

GDPR Guidelines for Affiliate Partners

With the coming into effect of the European Union's General Data Protection Regulation ("GDPR") on 25 May 2018, Booking.com needs to ensure that its affiliate partners are aware of GDPR and comply with its obligations when dealing with personal data.

As part of Booking.com's efforts to comply with the GDPR, we have released a new Privacy Statement for Business Partners, describing how Booking.com collects and processes any personal data relating to business partners, including affiliate partners (such as owners, representatives and staff members). The Privacy Statement can be found [here](#). We advise you to read carefully.

We have furthermore created the following Guidelines which apply to the extent you as an affiliate partner process personal data of customers in the context of our Agreement. The Guidelines shall be deemed included in the Agreement you as an affiliate partner have with Booking.com:

- Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of any personal data of customers processed under the Agreement, including by implementing appropriate technical and organisational measures to protect such personal data from unauthorised use or release. If the affiliate partners processes payment card information of customers as a result of the Agreement, affiliate partners shall comply and have its service providers comply with the Payment Card Industry Data Security Standard (PCI) issued by the major credit card companies. Each Party shall be the data controller for the personal data it holds and processes and shall be responsible for its own compliance with applicable data protection law. Each Party shall only provide personal data to the other Party provided that it has a legal basis to do so.
- If a Party processes personal data of customers, they will do so in accordance with a privacy statement made available to the customer in a transparent manner at the point of collection of data or immediately thereafter as permitted by applicable law.
- If personal data of customers is being shared with Booking.com by an affiliate partner for the fulfilment of the reservation, either a hyperlink to the Booking.com privacy statement should be displayed or a hyperlink referring to all of the terms contained within the Booking.com privacy statement should be displayed - with the former option preferred. Affiliate partners shall (a) retain proof of having displayed such hyperlink, and if required by applicable law, having obtained consent from the customers, for a period of at least 2 years from the date the personal data was shared, and (b) make available to Booking.com such proof upon request.
- As required by applicable law, affiliate partner shall cooperate with Booking.com and shall provide all reasonable assistance in the event (i) a customer wishes to exercise its right of access, correction, erasure, objection or portability, or (ii) a request is made by a competent regulator, including a request for Booking.com to demonstrate its compliance with applicable law in relation to any personal data processed or shared under the Agreement between the affiliate partner and Booking.com.
- In case of a security incident or data breach, affiliate partner shall not notify customers or authorities by referring to Booking.com without Booking.com's prior consultation. Unless agreed otherwise, affiliate partner acknowledges that Booking.com is solely responsible for notifying customers and/or authorities of security incidents or breaches affecting the Booking.com systems.

In the event that affiliate partner has any questions in relation to the Privacy Statement for Business Partners or these Guidelines, affiliate partner may contact Booking.com at dataprotectionoffice@booking.com.

By continuing your relationship with Booking.com, you acknowledge receipt of the Privacy Statement for Business Partners and agree to the above Guidelines.