

Code of Conduct for Reserved Public Passenger Transport Journeys

1. BACKGROUND

- 1.1 This Code of Conduct is solely intended to regulate the processing of personal data which is necessary for reservations and providing public passenger transport journeys in Sweden, i.e. passenger transport using means of public transport such as bus, train, tram, underground and boat which are available to the public. The code does not govern other processing of personal data such as that which carried out by Retailers and Operators in connection with the reserving and providing a journey.
- 1.2 Full details regarding the processing of personal data carried out by each Retailer and Operator shall be provided to the data subjects by the respective party.
- 1.3 This Code of Conduct has been prepared by Samtrafiken i Sverige AB in consultation with MTR Express AB, SJ AB, Stockholm County's County Council, the Public Transport Administration, Skåne County's County Council, Svenska Tågkompaniet AB, Länstrafiken i Västerbotten AB, the County Council of Kalmar County, Västtrafik AB, Bergslagståget AB, SilverRail Technologies AB, the Association of Swedish Travel Agents and Tour Operators (SRF), Jernhusen AB, the Swedish Public Transport Administration and the Swedish Passengers Federation, as well Nobina Europe AB. Samtrafiken i Sverige is a company owned by transport companies and its business is aimed at making public travel easier, more accessible and more reliable.
- 1.4 This Code of Conduct has been sent to the Swedish Data Protection Authority for review and approval. However, at the time of the preparation of this version, the Swedish Data Protection Authority has not yet replied.

2. APPLICABILITY

- 2.1 This Code of Conduct supplements the data protection legislation applicable in Sweden from time to time in connection with making a reservation and carrying out reserved public passenger transport journeys in Sweden.

3. DEFINITIONS

- 3.1 The definitions set forth in Article 4 of General Data Protection Regulation are also applicable to this Code of Conduct. As a supplement to the definitions set forth in the General Data Protection Regulation, the following definitions shall have the meanings as set forth below.
- 3.1.1 **“Reserving Party”** – a natural person who reserves a journey on their own behalf and/or another party's behalf.

- 3.1.2 “**The General Data Protection Regulation**” – Regulation (EU) 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 Directive 95/46/EC (General Data Protection Regulation).
- 3.1.3 “**Customer Service**” – a business function at Retailers and Operators to respond to the data subjects’ questions regarding Service Disruptions and complaints by data subjects.
- 3.1.4 “**Accompanying Staff**” – assistance in accordance with Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations such as Accompanying Staff On Board and Station Staff.
- 3.1.5 “**Accompanying Staff On Board**” – accompanying staff, which means that every reasonable effort shall be made to provide assistance to disabled persons or persons with reduced mobility such that they are given access to the same service on board trains as other passengers where such person’s disability or reduced mobility prevents him or her from independently and safely using these services.
- 3.1.6 “**Operator(s)**” – public or private undertaking conducting public passenger transport operations in Sweden, i.e. passenger transport using public transport means such as bus, train, tram, underground and boat which are available to the public and the services of which are available in a reservation system.
- 3.1.7 “**Traveller**” – a natural person travelling with one or more Operators.
- 3.1.8 “**Special Seating**” – wheelchair space, wheelchair space with seats, seats for disabled persons without wheelchairs and seats where animals are not permitted.
- 3.1.9 “**Station Staff**” – accompanying staff, which means that every reasonable effort shall be made to offer assistance free of charge to disabled Travellers or Travellers with reduced mobility such that they can board departing trains, switch to connecting trains or disembark from arriving trains for which they hold a ticket.
- 3.1.10 “**Service Disruptions**” – where an Operator cannot provide a journey as agreed at the time the reservation was made.
- 3.1.11 “**Retailer**” – legal person (normally a travel agency or Operator) which has access to one or more of the Operator’s range of travel services and products in a reservation system and which is entitled to make reservations and sell one or more of the Operator’s range of products and services and is obliged to reserve Accompanying Staff in its capacity as a ticket vendor in accordance with Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007.

4. COLLECTION OF PERSONAL DATA

4.1 In connection with the reservation and sale of a journey, Retailers collect personal data necessary for, among other things, the purposes set forth in sections 4.5 and 6.3 below. The legal basis for the Retailer's processing of personal data is the agreement with the Traveller and the Reserving Party. The Reserving Party enters into an agreement on behalf of the Traveller where the Traveller does not make a reservation personally. Thus, the Traveller becomes a party to the agreement with the Retailer. The legal basis for processing personal data related to a Party Making a Reservation that represents a legal person is a legitimate interest as well as a public authority's general interest.

4.2 The Retailer is a controller of the processing of personal data which takes place in connection with the reservation of a journey.

4.3 Reservation of a journey may take place by the data subject personally, or through a representative, providing necessary information for the reserved travel to be carried out. A reservation may take place via input in a digital interface or by means of personal service via telephone or in a shop.

4.4 **Categories of personal data which is collected**

4.4.1 The categories of personal data collected regarding the Reserving Party and processed in order to carry out a reservation are determined by the terms and conditions of the Retailer which is to carry out the reservation. The categories of personal data which are processed in most cases are first name, last name, email address, telephone number and, where applicable, agreement number.

4.4.2 The categories of personal data collected regarding the Traveller and processed in order to enable the carrying out of the agreed journey are determined by the terms and conditions of travel of the Operators which will carry out the journey. The categories of personal data which, in most cases, are processed are first name, last name, age (where the terms and conditions of travel prescribe such) sees, the category of the Traveller, email address, telephone number and, where applicable, any loyalty programs and personal volume/fixed-period travel passes.

4.4.3 When the reservation of the agreed journey has been made, the reservation is linked to a reservation number. In addition, the reservation may also, for example, contain information regarding the date of the reservation, the date of the journey, ticket number, train number/line number, from station to station, via station, seat/carriage, class, whether the ticket is reimbursable or refundable, other services (Wi-Fi, meals, special food, etc.), the Retailers and Operators involved in the journey, and the price and manner of payment for the journey.

4.5 **Purpose of the processing of the collected personal data**

4.5.1 The purpose of the processing of the collected personal data is to be able to reserve and provide of an agreed journey. The personal data must be processed in order for the Retailer and the Operator to contact the Traveller for the purpose of providing the Traveller with general information regarding the journey or in order to give the Traveller an itinerary in the event of Service Disruptions. The Operators involved in providing a journey and the Retailer also need the information in order to handle any complaints.

5. SHARING PERSONAL DATA

5.1 The personal data collected by the Retailer in order to provide a reserved journey is shared by the Retailer with the Operator(s) that will provide the reserved journey. The Operators which are given access to personal data as a result of a reserved journey are controllers of the personal data which they gain access to and the processing they carry out in relation thereto. The Operator is only entitled to process personal data related to reservations for which it provides all or part of the journey. The legal bases for the Operator's processing of personal data for the purposes as set forth in section 4.5 are the agreement with the Traveller and a legitimate interest, as well as a public authority's general interest with respect to the Reserving Party.

5.2 The sharing of personal data may take place via suppliers of reservation systems, support systems and interfaces which, upon commission by the Retailer of travel services, make accessible information regarding the reserved journey and necessary personal data associated therewith to the Operators which will provide all or part of the journey.

5.3 Before the journey

5.3.1 Between the time of the reservation and the provision of the journey, the following categories of functions may process personal data associated with a reserved journey:

- Customer Service of the Retailer of the travel service and Operators providing all or part of the journey;
- Personnel of Operators which are to provide all or part of the journey; and
- the Operator's reservation systems suppliers and support systems associated therewith.

5.3.2 The purpose of the processing which takes place between the time of reservation and provision of the journey is to ensure that agreed services and products can be provided to the Traveller, answer questions from the Traveller, contact the Traveller before the journey in order to provide general information regarding the journey, or to give the Traveller a different itinerary in connection with foreseeable Service Disruption.

5.4 During the journey

5.4.1 During the journey, the following categories of functions may process personal data associated with a reserved journey:

- Personnel of Operators which provide all or part of the journey;
- the Operator's reservation systems suppliers and support systems associated therewith; and
- Customer Service of the Operator which provides all or part of the journey.

5.4.2 The purpose of the processing which takes place during the journey is to provide the journey, verify tickets and contact the Traveller during a Service Disruption. In the event of a Service Disruption during an ongoing journey, the various Operators may also need to process personal data and transfer personal data to Operators other than those which were reserved for the relevant journey in order for the Traveller to reach the agreed final destination in an alternative manner and, if necessary, in order to provide food and lodging.

5.5 After the journey

5.5.1 After a journey, the following categories of functions may process personal data associated with a reserved journey:

- Customer Service of the Retailer which sold the journey and the Operators which provided all or part of the journey; and
- the Operator's reservation systems suppliers and support systems associated therewith.

5.5.2 The purpose of the processing which takes place after a journey and which is covered by this Code of Conduct is to handle complaints and pay compensation for delays.

6. ACCOMPANYING STAFF AND SPECIAL SEATING

6.1 In addition to the provisions otherwise stated in this Code of Conduct, the following provisions regarding processing of personal data shall apply to Accompanying Staff and the provision of Special Seating.

6.2 Collection and processing of personal data and legal basis for processing

6.2.1 In connection with reservation of a journey, data regarding a Traveller's disabilities may need to be collected and processed if required by Accompanying Staff. The foregoing may also apply in connection with reservation of Special Seating, where the need for such a seat must be verified in relation to the Traveller.

6.2.2 This personal data may require processing by the Reserving Party and by the Accompanying Staff before, during and after the journey in order to make it possible to provide the agreed journey.

6.2.3 To the extent health data must be processed in order to provide the journey, the legal basis for the processing of the health data is that the processing is necessary in order to perform a legal obligation incumbent on the Retailers, Operators and Accompanying Staff. Where Accompanying Staff or Special Seating requires verification, the relevant health data may be processed since the processing is necessary with regard to a significant public interest.

6.3 The purpose of the processing of the collected personal data

6.3.1 In connection with reserving Accompanying Staff, in addition to data necessary for provision of the journey, the type of disability the Traveller has is registered in order for Accompanying Staff to prepare and assist the Traveller in the best way. This data is processed by the Retailer of the travel service, the Operators which are responsible for providing all or part of the journey and the Accompanying Staff.

6.3.2 In connection with reserving Special Seating, the Traveller's disability may need to be processed where such a seat requires verification that the right type of seat can be reserved and to assist the Traveller in the best way.

6.4 Sharing of personal data

- 6.4.1 The personal data required by Accompanying Staff is shared via suppliers of the reservation systems, and thus associated support systems and interfaces, with the party reserving Accompanying Staff, providing Station Staff, and the Operator(s) responsible for Accompanying Staff On Board. The parties responsible for Station Staff and Accompanying Staff On Board are controllers of the personal data processing carried out for Accompanying Staff to be able to do their work.
- 6.4.2 The personal data necessary for use of Special Seating is shared with the Operators who are responsible for all or part of the journey and who require the information.
- 6.4.3 In the event of a Service Disruption during an ongoing journey, data regarding the need for Accompanying Staff, Special Seating and disabilities may also be shared with the Operators which manage a Service Disruption and with the parties which assist the Traveller in reaching his or her final destination.

7. MAINTENANCE AND PURGING OF PERSONAL DATA

- 7.1 Each Retailer and Operator shall provide information to the data subject regarding maintenance and purging of personal data.
- 7.2 Personal data and other information associated with a reserved journey is saved in a reservation system and related support systems for not less than sixty (60) days and not more than three hundred and sixty-five (365) days after all of the journeys in the travel agreement have or should have been provided and is thereafter purged in order to minimize the amount of stored data. The foregoing shall not affect the Traveller's rights to bring claims against Retailers of travel services and Operators under applicable law or agreements.
- 7.3 Retailers and Operators may choose to process personal data for a longer period than as stated above and also for purposes other than those regulated under this Code of Conduct. In the event the Retailer or Operator processes personal data for a period longer than as stated above, the Retailer or the Operator must provide information to the data subject including the purposes for which, and the legal basis for which, such processing takes place.

8. PERSONAL DATA BREACH

In the event of a personal data breach, it is the party which is the controller of personal data and the processing covered by the personal data breach which is responsible for reporting and rectifying the personal data breach. The controller has no reporting obligation in relation to any other controller.

9. RESPONSIBILITY AND FOLLOW-UP

- 9.1 **Responsibility**

- 9.1.1 The Retailer which has made the reservation of a journey and the Operator(s) which processes the personal data in order to manage and provide the reserved journey bear the overall responsibility for compliance with this Code of Conduct.
- 9.1.2 A processor which processes the personal data for the purposes governed by this Code of Conduct at the request of a party which is a controller under this Code of Conduct, is responsible for compliance with this Code of Conduct.
- 9.1.3 A controller which discloses personal data to a third party in order to manage and provide a reserved journey is obliged to provide such information and also otherwise take reasonable measures to allow the assumption that this Code of Conduct is being complied with by the party to which the data was disclosed.

9.1 **Follow-up**

- 9.2.1 Comments on the Code of Conduct as well as requests for changes to the Code of Conduct shall be addressed to Samtrafiken i Sverige AB.
- 9.2.2 Samtrafiken i Sverige AB shall convene and act as secretary for, without voting power, a council which shall manage follow-up regarding the Code of Conduct. The council shall consist of representatives of Retailers, Operators and Travellers. The Swedish Public Transport Administration, the Swedish Passengers Federation and the Association of Swedish Travel Agents and Tour Operators (SRF) and other organizations conducting corresponding operations shall be invited to participate in the council. Samtrafiken i Sverige AB shall also invite the Retailers and Operators which handle the most reserved journeys in Sweden annually to participate in the council.
- 9.2.3 The council will be convened as required, however not less than one (1) time per year to determine the need for changes to the Code of Conduct and to discuss views on the Code of Conduct.
- 9.2.4 Any person who is of the opinion that a Retailer or an Operator has failed to comply with the Code of Conduct must first report such purported noncompliance to the relevant organization for rectification. In the event the parties cannot agree, the person may report any complaints to the Data Protection Authority.