Privacy Policy

1. Introduction

1.1. Constellar Holdings Pte. Ltd. (UEN: 202103766E), our related corporations and affiliates (collectively “Group”, “us”, “we” or “our”) are well-established in the Meetings, Incentives, Conferences and Exhibitions (MICE) industry. We manage and operate Singapore EXPO and MAX Atria (“Premises”). With 100,000 square metres of column-free indoor and outdoor space available, and F&B offerings, the Premises are choice venues for MICE activities and events in Singapore. We also develop, host, manage and organise conventions, events, exhibitions and shows. Further details of our businesses can be found on our corporate websites.

1.2. In connection with our businesses, we develop, launch, offer and/or promote various communities, products, services, solutions and/or technologies (collectively “Products & Services”). We also own or manage various websites, mobile/web applications, social media accounts and digital platforms (collectively “Sites”) to provide our customers with unique and unforgettable experiences. The annex hereto sets out a non-exhaustive list of conventions, events, exhibitions, shows and other activities hosted, organised and/or managed by us (collectively “Events”) which we have Sites for.

1.3. You are viewing this page as you have intentions to enter or have entered into an agreement or arrangement with us in relation to our Premises, our Sites, our Community (as defined below), our Events and/or our Products & Services. In this regard, please refer to our Terms of Service, which set out:

(a) terms and conditions to govern your relationship with us and our community (including without limitation our event managers, event organisers, exhibitors, participants, partners, speakers, sponsors and supporting organisations) (collectively “Community”); and

(b) terms and conditions of activities to be carried out at or in connection with our Premises, our Site, our Community, our Events or our Products & Services (“Activities”).

1.4. By carrying out any of the Activities, you are deemed to have agreed to:

(a) our Terms of Service;

(b) our Community Guidelines;

(c) our Privacy Policy;

(d) our Cookie Policy;
(e) any other terms and conditions published at our Premises and Sites ("Other Terms"); and

(f) terms and conditions otherwise contained in your separate written contract with us (collectively “T&Cs”). As such, please ensure that you have read and understood the T&Cs. If you do not agree with any provision, please cease all Activities immediately.

1.5. Further, do note that our Terms of Service, our Community Guidelines, our Privacy Policy, our Cookie Policy and our Other Terms, which are published on our corporate websites, may be reviewed and amended by us from time to time, at our sole and absolute discretion. As such, you are reminded to check our corporate websites on a regular basis to obtain the most updated version of these documents.

1.6. Capitalised terms in our Privacy Policy shall bear the same meaning as those in our Terms of Service, unless the context requires otherwise or unless otherwise defined herein.

2. Main principles of our Privacy Policy

2.1. We respect your privacy and are committed to safeguarding the personal information that you provide to us. Our Privacy Policy sets out terms on how we collect, use, disclose, process, transfer, retain and secure your personal information, as well as your rights and choices you have with respect to your personal information.

2.2. In particular, please take note that Activities are subject to our Privacy Policy. As such, please ensure that you have read and understood our Privacy Policy.

2.3. Our Privacy Policy applies to all departments and business units across our Group. For the avoidance of doubt, to the maximum extent permitted under applicable laws, nothing in our Privacy Policy establishes any joint and several liability on the part of any member of our Group or Community.

3. Personal information

3.1. Under our Privacy Policy:

(a) “personal information” refers to data, whether true or not, about an individual who either (i) can be identified from that data, or (ii) from that data and other information to which we have or is likely to have access; and
(b) “business contact information” refers to an individual’s personal information (e.g. name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual), which was not provided by the individual solely for his/her personal purposes.

3.2. Depending on the nature of your interaction with us, the types of personal information and business contact information may include without limitation:

(a) contact information, such as your full name, salutation, designation, email address, residential / office / shipping address, fax number, and telephone / handphone number;

(b) demographic information, such as your age, nationality, date of birth, education, and profession;

(c) financial information, such as bank details, payment card number, and billing address;

(d) identification information, such as your passport, national registration identity card, staff or student pass, visa or other government-issued ID;

(e) user account information, such as username, password, and user activities on our Sites;

(f) preference information, such as food and beverage preferences, dietary information, and special requests;

(g) commercial information, such as records of products or services purchased, obtained, or considered;

(h) content such as photos, videos, comments, feedback, online posts and other content you provide;

(i) signature, which you may provide (e.g. when you sign an agreement or form);

(j) health information such as COVID-19 vaccination status, travel history and health declaration, which you may provide (e.g. when visiting our Premises);

(k) employment information, such as employment history, education, training and skills, background check information, proof of eligibility to work in Singapore, military service, and any other information provided in connection with an application if you apply for a job with us;
(l) records of phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation, and identity verification purposes; and

(m) any other information you or your representatives/agents provide to us.

3.3. In particular, in relation to Activities in certain jurisdictions such as the United Kingdom, European Union, European Economic Area (EEA), People’s Republic of China or Switzerland, personal information includes data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation, criminal convictions and offences (insofar as such information is capable of identifying individuals either directly or indirectly).

3.4. Unless you inform us expressly in writing, you shall be presumed to be citizen of and resident in Singapore. Without prejudice to the foregoing, kindly note that unless you expressly inform us in writing, you shall be presumed to be:

(a) a non-resident and a non-citizen of the European Union and the General Data Protection Regulation (GDPR) of the European Union does not apply to your personal information. As such, if you are a resident or a citizen of the European Union and/or GDPR applies to your personal information, you should inform us in writing as soon as reasonably possible; and

(b) a non-resident and a non-citizen of the People’s Republic of China; and data security laws (中华人民共和国数据安全法), personal information protection laws (中华人民共和国个人信息保护法) and cyber-security laws (中华人民共和国网络安全法) (collectively “PRC Data Laws”) do not apply to your personal information. As such, if you are a resident or citizen of the People’s Republic of China and/or PRC Data Laws applies to your personal information, you should inform us in writing as soon as reasonably possible.

4. Applicability

4.1. Our Privacy Policy is governed by Singapore laws and subject to the exclusive jurisdiction of the Courts of Singapore.

4.2. If your personal information has been collected, used or disclosed by us in any particular jurisdiction which has specific requirements or exceptions regarding personal information, we will comply with the applicable data protection regulations in that jurisdiction insofar that they deviate materially from data protection regulations in Singapore.
4.3. Personal information collected not on our behalf, by third-party operators such as retailers at our properties or exhibitors or merchants on our e-commerce or e-shops, is not covered by our Privacy Policy. These third-party operators operate their business independently of us, and we do not have access to personal information collected by them. You should check directly with such third-party operators on their data rights.

4.4. Our Sites may contain sites or links to sites that are owned and/or operated by third parties such as those of our exhibitors, sponsors, partners or merchants. The information practices of those third-party websites are not covered by our Privacy Policy. We are not responsible for the privacy notices, statements or policies of websites to which our Sites links. If you provide any information to such third parties, different rules regarding your personal information may apply. You should check such third parties’ privacy notices, statement or policies before providing any information to them.

4.5. Our Privacy Policy is written in English. Any translation into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English version prevails.

4.6. **No warranty or liability.**

(a) While we safeguard your personal information in the manner set out herein, no method of transmitting or storing electronic information is ever completely secure, and thus we make no warranty, express, implied, or otherwise, that your personal information will never be collected, used, disclosed, processed, transferred, retained or secured in a manner by any other third party that is inconsistent with our Privacy Policy.

(b) To the extent permitted by applicable laws, we shall not be liable for any damages (whether consequential, direct, incidental, indirect, punitive, special or otherwise) arising out of, or in any way connected with, any third party’s collection, use, disclosure, processing, transferring, retaining or securing of your personal information, regardless of whether such damages are based on contract, tort or other theories of liability; and liabilities owing by us to you under or in connection with the T&Cs shall be capped at no more than S$500 in total for all claims.

5. **Contact Details**

5.1. For any questions, comments, requests or complaints regarding our Privacy Policy, or to exercise your rights and choices in respect of your personal information, please contact as at:

(a) Email : dataprotectionofficer@constellar.co
6. Collection

6.1. We generally collect your personal information using different ways and from various sources, including when you:

(a) access, use and/or visit our Premises and/or our Sites;

(b) register for, purchase and/or use any of our or our partners’ contents, products or services;

(c) establish any online accounts or memberships with us (including through our Sites);

(d) make a purchase on our or our partners’ e-commerce and e-shop websites;

(e) submit forms relating to any of our Products & Services;

(f) request to be included in an email or other mailing list;

(g) attend/participate in Activities, our Events and/or in our Community;

(h) speak or present at any of our Events or in connection with any of the Activities;

(i) respond to our promotions, lucky draw, giveaways or other outreach initiatives;

(j) respond to our marketing representatives and agents, for market surveys or otherwise;

(k) interact with our customer service officers or any of our staff (e.g., via face-to-face meetings, business interactions in our activities, events, exhibitions, telephone calls, letters, and online forms);

(l) submit a job application;
(m) enter into agreements with us;

(n) have been referred to us by our or your partners or other third parties or by our Community;

(o) contact us or request that we contact you;

(p) respond to our request for additional personal information; and/or

(q) submit your personal information to us for any other reason.

6.2. In addition to the above, we may obtain information from other sources, including without limitation:

(a) publicly available information, such as name, contact information, content and online activity that we obtain from publicly available sources and social media platforms. If your profile is public, your information may be visible to anyone on our Sites and may also be accessed or shared by other users as well as third parties such as search engines, content aggregators and news sites;

(b) video, audio and other sensory information, such as images, video, and audio that may be collected or processed through our security cameras, closed-circuit television, recorded phone lines, voice recorders, and other technologies, where permitted by applicable laws;

(c) data from third-party sources, such as personal information we obtain from our third-party service providers (including background-check providers, data aggregators and data cleansing companies) and business partners (including ticketing agencies, event organisers, event sponsors, collaborators, business partners, merchants, delivery partners and booking platforms and marketing partners);

(d) inferences drawn from any of the above information to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behaviour, attitudes, intelligence, abilities, and aptitudes towards our products and services; and

(e) your employer, employee, friends, family or agent/representative.

6.3. We may also collect information from you on our Sites automatically through cookies, web beacons or similar technologies, such as:

(a) technical information, such as your internet protocol addresses, browsing history, mobile carrier, time zone settings, geolocation data, identifiers for advertising purposes,
the version of the app you are using, and the device you are using to access and/or use our Sites such as the model of your device, the device system, network type, device ID, your screen resolution and operating system; and/or

(b) behavioural information regarding your online activities, such as preferences you set for ease of use and accessibility of our Sites, how you engage with our Sites, including how you interact with content we show to you, the advertisements you view, videos you watch, and problems encountered.

6.4. For more information on how we use cookies, please refer to our Cookie Policy, which should be read in tandem with our Privacy Policy.

7. Consent

7.1. By providing us, or authorising your authorised representative(s) to provide us, with your personal information, you are deemed to have agreed and consented to our (including our agents’ and representatives’) collection, disclosure, processing, storage, transfer and/or use, whether within Singapore or overseas/cross-borders, of your personal information by us and amongst our Community for the purposes set out herein. Our Privacy Policy supplements but does not supersede nor replace any other consent(s) previously provided by you to us in respect of your personal information nor does it affect any rights which we and members of our Community may have under applicable laws in connection with your personal information.

7.2. For avoidance of doubt, by using our Sites, you are deemed to have consented to (a) our Cookie Policy, and (b) the collection, disclosure, processing, storage, transfer and/or use, whether within Singapore or overseas/cross-borders, of your personal information by us and amongst our Community for the purposes set out herein.

7.3. Photos and recordings.

(a) By:

(i) participating in Activities, our Events and/or in our Community,

(ii) accessing, using and/or visiting our Premises, our Sites and our Products & Services,

you consent to be photographed, filmed and/or recorded, and you further consent to the use of any such film, image or recording for public transmission, including for security, advertising and promotional purposes. We or any member of our Community may, without prior notice, use (A) images taken or videos recorded at Activities or our Events,
and (B) any screenshot or screencast of any online session or webinar with your photograph, name, image, likeness, voice, biography and abstract in any media (including publication within and outside Singapore) and for purposes set out herein, without identification, compensation or payment of any kind.

(b) If you do not agree to be photographed, filmed or recorded, please do not allow yourself to do so by taking proactive steps, including without limitation leaving our Premises or our Sites, avoiding cameras and/or recording devices, turning off your microphone and webcam, and/or informing us or the relevant host/organiser accordingly.

7.4. Marketing.

(a) When you submit certain forms within our Sites or participate in our activities, events and/or the Community, you may opt-in to receive marketing materials, event collaterals as well as industry news and updates from us and/or members of our Community such as event organisers, event managers, exhibitors, sponsors, merchants, collaborators and partners (“Marketing Affiliates”).

(b) If you opt-in to receive such information, you are deemed to have consented to our and/or our Market Affiliates:

(i) using your personal information to inform you of such information and for the purposes herein; and

(ii) disclosing and/or transferring, whether within Singapore or overseas/cross-borders, your personal information to marketing agents, partners and/or representatives to carry out marketing activities on our and our Marketing Affiliates’ behalf.

(c) Nothing in our Privacy Policy establishes any joint and several liability on the part of any members of our Group or Marketing Affiliates.

7.5. Telephone numbers. If you have provided your telephone number(s) and have indicated that you consent to receiving marketing information via your telephone number(s), then from time to time, we and/or our Marketing Affiliates may contact you using such telephone number(s) (including via voice calls, SMS, fax, instant messaging or other means).

7.6. You should ensure and undertake that all information submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with Products & Services.

7.7. Where any personal information of a third party is provided by you to us for any particular purpose, you must seek his or her appropriate consent before you provide us with such
personal information. You represent and warrant that the collection, disclosure and/or transfer of such third party’s information to us, and the further collection, processing, storage and/or use of that information by us for the purposes in our Privacy Policy, is lawful. We may request for proof of such third-party consent obtained by you.

8. How We Use Personal Information

8.1. General purposes. Your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

   (a) performing obligations in the course of or in connection with our provision of any of our Products & Services, including organising our Events;

   (b) provision of access to our Premises;

   (c) communicate with you, processing and responding to your requests, queries including media requests, applications, complaints and feedback from you;

   (d) providing media announcements and responses;

   (e) verifying your identity;

   (f) processing information pertaining your credit card, bank account or payment details to process your registration and/or fulfil your purchases/orders;

   (g) maintaining the safety and security of our Premises such as with the use of security cameras), our Sites and/or our Community;

   (h) review, improve, enhance or develop our Products & Services, or methods or processes for our operations, including compiling data and conducting statistical, demographic and data analysis, and market research;

   (i) sending you information, updates, invitations, feedback/surveys, competitions, promotions, lucky draws, outreach activities, marketing and advertising materials, information about Activities, our Events, sessions, local and global events, exhibitions and conferences, open-community platforms, industry developments, business matching, call for speakers, collaboration/partnership projects and any of our other Products & Services;
(j) facilitating the provision of products and services by our third-party vendors, service providers, insurance providers and professional advisers;

(k) facilitating any proposed or actual business asset transactions, assignments or transfers in any of our rights or obligations in relation to your information;

(l) protect and enforce our contractual and legal rights and obligations;

(m) managing our infrastructure and business operations, and complying with our internal policies and procedures, and any applicable law, rules and regulations, codes of practice, guidelines, court order, legal processes or other requirements/instructions of any governing/statutory authority (including applicable stock exchange);

(n) audit requirements and/or general corporate requirements;

(o) resolving complaints and handling requests and enquiries;

(p) handling claims/disputes, conducting and facilitating investigations, proceedings, conducting checks to prevent, detect and investigate crime (including fraud and money-laundering), and/or analyse and manage other commercial risks;

(q) any other legitimate business or interest purposes relating to or in connection with the above, such as managing the relationship between you and us, facilitating internal business purposes; and/or

(r) any other purposes which you have provided the information for, which we have notified you or obtained your consent, or we reasonably deem you have consented to.

8.2. Our Sites. If you access and/or use any of our Sites or attend any of our Events, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

(a) processing your purchase or application for Products & Services or user/membership accounts;

(b) maintaining your user/membership account with us;

(c) verifying and processing your identity and process payments in relation to our provision of our Products & Services;

(d) providing you with our Products & Services;
(e) processing, placing and transmitting your orders, which have been place through our e-commerce / e-shopping websites, including sharing them with our suppliers/distributors/merchants and our delivery partners to fulfil such orders;

(f) communicating with you for administrative matters;

(g) resolving complaints and handling requests and enquiries;

(h) conducting market research for statistical, profiling and statistical analysis for the improvement of our Products & Services;

(i) providing you with effective and dynamic digital community and e-commerce/e-shop platforms on our Sites;

(j) improve, promote and develop our Community and/or our Sites;

(k) allow you to participate in interactive features of our Sites;

(l) enable you to share user content and interact/socialise with other members of our Community;

(m) provide you with user support and administering our Sites;

(n) ensure your safety and security when accessing or using our Sites;

(o) personalising the content you receive and providing you with tailored content on our Sites regarding our Products & Services that will be of interest to you; and/or

(p) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.3. Tenants and licensees. If you are a tenant or licensee, or a prospective tenant or licensee, of any of our properties, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

(a) conducting due diligence checks;

(b) preparing, performing, execution and/or enforcement of agreements entered into between you and us;

(c) performing administration/management of the lease or licence;
(d) performing financial transactions, such as collection of rental payments and utilities fees;

(e) communicate with you for administrative purposes;

(f) insurance purposes;

(g) handling claims/disputes, conducting and facilitating investigations, and/or proceedings; and/or

(h) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.4. Vendors and contractors. If you are a vendor or contractor, a prospective vendor or contractor, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

(a) evaluating your proposal;

(b) conduct due diligence checks;

(c) preparing, performing, execution and/or enforcement of agreements entered into between you and us;

(d) performing contract administration/management;

(e) performing financial transactions, such as payments;

(f) communicate with your personnel who are in our properties for site visits, to carry out work or services, and for any emergency and/or security concerns;

(g) communicate with you for administrative purposes;

(h) insurance purposes;

(i) handling claims/disputes, conducting and facilitating investigations, and/or proceedings; and/or

(j) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.5. Employment.
(a) If you are our employee, or apply to us as a candidate for employment, personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

(i) processing your application including pre-employment checks;
(ii) providing or obtaining employment references;
(iii) collecting information about your suitability for the position applied for;
(iv) conflict checks;
(v) organising training and staff development programmes;
(vi) assessing your performance;
(vii) administering benefits and payroll processing;
(viii) providing you with tools to facilitate or as required for you to do your job;
(ix) communicating with you to comply with our policies and processes, including for business continuity purposes;
(x) staff management and discipline; and/or
(xi) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

(b) If you are family member or dependant of our employee; personal information and business contact information may be used by us for the following purposes:

(i) conflict checks;
(ii) administering benefits; and/or
(iii) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.6. Marketing. If you have opted-in to receive marketing materials, event collaterals as well as industry news and updates from us and/or our Marketing Affiliates, your personal information and business contact information may be collected, disclosed, processed, stored, used and
transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

(a) conducting market research and surveys to help us and/or our Marketing Affiliates understand and determine customer location, preferences and demographics to develop special offers and marketing programmes in relation to our and/or our Marketing Affiliates’ activities, events, exhibitions, products and services (including the Activities, our Events and our Products & Services);

(b) matching information that we and our Marketing Affiliates have collected, including other data for other purposes and from other sources, in connection with marketing, offering or provision of our and/or our Marketing Affiliates’ activities, events, exhibitions, products and services (including the Activities, our Events and our Products & Services);

(c) lead generation and management for the marketing/promotion of activities, events, exhibitions, products and services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services);

(d) administering contests, competitions and marketing campaigns in connection with the activities, events, exhibitions, products and services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services);

(e) communicating to you advertisements and/or marketing materials in relation to activities, events, exhibitions, products, services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services), and which may include special offers, promotions, loyalty and reward programmes, upselling, cross-selling and online marketing, outreach programs, lucky draw, marketing and advertising activities; and/or

(f) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.7. Do-Not-Call. We abide by the Do-Not-Call provisions of the Personal Data Protection Act 2012 (No. 26 of 2012, Singapore Statutes). We will refrain from sending you such marketing messages if you have registered your Singapore telephone number on the relevant Do-Not-Call registry, unless we are allowed to do so under applicable laws. However, if you have given us consent to send you marketing messages, we may continue sending you marketing messages until you withdraw your consent to us.

8.8. Derivative Data. We may anonymise, aggregate, combine, compile, de-identify, and/or merge personal information and business contact information collected from you with information from other third-party sources (including information collected on our Sites and
information collected offline), and derive or generate secondary data (through human intervention or automatically using computer AI), to:

(a) help us improve the Activities, our Events, our Premises, our Sites, our Community and/or our Products & Services;

(b) help us improve marketing, and communications with you;

(c) help us tailor our interactions with you and improve your customer experience; and

(d) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

9. How We Share Personal Information

9.1. Persons we share with. All personal information and business contact information held by us will be kept confidential, but we may, where such disclosure is necessary for purposes set out herein, or a directly related purpose for which your information purpose was collected, share such information to the following persons who may be located in Singapore or elsewhere (i.e. cross-borders):

(a) other divisions or entities within the Group;

(b) our agents, contractors, suppliers, specialist advisers and third-party service providers who process your information (including for administrative, analysis and analytics, archival, audit, background and credit checks, data hosting or management, delivery/shipping, development, financial, identity verification, information technology services and support, marketing, market research, operational, payment, payroll, research, reservations, security, storage, telecommunications, ticket operations, and training);

(c) our advertising, marketing and promotion agents and representatives, including for contests, lucky draws, giveaways, outreach measurement, and Community engagement such as business matching, Community updates on our digital platforms, online sessions and activities, global events and roadshows, and industry developments;

(d) banks, payment gateways, credit card issuing companies, credit bureau, or collection agencies necessary to establish and support the payment of any products and/or services due or requested;
(e) our lawyers, auditors, insurers, insurance investigators, credit providers, and other professional advisers;

(f) our joint venture and collaboration partners, and any third-party business partners/merchants who offer products and services, or sponsor contests or other promotional programmes, whether jointly with us or independently;

(g) our business partner, investor, assignee, transferee, or other third party, whether actual or prospective, to facilitate business asset transactions, in the event that (i) we sell or buy any business or assets, or (ii) we sell, buy, merge, are acquired by, or partner with other companies or businesses, or (iii) sell some or all of our assets (including in the event of a merger, acquisition, joint venture, reorganisation, divestiture, dissolution, or liquidation);

(h) government authorities, governing/statutory authorities, stock exchanges, law enforcement agencies, regulators, dispute resolution centres, and their representatives in compliance with applicable law, rules and regulations, codes of practices, guidelines, court orders and other legal processes or requirements;

(i) any person or company/organisation who is acting for, jointly or on our behalf, in respect of the purposes set out herein or a directly related purpose for which your information was provided; and/or

(j) other persons for which we have provided specific notice at the time of collection of your information and obtained your consent, to the extent required by applicable laws.

9.2. Affiliate marketing. When you participate in an Event or any other activity, event, exhibition or our Community, or use a product or service, which is offered jointly by us and our Marketing Affiliates, we may also collect, disclose, process, store, transfer and/or use, whether within Singapore or overseas/cross-borders, your personal information and business contact information for the purpose of sharing your information with our Marketing Affiliates for them to offer, market and promote to you activities, events, exhibitions, products, or services, which our Marketing Affiliates think may be of interest to you.

9.3. Data transfers. Our businesses may require us to transfer your personal information to, and store your personal information in external servers located in, Singapore and other countries outside of the country in which the information originally was collected (including the jurisdictions which our service providers, partners, collaborators or such other persons identified herein with whom we share your personal data with, are based in and/or operate in) that may not provide the same level of data protection as your home country. We will take appropriate safeguards to ensure that we protect your information in accordance with applicable laws including ensuring that the relevant recipients of your personal information are bound to duties of confidentiality and implement standard contractual clauses.
10. How We Protect Your Personal Information

10.1. Protection of personal information. We will use reasonable administrative, technical and physical measures and safeguards to protect your personal information against accidental, unlawful, or unauthorised destruction, loss, alteration, access, disclosure, or use.

10.2. Service providers.

(a) In general, we will exercise commercially reasonable endeavours (without any guarantee) to procure organisations outside our Group (which handle or obtain your personal information as service providers to us) to:

(i) protect the confidentiality of personal information;

(ii) undertake to comply with applicable data protection and privacy laws;

(iii) regulate and safeguard your data protection rights; and/or

(iv) use your information only for our purposes strictly in accordance with our directions and instructions.

(b) While we take reasonable care in our selection of our service providers, we are only responsible for our own compliance with applicable laws.

11. Retention of Your Personal Information

11.1. To the extent permitted by applicable laws, we will retain your personal information for as long as it is needed for the purposes for which such information is collected or used (as notified to you) continues, or where necessary, for our legitimate business purposes or legal purposes. Where we no longer require your personal information for those purposes, we will cease to retain your personal information.

12. Your Rights and Choices

12.1. You have certain rights and choices in connection with the personal information we obtain about you, such as how we use the information and how we communicate with you. To help
protect your privacy and maintain security, we may take steps to verify your identity and request for further information before processing your request.

12.2. To the extent permitted by applicable laws, a nominal charge may apply to your exercise of the rights described above, to cover our cost of verifying the request and locating, retrieving, copying, correcting, deleting or porting your personal information (as the case may be).

12.3. **Access and correction.** We will keep all personal information collected as accurate, complete and up to date as necessary, taking into account its intended use and the interests of the Group and our Community. Where possible, we will validate the personal information using generally accepted practices and guidelines.

12.4. **Withdrawal of consent.**

(a) You have the right to withdraw any consent you previously provided to us or object at any time to the processing of your personal information for marketing purposes or on legitimate grounds to any other processing of your personal information.

(b) You may also withdraw your consent for us and/or our Marketing Affiliates to send you marketing information via email, SMS or instant messaging, by following the unsubscribe procedure in the marketing information received.

(c) Your withdrawal or objection will however not affect the lawfulness of our processing of your personal information based on your consent or our legitimate grounds before your withdrawal.

(d) Depending on the extent of your request and the purposes for which your personal information was collected for, we may no longer be able to provide or continue providing certain Products & Services to you and you can no longer partake in certain Activities.

12.5. **Data porting.** Subject to applicable laws, you may also have the right to receive, in a structured, commonly used, and machine-readable format, the personal information that you provided us with, as well as the right to have this information transmitted to another organisation, where it is technically feasible. Please reach out to us in writing to discuss this, if required.

12.6. **Disclaimer**

(a) If you have been approached by persons who may represent themselves to be affiliates, agents, employees, officers, partners and/or representatives of the Group and have offered opportunities to acquire databases of events (whether jointly or singly) managed, owned and/or organised by the Group (“Event Databases”), please seek verification with us and independent consultation before proceeding further.
(b) The Group does not sell the Event Databases; and all personal information are collected, disclosed, process, stored, transferred and/or used by us in accordance with our Privacy Policy.

(c) You are advised to be vigilant and exercise all necessary caution and circumspection when approached by anyone purporting to be affiliates, agents, employees, officers, partners and/or representatives of the Group, especially for the sale of Event Databases.

(d) The Group disclaims any and all responsibility for any form of loss or damages occasioned directly or indirectly by any form of reliance on the fraudulent representations.