

# Tetra Pak – Controller Binding Corporate Rules (BCRs)

## 1. Introduction

The Tetra Pak Group has activities in over 160 different countries worldwide. Its approach to data protection and privacy, like its operations, must be truly global. These binding corporate rules ensure that wherever the Tetra Pak Group processes personal data it does so with a high level of protection and respect for individual rights.

These binding corporate rules help the Tetra Pak Group to comply with its obligations under the GDPR to provide appropriate safeguards for all transfers of personal data between Tetra Pak Companies that are BCR Members.

## 2. Definitions

“**AB Tetra Pak**” refers to Aktiebolaget Tetra Pak, Reg. No. 556050-0398, a Swedish limited liability company having its registered address at Ruben Rausings gata, SE-221 86, Lund, Sweden.

“**Actionable Harm**” means harm suffered by the data subject that the controller would be liable to compensate under the GDPR.

“**BCR Members**” refers to all Tetra Pak Companies once they have become party to the Tetra Pak Intra-Group BCR Agreement and are thereby bound by the BCRs, as stated in section 3.1.1.

“**BCRs**” refers to these Tetra Pak Group’s controller binding corporate rules.

“**Data Privacy Procedure**” refers to the Tetra Pak Group Data Privacy Procedure adopted by the Tetra Pak Group and valid as of 25 May 2018, as it may be updated, amended, or replaced by any similar procedure from time to time.

“**DPOs**” refers to Data Protection Officers, as stated in section 6.3.2.

“**DPRs**” refers to Local Data Privacy Representatives, as stated in section 6.3.1.

“**Enforceable Provisions**” refers to the sections of the BCRs, which may be enforced by data subjects as third-party beneficiaries, as stated in section 7.2.

“**EU/EEA**” refers to the European Union and/or the European Economic Area (the Member States of the European Union as well as Iceland, Lichtenstein, and Norway).

“**EU Model Clauses**” refers to standard contractual clauses the EU Commission deems to constitute appropriate safeguards for data transfers to external third parties located outside the EU/EEA. See EU Commission Decisions 2001/497/EC, 2004/915/EC, and 2010/87/EU.

“**GDPR**” refers to the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the

Directive 95/46/EC (General Data Protection Regulation), and any amendments and re-enactments thereto.

“**IMSOs**” refers to Information Management Security Officers, as stated in section 6.3.1.

“**Lead Supervisory Authority**” refers to the Swedish Data Protection Authority (Sw. *Datainspektionen*).

“**Special Categories of Personal Data**” refers to personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data when processed for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.

“**Tetra Pak Company**” refers to a company within the Tetra Pak Group, as listed in Appendix A.

“**Tetra Pak Group**” refers to all Tetra Pak Companies collectively.

“**Tetra Pak Intra-Group BCR Agreement**” refers to the agreement signed between Tetra Pak Companies to create a binding obligation to comply with the BCRs.

For the avoidance of doubt, data protection terms used in this document shall have the same meaning as in the GDPR.

### 3. Application and scope

#### 3.1 The duty to respect the BCRs

Every BCR Member and its employees are under a duty to respect the BCRs.

##### 3.1.1 The duty on Tetra Pak Companies

The BCRs apply to all Tetra Pak Companies once they have signed the Tetra Pak Intra-Group BCR Agreement and are thereby bound by the BCRs (“**BCR Members**”). A list of BCR Members and their contact details can be found in Appendix A.

No data transfer can be made under the BCRs from one Tetra Pak Company to another until the recipient Tetra Pak Company has signed the Tetra Pak Intra-Group BCR Agreement, is thereby bound by the BCRs, and is able to comply with the BCRs.

##### 3.1.2 The duty on Tetra Pak Group employees

The Data Privacy Procedure, which applies to all Tetra Pak Group employees, mandates that Tetra Pak Group employees worldwide should comply with the BCRs at all times.

Employees must undergo privacy training to ensure that they understand how to comply with privacy rules and principles, including those contained in the Data Privacy Procedure and the BCRs. Employees who breach the Data Privacy Procedure or the BCRs may be subject to disciplinary action (Data Privacy Procedure, Section B, Article 2.1).

External labour, meaning individual workers with a contract of employment with a temporary labour agency and assigned to the Tetra Pak Group to work temporarily under the supervision

and direction of the Tetra Pak Group, are bound by Tetra Pak policies and procedures, including the Data Privacy Procedure. Such external labour should comply with the BCRs at all times.

### 3.2 Material scope

The BCRs apply to all transfers of personal data between BCR Members.

The BCR Members process personal data for a number of business purposes, including the management of human resources, the management of customer relationships and the management of suppliers. Notably the following categories of personal data are processed for the following purposes:

Category of personal data	Purpose
Personal data of employees ( <i>e.g.</i> , name, contact details, employment information, education, compensation information, performance appraisal information, travel and expense information, national identifiers, etc.)	To conduct routine human resources activities; such as payroll, disciplinary measures, accounting and employee performance management
Personal data of employee emergency contacts and family members when relevant	To be used in case of an emergency, in connection with international assignments and/or for the provision of family benefits
Personal data of contingent workforce (temporary agency workers, individual consultants, contractors' staff) ( <i>e.g.</i> , name, contact details, bank account information, etc.)	To manage the contractual relationship; such as compensation, renewal and termination, accounting and key performance indicators (KPIs)
Personal data of job applicants/candidates ( <i>e.g.</i> , name, contact details, CV and related information, etc.)	To conduct recruitments
Personal data of visitors to the Tetra Pak Group's premises and webpages	To administer and manage security at Tetra Pak Group's premises and webpages
Personal data of business contacts ( <i>e.g.</i> customers, prospects and suppliers)	To negotiate, execute and manage customer, prospects and supplier contracts, as well as advertising, marketing and public relations

To a limited extent BCR Members process Special Categories of Personal Data concerning employees and, in certain circumstances if required by applicable law, job applicants/candidates. Such processing may happen when this is required under applicable laws or otherwise necessary for a BCR Member to fulfil its obligations as an employer or future employer, as further described in Section 4.5 below.

The Tetra Pak Group's intra-group data flows are truly global in nature, reflecting the interconnected and international presence of its business operations. The Tetra Pak Group has

operations in over 160 countries in the world and its information systems are global systems, available globally (albeit subject to various security and access restrictions). The Tetra Pak Group has six HR Shared Service Centres located in Sweden, Hungary, China, Singapore, the United Arab Emirates, and the United States. Its four IT Service Hubs, which help to provide IT support to employees, are based in Sweden, the United States, India, and Singapore.

### 3.3 Relationship with national law

#### 3.3.1 The highest level of protection applies

BCR Members shall process personal data in accordance with all applicable laws. Where applicable laws require a higher level of protection for personal data than that afforded in the BCRs, the applicable law will take precedence.

#### 3.3.2 Reporting instances where local laws prevent compliance with the BCRs

A BCR Member shall promptly inform AB Tetra Pak and the Global Data Privacy Manager if the BCR Member has reason to believe that it is prevented by applicable local laws from fulfilling its obligations under the BCRs or upholding the guarantees it provides.

The BCR Member shall *also* report to the competent supervisory authority/authorities if:

- it is issued with a legally binding disclosure request from a law enforcement or state security body; or
- it is otherwise subject to a legal requirement that is otherwise likely to have a substantial adverse effect on the guarantees provided by the BCRs.

When reporting a disclosure request, the BCR Member must provide information about the data requested, the name of the requesting body, and the legal basis for the disclosure.

If a BCR Member is prohibited from informing AB Tetra Pak, the Global Data Privacy Manager and/or reporting to the competent supervisory authority as described above (*e.g.*, due to a prohibition under criminal law to breach the confidentiality of a law enforcement investigation), the BCR Member shall instead take the following steps:

- use its best efforts to obtain a waiver from the prohibition in order to communicate as much information as it can and as soon as possible, and have carefully documented this so as to be able to demonstrate that it has made such efforts; and
- if unsuccessful in seeking a waiver of the prohibition, nevertheless provide the competent supervisory authority/authorities with general information on an annual basis, stating the disclosure requests it has received (*e.g.*, number of applications for disclosure, type of data requested, identity of requesting body if possible, etc.).

BCR Members shall not transfer personal data to public authorities in a manner that is massive, disproportionate, and indiscriminate so as to go beyond what is necessary in a democratic society.

## **4. Data protection principles**

### **4.1 Fairness and lawfulness**

BCR Members shall abide by the principle of fairness and only process personal data in a fair manner and when permitted to do so in compliance with a legal basis under applicable data protection law either, (i) the data subject has given consent to the processing, (ii) for performance of a contract with the data subject or to perform steps prior to entering into a contract at the request of the data subject, (iii) in order to comply with a legal obligation; (iv) to protect the vital interests of the data subject or of another individual; or (v) for the legitimate interests of Tetra Pak Group or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

### **4.2 Transparency**

The BCR Member acting as data controller shall inform individuals how their personal data will be used either prior to the personal data being collected, or as soon as possible thereafter. Information will usually be provided by way of a privacy notice.

Where a BCR Member obtains an individual's personal data from a source other than that individual, the BCR Member will provide this information to the individual when his/her personal data is first recorded or, if it is to be disclosed to a third party, no later than the time at which the data is first disclosed. This rule is applicable unless there is a legitimate basis for not doing so, such as legal proceedings, taxation purposes, preventing or detecting a crime, where withholding information is necessary to safeguard national security or defence, or where otherwise permitted by law.

Information provided to data subjects with respect to BCR Members' processing of their personal data shall fulfil the requirements in Article 13 and 14 of the GDPR.

### **4.3 Purpose limitation and data minimisation**

BCR Members shall only collect personal data for specified, explicit, and legitimate purposes, and shall only further process the data if compatible with the initial purpose for collection. BCR Members shall only process personal data to the extent necessary to fulfil these purposes.

### **4.4 Accuracy and storage limitation**

BCR Members shall ensure that personal data is accurate and kept up-to-date.

BCR Members shall only retain personal data for as long as necessary for the purpose(s) of processing. BCR Members shall retain or delete personal data to the extent required by law, and in accordance with the Data Privacy Procedure and any other applicable Tetra Pak Group policies and procedures, or applicable local retention policies.

BCR Members shall only dispose of personal data in a secure manner, in accordance with the Tetra Pak Group Information Handling Procedure and the Tetra Pak Group Information Technology Security Policy and Procedure.

#### **4.5 Special Categories of Personal Data**

BCR Members shall, where possible, avoid processing Special Categories of Personal Data. However, a BCR Member may process Special Categories of Personal Data when this is required under applicable laws or otherwise necessary for a BCR Member to fulfil its obligations as an employer. This may for example include processing of (i) occupational health information such as records of accidents at work, fitness for work assessments, including drug and alcohol tests, in relation to occupational health and safety requirements; (ii) potential trade union membership in relation to local labour law obligations; and (iii) information related to religious beliefs, for example because of tax obligations and calculations. BCR Members shall only process Special Categories of Personal Data to the extent the GDPR and applicable data privacy laws permit.

#### **4.6 Security, integrity and confidentiality**

BCR Members shall ensure that they keep personal data secure and protect it from any unauthorised access, accidental loss, damage, or destruction. Employees shall ensure that they follow the Tetra Pak Group Information Handling Procedure and the Tetra Pak Group Information Technology Security Policy and Procedure, or any subsequently issued policy/procedure designed to protect Tetra Pak Group's IT systems, premises, and the data contained within them.

Employees shall comply with the Personal Data Breach Notification Protocol (see Section D of the Data Privacy Procedure) and the Data Breach Response Procedure if personal data is unlawfully or accidentally destroyed, lost, altered, or in any way disclosed or made available to an unauthorised party.

BCR Members shall without undue delay, and if possible no later than 72 hours after having become aware of the breach, notify any personal data breaches to AB Tetra Pak, the Global Data Privacy Manager and the competent supervisory authority. Moreover, BCR Members are under a duty to notify without undue delay personal data breaches to data subjects, where the personal data breach is likely to result in a high risk to their rights and freedoms.

BCR Members shall ensure all personal data breaches are documented (including facts relating to the breach, its effects and the remedial actions taken). The documentation shall be made available to the competent supervisory authority upon request.

When a BCR Member engages another Tetra Pak Company as a data processor, the BCR Member shall ensure that the data processing activities are governed by a written data processing agreement which fulfils the requirements under Article 28 of the GDPR. The Tetra Pak Group has developed model data processing agreements to be used in such intra-group data processing activities.

#### **4.7 Data transfers to external third parties outside the Tetra Pak Group**

All data processing activities conducted by external third parties (*e.g.*, contractors, suppliers, business partners, etc.) on behalf of a BCR Member must be subject to a written processing agreement that fulfils the requirements under Article 28 of the GDPR. The Tetra Pak Group has developed model data processing agreements for use by its supplier management organisation.

BCR Members may only transfer personal data to external third parties outside of the EU/EEA if:

- The destination country has been deemed to afford adequate protection by the European Commission;
- The external third party is covered by the EU-US Privacy Shield; or
- The transfer is subject to a data transfer agreement containing EU Model Clauses or other appropriate safeguards as defined by Article 46(2) of the GDPR.

In other limited circumstances, BCR Members may transfer personal data to a third party outside the EU/EEA without having to implement the above measures where one of the following conditions is met:

- The data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfer for the data subject due to the absence of an adequacy decision and appropriate safeguards;
- The transfer is necessary for the performance of a contract between the data subject and the BCR Member or the implementation of pre-contractual measures taken at the data subject's request;
- The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the BCR Member and another natural or legal person;
- The transfer is necessary for important reasons of public interest;
- The transfer is necessary for the establishment, exercise or defence of legal claims;
- The transfer is necessary in order to protect the vital interests of the data subject or other persons, where the data subject is physically or legally incapable of giving consent; or
- The transfer is made from a register which according to the EU or member state law is intended to provide information to the public and which is open to the consultation by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by EU or member state law for consultation are fulfilled in the particular case.

In addition, where a transfer could not be based on any of the conditions set out above, a transfer to a third country may take place only if the transfer is not repetitive, concerns only a limited number of data subjects, is necessary for the purposes of compelling legitimate interests pursued by the BCR Member which are not overridden by the interests or rights and freedoms of the data subject, and all further safeguards set out in Article 49.

## 5. Data subject rights

Individuals, whose personal data is processed by BCR Members, have certain data protection rights, which they may exercise on request. These rights are:

- To **access** their personal data and receive certain information as to how their data is processed;

- To have their personal data **rectified**;
- To have their personal data **erased** in certain circumstances (also referred to as “*the right to be forgotten*”);
- To **restrict** how their personal data is processed;
- To the **portability** of their personal data, in order to have it be processed by another controller;
- To **object** to the processing of their personal data, including profiling and direct marketing; and
- To not be subjected to decisions based solely on **automated decision making**.

BCR Members shall respond to any queries or requests made by individuals in relation to the above, and shall adhere to the Data Subject’s Rights Protocol in section C of the Data Privacy Procedure (see Appendix B).

## 6. Compliance, implementation, and monitoring

### 6.1 Demonstrating compliance

Every BCR Member shall comply with the requirements of the BCRs and be able to demonstrate such compliance (the principle of *accountability*).

### 6.2 Key compliance activities

#### 6.2.1 Data privacy impact assessments

BCR Members shall conduct a data privacy impact assessment before engaging in processing activities that are likely to result in a high risk to the rights and freedoms of individuals. To determine if a data privacy impact assessment is required, the BCR Member(s) will first carry out a data privacy threshold assessment. The process for data privacy impact assessments is embedded into Tetra Pak Group’s global process for new projects, products, technologies, and services.

BCR Members will consult with the competent supervisory authority if a data privacy impact assessment indicates that the prospective processing activity would result in a high risk to the rights and freedoms of individuals in the absence of mitigating measures.

#### 6.2.2 Record of data processing activities

BCR Members shall maintain an electronic record of all categories of processing activities carried out in line with the requirements set out in Article 30.1 of the GDPR. The BCR Members shall review and update this record at least annually, and shall make it available to the competent supervisory authority upon request.

### 6.2.3 Technical and organisational measures

Data protection and privacy are built into how the Tetra Pak Group conducts business. The Tetra Pak Group ensures data protection by design and by default through appropriate technical and organisational measures to ensure compliance with applicable laws, the Data Privacy Procedure, and the BCRs.

The Tetra Pak Group enlists a range of technical and organisational measures across its organisation. Measures are tailored to the nature of the data processing activities, but includes, for example, data classification, encryption, pseudonymisation and anonymization, masking of sensitive data, role-based permissions and access restrictions, and password requirements.

## 6.3 **Data protection roles and responsibilities**

### 6.3.1 Global Data Privacy Manager

The Global Data Privacy Manager shall:

- Supervise Tetra Pak Group’s compliance with the BCRs from a group level;
- Advise Tetra Pak Group leadership teams on data privacy matters;
- Prepare annual reports on data protection for Tetra Pak Group’s senior management;
- Maintain and supervise group-level implementation of the Data Privacy Procedure and related policies, procedures, and processes;
- Supervise privacy compliance within Tetra Pak Group’s global processes;
- Collaborate with relevant support functions (*e.g.*, Information Security, Legal Affairs, Corporate Risk Management, etc.) to provide privacy advice;
- Collaborate with Cluster/Local Data Privacy Representatives (“**DPRs**”) and Information Management Security Officers (“**IMSOs**”), to build competence, share best practices, and to implement Tetra Pak Group’s global privacy framework (including the BCRs);
- With the support of the DPRs, manage the compliance of Tetra Pak Companies with the global privacy framework (including the BCRs for BCR Members);
- With the support of the IMSOs, develop and provide communications and training on data privacy;
- With the support of the DPRs, provide guidance to Tetra Pak Companies in implementing and modifying local data privacy policies and compliance programmes; and
- Deal with conflicts between the BCRs and applicable law (see section 3.3).

### 6.3.2 Data Protection Officers (“DPOs”)

The Tetra Pak Group shall appoint DPOs where legally required to do so, in which case the DPOs shall report directly to the highest management level in the relevant jurisdiction.

### 6.3.3 Data controller representatives

In Tetra Pak Group global privacy framework, the data controller is a legal entity. The Tetra Pak Group has therefore identified the relevant representative and contact person of the data controllers and nominated the Global Process Leaders who have authority over Tetra Pak Group’s global processes and underlying personal data together with the Global Process Drivers who act as data controller representatives. They must secure that the data controllers comply with applicable privacy laws and with the BCRs. In particular, they shall:

- Ensure privacy compliance of global processes and underlying/supporting personal data and systems (including ensuring that necessary technical and organisational measures are in place) under its ownership and that data processing principles are checked and complied with;
- Complete and update the record of data processing activities for the respective global processes;
- Cascade and enforce Tetra Pak Group global privacy framework;
- Perform data privacy threshold assessments and, if applicable, a data privacy impact assessment, prior to the creating a new data processing activity, or prior to changing to an existing data processing activity;
- Ensure that agreements with external third parties include necessary clauses on data processing, where applicable; and
- Report personal data breaches promptly to the Global Service Desk and escalate privacy issues and complaints to the Global Data Privacy Manager and to the locally appointed DPO (if applicable).

### 6.3.4 Data Privacy Representatives (DPRs)

The data controller representative shall appoint DPRs as needed. DPRs shall implement and enforce the global requirements within the Cluster or Organisational Unit if there are local processing activities that deviate from the global business process standards.

### 6.3.5 Information Management Security Officers (IMSOs)

IMSOs shall coordinate the day-to-day information security activities within each Cluster or Organisational Unit, as well as privacy-related activities, as described in the Tetra Pak Group Information Handling Procedure.

## 6.4 **Training programme**

All BCR Members shall ensure that appropriate training on the BCRs is provided to their employees who have permanent or regular access to personal data, who are involved in the collection of personal data, or who are in the development of tools used to process personal

data, to ensure their awareness of their obligations related to data processing activities. Communication and training should cover the following topics:

- Definitions and key concepts;
- Data Privacy Procedure and other data privacy policies and procedures, including Tetra Pak Group’s privacy governance structure;
- Fundamental data processing principles;
- International transfer of personal data;
- Data subject rights management; and
- Data breach notification obligations.

The Tetra Pak Group has deployed the training programmes “GDPR Overview” and “GDPR in Action” to impart information about these topics

## **6.5 Audit and compliance programme**

The Tetra Pak Group’s audit and compliance programme covers the BCRs, including methods of ensuring that corrective actions will take place. The Tetra Pak Group’s audit and compliance programme is clearly set out in internal procedure documents.

The BCRs require the Tetra Pak Group to conduct audits or compliance assessments to ensure compliance with the BCRs. Audits or compliance assessments shall be conducted at least once every 24 months and will cover business processes and procedures that involve personal data processing for compliance with the BCRs. In addition, the Tetra Pak Group may carry out ad-hoc internal audits or compliance assessments in the course of the regular activities of internal review or at the request of the Global Data Privacy Manager.

The Global Data Privacy Manager or the locally appointed DPO (if applicable) may request that an external auditor conducts an audit. The external auditor must apply professional standards of independence, integrity, and confidentiality when conducting an audit.

The results of the audits or compliance assessments will be communicated to the Global Data Privacy Manager, the locally appointed DPO (if applicable), the Information Security Forum, and relevant functions and leadership teams. In addition, the results of the audits or compliance assessments will be communicated to senior management and relevant board members of relevant Tetra Pak Companies.

The Corporate Governance unit of Legal Affairs conducts ongoing verification activities, including an annual corporate risk management review, of the Tetra Pak Group’s compliance with legal requirements and policies, including, where appropriate, matters relating to the BCRs.

## **6.6 Duty to cooperate with the supervisory authorities**

All BCR Members have a duty to cooperate with their respective competent supervisory authority. For the avoidance of doubt, the duty to cooperate with competent EU/EEA

supervisory authorities applies equally to BCR Members in the EU/EEA and BCR Members outside the EU/EEA.

BCR Members shall follow advice or decisions from the competent supervisory authority as to the interpretation or application of the BCRs. The BCR Member shall inform the Global Data Privacy Manager if one or more supervisory authorities provides conflicting advice. Nothing in this paragraph limits the rights of BCR Members to challenge binding decisions from supervisory authorities via judicial or other means, where available.

Competent supervisory authorities may audit any BCR Member, or request to receive access to the BCR Member's audit reports upon request. If a BCR Member receives a notification of audit or a request for audit findings from a supervisory authority, it should immediately inform the Global Data Privacy Manager ([privacy@tetrapak.com](mailto:privacy@tetrapak.com)), the Vice President of Corporate Governance, the locally-appointed DPO (if applicable), and the Managing Director of the relevant Tetra Pak Company.

## 7. Enforcing the BCRs – third-party beneficiary rights

### 7.1 Access to information about third-party beneficiary rights

The Global Data Privacy Manager shall ensure that a copy of the BCRs is provided to all Tetra Pak employees via the intranet and also provided to employees upon request. Employees may request a copy by emailing [privacy@tetrapak.com](mailto:privacy@tetrapak.com).

All individuals who have their personal data processed by the Tetra Pak Group have access to a summary of the BCRs and full information contained in sections 3.3.2, 4, 5, 6.2.3, 6.6, 7.1, 7.2, 8, and 9 via Tetra Pak's website, [\[INSERT LINK\]](#). Data subjects may also request a copy of the BCRs in their entirety by e-mailing [privacy@tetrapak.com](mailto:privacy@tetrapak.com).

### 7.2 Enforcing third-party beneficiary rights

Data subjects have the right to enforce sections 3.3.2, 4, 5, 6.2.3, 6.6, 7.1, 8, and 9 only of the BCRs as third-party beneficiaries ("**Enforceable Provisions**"). Data subjects may:

- Seek a judicial remedy to obtain redress and, where appropriate, compensation for damages suffered due to a breach of the Enforceable Provisions of the BCRs. The data subject may choose to pursue the claim before the courts in the EU/EEA country where the BCR Member acting as a controller has its establishment, or alternatively in another EU/EEA country where the data subject has his or her habitual residence; and/or
- Lodge a complaint with a competent EU/EEA supervisory authority. The data subject may choose to lodge such a complaint with the supervisory authority in the EU/EEA country where the infringement allegedly took place, or alternatively, in the EU/EEA country either where the data subject has either his or her place of work, or his or her habitual residence.

Data subjects do not have third-party beneficiary rights in connection with any sections of the BCRs other than the Enforceable Provisions listed above. Third party beneficiary rights are limited to personal data transferred directly or indirectly from the EU/EEA to a third country. Further information on liability is provided in section 9.

## **8. Complaints Handling Procedure**

The Tetra Pak Group will process complaints about any BCR Member under the Complaints Handling Procedure in Appendix C.

## **9. Liability**

### **9.1 Liability for breaches of the BCRs by BCR Members located in the EU/EEA**

BCR Members in the EU/EEA accept responsibility for and agrees to take necessary action to remedy acts of non-compliance with the BCRs they commit. This includes assuming liability for damages resulting from a breach of the Enforceable Provisions of the BCRs and to pay compensation for any material or non-material damages resulting from such breaches. The following conditions apply to liability claims:

- In accordance with applicable law, the data subject may only claim compensation for damages resulting from the breach;
- The BCR Member bears the burden of proving that it is not liable for the alleged breach of the Enforceable Provisions of the BCRs. It may discharge itself from liability if it can prove that the data subject did not incur any Actionable Harm; or that the BCR Member did not cause the harm alleged.

### **9.2 Liability for breaches of the BCRs by BCR Members located outside of the EU/EEA**

AB Tetra Pak accepts responsibility for and agrees to take necessary action to remedy acts of non-compliance with the BCRs by BCR Members located outside of the EU/EEA. This includes assuming liability for damages resulting from a breach of the Enforceable Provisions of the BCRs, and to pay compensation for any material or non-material damages resulting from such non-compliance by the BCR Members. AB Tetra Pak's liability in this regard only extends to personal data that have been transferred under the BCRs directly or indirectly from the EU/EEA to a third country.

The following conditions apply to liability claims:

- The claim will be subject to the jurisdiction of EU/EEA national courts and EU/EEA supervisory authorities as if the breach was committed by AB Tetra Pak itself in Sweden;
- The data subject will have the same rights and remedies available to them as if the breach was committed by AB Tetra Pak itself in Sweden;
- In accordance with applicable law, the data subject will only be entitled to claim compensation for damages resulting from the breach.
- AB Tetra Pak bears the burden of proving that the non-EU/EEA BCR Member is not liable for the alleged breach of the Enforceable Provisions of the BCRs. AB Tetra Pak may discharge itself from liability if it can prove that the data subject did not incur any

Actionable Harm; or that the non-EU/EEA BCR Member did not cause the harm alleged.

Except for any rights following from the GDPR, nothing in this section grants data subjects any rights of action in any court, supervisory authority, or similar body located outside of the EU/EEA.

## **10. Changes to the BCRs**

### **10.1 Updating the BCRs**

The Global Data Privacy Manager shall:

- update the BCRs as needed;
- maintain an updated record of such changes to the BCRs;
- maintain an updated list of the BCR Members; and
- report changes to the BCRs or to the list of BCR Members to all BCR Members and to the relevant supervisory authorities via the Lead Supervisory Authority as described below.

### **10.2 Reporting updates to BCR Members and to the Lead Supervisory Authority**

The Tetra Pak Group shall report any changes to the BCRs to all BCR Members without undue delay using Tetra Pak Group's internal communications process, including the intranet.

The Tetra Pak Group shall also, without undue delay, notify the relevant supervisory authorities via the Lead Supervisory Authority of any significant modifications to the BCRs (*e.g.*, changes to the way in which they are binding) or changes that may affect the level of personal data protection the BCRs provide.

The Tetra Pak Group shall also notify the relevant supervisory authorities via the Lead Supervisory Authority of all other changes to the BCRs or to the list of BCR Members once a year, accompanied by a brief explanation of the reasons for the changes.

The Tetra Pak Group shall also, upon request, provide information to the data subjects and the supervisory authorities regarding updates to the list of BCR Members and changes to the BCRs.

## **11. More information**

For more information about the BCRs or Tetra Pak Group's data privacy policies and procedures, please contact the Global Data Privacy Manager at [privacy@tetrapak.com](mailto:privacy@tetrapak.com).

## **Appendix A – List of Tetra Pak Companies & BCR Members**

See separate document.

## Appendix B – Data Subjects Rights Protocol (Section C, Data Privacy Procedure)

### 1. Rights which all individuals (including Tetra Pak employees) have regarding their personal data

1.1 Individuals, whose personal data are processed by Tetra Pak, such as the personal data of employees, job candidates, individual consultants or supplier's staff and customer's staff, consumers have certain data protection rights, which they may exercise by making a request to Tetra Pak (a "**Data Subject's Rights Request**"). These data subjects' rights are the right to request:

- **Access** to their personal data;
- **Rectification** of their personal data;
- **Erasure** of their personal data (this right is also referred to as the '*right to be forgotten*');
- **Restriction** of their personal data;
- **Portability** of their personal data;
- Processing of their personal data **ceases** (the right to **object**);
- Not to be subject to **automated decision making**; and
- Not to be sent **direct marketing**

1.2 Each of these rights is described in more detail in Articles 10-17 below.

1.3 This Data Subjects' Rights Protocol describes how Tetra Pak, as a data controller (i.e., the entity determining the purpose for which and manner in which the data is processed), will respond to any Data Protection Rights Requests.

### 2. Responsibility to respond to a Data Subjects' Rights Request

2.1 The controller of an individual's personal data is primarily responsible for responding to a Data Subjects' Rights Request and for helping the individual concerned to exercise his or her rights under applicable data protection laws. In Tetra Pak, the controller is represented by the data controller representative for the relevant business process (as described in Section A, Article IV.2 above) and the data controller representative is responsible to respond to the Data Subjects' Rights Request, with the support of the GDPM. For example, where an employee makes a Data Subjects' Rights Request to Tetra Pak, Tetra Pak is the **controller** of the personal data held and processed about the employee because it determines the purposes for which the data is collected and the means by which it is processed.

2.2 Where Tetra Pak may process that individual's personal data **as a processor** on behalf of a customer who is the controller (rather than for its own purposes), Tetra Pak must inform the relevant customer promptly and provide it with reasonable assistance to help the individual to exercise his or her rights in accordance with the customer's duties under applicable data protection laws.

### **3. Personal data which Tetra Pak has made available to third parties**

- 3.1 If Tetra Pak shares personal data with third parties, it is Tetra Pak's responsibility to inform those third parties of any request by an individual to rectify, erase or restrict their personal data unless it would involve disproportionate effort to do so or it is impossible. For example, Tetra Pak must notify any relevant Tetra Pak entity, sub-processors and other third parties (such as occupational health providers) to whom the personal data has been disclosed so that they can also update their records accordingly.
- 3.2 If requested, Tetra Pak must also provide details of third parties to which the individual's personal data has been disclosed.

### **4. Where to send your own Data Subjects' Rights Requests and any questions you may have**

- 4.1 If you are a Tetra Pak employee ("**Staff Member**") and you wish to make a Data Subjects' Rights Request regarding your personal data, your request should be sent to AskHR ([AskHR@tetrapak.com](mailto:AskHR@tetrapak.com)).
- 4.2 If you are not a Staff Member (e.g. former employee, individual consultant or supplier's staff, job candidate, intern, secondee or other individuals who work(ed) for Tetra Pak), your request should be sent to the Global Data Privacy Manager by sending an email to [privacy@tetrapak.com](mailto:privacy@tetrapak.com).
- 4.3 Any questions regarding Data Subjects' Rights Requests Procedure should be sent to AskHR ([AskHR@tetrapak.com](mailto:AskHR@tetrapak.com)) if relating to Staff Member data. All other Data Subjects' Rights Requests questions should be sent to the Global Data Privacy Manager, by sending an email to [privacy@tetrapak.com](mailto:privacy@tetrapak.com).

### **5. Where to send a Data Subjects' Rights Request received from a Staff Member or an individual not a Staff Member**

- 5.1 If you receive a Data Subjects' Rights Request from another Tetra Pak employee ("**Staff Member**"), the request should immediately be sent to AskHR ([AskHR@tetrapak.com](mailto:AskHR@tetrapak.com)) (indicating the date on which it was received together with any other information which may help deal with the request).
- 5.2 If you receive a Data Subjects' Rights Request from an individual who is not a Staff Member (e.g. employee, individual consultant or supplier's staff, job candidate, intern, secondee or other individuals who work(ed) for Tetra Pak), the request should immediately be sent to [privacy@tetrapak.com](mailto:privacy@tetrapak.com) (indicating the date on which it was received together with any other information which may help deal with the request).
- 5.3 Due to the time frame by which European data protection legislation demands that requests are dealt with, it is important that requests received from either Staff Members or non-Staff Members, are sent to the appropriate person without delay.

## **6. Verification process**

- 6.1 The Global Data Privacy Manager, or delegates, will make an initial assessment of the request to assess whether it has been received by Tetra Pak as controller or as a processor. They may also need to verify that the request has been validly made (which means they may need to request identification of the requestor).
- 6.2 If it is determined that a customer or other third party is the controller in relation to the relevant personal data and Tetra Pak is their processor, the customer or other third party will be notified as soon as possible and Tetra Pak will assist the controller with complying with the Data Subjects' Rights Request (in accordance with any contract terms which may be in place with the controller).
- 6.3 If determined that Tetra Pak is the controller of the personal data that is the subject of the request, the individual will be contacted in writing to confirm receipt of the Data Subjects' Rights Request and seek confirmation of identity (if not already validated).
- 6.4 If Tetra Pak is not exempt under applicable data protection laws from fulfilling the Data Subjects' Rights Request, then Tetra Pak will request any further information needed to action the individual's request. Once Tetra Pak has all the information it needs to action the Data Subjects' Rights Request, Tetra Pak will respond to the request in accordance with Article 10 below.

## **7. Exemption from requirement to respond to a Data Subjects' Rights Request**

- 7.1 Tetra Pak is only permitted to decline to act on a request if the request is excessive and/or manifestly unfounded (for example because repetitive requests having been made). In which case, Tetra Pak must be able to demonstrate the request is excessive and/or manifestly unfounded.
- 7.2 In some cases, specific additional exemptions may apply. Where specific exemptions relating to particular Data Subjects' Rights exist, these are explained below.
- 7.3 If Tetra Pak is exempt from the requirement of fulfilling the Data Subjects' Rights Request, then Tetra Pak will notify the individual if it intends to decline the Data Subjects' Rights Request and explain that an exemption applies.

## **8. Timeframe for acting on Data Subjects' Rights Requests**

- 8.1 Data Subject Requests must be responded to without undue delay and in no case later than one month of receipt of the request unless this is not possible because the request is particularly complex. With such complex cases, Tetra Pak will be entitled to extend the response period by up to two further months. Tetra Pak must give the individual notice within one month of receipt of the request of its intention to respond within this extended time period. The notice provided must explain the reasons for the delay.

## 9. Charging for Data Subjects' Rights Requests

- 9.1 Tetra Pak is not permitted to charge for acting on a Data Subjects' Rights Request unless Tetra Pak is exempt from the obligation to act on the request (see above) but is prepared to act on the request anyway. In which case a reasonable fee may be charged taking into account the administrative costs of proofing the information or communication or taking the action requested.

## 10. Requests for access to personal data

**The right of access:** This is a right for an individual to obtain confirmation whether a controller processes personal data about them and, if so, to be provided with details of that personal data and access to it.

### a. Information to be provided in response to a request

- 10.1 An individual is entitled to request a copy of his or her personal data from Tetra Pak. Where an individual makes such a request, Tetra Pak must confirm whether it holds and is processing personal data about that individual and if so provide that personal data to the individual in intelligible form.

- 10.2 The individual making the request should also be provided with the following information:

- A description of the personal data and categories of personal data concerned;
- The envisaged period for which the personal data will be stored;
- The purposes for which they are being held and processed;
- The recipients or classes of recipients to whom the information is, or may be, disclosed by the controller;
- Confirmation of the individual's right to request rectification or erasure of his or her personal data or to restrict or object to its processing;
- Confirmation of the individual's right to lodge a complaint with a competent data protection authority;
- Details about the source of the personal data if it was not collected from the individual;
- Details about whether the personal data is subject to automated decision-making (including profiling); and
- Where personal data is transferred from the European Economic Area to a country outside of the European Economic Area, the appropriate safeguards that Tetra Pak has put in place relating to such transfers in accordance with European data protection laws.

### b. Format of requests

- 10.3 An access request does not have to be official or mention data protection law to qualify as a valid request.

10.4 An access request does not need to be made in writing and can be made orally to the Global Data Privacy Manager but it is helpful if it is made in writing (for record keeping purposes). If made in writing it is also helpful if the individual provides their email address and confirms whether the information can be sent to them by email (or other means by which they prefer to receive the information). Requests made electronically (e.g., by email) must be responded to electronically (in a commonly used format) unless the individual stipulates otherwise. Individuals may ask for information to be provided orally instead.

c. Exemptions

10.5 Tetra Pak is not permitted to refuse to comply with an access request unless it can demonstrate that it is not in the position to identify the individual who is making the request or Tetra Pak is exempt from its obligations to comply (see above at Article 7 regarding exemptions).

**11. Requests to rectify personal data**

**The right to rectification:** This is a right for an individual to obtain rectification without undue delay of inaccurate personal data a controller may process about him or her.

a. Rectification by Tetra Pak

11.1 If Tetra Pak holds inaccurate or incomplete information about an individual, the individual is entitled to request that the information is rectified.

b. Rectification by third parties

11.2 If Tetra Pak rectifies an individual's information further to such a request, Tetra Pak must also notify third parties that are affected by this rectification so that the said third parties can make a corresponding rectification.

c. Supplementary statements to complete information

11.3 If a request to rectify information involves ensuring it is complete, the individual may provide a supplementary statement for Tetra Pak to complete the personal data held about them.

**12. Requests to erase personal data ("right to be forgotten")**

**The right to erasure:** This is a right for an individual to require a controller to erase personal data about them on certain grounds – for example, where the personal data is no longer necessary to fulfil the purposes for which it was collected.

a. Circumstances in which right to erasure applies

12.1 An individual may request that Tetra Pak erases their personal data in the following circumstances:

- The personal data is no longer necessary for the purpose for which it was collected or otherwise processed;
- The personal data was unlawfully processed by Tetra Pak;
- If the processing was on the basis of consent from the individual and they withdraw their consent (and no other legitimate grounds for processing the information exists);
- The individual objects to the processing (see below) and no overriding legitimate grounds exist for processing the information; and
- The personal data needs to be erased to comply with Tetra Pak's legal obligations.

b. Erasure of personal data by third parties

12.2 If Tetra Pak erases an individual's information further to such a request, Tetra Pak must also notify third parties that are affected by this rectification.

12.3 If Tetra Pak has made the personal data public, and is obliged to erase the personal data pursuant to a Data Subjects' Rights Request, it must take reasonable steps, including technical measures (taking account of available technology and the cost of implementation), to inform controllers which are processing the personal data that the individual has requested the erasure by such controllers of any links to, or copy or replication of, the personal data.

c. Exemptions

12.4 In addition to the general exemption referred to in Article 7 above, Tetra Pak is exempt from the obligation to erase personal data where the processing of the information is necessary for:

- Compliance with Tetra Pak's legal obligations;
- Establishing, exercising or defending legal claims;
- Scientific, historical or statistical purposes and erasure of the personal data would make this processing impossible or seriously impair it.
- In addition, although unlikely to apply to Tetra Pak the following exemptions exist:
  - Public interest reasons as follows: performance of a task carried out in the public interest, exercise of official authority vested in Tetra Pak, for public health reasons or archiving in the public interest;
  - Exercising the right of freedom of expression and information.

### 13. Right to object to processing

**The right to object:** This is a right for an individual to object, on grounds relating to his or her particular situation, to a controller's processing of personal data about him or her, if the processing is on the grounds that it is for the legitimate interests of the controller.

#### a. Circumstances in which individuals can object to processing

13.1 If Tetra Pak is relying on the grounds that the processing is in Tetra Pak's legitimate interests to process personal data, an individual may object to that processing. See Section B related to obligations when processing personal data for more information on the permitted grounds for processing personal data.

#### b. Exemptions

13.2 In addition to the general exemption referred to in Article 7 above, Tetra Pak is exempt from the obligation to cease processing the personal data further to an objection if:

- Tetra Pak can demonstrate it has compelling legitimate grounds for processing the information which override the interests, rights and freedoms of the individual;
- The processing is to establish, exercise or defend a legal claim; and
- The processing is for scientific, historical or statistical purposes carried out in the public interest (this exemption is unlikely to apply to Tetra Pak).

### 14. Right to restriction

**The right to restriction:** This is a right for an individual to require a controller to restrict processing of personal data about them on certain grounds.

14.1 Where certain grounds are met (e.g., where a data subject has contested the accuracy of data) and a period of time is required for Tetra Pak to verify the accuracy of the personal data, the processing of the individual's personal data will need to be discussed.

### 15. Right to data portability

**The right to data portability:** This is a right for an individual to receive personal data concerning him or her from a controller in a structured, commonly used and machine-readable format and to transmit that information to another controller, if the processing is based on consent of the individual pursuant to Article 6(1) a. or Article 9(2) a., or on a contract pursuant to Article 6(1) b., and if the processing is carried out by automated means.

15.1 Data portability requests would be assessed in accordance with applicable rules to the extent that they apply to Tetra Pak data processing activities.

**16. Right not to be subject to automated decision making (including profiling)**

**The right not to be subject to automated decision making:** This is a right to object to an automated decision made about an individual (i.e. without a human involved) which has a legal or other similar effect on the individual. Individuals can ask for human intervention in the process.

- 16.1 Tetra Pak acknowledges this right and the right of an individual to object in the unlikely event that Tetra Pak would make automated decision.

**17. Right to object to direct marketing**

**The right to object to direct marketing:** Individuals have the right to object to direct marketing, including profiling relating to direct marketing.

- 17.1 Tetra Pak acknowledges this right and the right of an individual to object to direct marketing.

---

## **Appendix C – Complaints Handling Procedure**

### **1. Scope**

The Complaints Handling Procedure may be used in order to submit a complaint about a BCR Member's compliance with the BCRs.

### **2. Submitting a complaint**

Data subjects may file complaints with the Global Data Privacy Manager at [privacy@tetrapak.com](mailto:privacy@tetrapak.com).

### **3. Responsibilities for handling complaints**

The relevant DPR, together with any locally-appointed DPO (if applicable), will handle complaints arising under the BCRs in conjunction with the relevant IMSO and ultimately the Global Data Privacy Manager and will liaise with colleagues from relevant business and organisation units as appropriate to deal with complaints.

### **4. Response time**

The relevant DPR will acknowledge receipt of a complaint to the individual concerned. Complaints must be dealt with; i.e. investigating and providing the complaining party with a response, without undue delay and in any event within one month from receipt. If, due to the complexity of the complaint and the number of requests, a response cannot be given within this time period, the relevant DPR will advise the complaining party accordingly and provide a reasonable estimate of the anticipated response time which in such case may be extended, however not longer than two additional months.

### **5. Challenging the initial response**

If the complainant wishes to challenge the response of the relevant DPR, he/she may notify the relevant DPR accordingly, and the matter will then be referred to the relevant IMSO, any locally-appointed DPO (if applicable) or ultimately to the Global Data Privacy Manager as appropriate.

The IMSO, any locally appointed DPO and/or the Global Data Privacy Manager will review the complaint and advise the complaining party of his/her decision either to accept the original finding or to substitute a new finding. The IMSO, any locally-appointed DPO (if applicable) or Global Data Privacy Manager will respond to the complaining party within six months of the referral.

If a complaint is upheld in either case, the relevant IMSO, any locally-appointed DPO (if applicable) or Global Data Privacy Manager shall make appropriate arrangements to rectify the matter.

## **6. Further steps**

The data subject may also be able to lodge a complaint or seek redress before a competent supervisory authority or judicial authority. For more information, please see section 7.2 of the BCRs.