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PRIVACY POLICY

1. INTRODUCTION

As part of our operations, the Organiser (see definition section below) collects and processes certain types of information (such as email address, name, telephone numbers, address etc.) of individuals that makes them easily identifiable. These individuals include Users (see definition section below).

Maintaining the User's trust and confidence requires that Users do not suffer negative consequences/effects as a result of providing the Organiser with their Personal Data. To this end, the Organiser is firmly committed to complying with applicable data protection laws, regulations, rules and principles to ensure security of Personal Data handled by the Organiser. This Data Privacy & Protection Policy ("Policy") describes the minimum standards that must be strictly adhered to regarding the collection, storage, use and disclosure of Personal Data and indicates that the Organiser is dedicated to processing the Personal Data it receives or processes with absolute confidentiality and security.

This Policy applies to all forms of systems, operations and processes within the Organisers environment that involve the collection, storage, use, transmission and disposal of Personal Data.

Failure to comply with the data protection rules and guiding principles set out in the Nigeria Data Protection Regulations 2019 (NDPR) as well as those set out in this Policy is a material violation of the Organiser's policies.

2. TERMS AND DEFINITIONS

1.1. For the purposes hereof, the following terms and definitions are used:

"You (User)" any individual who has signed up for the Lottery, has reached the age of legal capacity to enter agreements in the form of our Terms of Service in accordance with the legislation of the country of their citizenship.

"Lottery" a game involving the conclusion of oral or written contracts, under each of which one party (lottery organizer) undertakes to transfer to the other party (to each of the owners of the lottery ticket or to the one who made the lottery bet) a certain amount of money or a property winning in the event that the lottery ticket or lottery bet wins, and the other party is obliged to pay a certain amount of money for the lottery ticket or lottery bet, regardless of whether the win falls on it or not, and the falling of which is random (cannot be specially arranged by anyone).

"We (Organizer)" Gab Lotto Limited (hereinafter - the Organizer)

"Consent" means any freely given, specific, informed and unambiguous indication of the User's wishes by which he or she, through a statement or a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

"Database" means a collection of data organized in a manner that allows access, retrieval, deletion and processing of that data; it includes but not limited to structured, unstructured, cached and file system type Databases.

"Data Processor" means a person or organization that processes Personal Data on behalf and on instructions of the Organiser.

“**DPCO**” means an organization registered by NITDA to provide data protection audit, compliance and training services to public and private organizations who process Personal Data in Nigeria.

“**NDPR**” means the Nigerian Data Protection Regulation, 2019.

“**Personal Data**” means any information relating to an identified or identifiable natural person (“User”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; It can be anything from a name, address, a photo, an email address, bank details, posts on social networking websites, medical information, and other unique identifier such as but not limited to MAC address, IP address, IMEI number, IMSI number, SIM, Personal Identifiable Information (PII) and others.

3. SCOPE

3.1. This Policy shall govern any interaction between Organizer and users related to personal data when using the Lottery.

3.2. This Policy neither governs nor determines the rights and obligations of third parties. It also does not apply to third-party applications or software available to users for integration with the Lottery.

3.3. Please do not use the Lottery if you do not agree with the provisions and scope hereof.

4. WHO DETERMINES THE PURPOSES AND MEANS OF PERSONAL DATA COLLECTION?

4.1. The purposes and means of how your personal data are collected in this Lottery are determined by the following legal entity:

Gab Lotto Limited

D-U-N-S number: none

Address: 42 Adeniran Ogunsanya St, Surulere 100001

Website: gablotto.net

Phone: 01 454 7639

5. GENERAL PRINCIPLES FOR PROCESSING OF PERSONAL DATA

The Organiser is committed to maintaining the principles in the NDPR regarding the processing of Personal Data.

To demonstrate this commitment as well as our aim of creating a positive privacy culture within the Organiser, the Organiser adheres to the following basic principles relating to the processing of Personal Data:

5.1 Lawfulness, Fairness and Transparency

Personal Data must be processed lawfully, fairly and in a transparent manner at all times. This implies that Personal Data collected and processed by or on behalf of the Organiser must be in accordance with the specific, legitimate and lawful purpose consented to by the User, save where the processing is otherwise allowed by law or within other legal grounds recognized in the NDPR.

5.2 Data Accuracy

Personal Data must be accurate and kept up-to-date. In this regard, the Organiser:

- a) shall ensure that any data it collects and/or processes is accurate and not misleading in a way that could be harmful to the User;
- b) will make efforts to keep Personal Data updated where reasonable and applicable; and
- c) will make timely efforts to correct or erase Personal Data when inaccuracies are discovered.

5.3 Purpose Limitation

the Organiser collects Personal Data only for the purposes identified in the appropriate the Organiser Privacy Notice or any other relevant document or based on any other non – written communication (where applicable), provided to the User and for which Consent has been obtained. Such Personal Data cannot be reused for another purpose that is incompatible with the original purpose, except a new Consent is obtained.

5.4 Data Minimization

5.4.1 the Organiser limits Personal Data collection and usage to data that is relevant, adequate, and absolutely necessary for carrying out the purpose for which the data is processed.

5.4.2 the Organiser will evaluate whether and to what extent the processing of personal data is necessary and where the purpose allows, anonymized data must be used.

5.5 Integrity and Confidentiality

5.5.1 the Organiser shall establish adequate controls in order to protect the integrity and confidentiality of Personal Data, both in digital and physical format and to prevent personal data from being accidentally or deliberately compromised.

5.5.2 Personal data of Users must be protected from unauthorized viewing or access and from unauthorized changes to ensure that it is reliable and correct.

5.5.3 Any personal data processing undertaken by an employee who has not been authorized to carry such out as part of their legitimate duties is un-authorized.

5.6 Personal Data Retention

5.6.1 All personal information shall be retained, stored and destroyed by the Organiser in line with relevant Legislative and Regulatory Guidelines. For all Personal Data and records obtained, used and stored within the Organiser, the Organiser shall perform periodical reviews of the data retained to confirm the accuracy, purpose, validity and requirement to retain.

5.6.2 To the extent permitted by applicable laws and without prejudice to the Organiser's Retention Policy, the length of storage of Personal Data shall, amongst other things, be determined by:

- (a) the contract terms agreed between the Organiser and the User or as long as it is needed for the purpose for which it was obtained; or
- (b) whether the transaction or relationship has statutory implication or a required retention period; or

(c) an express request for deletion by the User; except where such User is under an investigation or under a subsisting contract which may require further processing or where the data relates to criminal records; or

(d) whether the Organiser has another lawful basis for retaining that information beyond the period for which it is necessary to serve the original purpose.

Notwithstanding the foregoing and pursuant to the NDPR, the Organiser shall be entitled to retain and process Personal Data for archiving, scientific research, historical research or statistical purposes for public interest.

5.6.3 the Organiser would forthwith delete Personal Data in the Organiser's possession where such Personal Data is no longer required by the Organiser or in line with the Organiser's Retention Policy, provided no law or regulation being in force requires the Organiser to retain such Personal Data.

3.7 Accountability

3.7.1 the Organiser demonstrates accountability in line with the NDPR obligations by monitoring and continuously improving data privacy practices within the Organiser.

6. USER CONSENT

Where processing of Personal Data is based on consent, the Organiser shall obtain the requisite consent of Users at the time of collection of Personal Data. In this regard, the Organiser will ensure:

a) that the specific purpose of collection is made known to the User and the Consent is requested in a clear and plain language;

b) that the Consent is freely given by the User and obtained without fraud, coercion or undue influence;

c) that the Consent is sufficiently distinct from other matters to which the User has agreed;

d) that the Consent is explicitly provided in an affirmative manner;

e) that Consent is obtained for each purpose of Personal Data collection and processing; and

f) that it is clearly communicated to and understood by Users that they can update, manage or withdraw their Consent at any time.

6.1 Valid Consent

6.1.1 For Consent to be valid, it must be given voluntarily by an appropriately informed User. In line with regulatory requirements, Consent cannot be implied. Silence, pre-ticked boxes or inactivity does not constitute Consent under the NDPR.

6.1.2 Consent in respect of Sensitive Personal Data must be explicit. A tick of the box would not suffice.

7. PERSONAL DATA WE COLLECT

7.1. We will only collect and use your Personal data if we have obtained your prior consent or have a lawful and legitimate interest to do so. You are at liberty to withdraw your consent at any time by contacting the Data Protection Officer at support@wowlotto.ng.

7.2 Personal data is any information that could enable direct or indirect identification of a person (e.g., their name, passport details, online identifier, etc.).

7.3. In accordance herewith, personal data may be collected both directly and indirectly.

Personal data is collected directly when you provide them voluntarily, e.g. when signing up for the Subsystem. You may agree to or refuse the said collection, processing and storage of your personal data.

Indirect collection of personal data may occur automatically when accessing the Subsystem, including through cookies.

7.4. We collect the required minimum of your personal data for the purposes hereof:

- (1) **accounting data** (login, email address, phone number);
- (2) **contact details** (email address, phone number).

8. DATA PRIVACY NOTICE

8.1 the Organiser considers Personal Data as confidential and as such must be adequately protected from unauthorized use and/or disclosure. the Organiser will ensure that the Users are provided with adequate information regarding the use of their Personal Data as well as acquire their respective Consent, where necessary.

8.2 the Organiser shall display a simple and conspicuous notice (Privacy Notice) on any medium through which Personal Data is being collected or processed. The following information must be considered for inclusion in the Privacy Notice, as appropriate in distinct circumstances in order to ensure fair and transparent processing:

- a) Description of collectible Personal Data
- b) Purposes for which Personal Data is collected, used and disclosed
- c) What constitutes User's Consent
- d) Purpose for the collection of Personal Data
- e) The technical methods used to collect and store the information
- f) Available remedies in the event of violation of the Policy and the timeframe for remedy.
- g) Adequate information in order to initiate the process of exercising their privacy rights, such as access to, rectification and deletion of Personal Data,

9. DATA PROCESSING, STORAGE AND PROTECTION

9.1. "Processing" is understood as at least one of the following: storage, modification, retrieval, disclosure, structuring, use, destruction as well as any other action with respect to your personal data.

9.2. We process your personal data for the following purposes only:

- (1) **to provide access to the Lottery.** We collect and process your personal data so that you can use the Lottery;
- (2) **communication.** We collect and process your contact details for communication related to support matters;
- (3) **analytics.** We collect and process your personal data to understand the effectiveness of the Lottery, its website and mobile applications;
- (4) **product personalization.** We collect and process your personal data to customize what you see on the website and mobile applications.

9.3. Subject to data anonymisation, your personal data may be used by Organizer for any other purposes.

9.4. Neither we nor our partners use automated means for personal data processing.

9.5. Your personal data will be stored on the servers of our counterparties. We undertake that all our contractors comply with our security requirements for personal data protection and they shall not use your personal data for any purpose other than as indicated in this Policy. Employees of Organizer shall also take all necessary organisational, legal and technical measures available to us for protection of your personal data. Users of the Subsystem shall also be responsible to the maximum possible extent for the provision of accurate account details, keeping passwords and any other information required for authorisation confidential and its protection from unauthorised access by third parties.

9.6. The personal data we collect will be stored for as long as it is necessary to ensure your participation in the Lottery and later for as long as it is necessary for maintaining information records and ensuring information security. Thereafter, we will store your personal data to ensure compliance with our legal obligations and arrangements as well as for dispute resolution.

9.7. Any personal data collected and processed hereunder shall be properly protected unless:

- (1) you consent to their disclosure;
- (2) such personal data is anonymised;
- (3) such personal data is subject to disclosure under the applicable law.

9.8. We also guarantee that your personal data shall be used only for the purposes and time set hereunder and our employees and counterparties are aware of the security and privacy recommendations and shall comply with them.

9.9. We will do our best to keep your personal data protected by limiting the number of people who have access to your personal data, running regular scans to identify threats and using anti-virus software and traffic filtering for our servers that store personal data. However, despite any possible measures taken on our part, we cannot guarantee full protection of the Lottery against information security risks.

10. TRANSFER AND DISCLOSURE

10.1 Third Party Processor within Nigeria

the Organiser may engage the services of third parties in order to process the Personal Data of User collected by the Organiser. The processing by such third parties shall be governed by a written contract with the Organiser to ensure adequate protection and security measures are put in place by the third party for the protection of Personal Data in accordance with the terms of this Policy and the NDPR.

10.2 Transfer of Personal Data to Foreign Country

10.2.1 Where Personal Data is to be transferred to a country outside Nigeria, the Organiser shall put adequate measures in place to ensure the security of such Personal Data. In particular, the Organiser shall, among other things, conduct a detailed assessment of whether the said country is on the National Information Technology Development Agency (NITDA) White List of Countries with adequate data protection laws.

10.2.2 Transfer of Personal Data out of Nigeria would be in accordance with the provisions of the NDPR. the Organiser will therefore only transfer Personal Data out of Nigeria on one of the following conditions:

- a. The consent of the User has been obtained;
- b. The transfer is necessary for the performance of a contract between the Organiser and the User or implementation of pre-contractual measures taken at the User's request;

- c. The transfer is necessary to conclude a contract between the Organiser and a third party in the interest of the User the Organiser;
- d. The transfer is necessary for reason of public interest
- e. The transfer is for the establishment, exercise or defence of legal claims
- f. The transfer is necessary in order to protect the vital interests of the User or other persons, where the User is physically or legally incapable of giving consent.

Provided, in all circumstances, that the User has been manifestly made to understand through clear warnings of the specific principle(s) of data protection that are likely to be violated in the event of transfer to a third country, this proviso shall not apply to any instance where the User is answerable in duly established legal action for any civil or criminal claim in a third country.

the Organiser will take all necessary steps to ensure that the Personal Data is transmitted in a safe and secure manner. Details of the protection given to your information when it is transferred outside Nigeria shall be provided to you upon request.

10.2.3 Where the recipient country is not on the White List and none of the conditions stipulated in Section 7.2.2 of this Policy is met, the Organiser will engage with NITDA and the Office of the Honourable Attorney General of the Federation (HAGF) for approval with respect to such transfer.

11. CHILDREN'S PERSONAL DATA

11.1. To the extent to which it is not prohibited by the applicable law, we do not authorise the use of our Lottery by individuals who have not reached the age of legal capacity to enter agreements such as our Terms of Service in accordance with the legislation of the country of their citizenship. We do not collect and process (at least knowingly) their personal data without the consent of their legal representatives.

12. USER RIGHTS

12.1. The rights of users related to the collection and processing of personal data shall be determined in accordance with the applicable law.

12.2. In accordance by this Instruction and the legislation of the Federal Republic of Nigeria you may:

(1) **access your personal data;**

(2) **rectify personal data** if necessary;

(3) **erase your personal data.** If you withdraw your consent, you may also request the deletion of all your personal data from us. However, in this case, we may continue processing your personal data if required by applicable law and (or) any other legal obligations assumed by us;

(4) **restrict the processing of your personal data** in cases where: you dispute the accuracy of the personal data collected (for the period necessary to confirm the validity of such personal data); you claim to restrict illegal processing; you need your personal data for settlement of your legal dispute provided that we no longer need your personal data for the purposes specified herein; or you wait for the evidence that our legal grounds for personal data processing prevail over yours;

(5) **receive your personal data** in structured (common machine-readable) format and transfer them to another party who determines the purposes and means of processing where technically feasible;

(6) **object to the processing of your personal data** regarding sufficient legal grounds for such processing. However, we may reject your objection to processing if we have sufficient evidence that our legal grounds for the processing prevail over yours;

(7) **withdraw your consent to the processing of your personal data**. However, we may continue to process some of your personal data after you have withdrawn your consent provided that we have legal basis for the processing of your personal data other than your consent. Withdrawing your consent does not affect the legitimacy of the processing of your personal data based on your consent and accomplished prior to withdrawing your consent.

12.3. To exercise your rights as well as to clarify their permissible scope, you need to submit an application to the service desk: support@wowlotto.ng. For issues related to your personal data please contact: support@wowlotto.ng.

12.4. The Organizer reserves the right to verify your identity before exercising any rights at your request. In case we are not able to exercise any of your rights or provide any information, we will also explain the reasons to you.

13. DATA BREACH MANAGEMENT PROCEDURE

13.1 A data breach procedure is established and maintained in order to deal with incidents concerning Personal Data or privacy practices leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

13.2 All employees must inform their designated line manager or the DPO of the Organiser immediately about cases of violations of this Policy or other regulations on the protection of Personal Data, in accordance with the Organiser's Personal Data Breach Management Procedure in respect of any:

- a) improper transmission of Personal Data across borders;
- b) loss or theft of data or equipment on which data is stored;
- c) accidental sharing of data with someone who does not have a right to know this information;
- d) inappropriate access controls allowing unauthorized use;
- e) equipment failure;
- f) human error resulting in data being shared with someone who does not have a right to know; and
- g) hacking attack.

13.3 A data protection breach notification must be made immediately after any data breach to ensure that:

- a) immediate remedial steps can be taken in respect of the breach;
- b) any reporting duties to NITDA or any other regulatory authority can be complied with;

- c) any affected User can be informed; and
- d) any stakeholder communication can be managed.

13.4 When a potential breach has occurred, the Organiser will investigate to determine if an actual breach has occurred and the actions required to manage and investigate the breach as follows:

- a) Validate the Personal Data breach;
- b) Ensure proper and impartial investigation (including digital forensics if necessary) is initiated, conducted, documented, and concluded;
- c) Identify remediation requirements and track resolution;
- d) Report findings to the top management;
- e) Coordinate with appropriate authorities as needed;
- f) Coordinate internal and external communications; and
- g) Ensure that impacted User are properly notified, if necessary.

13.5 You can read more about the Organiser's Personal Data Breach Management Procedure.

14. DATA PROTECTION IMPACT ASSESSEMENT

The Organiser shall carry out a Data Protection Impact Assessment (DPIA) in respect of any new project or IT system involving the processing of Personal Data to determine whenever a type of processing is likely to result in any risk to the rights and freedoms of the User.

the Organiser shall carry out the DPIA in line with the procedures laid down in the the Organiser Data Protection Impact Assessment Policy.

15. DATA SECURITY

15.1 All Personal Data must be kept securely and should not be stored any longer than necessary. the Organiser will ensure that appropriate measures are employed against unauthorized access, accidental loss, damage and destruction to data. This includes the use of password-encrypted databases for digital storage and locked cabinets for those using paper form.

15.2 To ensure security of Personal Data, the Organiser will, among other things, implement the following appropriate technical controls:

- a) Industry-accepted hardening standards, for workstations, servers, and databases;
- b) Full disk software encryption on all corporate workstation/laptops operating systems drives storing Personal and Personal/Sensitive Data;
- c) Encryption at rest including key management of key databases;
- d) Enable Security Audit Logging across all systems managing Personal Data;

- e) Restrict the use of removable media such as USB flash, disk drives;
- f) Anonymization techniques on testing environments; and
- g) Physical access control where Personal Data are stored in hardcopy.

16. DATA PROTECTION OFFICER

16.1. The Organiser has appointed a Data Protection Officer(s) (DPO) responsible for overseeing the Organiser's data protection strategy and its implementation to ensure compliance with the NDPR requirements. The DPO is knowledgeable in data privacy and protection principles and is familiar with the provisions of the NDPR.

The contact details of the Data Protection officer are as follows –

The Data Protection Officer
0913 48 00 224
the Organiser
42 Adeniran Ogunsanya St, Surulere 100001
Lagos, Nigeria
support@wowlotto.ng

The main tasks of the DPO include:

- a) administering data protection policies and practices of the Organiser;
- b) monitoring compliance with the NDPR and other data protection laws, data protection policies, awareness-raising, training, and audits;
- c) advice the business, management, employees and third parties who carry on processing activities of their obligations under the NDPR;
- d) acts as a contact point for the Organiser;
- e) monitor and update the implementation of the data protection policies and practices of the Organiser and ensure compliance amongst all employees of the Organiser;
- f) ensure that the Organiser undertakes a Data Impact Assessment and curb potential risk in the Organiser data processing operations; and
- g) maintain a Data Base of all the Organiser data collection and processing operations of the Organiser.

17. DATA PROTECTION AUDIT

17.1 The Organiser shall conduct an annual data protection audit through a licensed Data Protection Compliance Organization (DPCOs) to verify the Organiser's compliance with the provisions of the NDPR and other applicable data protection laws.

The audit report will be certified and filed by the DPCO to NITDA as required under the NDPR.

18. RELATED POLICIES AND PROCEDURES

18.1 This Policy shall be read in conjunction with the following policies and procedures of the Organiser:

- Personal Data Breach Management Policy;
- IT Security Policy;
- Document Retention Policy;
- Cookies Policy;
- Privacy Notices; and
- Data Protection Impact Assessment Procedure.

19. FINAL PROVISIONS

19.1. This Policy may be amended and (or) modified at any time of the Lottery operation. In this case, a notice with information about the changes accompanied by the new version of the Policy and date of its adoption will be published in the Subsystem. The user of the Subsystem must read and acknowledge the new version hereof.

19.2. The Policy is an agreement between us and the User about the use of the Lottery. Any other pre-existing written or oral agreements or arrangements with respect to such use are hereby cancelled.

19.3. If any provision hereof is invalid or unenforceable, other provisions shall remain valid and enforceable to the fullest extent permitted by applicable law.

19.4. Failure to enforce your strict compliance herewith cannot be construed as our waiver of any provision hereof or any right hereunder.