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**Shared by Guy on 05-09-2022**

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# Question 1

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**Question Type:** MultipleChoice

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## SCENARIO

Please use the following to answer the next Question: 01

Louis, a long-time customer of Bedrock Insurance, was involved in a minor car accident a few months ago. Although no one was hurt, Louis has been plagued by texts and calls from a company called Accidentable offering to help him recover compensation for personal injury. Louis has heard about insurance companies selling customers' data to third parties, and he's convinced that Accidentable must have gotten his information from Bedrock Insurance.

Louis has also been receiving an increased amount of marketing information from Bedrock, trying to sell him their full range of their insurance policies.

Perturbed by this, Louis has started looking at price comparison sites on the internet and has been shocked to find that other insurers offer much cheaper rates than Bedrock, even though he has been a loyal customer for many years. When his Bedrock policy comes up for renewal, he decides to switch to Zantrum Insurance.

In order to activate his new insurance policy, Louis needs to supply Zantrum with information about his No Claims bonus, his vehicle and his driving history. After researching his rights under the GDPR, he writes to ask Bedrock to transfer his information directly to Zantrum. He also takes this opportunity to ask Bedrock to stop using his personal data for marketing purposes.

Bedrock supplies Louis with a PDF and XML (Extensible Markup Language) versions of his No Claims Certificate, but tells Louis it cannot transfer his data directly to Zantrum as this is not technically feasible. Bedrock also explains that Louis's contract included a

provision whereby Louis agreed that his data could be used for marketing purposes; according to Bedrock, it is too late for Louis to change his mind about this. It angers Louis when he recalls the wording of the contract, which was filled with legal jargon and very confusing.

In the meantime, Louis is still receiving unwanted calls from Accidentable Insurance. He writes to Accidentable to ask for the name of the organization that supplied his details to them. He warns Accidentable that he plans to complain to the data protection authority, because he thinks their company has been using his data unlawfully. His letter states that he does not want his data being used by them in any way.

Accidentable's response letter confirms Louis's suspicions. Accidentable is Bedrock Insurance's wholly owned subsidiary, and they received information about Louis's accident from Bedrock shortly after Louis submitted his accident claim. Accidentable assures Louis that there has been no breach of the GDPR, as Louis's contract included, a provision in which he agreed to share his information with Bedrock's affiliates for business purposes.

Louis is disgusted by the way in which he has been treated by Bedrock, and writes to them insisting that all his information be erased from their computer system.

Based on the GDPR's position on the use of personal data for direct marketing purposes, which of the following is true about Louis's rights as a data subject?

### Options:

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- A) Louis does not have the right to object to the use of his data because he previously consented to it.
- B) Louis has the right to object at any time to the use of his data and Bedrock must honor his request to cease use.
- C) Louis has the right to object to the use of his data, unless his data is required by Bedrock for the purpose

of exercising a legal claim.

**D)** Louis does not have the right to object to the use of his data if Bedrock can demonstrate compelling legitimate grounds for the processing.

**Answer:**

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B

## Question 2

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**Question Type:** MultipleChoice

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### SCENARIO

Please use the following to answer the next question:

Javier is a member of the fitness club EVERFIT. This company has branches in many EU member states, but for the purposes of the GDPR maintains its primary establishment in France. Javier lives in Newry, Northern Ireland (part of the U.K.), and commutes across the border to work in Dundalk, Ireland. Two years ago while on a business trip, Javier was photographed while working out at a branch of EVERFIT in Frankfurt, Germany. At the time, Javier gave his consent to being included in the photograph, since he was told that it would be used for promotional purposes only. Since then, the photograph has been used in the club's U.K. brochures, and it features in the landing page of its U.K. website. However, the fitness club has recently fallen into disrepute due to widespread mistreatment of members at various branches of the club in several EU member states. As a result, Javier no longer feels comfortable with his photograph being publicly associated with the fitness club.

After numerous failed attempts to book an appointment with the manager of the local branch to discuss this matter, Javier sends a letter to EVETFIT requesting that his image be removed from the website and all promotional materials. Months pass and Javier, having received no acknowledgment of his request, becomes very anxious about this matter. After repeatedly failing to contact EVETFIT through alternate channels, he decides to take action against the company.

Javier contacts the U.K. Information Commissioner's Office ('ICO' -- the U.K.'s supervisory authority) to lodge a complaint about this matter. The ICO, pursuant to Article 56 (3) of the GDPR, informs the CNIL (i.e. the supervisory authority of EVERFIT's main establishment) about this matter. Despite the fact that EVERFIT has an establishment in the U.K., the CNIL decides to handle the case in accordance with Article 60 of the GDPR. The CNIL liaises with the ICO, as relevant under the cooperation procedure. In light of issues amongst the supervisory authorities to reach a decision, the European Data Protection Board becomes involved and, pursuant to the consistency mechanism, issues a binding decision.

Additionally, Javier sues EVERFIT for the damages caused as a result of its failure to honor his request to have his photograph removed from the brochure and website.

Under the cooperation mechanism, what should the lead authority (the CNIL) do after it has formed its view on the matter?

### **Options:**

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- A)** Submit a draft decision to other supervisory authorities for their opinion.
- B)** Request that the other supervisory authorities provide the lead authority with a draft decision for its consideration.
- C)** Submit a draft decision directly to the Commission to ensure the effectiveness of the consistency mechanism.
- D)** Request that members of the seconding supervisory authority and the host supervisory authority co-draft a decision.

**Answer:**

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B

## Question 3

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**Question Type:** MultipleChoice

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### SCENARIO

Please use the following to answer the next question:

Javier is a member of the fitness club EVERFIT. This company has branches in many EU member states, but for the purposes of the GDPR maintains its primary establishment in France. Javier lives in Newry, Northern Ireland (part of the U.K.), and commutes across the border to work in Dundalk, Ireland. Two years ago while on a business trip, Javier was photographed while working out at a branch of EVERFIT in Frankfurt, Germany. At the time, Javier gave his consent to being included in the photograph, since he was told that it would be used for promotional purposes only. Since then, the photograph has been used in the club's U.K. brochures, and it features in the landing page of its U.K. website. However, the fitness club has recently fallen into disrepute due to widespread mistreatment of members at various branches of the club in several EU member states. As a result, Javier no longer feels comfortable with his photograph being publicly associated with the fitness club.

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Additionally, Javier sues EVERFIT for the damages caused as a result of its failure to honor his request to have his photograph removed from the brochure and website.

Under the cooperation mechanism, what should the lead authority (the CNIL) do after it has formed its view on the matter?

### Options:

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- A) Submit a draft decision to other supervisory authorities for their opinion.
- B) Request that the other supervisory authorities provide the lead authority with a draft decision for its consideration.
- C) Submit a draft decision directly to the Commission to ensure the effectiveness of the consistency mechanism.
- D) Request that members of the seconding supervisory authority and the host supervisory authority co-draft a decision.

### Answer:

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B

## Question 4

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**Question Type:** MultipleChoice

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### SCENARIO

Please use the following to answer the next question:

WonderkKids provides an online booking service for childcare. Wonderkids is based in France, but hosts its website through a company in Switzerland. As part of their service, WonderKids will pass all personal data provided to them to the childcare provider booked through their system. The type of personal data collected on the website includes the name of the person booking the childcare, address and contact details, as well as information about the children to be cared for including name, age, gender and health information. The privacy statement on Wonderkids' website states the following:

"WonderkKids provides the information you disclose to us through this website to your childcare provider for scheduling and health and safety reasons. We may also use your and your child's personal information for our own legitimate business purposes and we employ a third-party website hosting company located in Switzerland to store the dat

a. Any data stored on equipment located in Switzerland meets the European Commission provisions for guaranteeing adequate safeguards for you and your child's personal information. We will only share you and your child's personal information with businesses that we see as adding real value to you. By providing us with any personal data, you consent to its transfer to affiliated businesses and to send you promotional offers."

"We may retain you and your child's personal information for no more than 28 days, at which point the data will be depersonalized, unless your personal information is being used for a legitimate business purpose beyond 28 days where it may be retained for up to 2 years."



"We are processing you and your child's personal information with your consent. If you choose not to provide certain information to us, you may not be able to use our services. You have the right to: request access to you and your child's personal information; rectify or erase you or your child's personal information; the right to correction or erasure of you and/or your child's personal information; object to any processing of you and your child's personal information. You also have the right to complain to the supervisory authority about our data processing activities."

What direct marketing information can WonderKids send by email without prior consent of the person booking the childcare?

**Options:**

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- A) No marketing information at all.
- B) Any marketing information at all.
- C) Marketing information related to other business operations of WonderKids.
- D) Marketing information for products or services similar to those purchased from WonderKids.

**Answer:**

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C

## Question 5

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**Question Type: MultipleChoice**

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## SCENARIO

Please use the following to answer the next Question: 01

Louis, a long-time customer of Bedrock Insurance, was involved in a minor car accident a few months ago. Although no one was hurt, Louis has been plagued by texts and calls from a company called Accidentable offering to help him recover compensation for personal injury. Louis has heard about insurance companies selling customers' data to third parties, and he's convinced that Accidentable must have gotten his information from Bedrock Insurance.

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### **Options:**

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- A)** Louis does not have the right to object to the use of his data because he previously consented to it.
- B)** Louis has the right to object at any time to the use of his data and Bedrock must honor his request to cease use.
- C)** Louis has the right to object to the use of his data, unless his data is required by Bedrock for the purpose of exercising a legal claim.
- D)** Louis does not have the right to object to the use of his data if Bedrock can demonstrate compelling legitimate grounds for the processing.

**Answer:**

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B

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