

Privacy Policy

Data Protection Policy

The purpose of this document ("Data Protection Policy") is to inform you of how Banyan Tree Holdings Limited and its related corporations (collectively, the "Companies") manages Personal Data (as defined below) which is subject to the Singapore Personal Data Protection Act (No. 26 of 2012) ("the Act"). Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us, or signing up for any products and services offered by us, you agree and consent to the Companies, as well as their respective representatives and/or agents ("Representatives") (the Companies and Representatives collectively referred to herein as "Banyan Tree", "us", "we" or "our") collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to the Companies' authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede nor replace any other consents you may have previously provided to Banyan Tree in respect of your Personal Data, and your consents herein are additional to any rights which to any of the Companies may have at law to collect, use or disclose your Personal Data.

Banyan Tree may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Data Protection Policy as updated from time to time on our website <http://www.banyantree.com/en/privacy-policy>. Please check back regularly for updated information on the handling of your Personal Data.

1. Personal Data

1.1 In this Data Protection Policy, "Personal Data" refers to any 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, including data in our records as may be updated from time to time.

1.2 Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address, network data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us, or via other forms of interaction with you.

2. Collection of Personal Data

2.1 Generally, we collect Personal Data in the following ways:

when you submit any form, including but not limited to application and registration forms;

when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our products and services;

when you interact with our staff, including customer service officers, for example, via telephone calls (which may be recorded), letters, face-to-face meetings, social media platforms and emails;

when you use our electronic services, or interact with us via our websites or use services on our websites;

when you request that we contact you or request that you be included in an email or other mailing list;

when you respond to our promotions, initiatives or to any request for additional Personal Data;

when you submit an employment application or when you provide documents or information including your resume and/or CVs in connection with any appointment as an officer, director, representative or any other position;

when your images are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend events at our premises;

when you are contacted by, and respond to, our marketing representatives and customer service officers;

when we seek information about you and receive your Personal Data in connection with your relationship with us, including for our products and services or job applications, for example, from business partners, public agencies, your ex-employer, referral intermediaries and the relevant authorities; and/or

when you submit your Personal Data to us for any other reason.

2.2 When you browse our website, you generally do so anonymously but please see the section below on cookies. We do not, at our website, automatically collect Personal Data unless you provide such information or login with your account credentials.

2.3 If you provide us with any Personal Data relating to a third party (e.g. information of your spouse, children, parents, and/or employees), by submitting such information to us, you represent to us that you have obtained the consent of the third party to provide us with their Personal Data for the respective purposes.

2.4 You should ensure that all Personal Data 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 the products and services you have requested.

3. **Purposes for the Collection, Use and Disclosure of Your Personal Data**

3.1 **Generally**, Banyan Tree collects, uses and discloses your Personal Data for the following purposes:

responding to your queries, feedback, complaints and requests;

verifying your identity;

sending you our monthly eNewsletters if you have subscribed to our mailing list;

managing the administrative and business operations of Banyan Tree and complying with internal policies and procedures;

facilitating business asset transactions (which may extend to any mergers, acquisitions or asset sales) involving any of the Companies;

requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services;

matching any Personal Data held which relates to you for any of the purposes listed herein;

preventing, detecting and investigating crime and analysing and managing commercial risks;

managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);

monitoring or recording phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation and identity verification purposes;

in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;

managing and preparing reports on incidents and accidents;

conducting investigations relating to disputes, billing or fraud;

meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on Banyan Tree (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations); and/or

purposes which are reasonably related to the aforesaid.

3.2 In addition, Banyan Tree collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:

a. If you are a guest at our hotel, a member of the Laguna Holiday Club, the Banyan Tree Private Collection or other similar clubs, or a guest to events organised at our hotel or by us:

(i) providing customer service and support (including but not limited to customer relationship management, processing and confirming your reservations, managing your events, arranging for transportation, processing your payments and attending to your requests for any other goods and services whether or not offered by Banyan Tree);

(ii) creating and maintaining guest profiles in our system database;

(iii) corresponding with travel agents on your behalf;

(iv) administering debt recovery and debt management;

(v) managing our lost-and-found services;

(vi) administering rewards and benefits;

(vii) facilitating and organising events;

(viii) processing waiver forms; and/or

(ix) purposes which are reasonably related to the aforesaid.

b. If you are a guest at our spas, golfing ranges, or restaurants, or a customer of our tour services or the Banyan Tree Gallery;

(i) providing customer service and support (including but not limited to customer relationship management, processing and confirming your reservations, bookings and other orders, processing membership applications, and processing your payments);

(ii) creating and maintaining guest profiles in our system database;

(iii) administering debt recovery and debt management;

(iv) administering rewards and benefits; and/or

(v) purposes which are reasonably related to the aforesaid.

c. If you are an investor or a limited partner in one of our real estate funds:

(i) providing and administering the funds;

(ii) managing our sales exhibitions;

(iii) maintaining communications and our relationship with you; and/or

(iv) purposes which are reasonably related to the aforesaid.

d. If you are the owner or tenant of one of our properties (including but not limited to Angsana Residences, Banyan Tree Residences or Laguna Property):

(i) facilitating the sale or lease of our properties;

(ii) providing customer service and support (including but not limited to maintaining the properties and processing your payments); and/or

(iii) maintaining our database;

(iv) maintaining communications and our relationship with you;

(v) purposes which are reasonably related to the aforesaid.

e. If you are a visitor to our premises:

(i) facilities management (including but not limited to issuing visitor access passes, and recording entries to and exits from our premises); and/or

(ii) purposes which are reasonably related to the aforesaid.

f. If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by Banyan Tree:

(i) assessing your suitability as an external service provider or vendor for Banyan Tree;

(ii) managing project tenders and quotations, processing orders or managing the supply of goods and services;

- (iii) processing and payment of vendor invoices and bills;
- (iv) managing credit facilities applications;
- (v) managing business operations and product development;
- (vi) maintaining communications and our relationship with you;
- (vii) facilities management (including but not limited to maintaining the security of our premises); and/or
- (viii) purposes which are reasonably related to the aforesaid.

g. If you submit an application to us as a candidate for employment or representative position:

- (i) conducting interviews;
- (ii) processing your application (including but not limited to pre-recruitment checks involving your qualifications and facilitating interviews);
- (iii) obtaining employee references and for background screening;
- (iv) assessing your suitability for the position applied for;
- (v) facilities management (including but not limited to maintaining the security of our premises and recording entries and exists); and/or
- (vi) purposes which are reasonably related to the aforesaid.

h. If you are an existing employee or associate of Banyan Tree:

- (i) conducting background screening;
- (ii) providing remuneration, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation, as well as recognising individuals for their services and conferring awards;
- (iii) administrative and support processes relating to your employment, including its management and termination, as well as staff benefits, including manpower, business continuity and logistics management or support, processing expense claims, medical insurance applications, leave administration, training, learning and talent development, managing provident funds, bank loans and visa applications, and planning and organising corporate events;

(iv) providing you with tools and/or facilities to enable or facilitate the performance of your duties;

(v) compiling and publishing internal directories and emergency contact lists for business continuity;

(vi) facilitating overseas travel arrangements (including but not limited to setting up travel accounts);

(vii) conducting internal or external audits;

(viii) facilities management (including but not limited to maintaining the security of our premises, maintaining proper key access control and recording entries and exists);

(ix) conducting analytics, surveys and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;

(x) ensuring that the administrative and business operations of Banyan Tree function in a secure, efficient and effective manner (including but not limited to providing internal communications and maintenance);

(xi) administering cessation processes; and/or

(xii) purposes which are reasonably related to the aforesaid.

i. If you are a shareholder, authorised bank signatory of Banyan Tree or sit on the Board of Directors of Banyan Tree:

(i) onboarding or facilitating your appointment;

(ii) maintaining statutory registers and to manage the publication of shareholder or director statistics on annual reports and circulars; and/or

(iii) purposes which are reasonably related to the aforesaid.

j. If you are a contributor or donor to the Banyan Tree Global Foundation:

(i) managing our corporate social responsibility projects;

(ii) inviting you to attend our dialogue and distinguished lecture sessions;

(iii) maintaining communications and our relationship with you; and/or

(iv) purposes which are reasonably related to the aforesaid.

3.3 Furthermore, where permitted under the Act, Banyan Tree may also collect, use and disclose your Personal Data for the following “Banyan Tree Additional Purposes”:

- a. providing or marketing products, services and benefits to you, including but not limited to special events, promotions, loyalty and reward programmes from Banyan Tree;
- b. matching Personal Data with other data collected for other purposes and from other sources (including but not limited to third parties) in connection with the provision, marketing or offering of products and services by Banyan Tree;
- c. leads generation and management for marketing Banyan Tree's products and services;
- d. administering and organising contests, lucky draws, promotional events, competitions and marketing campaigns, and personalising your experience at Banyan Tree's touchpoints;
- e. communicating to you advertisements involving details of our products and services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you;
- f. conducting market research and surveys to enable us to understand and determine customer location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile; and/or
- g. purposes which are reasonably related to the aforesaid.

3.4 If you have provided your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, Banyan Tree may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services.

3.5 In relation to particular products and services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

3.6 You have a choice to withdraw your consent for receiving marketing or promotional materials/communication. You may contact us using the contact details found below.

3.7 Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 30 working days for your withdrawal to be reflected in our systems. Therefore, you may still receive

marketing or promotional materials/communication during this period of time. Please note that even if you withdraw your consent for the receipt of marketing or promotional materials, we may still contact you for other purposes in relation to the products and services that you have requested from Banyan Tree.

4. **Disclosure of Personal Data**

4.1 Banyan Tree will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following entities or parties, whether they are located overseas or in Singapore:

- a. Banyan Tree's related corporations;
- b. companies providing services relating to medical screening, insurance and consultancy to Banyan Tree;
- c. agents, contractors or third party service providers who provide operational services to Banyan Tree, such as courier services, telecommunications, information technology, payment, printing, billing, payroll, processing, technical services, training, market research, call centre, security, employee recognition or other services to Banyan Tree;
- d. vendors or third party service providers in connection with marketing promotions and services offered by Banyan Tree;
- e. our partners in the tourism industry and other hospitality counterparts;
- f. 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 any of the Companies;
- g. external food and beverages establishments;
- h. airline companies and travel agents;
- i. external banks, credit card companies, secretarial agents and their respective service providers;
- j. our professional advisers such as consultants, auditors and lawyers;
- k. foreign embassies in relation to facilitating overseas travel arrangements;
- l. relevant government ministries, regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes

imposed by any governmental authority; and

m. any other party to whom you authorise us to disclose your Personal Data to.

5. Use of Cookies

5.1 When you interact with us on our websites, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognise a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).

5.2 Cookies are small text files stored in your computing or other electronic devices which allow us to remember you. The cookies placed by our server are readable only by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any information on that visitor.

5.3 Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of our website.

6. Data Security

6.1 Banyan Tree will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites.

6.2 While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or use our mobile services, and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.

6.3 If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person,

and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

7. Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

7.1 If you:

a. have any questions or feedback relating to your Personal Data or our Data Protection Policy;

b. would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or

c. would like to obtain access and make corrections to your Personal Data records, you can approach us via the following channels:

Call: +65 6849 5742

Email: data-protection@banyantree.com

Write to our Data Protection Officer at:

Risk Management / Data Protection Officer

211 Upper Bukit Timah Road

Singapore 588182

7.2 Please note that if your Personal Data has been provided to us by a third party (e.g. a referrer, or your company), you should contact such party directly to make any queries, feedback, complaints, and access and correction requests to Banyan Tree on your behalf.

7.3 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, Banyan Tree may not be in a position to continue to provide its products and services to you, administer any contractual relationship in place, which in turn may also result in the termination of any agreements with Banyan Tree, and your being in breach of your contractual obligations or undertakings. Banyan Tree's legal rights and remedies in such event are expressly reserved.

8. Governing Law

8.1 This Data Protection Policy and your use of this website shall be governed in all respects by the laws of Singapore.