spouse or partner and the children of the person portrayed and, if there is neither a spouse or partner nor children, the parents of the person portrayed.

Art. 7 GDPR Conditions for consent

- (1) Where processing is based on consent, the controller shall be able to demonstrate that the data subject has consented to processing of his or her personal data.
- (2) If the data subject's consent is given in the context of a written declaration which also concerns other matters, the request for consent shall be presented in a manner which is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language. Any part of such a declaration which constitutes an infringement of this Regulation shall not be binding.
- (3) The data subject shall have the right to withdraw his or her consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. Prior to giving consent, the data subject shall be informed thereof. It shall be as easy to withdraw as to give consent.
- (4) When assessing whether consent is freely given, utmost account shall be taken of whether, inter alia, the performance of a contract, including the provision of a service, is conditional on consent to the processing of personal data that is not necessary for the performance of that contract.

§ 31 UrhG: Grant of rights of use

- (1) The author may grant to another the right to use the work in a particular manner or in any manner (right of use). A right of use may be granted as a non-exclusive right or as an exclusive right, and may be limited in respect of place, time or content.
- (2) A non-exclusive right of use entitles the rightholder to use the work in the manner permitted without it ruling out use by other persons.
- (3) An exclusive right of use entitles the rightholder to use the work in the manner permitted, to the exclusion of all other persons, and to grant rights of use. It may be agreed that utilisation by the author is reserved. Section 35 remains unaffected.
- (4) (repealed)
- (5) If the types of use were not specifically designated when a right of use was granted, the types of use to which the right extends is determined in accordance with the purpose envisaged by both parties to the contract. A corresponding rule applies to the questions of whether a right of use has in fact been granted, whether it is a non-exclusive or an exclusive right of use, how far the right of use and the right to forbid extend, and to what limitations the right of use is subject.