Terms of use of the platform and personal data protection

1. Purpose of the platform.

The purpose of this document is to inform you, the user, of the conditions for access to and use of the platform. The purpose of this platform is to provide certain services Beam Suntory group employees, consisting of the distribution of group merchandising to employees that register with the platform and request these services.

Registration and use of the platform for the purchase of merchandising by the employee-user will require full acceptance of the provisions of these conditions.


2.1. Proper use of the platform. The user undertakes to make diligent use of this platform and the services accessible therefrom, in full compliance with the law, common decency and Beam Suntory group policies. Under no circumstances may the user alter, circumvent or manipulate any protection devices or security systems that may be installed on the platform.

2.2. Password use. The User takes responsibility for choosing a suitable password and undertakes to keep it safe and use with due care. The password is personal and non-transferable and may not be passed, even temporarily, to third parties. In this regard, the user must take the necessary steps to keep their chosen password safe and ensure that it is not used by third parties. Consequently, the user is the sole party responsible for the use of the password, completely indemnifying the Beam Suntory group. In the event that the user becomes aware or suspects that their password is being used by third parties, they should immediately inform Beam Suntory.

2.3. Accuracy of information. All of the information the user provides in the registration form must be accurate and up to date. To this end, the user guarantees the accuracy of all the data communicated via the forms required to sign up to the services. The user will also be responsible for keeping all of the information provided up to date at all times. In any event, the user will be solely responsible for any false or inaccurate representation or damages caused to the Beam Suntory group or other third parties as a result of the information the user provides. The information and documentation we ask for are used to identify you as a Beam Suntory employee in order to provide the services offered through the platform, i.e. correctly managing orders for merchandising material.

2.4. The Beam Suntory group reserves the right to remove, without warning, any content that it considers inappropriate to the characteristics and purpose of the platform. Beam Suntory cannot control all of the content published, therefore it cannot take responsibility for content uploaded by the user. Users that upload comments or content that contravenes the legislation in force will be liable for any resulting damages or other consequences.

3. Intellectual and industrial property rights.

All exploitation rights to the platform, which is governed by Spanish law, and protected by Spanish and international legislation on intellectual and industrial property, are reserved.

All content displayed on the platform, in particular articles, designs, text, graphics, logos, icons; PHP, HTML, FLASH, Javascript and CSS code, software, trade names, brands, industrial designs or any other elements for industrial or commercial use are subject to the intellectual and industrial property rights belonging to Beam Suntory and/or those belonging to third parties who have authorised their inclusion on the platform.

The distribution, modification, alteration, transfer, making available to the public or any other activity that has not been expressly authorised by the holder of the exploitation rights is forbidden. Any unauthorised
use of the materials and information contained on the platform constitutes a breach of the legislation on intellectual or industrial property and other applicable laws.

4. Protection of personal data.

The Beam Suntory group is aware that it is of paramount importance to users that their personal data is processed responsibly. The Beam Suntory group therefore complies with all applicable data protection legislation, establishing security mechanisms and procedures for the handling of this data.

4.1. Lawful basis for collecting and processing personal data. When you decide to register on the Beam Suntory group’s merchandising platform, you will be asked to provide the basic data necessary to achieve the purposes the platform is designed for and for which you must give your express and explicit consent, the lawful basis for the processing of their data for the purposes described in this document.

The required data is specified in the form. Failure to supply this data will result in being unable to register for the platform. In order to register, the User must complete the initial electronic form and accept these terms of use and data protection rules.

4.2. Right to information. In order to adequately provide the services, the user is requested to provide additional information including the personal data necessary for the aforementioned functions and purposes. Users’ data is processed in order to provide the aforementioned services, and is always done within the limits of the established legal framework.

The user is hereby informed and expressly accepts that their personal data will be processed by the Company and included in the corresponding files held by Beam Suntory.

4.3. Purposes of collecting and processing personal data. The data provided by users through the corresponding registration form on the platform is collected by the Beam Suntory group for the purpose of managing orders placed by users, providing and improving the services provided through the platform, designing new services and managing the sending of technical, operational and marketing information by traditional and/or electronic methods. Under no circumstances may this data be used for user profiling.

4.4. Storing personal data. Beam Suntory will store users’ personal data for the minimum period required to achieve the purposes it was collected for. In the event that any data is stored once the mentioned purposes have been achieved in order to defend any subsequent legal claims, the data will be duly blocked.

4.5. Mandatory or optional nature of the information provided by the user and accuracy of the data. The fields marked as mandatory in the registration form are strictly necessary to deal with your request. The inclusion of data in the remaining fields is optional. The user guarantees that the personal data provided is accurate and is responsible for communicating any modifications to these data. The user also guarantees that all of the personal information they provide is kept up-to-date. It is incumbent on the user to keep their data updated at all times. The user is solely responsible for any inaccurate or false data they provide and any damages this may cause to the Beam Suntory group or third parties as a result of using the services offered.

4.6. Electronic communications. Users must give their express consent to receive electronic communications related to the services provided at the user’s request. In the event that users do not give their express consent for this specific purpose, they will not be sent electronic communications.

4.7. Security measures. The Beam Suntory group informs users that it has adopted the legally-established technical and organisational measures for automated personal data files. These measures guarantee the security of the personal data and prevent them from being altered or lost, as well as preventing unauthorised processing or access, taking into account the state of technology, the nature of the data stored and the risks they are exposed to, pursuant to the provisions of the data protection and data security legislation in force.
The Beam Suntory group undertakes to comply with the obligation to secrecy and confidentiality with regard to the personal data contained in the automated file in accordance with the applicable legislation, as well as to process them securely in the event of any data transfers.

4.8. User’s consent to personal data being disclosed to third parties. Users’ personal data may be disclosed to other group companies or to third parties in order to provide the service, specifically, the supplier of the merchandising material.

4.9. International transfers. The user is hereby informed and expressly accepts that their personal data may be subjected to international transfers by virtue of the service agreements the Beam Suntory group has entered into or may enter into in the future with companies established in third countries outside of the European Economic Area due to the company’s organisational needs and which may not offer an adequate level of protection. In any case, these international transfers are subject to strict compliance with the applicable Spanish and European legislation on the provision of adequate guarantees.

4.10. Rights of access, rectification, objection, erasure, restriction of processing, data portability, withdrawal of consent, and accuracy and updating of data.

The user may, at any time, exercise their rights of access, rectification, erasure and data portability, the right to request restriction or object to the processing of their data, as well as any other rights granted to them by virtue of the provisions of the General Data Protection Regulation in force. The user may also withdraw their consent for the purposes described in this policy at any time.

These rights can be exercised by changing the platform settings or by writing to the data controller at Beam Suntory’s offices at Calle Mahonia 2, Planta 1ª, 28043 Madrid, clearly indicating which right you wish to exercise, or alternatively by sending an email to the email address given below. In both cases you must send a copy of your identity document along with your request.

In the event of any problems or any questions or disputes with regard to our data protection policy, you may contact us directly at dpo@beamsuntory.com.

If you believe your rights have been violated, you are hereby informed that you may file a claim with the competent personal data protection supervisory authority if you are not satisfied with the way your request has been handled by the data controller.

4.11. Data controller.

Beam Suntory Spain S.L, the bearer of Tax Identification Number B28208767. Registered offices:Calle Mahonia 2, Planta 1ª, 28043 Madrid.


The Company’s Data Protection Officer is María del Pino Bermúdez de la Puente whose contact details are dpo@beamsuntory.com.

4.13. Amendments to this data protection policy.

Beam Suntory reserves the right to amend this policy in order to adapt it to new legislation or case law decisions, as well as to industry practices, and will inform users in advance of any changes to it.

Beam Suntory also reserves the right not to provide services to users that do not comply with the legal terms and conditions of use or the applicable legislation.