

PRIVACY POLICY

EAST FOOTBALL UNITED WEBSITE

Effective Date: [REDACTED]

Last Updated: [REDACTED]

SALVAJE OPC (“Club,” “we,” “us,” or “our”) respects your privacy and complies with Republic Act No. 10173, or the Data Privacy Act of 2012 (“DPA”), its implementing rules and regulations, and applicable issuances of the National Privacy Commission (“NPC”).

This Privacy Policy explains how **SALVAJE OPC**, operating under the name East Football United (“EFU” the “Club,” “we,” “us,” or “our”) collects, uses, discloses, retains, and protects personal information through the East Football United website, registration forms, mobile application, training activities, open play sessions, events, and related services (collectively, the “Services”).

This Privacy Policy is issued in accordance with the Data Privacy Act of 2012, its implementing Rules and Regulations, and applicable rules, regulations, and issuances of the National Privacy Commission (“NPC”).

1. Definition of Terms

For purposes of this Privacy Policy, the following terms shall be defined as follows:

- (a) “Act” or “DPA” means Republic Act No. 10173, or the Data Privacy Act of 2012;
- (b) “Club,” “EFU,” “we,” “us,” or “our” means SALVAJE OPC, operating under the name East Football United;
- (c) “Consent” means a freely given, specific, informed indication of a data subject’s will by which the data subject agrees to the collection and processing of personal information. Consent may be evidenced by written, electronic, or recorded means.
- (d) “Data sharing” means the disclosure or transfer of personal information to a third party, excluding the Club’s outsourcing of processing to a PIP acting on the Club’s instructions.
- (e) “Data subject” means an individual whose personal information is processed by or on behalf of the Club.
- (f) “DPO” means the Data Protection Officer designated by the Club to oversee its compliance with applicable data-protection requirements.
- (g) “Media” means photographs, video recordings, audio recordings, interviews, testimonials, and substantially similar content that may identify or depict a player, coach, parent, guardian, staff member, or other participant.

(h) “Media and Marketing Consent” means a consent separate from consent to membership or ordinary Club services that authorizes the Club to collect, use, reproduce, publish, or distribute Media for specified promotional, advertising, social-media, sponsorship, or other marketing purposes.

(i) “Minor” means a person below 18 years of age.

(j) “Personal information” means any information, whether recorded in material form or not, from which an individual’s identity is apparent or can be reasonably and directly ascertained by the Club, or which, when combined with other information, would directly and certainly identify the individual.

(k) “Personal information controller” or “PIC” means the person or organization that controls the collection, holding, processing, or use of personal information, including the purposes and extent of processing. The Club is the PIC for the processing activities described in this Policy.

(l) “Personal information processor” or “PIP” means a person or organization to whom the Club outsources or instructs the processing of personal information on the Club’s behalf.

(m) “Personal data breach” means a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to personal information.

(n) “Processing” means any operation performed on personal information, including collection, recording, organization, storage, updating, retrieval, consultation, use, disclosure, transfer, consolidation, blocking, erasure, destruction, or other handling of the information. Processing may be carried out through automated or manual means when the information is contained, or intended to be contained, in a filing system.

(o) “Progress Information” means information relating to a player’s participation and development, including attendance, position, team assignment, coach assignment, skill level, performance observations, development goals, and related assessments.

(p) “Security incident” means an event or occurrence that affects or tends to affect data protection or may compromise the availability, integrity, or confidentiality of personal information. A security incident may constitute a personal data breach if the required elements of a breach are present.

(q) “Sensitive personal information” means personal information classified as sensitive under the DPA, including information concerning a person’s health and information issued by government agencies that is peculiar to that individual.

(r) “Services” means the EFU website, App, registration forms, membership services, training activities, open play sessions, tournaments, events, bookings, communications, and other services provided by or on behalf of the Club.

(s) “Website” – the East Football United Website available at eastfootballunited.com

2. Who Is Responsible for Your Information?

2.1. **SALVAJE OPC**, operating under the name East Football United, is the personal information controller responsible for personal information processed in connection with the Services and for purposes determined by the Club.

Personal Information Controller: SALVAJE OPC

Operating Name: East Football United

Address: 23 Avila Vista Verde Executive Village Brgy. San Isidro Cainta, Rizal, Philippines

Email: DPO or privacy email address

Telephone:

2.2. The Club determines the types of personal information collected, the purposes for which it is processed, and the extent of its processing. The Club is therefore responsible for ensuring that personal information is processed in accordance with applicable data protection laws and regulations.

2.3. Where a third-party payment provider, hosting provider, communications provider, booking platform, or other service provider processes personal information solely on the Club’s documented instructions and for the Club’s benefit, that provider may act as a personal information processor. The Club will require applicable processors to observe appropriate confidentiality, security, and data protection obligations.

For privacy-related inquiries, requests, or complaints, you may contact the Club using the contact details provided above.

3. Information We Collect

Depending on your use of the Services, we may collect:

(a) Identification and contact information:

- full name;
- username or account identifier;
- email address;
- mobile or other contact number;
- photograph or profile image;
- date of birth or age;
- address or location information;
- nationality or other information needed for Club administration;
- parent or legal guardian information where applicable; and

- identification information reasonably necessary to verify your identity, process your registration, manage your membership, or provide access to Club facilities or Services, such as:
 - the type of identification document presented;
 - the name appearing on the identification document
 - the identification document's number, if necessary;
 - its date of issuance or expiration, if necessary; and
 - a copy or photograph of the identification document, only where reasonably necessary and permitted by applicable law.

The Club will collect only the identification information reasonably necessary for the specific purpose for which it is requested. Unless required by law or necessary for a legitimate and declared purpose, the Club will not require or retain a copy of an identification document when the purpose can reasonably be achieved through less intrusive means.

Where an identification document contains sensitive personal information or other information not necessary for the stated purpose, the Club will take reasonable steps to avoid collecting, recording, or retaining such information. You may redact information that is not necessary for the relevant purpose, unless the Club is legally required to review or retain the complete document.

(b) Membership and activity information

- membership status and membership number;
- bookings, attendance, cancellations, and payment history;
- training, open play, tournament, and event participation;
- player position, team, coach assignment, and development goals;
- skill level, performance observations, and Progress Information;
- communications with the Club; and
- feedback, complaints, and support requests.

(c) Payment and transaction information

We may collect payment method, transaction reference, amount, billing information, and payment status. Complete card numbers, card security codes, online banking credentials, and similar sensitive payment credentials should ordinarily be entered directly into the secure interface of the Club's payment provider and not stored by the Club.

(d) Device and technical information

We may collect IP address, device type, operating system, app version, log data, crash reports, approximate location where enabled, and information needed to authenticate and secure the account.

- (e) Health, emergency, or safeguarding information

Where reasonably necessary for safe participation, we may collect emergency-contact information, allergies, injury information, medical restrictions, or similar information voluntarily provided by you or your parent or legal guardian. We will limit access and processing to what is reasonably necessary.

- (f) Photographs and videos

The Club may collect photographs, video recordings, interviews, and audio recordings made during training, open play, events, or other Club activities. Use for marketing, advertising, social media, or promotional content is subject to the separate Media and Marketing Consent described in Section 8.

4. Sources of Information

The Club may collect information:

- (a) directly from you, your parent or legal guardian, or an authorized representative;
- (b) when you create an account, book a session, make a payment, contact the Club, or participate in an activity;
- (c) from coaches, Club staff, team administrators, or authorized partner organizations;
- (d) from payment, booking, hosting, analytics, communications, or security providers; and
- (e) from publicly available sources, where lawful and reasonably necessary.

5. Purposes of Processing

The Club may process personal information for the following purposes:

- (a) creating and administering your account and membership;
- (b) verifying identity, eligibility, age, or authority;
- (c) processing bookings, attendance, cancellations, refunds, and payments;
- (d) organizing training, open play sessions, tournaments, events, and member benefits;
- (e) assigning coaches, managing teams, and communicating schedules and Club notices;
- (f) recording and monitoring player attendance, development, skill level, and Progress Information;

- (g) protecting health and safety, safeguarding individuals and property, and maintaining security;
- (h) responding to inquiries, complaints, and requests;
- (i) improving the Website, Club programs, services, and user experience;
- (j) preventing fraud, misuse, unauthorized access, and security incidents;
- (k) complying with legal, regulatory, accounting, tax, law-enforcement, court, or government requirements;
- (l) establishing, exercising, or defending legal claims; and
- (m) sending marketing or promotional communications where permitted by law and, where required, based on your consent or other lawful basis.

The Club will process personal information only for declared, specified, and legitimate purposes and will apply the principles of transparency, legitimate purpose, and proportionality.

6. Lawful Bases

6.1. Depending on the circumstances, the Club may process personal information when:

- (a) you have given valid consent for a specified purpose;
- (b) processing is necessary to perform a contract with you or to take steps at your request before entering into a contract;
- (c) processing is necessary to comply with a legal obligation;
- (d) processing is necessary to protect life and health or another lawful interest;
- (e) processing is necessary for a legitimate interest of the Club or another party, provided that the interest does not override your fundamental rights and freedoms; or
- (f) another lawful basis under the DPA applies.

6.2. Where the Club relies on consent, you may withdraw consent at any time, without affecting processing already undertaken before withdrawal or processing supported by another lawful basis.

7. Disclosure and Sharing

7.1. We may disclose or share relevant personal information with:

- (a) coaches, Club employees, officers, administrators, and authorized personnel;

- (b) payment processors, banks, electronic-wallet providers, booking platforms, hosting providers, information-technology providers, communications providers, analytics providers, and security providers;
- (c) parents or legal guardians of minor players, where appropriate and lawful;
- (d) event, venue, league, tournament, insurance, medical, or emergency-service providers where reasonably necessary;
- (e) auditors, accountants, legal advisers, insurers, and professional advisers subject to confidentiality obligations;
- (f) courts, government agencies, law-enforcement authorities, or public authorities when required or authorized by law; and
- (g) a successor entity in connection with a merger, restructuring, sale, or transfer of Club assets, subject to applicable law.

7.2. The Club will not sell your personal information. Data sharing for commercial purposes, including direct marketing, will be subject to appropriate safeguards and, where required, a data-sharing agreement. The Club will disclose only information reasonably necessary for the stated purpose.

8. Separate Media and Marketing Consent

8.1. The Club may invite players, coaches, parents or legal guardians, and other users to participate in interviews, photographs, video recordings, audio recordings, testimonials, or other media content.

8.2. Permission to use such media for marketing, advertising, social-media publication, sponsorship materials, websites, digital campaigns, posters, brochures, presentations, and other promotional purposes is separate from this Privacy Policy and from membership. Refusing or withdrawing this permission will not by itself prevent you from using ordinary Club services.

8.3. The Club will provide separate consent boxes before collecting or using media for those purposes. The consent should identify, as applicable:

- the types of media to be used;
- the intended platforms and promotional purposes;
- whether the media may be edited, combined, captioned, or reproduced;
- whether the media may be shared with named service providers or sponsors; and
- the process for withdrawal or removal requests.

9. Marketing Communications

9.1. If you opt in to marketing communications, the Club may send information about memberships, training programs, events, merchandise, offers, and Club activities through email, SMS, push notification, telephone, or similar channels.

9.2. You may unsubscribe or withdraw marketing consent through the unsubscribe function, Website settings, or by contacting the DPO. Service, safety, booking, payment, and legally required communications may continue even if you opt out of marketing.

10. Security

10.1. The Club will implement reasonable and appropriate organizational, physical, and technical measures to protect personal information against accidental or unlawful destruction, alteration, loss, unauthorized disclosure, access, or processing.

10.2. No electronic system is completely secure. If a personal data breach occurs that requires notification under applicable law, the Club will take the required remedial and notification measures.

11. Retention

11.1. The Club retains personal information only for as long as reasonably necessary for the purposes described in this Policy, including account administration, bookings, safety, financial and tax records, dispute resolution, legal claims, and compliance with legal obligations.

11.2. When information is no longer needed, the Club will securely delete, destroy, anonymize, or otherwise dispose of it in accordance with our retention schedule and applicable law.

12. Your Rights

12.1. Subject to the DPA and applicable limitations, you may have the right to:

- (a) be informed about the processing of your personal information;
- (b) access your personal information and relevant processing information;
- (c) object to processing in appropriate circumstances;
- (d) correct inaccurate or incomplete information;
- (e) suspend, withdraw, or order the removal or blocking of information where legally applicable;
- (f) obtain a copy of your personal information in an accessible format where applicable;
- (g) request data portability where applicable; and
- (h) file a complaint with the National Privacy Commission.

12.2. To exercise a right, contact the DPO using the details in Section 2. We may reasonably verify your identity and authority before acting on a request. We will respond within the period required by applicable law.

13. Children and Minor Players

13.1. Where the user is a minor, the Club will obtain and record consent or authorization from the parent or legal guardian whenever required. The Club will process a minor's information only for specified, legitimate, and proportionate purposes, with additional safeguards appropriate to the minor's age and circumstances.

13.2. Media consent for a minor must be separately provided by the parent or legal guardian. The Club may refuse or limit participation where the required authorization is not provided.

14. Cookies and Similar Technologies

The Website may use cookies, software development kits, local storage, analytics tools, and similar technologies for authentication, security, preferences, performance, and service improvement.

15. International Processing

15.1. The Club may engage service providers that store, access, or otherwise process personal information outside the Philippines, including providers of cloud-hosting, information technology, communications, payment, customer management, and other services necessary for the Club's operations.

Before permitting such processing, the Club will assess the risks involved and implement appropriate contractual, organizational, and technical safeguards consistent with data-protection requirements of the DPA. These safeguards may include confidentiality obligations, security requirements, restrictions on further processing or subcontracting, assistance in responding to data-subject requests, and appropriate deletion or return of personal information when the services end, subject to applicable legal retention requirements.

15.2. The Club remains accountable for personal information under its control or custody, including personal information processed by service providers outside the Philippines. Where practicable, the Club will identify the relevant countries or regions and the categories of service providers involved in the international processing in its privacy notices or other applicable disclosures.

16. Changes to This Policy

The Club may update this Privacy Policy to reflect changes in law, technology, services, or processing activities. Material changes will be communicated through the Website, email, or another reasonably appropriate channel. The effective date above indicates when the current version took effect.

17. Contact and Complaints

For privacy questions, requests, or complaints:

Data Protection Officer: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Telephone: [REDACTED]

You may also contact the National Privacy Commission through its official channels if you believe your rights have been violated.

By selecting “I Agree,” you acknowledge that you have read and understood this Privacy Policy.