

CGM Privacy and Data Protection Policy

1. Introduction

- 1.1. Concepts Golf Management Pte Ltd ("**CGM**" or "**we**" or "**our**" or "**us**") recognize the importance of the personal data that have been entrusted to us. We are committed in protecting the privacy of these data in accordance with the Personal Data Protection Act ("**PDPA**") regulations. We believe that it is our responsibility to manage, protect and process our customers' data adequately. This is a vital policy in understanding data collection, purposes and processes.
- 1.2. "Personal data" means data, whether true or not, about a living individual who can be identified from that data or from that data and other information to which an organization has or is likely to have access. Personal data can be factual (such as a name, address or contact information) or an opinion (such as a performance appraisal).
- 1.3. This policy aims to inform and provide you with an understanding of how our customers' data are handled, collected, used, disclosed and processed that we received directly, through third parties, or that is in our possession.

Definition of Data Protection Terms

Data is recorded information whether stored electronically, on a computer, or in specific paper-based filing systems.

Data processors include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition, but it could also include suppliers who handle personal data on behalf of the Company.

Personal data means any data relating to a living individual who can be identified from that data. Personal data can be factual (such as a name, address or date of birth) or an opinion (such as a performance appraisal). It can even include a simple email address. It is crucial that the information has the data subject as its focus and somehow affects its privacy.

Processing is any activity that involves the use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of functions on the data, including organizing, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.

2. Types of Personal Data Collected

- 2.1. CGM collects information about our customers from interactions, communications and services we provide.
- 2.2. Personal data which we may collect include but are not limited to:
 - a. personal information such as name, Passport number, date of birth, gender;
 - b. contact information such as postal addresses, email addresses, telephone, mobile phone and fax numbers;
 - c. billing and payment information, including the name of the credit/debit cardholder, credit/debit card number, security code and expiry date.
- 2.3. Other information collected may include subscription preferences, medical certificates, photographs, videos and/or audio recordings taken by our representatives or us at our events.
- 2.4. All customer's personal data collected is in accordance with the PDPA regulations.
- 2.5. We may receive information about you from third parties through services offered by them

3. Purposes for which the Personal Data is Collected, Used and Disclosed

- 3.1. We will/may collect, use, disclose and/or process data for the following purposes:
 - a. To facilitate and process the supply of services we offered
 - b. Identification and verification purposes of any of the goods and/or services that may be supplied to our customers
 - c. Responding to any enquiries and/or feedback given by (or purported to be given by) our customers, including communications via phone/voice call, text message and/or fax, email and/or postal mail
 - (i) To conduct research, analysis and development activities (including but not limited to data analytics, surveys, focus groups and/or profiling) to improve our services and facilities for the benefit of our customers, or
 - d. carry out due diligence, or other screening activities (including security and background checks) per legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
 - e. To prevent or investigate any fraud, unlawful activity or omission or misconduct, whether or not there is any suspicion of the aforementioned; dealing with conflict of interests or dealing with and/or investigating complaints;
 - f. To comply with or as required by any applicable law, governmental or regulatory requirements of any jurisdiction applicable to us or our affiliates/associated companies, including meeting the requirements to disclose the requirement of any law binding on us or our affiliates/associated companies, and/or for any guidelines issued by regulatory or other authorities (whether of Singapore or elsewhere), with which we or our affiliates/associated companies are expected to comply;
 - g. To comply with or as required by any request or direction of any governmental authority; or respond to requests for information from hospitals, embassies, public agencies, ministries, statutory boards or other similar authorities (including but not limited to the Ministry of Defence, Ministry of Trade and Industry, Ministry of Education, Immigration and Checkpoints Authority, Ministry of Health, Ministry of Home Affairs, Ministry of Manpower, Ministry of Foreign Affairs, Ministry of Social & Family Development and Central Provident Fund Board);

- h. For marketing purposes, we may send news, information, materials, events updates, marketing campaigns, products or services provided by our business partners (on our behalf) and us. In this regard, we will be doing so by way of postal mail and/or electronic transmission to email address(es). The customer(s) may unsubscribe from this service in the manner set out in Clause 7 below;
 - i. To facilitate and/or deal with payment for goods and/or services provided by our subsidiaries or us, and/or a third party on our behalf, including verification of credit card details with third parties and additionally, using the personal data you provide to conduct matching procedures against databases of known fraudulent transactions (maintained by third parties or us);
 - j. To deal with, handle and/or conduct disciplinary, security and quality assurance processes, matters and/or arrangements. Without prejudice to the generality of those described above, we wish to highlight that there are surveillance cameras installed throughout the premises of CGM for security reasons, and it is acknowledged that data will be collected by such cameras and processed by us consequently;
 - k. To perform internal administrative, operational and technical tasks to facilitate, administer or manage
 - l. To produce statistics and research for internal and/or statutory reporting and/or record-keeping requirements and performing CGM policy/process reviews;
 - m. To disclose to a third party to comply with any law, legal requirements, orders, directions or requests from any court, authority or government body of any jurisdiction, which may be within or outside Singapore;
 - n. To help us improve our services; and/or
 - o. To store, host, back up (whether for disaster recovery or otherwise) personal data, whether within or outside Singapore.
- (Collectively, referred to as the "Purposes")

3.2 We may/will need to disclose data to third parties, including banks, payment service providers and/or other payment gateways located within Singapore, for one or more of the above Purposes. As such third parties would be processing the data for one or more of the above Purposes. In this regard, customer(s) acknowledge, agree, and consent that we may/are permitted to disclose personal data to such third parties (located within Singapore) for one or more of the above Purposes, and the said third parties to subsequently collect, use, disclose and/or process data for one or more of the above Purposes. Without limiting the generality of the preceding, such third parties include:

- a. our associated/affiliated organizations or related corporations;
- b. any of our collaborative partners, agents, contractors or third-party service providers that process or will be processing these data on our behalf, including but not limited to those which provide administrative or other services to us such as mailing houses, telecommunication companies, information technology companies and data centres; and

3.3 The customer may withdraw their consent to collect, use, and/or disclose their data in our possession or under our control by contacting our Data Protection Officer. However, their withdrawal of consent will not affect our ability to collect, use or disclose their data for a specific purpose without their permission if the PDPA or a provision in applicable law permits.

3.4 We may collect, use, disclose or process data for other purposes that do not appear above. However, customer(s) will be notified of such other purposes unless processing their data without their consent is permitted by the PDPA or by law.

3.5 We may/will also be collecting data from other sources for one or more of the above purposes, using, disclosing and/or processing such data for one or more of the above Purposes. We may combine information we receive from other sources with existing information given to us. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

4. Administration and Management of Personal Data

4.1. We will take appropriate measures to keep all personal data accurate, complete and updated.

4.2. We will also take reasonable efforts to take appropriate precautions and preventive measures to ensure that all personal data is adequately protected and secured. Appropriate security arrangements will be taken to prevent any unauthorized access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of personal data. However, we cannot assume responsibility for any unauthorised use of personal data by third parties which are wholly attributable to factors beyond our control.

4.3. While we take reasonable efforts to protect personal data held by us, we cannot be held responsible for unauthorized and unintended access that is beyond our control.

4.4. We will put in place measures that data in our possession or under our control is destroyed and/or anonymized as soon as it is reasonable to assume that:

- a. the retention of such data is no longer serving the purpose for which that data was collected; and
- b. retention is no longer necessary for any other legal or business purposes.

4.5. Where personal data is to be transferred out of Singapore, we will comply with the PDPA in doing so. In this regard, this includes us obtaining customer's consent unless an exception under the PDPA or law applies, and taking appropriate steps to ascertain that the foreign recipient organization of the personal data is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the Act. This may include us entering into an appropriate contract with the foreign recipient organization dealing with the personal data transfer or permitting the personal data transfer without such a contract if the PDPA or law permits us to.

5. Withdrawal of Consent for Marketing Purposes

5.1. The customer(s) have the right to ask us not to use their data for marketing purposes. If they no longer wish to receive marketing messages from us, they may request to withdraw their consent by submitting an email to the Data Protection Officer.

6. Data Access and Correction

6.1. The customer(s) have the right to access and/or correct any personal data that we hold, subject to the requirements of the PDPA.

6.2. We will need enough information to ascertain customer(s)'s identity and the nature of their request to deal with their request.

6.3. For a request to correct data, once we have sufficient information from customer(s) to deal with the request, we will update the data within 30 days. If the correction takes more than the said 30 days, we will notify customer(s) of the soonest possible time within the period. Note that the PDPA exempts certain types of personal data from being subject to their correction request and provide for situation(s) when we need not make corrections despite their request. We will send the corrected personal data to every other organization. The data was disclosed within a year before the correction was made unless other organizations did not need the updated data for any legal or business purpose. European residents should note the European and UK Data Protection Law exemptions that enable information to be withheld, but this will be decided on a case by case basis.

7. Complaint Process

7.1. If the customer(s) have any complaint or grievance regarding how we are handling their data or about how we are complying with the PDPA, we welcome them to contact us with their complaint or grievance by writing to:

The Data Protection Officer
Concepts Golf Management Ptd Ltd
3791 Jalan Bukit Merah
07-12 e-Centre@Redhill
Singapore 159471
enquiries@conceptsgolf.com

7.2. Customer(s) may submit their complaint by sending us an email. The indication at the subject header that it is a PDPA complaint would assist us in attending to the complaint speedily by passing it on to the relevant staff in our organization handle. For example, they could insert the subject header as "PDPA Complaint".

7.3. We will certainly strive to deal with any complaint or grievance that the customer(s) may have speedily and reasonably.

8. General

8.1. Consent that is given according to this Privacy Policy is additional to and does not supersede any other consent that was provided to CGM about the processing of data.

8.2. For the avoidance of doubt, in the event that Singapore personal data protection law permits an organization such as us to collect, use or disclose data without consent, such permission granted by the law shall continue to apply.

9. Enquiries

9.1. For any enquiries on our privacy policy, please write to:

The Data Protection Officer
Concepts Golf Management Ptd Ltd
3791 Jalan Bukit Merah
07-12 e-Centre@Redhill
Singapore 159471
enquiries@conceptsgolf.com

10. Effect of Notice and Changes of Notice

This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply with the collection, use and disclosure of data by us.

We may revise this Notice from time to time without any prior notice. The customer(s) may determine if any such revision has taken place by referring to the date on which this Notice was last updated. The customer(s) continued use of our services constitutes your acknowledgement and acceptance of such changes.