

PRIVACY POLICY

LAST UPDATED: JANUARY 2020

This privacy policy ("**Policy**") applies to the subsidiaries, associates and related corporations of Hongkong Land Holdings Limited that are incorporated in South Asia (being, at the date of this policy, Singapore, Malaysia, Vietnam, Thailand, Indonesia and the Philippines), including selected managing bodies of properties (e.g. Management Corporation Strata Title entities in Singapore) and selected joint venture entities (collectively, "**HKL**" or "**we**" or "**our**" or "**us**"), unless we or the joint venture entity or associate has notified you that another privacy policy applies. HKL is a member of the Hongkong Land group of companies (being the group of companies of which Hongkong Land Holdings Limited (including its successors and assigns) is the ultimate parent company) and the Jardine Matheson group of companies (being the group of companies of which Jardine Matheson Holdings Limited (including its successors and assigns) is the ultimate parent company) (collectively, the "**Group**"), but this privacy policy applies only to HKL and does not apply to the other members of the Group.

We take your privacy very seriously and have in place policies and practices dealing with data protection. We ask that you read this Policy carefully as it contains important information about our collection, use, processing and disclosure of personal data in our possession or under our control, including information on:

- i) our policies and practices for meeting our obligations under laws, regulations and guidelines which concern data protection;
- ii) how you may access and correct your personal data in our possession or control and exercise any other statutory rights; and
- iii) details of our data protection complaints procedure.

1. COLLECTION OF PERSONAL DATA

1.1 Personal data that HKL collects refers to data or information about you from which you can be identified either (a) from that data alone; or (b) from that data combined with other information.

1.2 Examples of personal data which you may provide to us include: (i) your name, national registration identification number, passport number or other identification number, date of birth, gender, nationality, telephone number(s), residential and/or mailing address, email address, facial images in a photograph or video recording, fingerprint and any other information relating to you which you have provided to us in any form you have submitted to us, or in other forms of interaction with you; (ii) information about your use of our websites and services, including cookies, IP addresses, subscription account details and membership details; (iii) employment details, education background and income levels; and (iv) your payment related information, such as your bank account or credit card information and your credit history.

1.3 Personal data may be collected by us, directly or indirectly, for instance:

- 1.3.1** when you respond to our promotions and other initiatives, subscribe to our mailing lists or mobile applications, or respond to our market surveys;

- 1.3.2 when you use or purchase our products or services or when you submit forms relating to any of our products or services;
 - 1.3.3 when you attend events organised by us or participate in promotional activities or lucky draws at any of the properties owned, managed or operated by us;
 - 1.3.4 when you visit our websites or showflats and/or when you register for or use any of our services on websites owned or operated by us or when you register as a member on any of our websites owned and/or operated by us;
 - 1.3.5 when you visit or stay in properties which we own, manage or operate;
 - 1.3.6 when your images are captured by us via CCTV cameras while you visit premises we own, manage or operate, or when photographs or videos of you are taken when you attend our events or showflats at properties we own, manage or operate;
 - 1.3.7 when you enter into transactions with us, or express any interest in doing so, including in relation to all properties we own, manage or operate;
 - 1.3.8 when you purchase or lease a property which we own, manage or operate (such as when you enter into an agreement such as an option to purchase, a sale and purchase agreement, a leasing agreement, a tenancy agreement, a licensing agreement, any other type of short-term occupation agreement or a letters of offer);
 - 1.3.9 when you communicate with us by telephone, email, via our website or through other communication channels including social media platforms;
 - 1.3.10 when you request that we contact you;
 - 1.3.11 when we receive references from business partners and third parties, for example, where you have been referred by them;
 - 1.3.12 when you submit a job application to us;
 - 1.3.13 when we seek information about you and receive your personal data in connection with your relationship with us; and/or
 - 1.3.14 when you submit your personal data to us for any reason.
- 1.4** We also collect personal data from third party sources, for example:
- 1.4.1 from real estate agents, real estate lawyers, our business partners and also from third party service providers who provide advertising, marketing or promotional services to HKL;
 - 1.4.2 from your family members or friends who provide your personal data to HKL on your behalf; and/or
 - 1.4.3 from public agencies or other public sources.
- 1.5** In certain circumstances, you may also provide us with personal data of persons other than yourself. If you do so, you warrant that you have informed him/her of the purposes for which

we are collecting his/her personal data and that he/she has consented to your disclosure of his/her personal data to us for those purposes, including all purposes as set out in this Policy. You agree to indemnify and hold us harmless from and against any and all claims by such individuals relating to our collection, use and disclosure of such personal data in accordance with the terms of this Policy.

2. PURPOSES OF COLLECTION, USE OR DISCLOSURE

2.1 We may collect, use, process, store and/or disclose personal data for one or more of the following purposes:

- 2.1.1** to conduct and complete transactions (e.g. processing orders and payments; providing products or services that have been requested), performing our obligations or exercising our rights as set out in binding contractual terms, and otherwise to manage your relationship with us;
- 2.1.2** to manage your visit and stay in properties owned, managed or operated by the Group;
- 2.1.3** to provide customer service (e.g. providing information on status and updates);
- 2.1.4** to process your application for a membership account or subscription to a mailing list or mobile application of the Group, establish user profiles and maintain such account, including verification of personal particulars and processing payment requests;
- 2.1.5** to process your participation in our in-mall promotions, redemptions, contests and other marketing and promotional events and to provide you with shopper benefits (including voucher, gift or car park redemptions and other value-added services);
- 2.1.6** to manage our lost-and-found service and to track and manage your loan of any malls equipment;
- 2.1.7** to invite any customers or potential customers to events, including coordinating property and/or showflat viewings and other marketing and promotional events;
- 2.1.8** to administer any part of a sales or leasing process including the verification of your identity, facilitating viewings, preparation of documentation and related agreements such as an option to purchase, a sale and purchase agreement, a leasing agreement, a tenancy agreement, a licensing agreement, any other type of short-term occupation agreement or a letter of offer;
- 2.1.9** to administer, manage and coordinate addition & alterations work on your property or on any property we own, manage or operate;
- 2.1.10** to administer a sale including handing over possession of the property and tracking the status of any defect rectification on your property or on any property we own, manage or operate;
- 2.1.11** to update your bank account details and business records to facilitate follow-ups on outstanding arrears or other payment obligations;

- 2.1.12 to deliver correspondences or notices as may be required, under the sales documentation, binding contracts between us, or as you may have requested or agreed to;
- 2.1.13 to process payments or credit transactions, including rental payments for a lease or licence, payments for a hotel or serviced apartment stay and progress payments for a sale of property;
- 2.1.14 to communicate with you and respond to queries or requests;
- 2.1.15 to conduct research and analysis to review, develop, manage and improve products and/or services of the Group;
- 2.1.16 to manage the infrastructure and business operations of the Group and to comply with internal policies and procedures;
- 2.1.17 to respond to legal processes or to comply generally with any applicable laws, governmental or regulatory requirements of any relevant jurisdiction (and any applicable rules, codes of practice or guidelines), and requests of any governmental or other regulatory authority with jurisdiction over us, including, without limitation, meeting requirements to disclose under the requirements of any applicable law or assisting in law enforcement and investigations by relevant authorities;
- 2.1.18 security and safety purposes in connection with premises of the Group or events organised by the Group, including conduct of background checks, security screening and issuance of access passes;
- 2.1.19 to communicate with you any changes and development to policies, terms and conditions and other administrative information of the Group;
- 2.1.20 to prevent, detect and investigate crime, including fraud and money-laundering, and to analyse and manage other commercial risks;
- 2.1.21 to facilitate any proposed or actual business assignment, transfer, participation or sub participation of any of our rights and obligations in respect of your relationship with us;
- 2.1.22 to protect and enforce our contractual and legal rights and obligations and to handle disputes and conduct and facilitate investigations and proceedings;
- 2.1.23 if you are an employee of our existing or potential vendors, service providers, consultants or contractors, for purposes of background checks, managing the outsourcing relationship, processing and payment of invoices and expense claims and managing premises security;
- 2.1.24 if you submit an application to us as a candidate for employment, to process your application, conduct pre-recruitment checks and background screening, collect information about your suitability for the position applied for, organise training and staff development programmes, assess your performance, administer benefits and payroll processing, provide you with tools to do your job and to communicate with you to comply with our policies and processes;

- 2.1.25 to share your personal data with members of the Group and other parties set out in this Policy for any of the purposes specified in this paragraph 2;
- 2.1.26 such purposes that may be informed to you when your personal data is collected;
- 2.1.27 any other reasonable purposes related to the aforesaid or for which you have provided any information to us; and/or
- 2.1.28 any other incidental business purposes related to or in connection with the above.

Our collection, use, processing, storage and/or disclosure of your personal data for the above purposes may be made on the legal basis of legitimate interests, entering into or performance of contract with you, legal compliance, consent, or any other basis as permitted by laws applicable in any relevant jurisdiction, as the case may be.

- 2.2 We may also collect, use, process, store and/or disclose personal data for other legitimate purposes related to our business and which are not incompatible with the original purposes for which you have provided the personal data, and also in circumstances other than set out in this policy where required, or permitted, by laws applicable in any relevant jurisdiction, including overseas.
- 2.3 For the purposes set out above where your personal data are required for entering into or performance of contract with you or for our legal compliance, if you do not provide us with the required personal data, we may not be able to provide or continue providing you with products and/or services which you have requested.

3. PERSONAL DATA FOR DIRECT MARKETING

- 3.1 HKL intends to use your personal data and the history of products and/or services obtained by you, held by or on behalf of HKL from time to time, to conduct direct marketing in relation to the products and/or services that may be provided by the Group and the business partners and selected third party providers of the Group. HKL and the Group will only use your personal data for direct marketing purposes with your consent, except as otherwise permitted without consent by the applicable data protection law of any jurisdiction. You may withdraw your consent in relation to direct marketing, without charge, by various means, including by contacting our Data Protection Officer in writing at the contact details provided below. During contact, where required under applicable laws, you also have the choice to allow or to object to resume such contact and the right to object at any given time should you wish to. Should you object to initial contact, HKL and the Group will cease further direct marketing activities and any further kind of processing of your personal data, including storage and disclosure, and your personal data will be destroyed in accordance with our internal policies.

4. TRANSFER OR DISCLOSURE OF PERSONAL DATA

- 4.1 HKL may disclose your personal data to the following parties, whether located within or outside your country of residence, for the purposes set out or otherwise referred to in this Policy:
 - 4.1.1 all other divisions or members of the Group and their respective affiliates and associated companies;

- 4.1.2 agents, contractors, third party service providers and specialist advisors to the Group, who have been contracted to provide administrative, financial, research, operational or other services such as telecommunications, information technology, payment, training, market research, storage and archival;
- 4.1.3 third party business partners who offer goods and services or sponsor contests or other promotional programmes, whether in conjunction with the Group or not, and where permitted by applicable laws;
- 4.1.4 third parties to whom you authorise disclosure of your personal data (through this Policy or otherwise);
- 4.1.5 the auditors, professional consultants, lawyers and other advisors of the Group;
- 4.1.6 the business partners and joint venture partners of the Group;
- 4.1.7 insurers, credit providers, courts, tribunals, law enforcement agencies, regulatory authorities and other governmental agencies as agreed or authorised by law;
- 4.1.8 credit reporting or reference agencies or investigators, credit bureau and in the event of default or disputes, any debt collection agencies or dispute resolution centres;
- 4.1.9 any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale) involving the Group; and
- 4.1.10 banks, credit card companies and their respective service providers.

5. ACCURACY

- 5.1 We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing at the contact details provided below.

6. COOKIES AND WEBSITE TRACKING

- 6.1 When you visit our websites, please note that we may use cookies and similar tracking mechanisms and devices, for purposes such as monitoring the number of times you visit the websites, which pages you go to, and how long you spend browsing each page. This information helps us build a profile of our users and improve our websites and other products and services. Where data is only used on an aggregated basis, we will be unable to identify any particular individual, and we generally track on per-device basis.

7. OTHER WEBSITES

- 7.1 Our websites may contain links to other websites. However, this Policy only applies to HKL, and if you visit other websites, including through such links, different privacy policies will apply.

8. SECURITY AND RETENTION

- 8.1** To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures, including to protect personal data from unintended access.
- 8.2** You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure, and HKL cannot and does not guarantee that our systems or applications are invulnerable to security breaches. HKL makes no warranty, guarantee, or representation that your use of our systems or applications is safe and protected from viruses, worms, Trojan horses, and other vulnerabilities.
- 8.3** We keep your personal data only for so long as we need the personal data to fulfil the purposes we collected it for, and to satisfy our business and/or legal purposes, including audit, accounting or reporting requirements. In some circumstances, we may anonymise your personal data so that it can no longer be associated with you, in which case we are entitled to retain and use such data without restriction.

9. YOUR RIGHTS

- 9.1** You may access (including requesting for copies of) and/or correct your personal data held by HKL by contacting our Data Protection Officer as permitted by applicable data protection laws.
- 9.2** Where permitted by applicable data protection laws, you may also exercise the following rights by contacting our Data Protection Officer:
- (a) you may request us to disclose to you how we obtain your personal data without consent;
 - (b) you may receive personal data concerning you, or have that personal data transmitted to another data controller;
 - (c) you may object to the collection, use, or disclosure of personal data concerning you at any time;
 - (d) you may request to delete, destroy or convert your personal data to be in a form not identifiable to you;
 - (e) you may restrict the use of your personal data;
 - (f) you may make a complaint to the local data protection regulator;
 - (g) you may request a list of Group members who collect, use or disclose your personal data as data controllers;
 - (h) you may access a copy of the data sharing agreement between us and other members of the Group, provided that any detail or information that could endanger any Group member's computer network or system or expose to harm the integrity, availability or confidentiality of any confidential information may be redacted from the copy to be provided to you; and
 - (i) you may specify if any collected personal data is to be treated as confidential.

9.3 If you wish to exercise your rights, please contact our Data Protection Officer. You may be required to submit certain forms or provide certain information in order for your request to be processed. Where permitted by law, HKL may charge you a fee to process your request.

10. CONSENT WITHDRAWALS

10.1 The consent that you provide for the collection, use and disclosure of your personal data will remain valid as long as the purpose for which it is collected exists or until such time it is being withdrawn by you in writing. An individual may withdraw consent and request us to stop using and/or disclosing their personal data by submitting a request in writing to our Data Protection Officer at the contact details provided below.

10.2 If you withdraw your consent to any or all use of your personal data or do not consent to the collection of your personal data by us, where it is mandatory for you to provide us with such personal data, we may not be able to provide or continue providing you with products and/or services which you have requested and such withdrawal may also constitute a termination event which results in legal consequences such as forfeiture of deposits. You understand and agree that in such instances where HKL requires your personal data to fulfil a contractual obligation to you and you withdraw your consent to collect, use or disclose the relevant personal data for those purposes, HKL cannot be held liable for breach of that agreement. HKL's legal rights and remedies in such event are expressly reserved.

10.3 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws in any jurisdiction.

11. CHANGES TO THIS POLICY

11.1 We keep this Policy under regular review. If we change this Policy we will post the changes on https://www.hkland.com/data/legal/HKL_SA_policy_english.pdf, so that you may be aware of the information we collect and how we use it at all times. This Policy was last updated in January 2020.

11.2 Where you continue to provide personal data to us as described in this Policy, or continue to use our products or services, this will constitute your acknowledgement and acceptance of a revised Policy. Where required by applicable data protection laws, you will be given the choice at that time to consent to the use of your personal data in accordance with the revised Policy. If you do not agree with the revised Policy, this may affect the delivery of our products and/or services to you.

12. HOW TO CONTACT US / DATA PROTECTION OFFICER DETAILS

12.1 If you have any queries or comments on this Policy or the use of your personal data, or if you wish to lodge a privacy-related complaint, please contact our Data Protection Officer at:

Data Protection Officer

Email address: dpo.sa@hkland.com

HKL will investigate your queries, comments or complaint, and will use reasonable endeavours to respond, in accordance with applicable laws.

13. Waiver

All parties expressly agree to waive and set aside our respective rights and obligations under any applicable law in the event of any termination of this Policy to the extent that such law requires any judicial pronouncement for the termination of this Policy.

14. Governing Law

This Policy is governed by the laws of Singapore. For the avoidance of doubt, all applicable data protection laws will apply to the processing of your personal data.

15. Language

15.1 Subject to paragraph 15.2 of this Policy, in the event of any inconsistencies between the English version and other translations of this Policy, the English version shall prevail.

15.2 This paragraph 15.2 applies only to Indonesian individuals. This Policy is made in both the English language and the Indonesian language. Both texts are equally original. In case of any inconsistency or different interpretation between the English text and the Indonesian text, the English text will be deemed to be automatically amended to conform with the relevant Indonesian text.