

Singapore Chinese Chamber Institute of Business

Personal Data Protection Policy - Student

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At Singapore Chinese Chamber Institute of Business (SCCIOB), we are committed to protecting and safeguarding the personal data we have collected from you.

This Personal Data Protection Policy describes the types of personal data we collect from our operations. The Policy also sets forth how we collect, use, disclose or otherwise process this data, provides other details about our personal data practices, and explains how to contact us if you have any questions or concerns.

In this Policy, "personal data" means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access. Other terms used in this Notice shall have the meanings given to them in the Singapore Personal Data Protection Act (where the context so permits).

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- B. Collection of Personal Data
- C. Purpose of Collection
- D. Consent and Right to Withdraw Consent
- E. Rights of Access
- F. Disclosure of Personal Data
- G. Security, Storage and Duration of Data Retention
- H. Exceptions and Exclusion of Liability
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A. Our Obligations:

1. Consent Obligation

SCCIOB only collects, uses or discloses personal data of which you have given your consent.

SCCIOB allows you to withdraw consent, with reasonable notice, and shall inform you of the likely consequences of withdrawal. Upon withdrawal of consent to the collection, use or disclosure for any purpose, SCCIOB shall cease such collection, use or disclosure of your personal data except as required for administrating the course by any persons, government agencies, statutory authorities and/or industry regulators, to whom we are compelled or required to do so pursuant to any law.

2. Purpose Limitation Obligation

SCCIOB may collect, use or disclose your personal data for the purposes that you would consider appropriate in the circumstances and for which you have given consent.

SCCIOB may not, as a condition of providing a service, require you to consent to the collection, use or disclosure of your personal data beyond what is reasonable to provide that service.

3. Notification Obligation

SCCIOB shall notify you of the purposes for which SCCIOB is intending to collect, use or disclose your personal data on or before such collection, use or disclosure of personal data.

4. Access and Correction Obligation

Upon request, your personal data and information about the ways in which your personal data has been or may have been used or disclosed within a year before the request should be provided. However, SCCIOB is prohibited from providing you access if the provision of the personal data or other information could reasonably be expected to:

- cause immediate or grave harm to your safety or physical or mental health;
- threaten the safety or physical or mental health of another individual;
- reveal personal data about another individual;

- reveal the identity of another individual who has provided the personal data, and the individual has not consented to the disclosure of your identity; or
- be contrary to national interest.

SCCIOB shall correct any error or omission in your personal data upon your request. Unless SCCIOB is satisfied on reasonable grounds that the correction should not be made, SCCIOB should correct the personal data as soon as practicable and send the corrected data to other organisations to which the personal data was disclosed within a year before the correction is made, or with your consent, only to selected organisations.

5. Accuracy Obligation

SCCIOB shall make reasonable effort to ensure that personal data collected by or on behalf of SCCIOB is accurate and complete if it is likely to be used to make a decision that affects you, or if it is likely to be disclosed to another organisation.

6. Protection Obligation

SCCIOB shall make reasonable security arrangements to protect the personal data that SCCIOB possesses or controls to prevent unauthorised access, collection, use, disclosure or similar risks.

7. Retention Limitation Obligation

SCCIOB shall cease retention of personal data or remove the means by which the personal data can be associated with particular individuals when it is no longer necessary for any business or legal purposes.

8. Transfer Limitation Obligation

SCCIOB shall transfer personal data to another country only according to the requirements prescribed under the regulations, to ensure that the standard of protection provided to the personal data so transferred will be comparable to the protection under the Personal Data Protection Act, unless exempted by the Personal Data Protection Commission.

9. Openness Obligation

SCCIOB shall make information about SCCIOB's data protection policies, practices and complaints process available on request.

B. Collection of Personal Data

The types of Personal Data we collect essentially depend on the purpose of collection. Thus depending on the purpose of collection, the Personal Data collected may be in the form of:

- a. Name.

- b. Date of birth.
- c. Gender.
- d. NRIC / passport.
- e. Contact Information, address.
- f. Nationality.
- g. Education.
- h. Income.
- i. Employment records.
- j. Banking particulars, credit card details.
- k. Audio-visual information.

C. Purpose of Collection

The Personal Data as provided/furnished by you to SCCIOB or collected by SCCIOB from you or through such other sources as may be necessary for the fulfilment of the purposes (“**collected**”) at the time it was sought or collected, will be used for such purpose and for the following reasons (collectively “**Purposes**”):

- a. Assessing application for membership.
- b. Assessing application for course, funding or grant.
- c. Communicating with you.
- d. Providing services, to process billing / payment transactions.
- e. Responding to an individual's request, enquiry, feedback or complaint.
- f. Administering enrollment to any course offered by SCCIOB.
- g. For marketing and promotional activities, market surveys, course evaluation, trend and statistical analysis.
- h. For finance activities.
- i. For credit assessments, financial and background investigation as and when deemed necessary.
- j. For the maintenance and upkeep of internal records, filing and operations.
- k. For meeting any legal or regulatory requirements relating to our provision of services and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to us or our affiliates.
- l. To enter into the necessary agreement and/or contract.
- m. For handling the report for lost item, customer complaints and taking appropriate action relating thereto.
- n. For security and crime prevention purposes, risk management, safeguarding SCCIOB in the event of any claim, litigation, suits, etc.
- o. For compliance with any law, legislation or regulation, or any request, enforcement or investigation from any governmental and/or regulatory authority.
- p. For transfer to third party to facilitate any of the aforesaid Purposes

Please note that it is necessary for an individual to provide us with your accurate personal data. Failure to do so may result in us being unable to process and/or use your personal data in relation to the Purposes.

If you choose not to provide us with your personal data for the purposes listed above, you may submit a request in writing or via email to our Data Protection Officer at the contact details provided below or indicate in the personal data collection form submitted to us (if any).

Depending on the complexity of the request and its impact to our relationship with you, we will not collect or, within **30 days of our receipt** of your request, cease using and/or disclosing your personal data in accordance with your request.

The purposes listed in above may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

D. Consent and Right to Withdraw Consent

You shall be invited to give express consent to SCCIOB collecting, using and disclosing your personal data for the purposes of course soliciting, research activities and future event notification and publicity as well as SCCIOB's news dissemination.

By so indicating your acceptance of the terms of this Policy, you shall be deemed to have expressly consented to the processing of your Personal Data by SCCIOB or any of our authorised staff, partners and/or contractors for the Purposes outlined in C above.

Notwithstanding anything to the contrary, you may at any time withdraw your consent to SCCIOB processing any Personal Data of yours or to any part or portion of the processing by sending to SCCIOB at the address set out below a written notice of withdrawal. SCCIOB shall take all necessary measures to give effect to your withdrawal of consent, to the extent that such withdrawal does not conflict with any of SCCIOB's other legal obligations. Please note that if you withdraw your consent for any reason, SCCIOB may be unable to provide certain services to you

Depending on the complexity of the request and its impact to our relationship with you, we will cease (and instruct any of our data intermediaries and agents to cease) collecting, using or disclosing the personal data within **10 business days** of our receipt of your request, unless required or authorised under applicable laws.

E. Accuracy, Rights of Access and Correction of Personal Data

We will make every reasonable effort to ensure that personal data collected by us or on our behalf is accurate and complete.

You may at any time hereafter make written enquiries, complaints and request for access to, or correction of, your Personal Data or limit the processing of your Personal Data by submitting such written request to the Personal Data Protection Officer of SCCIOB via e-mail to dpo@SCCIOB.edu.sg or post it to the address as set out below:

Postal:

Data Protection Officer
Singapore Chinese Chamber Institute of Business
9 Jurong Town Hall Road, #04-10
Trade Association Hub,
Jurong Town Hall,
Singapore 609431

We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request **within thirty (30) days** after receiving your request in writing (including both electronic and non-electronic methods), we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA). If your request relates to personal data which we are processing on behalf of another organisation, we will instead forward your request to the relevant organisation for their necessary action.

Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

Any Personal Data retained by us shall be destroyed and/or deleted from our records and system in accordance with our retention policy in the event such data is no longer required for the said Purposes in C or any other business or legal purposes.

F. Disclosure of Personal Data

The Personal Data provided to us shall be managed and used in accordance with the terms of this Policy. However, we may disclose your Personal Data to the following parties:

- a. Singapore Chinese Chamber of Commerce & Industry (SCCCI), our parent company, our business partners, and our affiliates that provide related services in connection with our services;
- b. Our auditors, consultants, lawyers, accountants or other financial or professional advisers appointed in connection with our services;
- c. Our third party service providers, third party management companies, sub-contractors or other parties as may be deemed necessary by us to facilitate your dealings with us;
- d. Our appointed service providers in fulfilling our services; and
- e. Any persons, government agencies, statutory authorities and/or industry regulators, whom we are compelled or required to do so pursuant to any law

Third parties are legally tasked with processing your Personal Data in line with principles specified by SCCIOB and may not use it for any other purposes. Third parties are also held responsible for securing your Personal Data at an appropriate level of security in relation to applicable data protection laws and widely accepted industry standards.

SCCIOB reserves its right to use or disclose any data as needed to satisfy any law, regulation or legal request, to protect the integrity of our Online Service, to fulfil your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.

G. Security, Storage and Duration of Data Retention

SCCIOB is committed to ensuring that your Personal Data is secure, and in connection therewith, suitable processes and procedures have been put in place to ensure that all Personal Data collected by us shall be stored and/or filed in such manner as to ensure that the Personal Data maintains its accuracy, integrity, remains confidential, is protected against loss, misuse, modification and unauthorised or accidental access, disclosure, alteration, destruction or manipulation.

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 such as up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to authorised third parties and agents only on a need-to-know basis.

However, no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your personal data and are constantly reviewing and enhancing our information security measures.

SCCIOB shall store and/or retain all Personal Data only for as long as required for the fulfilment of the purposes stated in B above or pursuant to any legal obligation imposed upon SCCIOB in its operation of the Services or by virtue of any applicable law that may from time to time be in force.

H. Exceptions and Exclusion of Liability

Notwithstanding the foregoing provisions, SCCIOB reserves the right to refuse to entertain any request for withdrawal of consent, access or correction in the following circumstances:

- Where there is insufficient information provided by any party making a request to enable SCCIOB to positively locate or identify the Personal Data in question;
- Where there is reasonable doubt surrounding the identity of the person making the request or where SCCIOB feels that the requesting party is not in fact the owner or the subject of the Personal Data in question and is not lawfully entitled to make any requests in relation to the Personal Data;
- Where permitting access or correction would be tantamount to a violation of an Order of Court;
- In requests for access or for correction (excluding instances of withdrawal of consent):
 - a) where the burden or expense of entertaining the request for access or correction is disproportionate to the risk to the privacy of the party making a request;
 - b) where compliance with the request would involve the unauthorised disclosure of Personal Data belonging to a third party;
 - c) where compliance would result in the disclosure of confidential commercial information; or
 - d) where access is regulated by another law

In the area of Personal Data protection, SCCIOB shall not be liable for any purported violation, breach or non-compliance with any precepts of privacy or the protection of Personal Data in the following instances:

- Where an act of nature or event outside the control of SCCIOB results in the damage or malfunction or destruction in any equipment or machinery used to secure, store or process Personal Data;
- Where Personal Data is readily available or able to be found in the public domain; and
- Where, despite SCCIOB's best efforts, there is unauthorised access, modification, alteration, misuse, tampering or abuse of Personal Data caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under the control or direction of SCCIOB.

I. Integrity of Personal Data

We will make every reasonable effort to ensure that personal data collected by us or on our behalf is accurate and complete.

You are responsible for ensuring that the Personal Data you provide us is accurate, complete and not misleading and that such Personal Data is kept up to date. We may request your assistance to procure the consent of third parties whose Personal Data is provided by you to us and you agree to use your best endeavours to do so.

J. Transferring and Sharing of Personal Data

It may be necessary, if so required for any of the Purposes, to transfer your Personal Data outside of Singapore or to disclose your Personal Data to our parent company, business partners, affiliates, associates, service providers and/or relevant authorities, who may be located within or outside Singapore. Save for the foregoing, your Personal Data will not be knowingly transferred to any place outside Singapore or be knowingly disclosed to any third party. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the applicable personal data protection laws and regulations.

SCCIOB also does not sell, transfer or disclose personal information to third parties outside the SCCIOB Family. The SCCIOB Family includes our parent company, partners, associates and service providers. However, with your permission, we will on occasion send marketing information on behalf of our business partners or associates about products or services they provide that may be of interest to you. You may be asked if you wish to receive marketing materials from SCCIOB's partners or associates. If you elect to receive such materials, SCCIOB will not share your personal information with such partners or associates but rather will send an e-mail on behalf of the partners or associates.

K. Protection of Personal Data in SCCIOB's Possession

SCCIOB shall limit the collection and use of personal information to what is necessary to administer its services and to deliver superior service to you. To serve you better, SCCIOB may combine the information which you have given to us through our website or other channels.

SCCIOB shall protect the confidentiality of all personal information which you have shared with us. In cases where we share personal information with our parent company, partners or affiliates, we will protect that personal information with a strict confidentiality as stated in our agreement. Companies hired by us to provide support services or to act as our agent must conform to our privacy standards.

SCCIOB's corporate policies stipulate that any staff with access to confidential customer information is not permitted to use or disclose such information except for business purposes. All staff are required to safeguard such information as specified in their confidentiality agreements with SCCIOB.

In all cases, your personal information is protected by a strict confidentiality agreement. We do not allow any non-affiliated company to retain your personal information any longer than it is necessary to provide you with the service or information unless you have granted us permission to do so.

Staff of SCCIOB shall sign the Confidentiality Clause to undertake not to misuse or disclose personal data in their possession during their course of work and to take every precaution to ensure all personal data under their possession is being kept confidential at all times.

L. Language

This Policy is issued in English.

M. Changes to the Personal Data Protection Policy

This Personal Data Protection Policy is effective as of 2nd July 2014. From time to time, it may be necessary for SCCIOB to change this policy. If we change our policy, we will post the revised version on our corporate website, so we suggest that any interested person check for the most up-to-date version of our personal Data Protection Policy online.

SCCIOB may continue to use your Personal Data that was collected before 2 July 2014 for purposes which the Personal Data was collected unless consent is withdrawn by you. If you wish to withdraw your consent from SCCIOB's use of your Personal Data, or if you have any enquiry, request, feedback or complaint regarding our personal data protection policies and procedures, you may contact SCCIOB's Personal Data Protection Officer of SCCIOB via e-mail to dpo@SCCIOB.edu.sg or post it to the address as set out below:

Postal:
Data Protection Officer
Singapore Chinese Chamber Institute of Business

9 Jurong Town Hall Road, #04-10
Trade Association Hub,
Jurong Town Hall,
Singapore 609431

In such event, the prevailing terms of this Policy from time to time shall apply. By continuing your relationship with SCCIOB after any amendments have been introduced and published on the SCCIOB website, you shall be deemed to have accepted the Policy as amended.

N. Governing Law

This Data Protection Policy shall be governed in all respects by the laws of Singapore.

O. SCCIOB Do-Not-Call Policy

We respect the Do Not Call Registry, which allows individuals to opt-out of receiving marketing messages by registering their Singapore phone numbers.

You are advised to manage your preference on how SCCIOB and its partners, associates or vendors contact you on marketing activities by selecting your preferred contact mode. Marketing Activities include invitations to SCCIOB's events and activities, etc.

If you do not wish to receive any marketing messages from us, you could inform us via email:

- dnc@scciob.edu.sg

Please note:

- a) Any change request will take 30 days to come into effect.
- b) Your status will remain valid until you change it again.
- c) Your consent on SCCIOB DNC will override the National DNC, regardless of which is submitted first.

Last Updated: 01 November 2021

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DECLARATION

1. I declare and warrant that all information submitted is accurate and complete to the best of my knowledge and that I have obtained consent from all third parties (e.g. business associates, colleagues or family members) to provide their data to SCCIOB in relation to this application and hereby consent on behalf of such individual to the collection, use and disclosure of his/her personal data by SCCIOB for the above purposes.
2. I understand and agree that if it is subsequently discovered that I have wilfully given incorrect information or withheld any relevant information, my application will be disqualified, and SCCIOB reserves the right to cease providing its services to me without any notice or compensation.
3. I acknowledge that I have read, understood and agreed to the above Policy, and hereby consent to the collection, usage and disclosure of my personal data by SCCIOB for the purposes stated in the above Policy.

Please tick the relevant boxes below if you agree to receive the following marketing materials:

- I do not wish to receive any marketing information
- I would like to receive information about the services which may be provided by SCCIOB Singapore, including (but not limited to) information about new services, via the following channels:
 - newsletter
 - email
 - text message
 - telephone call

Name:

Signature & Date: