



IMPORTANT

YOU MUST READ THIS POLICY

1. PRIVACY STATEMENT

- 1.1. Your privacy is of utmost important to us. We have been mandated and entrusted by your football association, SAFA, to undertake our duties in respect of your Personal Information. We value that trust. That means we are committed to protecting and safeguarding your personal data. We aim to act in your best interest, and we are transparent about the processing of your Personal Information.
- 1.2. This document is a legal document. That means it is binding on you and on us. It provides both us and you, as/and the Data Subject, with various rights. It also places certain obligations and duties on you and on us. This Policy is therefore very important and, by using the Platform, you confirm that you have read this document and consider it binding on you.
- 1.3. We are legally obligated to provide adequate protection for the Personal Information we hold and to stop unauthorised access and use thereof. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that the Personal Information remains secure.
- 1.4. Generally accepted standards of technology and operational security have been implemented to protect information from loss, misuse, alteration, or destruction. All our employees are trained on information security and are required to keep Personal Information confidential and only authorised persons have access to such information.
- 1.5. When we contract with third parties, we impose appropriate security, privacy, and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure.



- 1.6. This document (**Policy**) describes how we use and process the Personal Information, provided in a readable and transparent manner. It also tells you what rights can be exercised in relation to Personal Information and how you can contact us. Reference is made in this document to various other documents and, where such reference is made, you are provided with an easily accessible link to view such documents.
- 1.7. In line with the 8 Conditions for Lawful Procession of Personal Information as set out in POPI, we:
 - 1.7.1. Accept joint responsibility and accountability with you to responsibly manage and protect your Personal Information when providing the Platform;
 - 1.7.2. Undertake to collect and process only such Personal Information which is necessary given the Purpose, and consider the legitimate legal interests of everyone concerned, as required by POPI. We will at all times respect your right to withdraw your consent for the processing of the Personal Information;
 - 1.7.3. Undertake to only use your Personal Information to achieve the Purpose;
 - 1.7.4. Undertake not to share or further process your Personal Information with anyone or for any reason if not required for assisting you with your solutions or as required in terms of legislation or regulations;
 - 1.7.5. Undertake to be open and transparent on the nature, extent, and reasons for processing Personal Information;
 - 1.7.6. Undertake to safeguard and protect the Personal Information in our possession;
 - 1.7.7. Undertake to freely confirm what Personal Information we hold, to update and rectify the Personal Information upon request and to keep it for no longer than required and agreed.



- 1.8. We might amend this Privacy Statement from time to time, so we recommend you visit this page occasionally to make sure you know where you stand. If we make any updates to this Privacy Statement that will impact you significantly, we'll notify you about the changes before any new activities begin.

2. **TERMS USED IN THIS POLICY**

In this Policy, the following terms are used and mean what is said directly opposite it:

- 2.1. "Data Subject" is the natural person to whom the Personal Information relates. They are a Player who is to be registered on the Platform, using the Personal Information, and are also referred to as "you" when it is the Data Subject themselves accessing and using the Platform;
- 2.2. "Inqaku" shall mean: Inqaku FC Proprietary Limited (Registration Number: 2015/305119/07), a private company duly registered and incorporated in terms of the laws of Republic of South Africa;
- 2.3. "Platform" shall mean: the online software platform designed, Developed, deployed, supported and maintained by Inqaku for and on behalf of SAFA, and accessible at the SAFA Websites, the purpose of which is to facilitate: (i) registering and transferring of Players, coaches and referees by SAFA Administrators; (ii) tracking of Player histories, including any Player transfers and information on Player performance by SAFA Administrators; (iii) generation of football fixtures and the recording of match results by SAFA Administrators; (iv) the publishing of match information and statistics by SAFA Administrators; (v) the registration and transferring of Players by Clubs; and (vi) the management of teams by Clubs, and features requested by SAFA and agreed to in writing by Inqaku;
- 2.4. "Personal Information" shall mean: information relating to any Stakeholder and/or Player, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of the Stakeholder and/or Player; (ii) information relating to the education or the medical, financial, criminal or employment history of the Stakeholder and/or Player; (iii) information relating to the financial affairs of the



Stakeholder and/or Player; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the Stakeholder and/or Player; (vi) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) the views or opinions of another individual about the Stakeholder and/or Player; (viii) the name of the Stakeholder and/or Player if it appears with other personal information relating to the Stakeholder and/or Player if the disclosure of the name itself would reveal information about the Stakeholder; and/or Player; and (ix) any other information which may be treated or defined as “personal information” in terms of any applicable Laws, including Data Protection Legislation.

- 2.5. "Player" shall mean: a football player registered with SAFA and whose details, including Personal Information and career information, are captured, and reflected on the Platform;
- 2.6. "POPI" shall mean: the Protection of Personal Information Act, 4 of 2013;
- 2.7. "Process" shall mean: to collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, Use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as "process" or "processing" in terms of any applicable laws. The word "Processed" shall have a corresponding meaning;
- 2.8. “Purpose” shall mean the reason for which the Personal Information is processed, in terms of item 5;
- 2.9. "Stakeholder" shall mean: any person including, but not limited to, football officials, coaches, administrators, or supporters who provide their details, including Personal Information, to SAFA for registration and Processing on the Platform; and
- 2.10. "Use" shall mean: to use, copy, access, load, install, maintain, reproduce, modify, enhance, compile, customise, adapt, improve, process, store, alter, develop, update, upgrade, import, export, translate, convert, create derivative works, combine with other information and/or materials, and/or perform any other act



and/or action, and the Periods "Uses" or "Using" shall have a corresponding meaning.

3. **MINORS**

- 3.1. In the event that you and/or the Data Subject is a minor, then all consent given, and warranties provided in this Policy, from your side, is given with the express and explicit warranty that a competent person (like a parent or a guardian of the Data Subject) has provided such consent and/or warranty on behalf of the Data Subject.

4. **WHO ARE YOU?**

- 4.1. If you are reading this and intending on using the Platform, you are either:
- 4.1.1. a footballer/Player, intending on registering yourself on the Platform, or their parent or guardian;
 - 4.1.2. a football club, intending on registering one of your Players on the Platform; or
 - 4.1.3. SAFA, intending on registering a Player on the Platform.
- 4.2. If you are a Player as described in item 4.1.1, this document applies directly to you. All warranties given, consent provided, obligations imposed, and rights afforded, are applicable directly to you. You are the Data Subject.
- 4.3. If you are a football club (as described in item 4.1.2) or SAFA (as described in item 4.1.3), you warrant that this document and policy has been made available to the Data Subject; that any warranties given, consent provided, obligations imposed, and rights afforded, have been provided by the Data Subject; and that the Data Subject has familiarised themselves with this Policy. To that effect, you indemnify Inqaku in the event that any consent or warranty has not been given by the Data Subject, or for any non-compliance in terms of POPI.



- 4.4. Further, if you are a football club (as described in item 4.1.2) or SAFA (as described in item 4.1.3), you warrant that the Data Subject has consented to Inqaku collecting the Personal Information from you, and not from the Data Subject directly.

5. **WHY ARE WE COLLECTING AND USING THE PERSONAL INFORMATION?**

- 5.1. SAFA is a FIFA Member Association, and are obligated to comply with FIFA's requirements, rules, and regulations.
- 5.2. Inqaku has been mandated by SAFA to ensure compliance with FIFA's player registration requirements. These requirements are that each FIFA Member Association (such as SAFA), must have and maintain an electronic player registration database. SAFA has chosen to use Inqaku to install and maintain this database.
- 5.3. If SAFA does not comply with these rules and requirements, the Data Subject, as a football player, could potentially be ineligible to play association football.
- 5.4. In collecting the Personal Information, Inqaku ensures that:
- 5.4.1. the Data Subject is registered in line with FIFA's requirements;
 - 5.4.2. that the Data Subject is assigned a FIFA ID; and that
 - 5.4.3. that the Data Subject's status is correctly recorded,
- to ensure that the Data Subject and SAFA are compliant with FIFA's rules and requirements, and to ensure everything is in place for the Data Subject to compete in organised association football.
- 5.5. As part of the agreement and mandate between SAFA and Inqaku, SAFA has provided Inqaku with the opportunity to use, process, and store the Personal Information for commercial purposes. This includes Inqaku: monetising the Personal Information in a lawful manner for commercial gain; directly marketing products and services to the Data Subject; and Inqaku providing the Personal Information to Third Parties.



5.6. By using the Platform, you as the Data Subject, consent, agree, and warrant that Inqaku may use the Personal Information as set out in item 5.5 and consent to Inqaku using the Personal Information for the purposes of directly marketing Inqaku's products and services to the Data Subject.

5.7. If the Personal Information is not collected by Inqaku, for whatever reason, then the Data Subject cannot use the Platform, and cannot be registered on the Platform. The Data Subject acknowledges and warrants and understands that this is not a decision made by Inqaku, but a necessary condition for the Use of the Platform.

6. **WHAT DATA IS BEING COLLECTED?**

6.1. The purpose of this section of the Policy is to notify you and/or the Data Subject of what information Inqaku shall collect from the Data Subject. You, as the Data Subject, hereby warrant, agree, and acknowledge that this Policy is a proper notification of what information is collected, who is collecting it, why it is being collected, and what the consequences are of the Personal Information not being collected.

6.2. The information ordinarily collected by Inqaku is the following information of the Data Subject:

6.2.1. Name and surname;

6.2.2. Identity document number;

6.2.3. Gender;

6.2.4. Date of birth;

6.2.5. Nationality;

6.2.6. Club registration history;

6.2.7. Mobile number;



6.2.8. Contact telephone number;

6.2.9. E-mail; and

6.2.10. Address.

6.3. In the Use of the Platform, Inqaku may have need to collect and Process Personal Information which may be categorised as “[Special Personal Information](#)”. To this extent, the Data Subject consents to the Processing of such Personal Information for the achievement of the Purpose.

7. **HOW DOES INQAKU SHARE YOUR DATA WITH THIRD PARTIES?**

7.1. In achieving the Purpose, Inqaku shares the Personal Information with the following third parties:

7.1.1. FIFA;

7.1.2. SAFA;

7.1.3. football clubs affiliated to SAFA;

7.1.4. the Department of Home Affairs; and

7.1.5. Users of the Platform (**Users**).

7.2. **Platform system users** are users who have access to log in to the MYSAFA admin system (<https://admin.mysafa.net>) and are football club administrators and SAFA employees. These users require access to be approved by the Platform’s administrator, who is Inqaku. The data they have access to through the Platform admin system is based on their user role and organisation:

7.2.1. All Platform system users only have access to player information and documents for players within their organisation (be it their football club or SAFA).



- 7.2.2. Player ID/Passport numbers are only visible on one step of the process (where the player details are confirmed).
- 7.3. **Users** are able to view (where uploaded), for players within their organisation (be it their football club or SAFA), a copy of:
 - 7.3.1. ID document/Passport/Birth certificate;
 - 7.3.2. Registration form;
 - 7.3.3. Transfer document; and/or
 - 7.3.4. Medical fitness certificate;
- 7.4. Inqaku support users typically have roles that allow them to navigate to any organisation on the Platform and thus have access to all player information (excluding identity document numbers unless provided to them in a support ticket).
- 7.5. Links to photos and documents in the Platform expire after five minutes.

8. **TRANSFER OF PERSONAL INFORMATION OUTSIDE OF SOUTH AFRICA**

- 8.1. The Data Subject hereby consents to, warrants that Inqaku may, and understands that Inqaku must, transfer the Personal Information to third parties located outside of South Africa.
- 8.2. These third parties are:
 - 8.2.1. FIFA; and
 - 8.2.2. Inqaku's foreign subsidiaries.
- 8.3. Inqaku warrants to the Data Subject that these third parties are subject to standards of data protection that upholds the principles of POPI and guarantee the protection of the Personal Information to a degree that is at least as sufficient as Inqaku's protection of the Personal Information.



- 8.4. The Data Subject and Inqaku agree, understand, and warrant that the transfer outlined in this item 8 is reasonably necessary to achieve the Purpose.

9. **PERSONAL INFORMATION SHARED WITHIN THE INQAKU GROUP OF COMPANIES**

- 9.1. To the extent that it is reasonable in achieving the Purpose, the Data Subject consents to Inqaku Processing any Personal Information, furthermore, consent to Inqaku sharing the Personal Information referred to in this clause in the following instances:

- 9.1.1. with employees of Inqaku, Inqaku's holding or subsidiary companies, Inqaku's agents, and sub-contractors who Process information on behalf of Inqaku; and
- 9.1.2. should Inqaku be required to do so by any law, regulation, code, or treaty.

10. **HOW IS THE PERSONAL INFORMATION PROCESSED?**

Inqaku's Processing of the Personal Information shall mean to: collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, Use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as "process" or "processing" in terms of any applicable laws, the Personal Information.

Your information will be processed automatically at the inception of your registration. This automatic processing will involve the information being cross-referenced to the South African Department of Home Affairs, for verification. To that effect, you warrant, understand, and agree that you are requesting us to do this verification, and accept and acknowledge that such verification may not be successful. This is a contractual relationship between us, which you acknowledge, and accept, and agree to. You further warrant, accept, and understand that this is done to protect and promote your interest as a footballer, football club, or guardian, custodian, or parent of any such data subject. Should



your verification not be successful, you may email Inqaku at any time at the contact details provided herein, to make representations accordingly.

11. **INQAKU'S SECURITY AND RETENTION PROCEDURES RELATING TO THE PERSONAL INFORMATION**

- 11.1. The Data Subject consents, acknowledges, and warrants that it is necessary and lawful, for the achievement of the Purpose, for Inqaku to retain the Personal Information for the subsistence of the Data Subject's registration on the Platform.
- 11.2. Should the Data Subject cease to be registered on the Platform, the Data Subjects consents to and agrees that Inqaku may retain and Process the Personal Information for a further period of 3 years.

12. **WHAT DO YOU WARRANT TO US?**

By using the Platform, you further specifically warrant to Inqaku that the Data Subject provides the following warranties to Inqaku:

- 12.1. The Data Subject has consented to the Processing;
- 12.2. The Data Subject, by using the Platform, becomes a customer of Inqaku;
- 12.3. The Data subject considers that the Processing is done to protect a legitimate interest of the Data Subject, that being the interest in compliance with FIFA's requirements;
- 12.4. The Data Subject considers that the Processing is necessary in Inqaku executing its mandate given by SAFA;
- 12.5. That the Processing is reasonable to achieve the Purpose;
- 12.6. That the Processing is the minimal amount of processing of the Personal Information that is necessary to achieve the Purpose;



- 12.7. The Data Subject warrants, agrees, and acknowledges that this Policy is a proper notification of what information is collected, who is collecting it, why it is being collected, and what the consequences are of the Personal Information not being collected;
- 12.8. The Personal Information provided to Inqaku is accurate, correct, and that Inqaku may rely on the information provided based on this impression;
- 12.9. The Data Subject warrants and guarantees that the use of the Platform is conditional on agreement to this Policy and, as such, their use of the Platform is sufficient proof of the Data Subject's consent to the Processing; and
- 12.10. That any reasonable non-compliance of Inqaku with POPI's data notification requirements, as may happen from time-to-time, is condoned by the Data Subject.

13. **FURTHER PROCESSING**

Inqaku undertakes not to share or further process Personal Information with anyone or for any reason if not required for assisting the Data Subject with solutions or as required in terms of legislation or regulations.

14. **WHAT CAN YOU DO ABOUT THE PERSONAL INFORMATION?**

- 14.1. You may, on using the Platform for the first time, opt in or out of receiving direct marketing from Inqaku. This is done by checking a box marked "Marketing Consent", which informs Inqaku, and warrants that you request from Inqaku, as a customer of Inqaku, that Inqaku may market to you directly by using the information provided to Inqaku, and that such marketing is therefore solicited. At any time thereafter, you may opt out of receiving direct marketing from Inqaku by following the "opt-out" link that appears at the bottom of promotional emails that Inqaku may send to you from time-to-time.
- 14.2. You may, at any time, revoke your consent to the Processing by emailing support@mysafa.net. It must be emphasised that, as soon as you revoke this



consent, the Data Subject shall cease to be actively registered on the Platform, and may be subject to the consequences as outlined in item 5.7.

- 14.3. You may, at any time, contest the accuracy of the Personal Information by emailing support@mysafa.net, following which the Processing thereof shall be restricted, until you provide Inqaku with accurate and correct data. It must be emphasised that you are responsible for ensuring the accuracy of the Personal Information.

15. **HOW TO CONTACT INQAKU**

- 15.1. You may contact Inqaku at the following address(es) to direct any queries in terms of this Policy:

15.1.1. Email: support@mysafa.net

15.1.2. Telephone: (+27) 72 509 9653