



## Notice under the Personal Data Protection Act 2010

This written notice ("**Notice**") is issued by *Henkel (Malaysia) Sdn Bhd* and by *Henkel (Malaysia) Sdn Bhd* on behalf of its subsidiaries, affiliates and/or related corporations (collectively "**our**", "**us**" or "**we**") to you. For the purpose of this Notice, the terms "**personal data**", "**sensitive personal data**" and "**processing**" shall have the same meaning as prescribed in the Personal Data Protection Act 2010 ("**Act**").

### **CONSENT**

1. This Notice serves to inform you that your personal data is being processed by us or on our behalf and you hereby give your consent to the processing of your personal data.

### **DESCRIPTION OF PERSONAL DATA**

2. We may collect a variety of personal data from you from time to time including but not limited to name, date of birth, age, Malaysian Identification Card number, passport number, other personal identification number and/or copies of any identification card, work permits, CIDB Card, nationality, designation, race, gender, religion, health condition and information, travel history, e-mail address, address, contact number, photographs, CCTV images and footages, bank account/payment details, results of background/credit checks (if any), other personal data which is submitted or made available by you to us from time to time and all other personal data we again collect from you on any subsequent occasion. The types of personal data that we may collect would depend on the circumstances of the collection, the nature of the services involved or our dealings with you.

### **PURPOSE**

3. Your personal data is being or is to be collected and further processed by us for the following purposes:
  - (a) performing pre-contractual activities and our contractual obligations with you;
  - (b) ensuring the performance by you of your pre-contractual and contractual obligations to us;
  - (c) to administer and give effect to the commercial transactions with you and obtaining professional advice;
  - (d) where relevant, allowing you to connect to the wifi facilities offered by us or our service provider and/or granting you access to any applications and/or online platforms or sites owned, operated or managed by us or on our behalf ("**Platform**") subject to any relevant terms and conditions
  - (e) where relevant, to provide and improve our products and/or services to you;
  - (f) where relevant, receiving products and/or services from you;



- (g) where relevant, granting you access to any relevant premises/facilities, including without limitation the premises/facilities owned, operated or managed by us or on our behalf ("**Our Premises**") subject to any relevant terms and conditions;
- (h) if necessary, to verify your financial standing through credit reference/reporting check and conducting background checks;
- (i) where relevant, verifying and carrying out financial transactions in relation to payments made by or to you and administering and processing any payments related to products and/or services requested or provided by you;
- (j) communicating with you, dealing with your inquiries or complaints, resolving any issues/disputes and enforcing our rights;
- (k) the operation, management and/or maintenance of our system, the Platform and/or Our Premises;
- (l) for internal management and administrative purposes, including without limitation for purposes related to data storage and management;
- (m) inviting you to participate in our events, contests, tournaments, competitions, programmes and other activities organised or sponsored by us or on our behalf ("**Events**");
- (n) business development purposes, market surveys/research and trend analysis such as evaluating the effectiveness of our marketing or advertising content, statistics compilation, reporting, audit, compliance, risk management and assessment, data analytics to improve our services and for the purpose of assisting us in any future dealings with you, for example, by identifying your requirements and preference;
- (o) advertising and providing you with information (such as Events, offers or promotions) relating to our and our related corporations' and business partners' products and/or services, including without limitation sending you e-newsletters, promotional marketing materials, seasonal/birthday greetings and messages, gifts and/or vouchers;
- (p) publishing photographs or video footages of you, which are captured during your participation in any of the Events (with or without your name), on our Platform or social media or at Our Premises;
- (q) protecting your safety and wellbeing and that of our other customers/patrons;
- (r) preventing or investigating any illegal or criminal activities and complying with any legal or regulatory requirements and/or directions and instructions from any law enforcement officer or any governmental and regulatory bodies;
- (s) such other purposes authorised by you or directly related or ancillary to the foregoing.

(collectively, the "**Purposes**").



#### **SOURCE OF PERSONAL DATA**

4. Your personal data is being or is to be collected from a variety of sources, including without limitation:
- (a) from the information/forms submitted or filled in by you or on your behalf to us;
  - (b) when you visit Our Premises in person;
  - (c) via any Platforms and/or the cookies;
  - (d) from any information or document submitted or provided by you to us for any of the Purposes (such as CIDB Card, work permits, identity card or passport);
  - (e) when you use or inquire about our products and/or services and vice versa;
  - (f) when you inquire about, register for or participate in any Events;
  - (g) when you contact us through various methods such as telephone calls, emails and/or the Platform;
  - (h) from healthcare service providers or professionals and medical certificates/records, if necessary;
  - (i) from CCTV;
  - (j) through any third parties (including without limitation your friends and family members, credit reference bodies, background check agencies, regulatory and law enforcement authorities and other third party sources); and/or
  - (k) from all other communications between you and us and all other information that you may provide to us from time to time.

#### **ACCESS TO, CORRECTION OF AND LIMITING THE PROCESSING OF PERSONAL DATA**

5. You have the right to request access to and to request correction of your personal data subject to the following and subject to provisions of the Act:
- (a) you may, upon payment of a prescribed fee (if any), make a data access request or a data correction request in writing to us; and
  - (b) we may refuse to comply with your data access request or a data correction request and shall, by notice in writing, inform you of our refusal and the reasons of our refusal.
6. You may, by providing us with a notice in writing: (a) limit the processing of your personal data or request us to cease or not begin processing your personal data for purposes of direct marketing; and/or (b) withdraw your consent previously given to us (in full or in part) to the processing of your personal data, subject to any applicable legal restrictions and a reasonable duration of time for such notice/request to be effected. If you limit the processing or withdraw your consent to any or all use of your personal data, it may result in: (i) us being unable to continue to administer any arrangement or contractual relationship in place between you and us; (ii) us being unable to (continue to) perform any of our contractual obligations to you (if any); (iii) us being unable to process your personal data for any of the Purposes; and/or (iii) the termination of any arrangements/agreements/contracts between you and us, without any liability on our part ("**Consequences**").



7. You may contact us with any inquiries or complaints in respect of your personal data via the methods below:

Data Protection Committee  
Phone: 03-2246 1000  
Fax: 03-2246 1188  
Email: [dpcmalaysia@henkel.com](mailto:dpcmalaysia@henkel.com)

### **DISCLOSURE OF PERSONAL DATA**

8. We may disclose/transfer your personal data to the following third parties (who may be located within or outside Malaysia):
- (a) our related corporations, subsidiaries, affiliates and/or our group companies;
  - (b) our business partners, contractors and service providers, including without limitation our data centre service providers, storage facility and records management service providers, cloud service providers, telecommunications and information technology service providers and/or data analytics and marketing agencies;
  - (c) healthcare service providers or professionals, clinics and/or hospital (where necessary);
  - (d) credit reporting agencies, background check agencies and/or our financial and other professional advisors (where relevant);
  - (e) banks, insurance companies, payment verification providers and payment processors (where relevant);
  - (f) governmental departments and/or agencies, regulatory and/or statutory bodies and law enforcement officer;
  - (g) such third party as requested for or authorised by you;
  - (h) your nominee, immediate family members and/or contact person (in case of emergency) as may be notified to us from time to time;
  - (i) safety and security personnel;
  - (j) our actual or potential assignee, assignor, transferee, transferor, acquirer or acquiree in respect of our rights, interests and/or properties;
  - (k) third parties due to any actual or potential Corporate Transaction; and/or
  - (l) other third parties for any of the Purposes.

### **THIRD PARTY PERSONAL DATA**

9. We may require your assistance if the personal data relating to other persons is required to process your personal data for the Purposes and you hereby agree to use your best endeavors to assist us when required.
10. In the event that personal data of any third party is supplied by you to us, you shall ensure that such third party has read this Notice and consented to us collecting his/her personal data for any of the Purposes prior to the supply of his/her personal data to us.



11. Where another person is providing/submitting any of your personal data to us, you agree that you have authorised the disclosure of your personal data to us and consented to the processing of your personal data by us in accordance with this Notice.

#### **OBLIGATORY PERSONAL DATA**

12. It is obligatory that you supply us the information marked or specified as compulsory in our forms (collectively, "**compulsory personal data**"). If you fail to supply us with any of the compulsory personal data, it may result in the any of the Consequences (as specified in paragraph 6 above).

#### **TRANSFER OF PERSONAL DATA TO PLACES OUTSIDE MALAYSIA**

13. We may transfer your personal data to a place outside of Malaysia and you hereby give your consent to the transfer.

#### **ACCURACY OF YOUR PERSONAL DATA**

14. You are responsible for ensuring that the information you provide to us is accurate, complete, not misleading and kept up to date.

#### **CONFLICT**

15. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia version.

#### **AMENDMENTS**

16. We may update and amend this Notice from time to time. We will notify you of any amendments to this Notice via notices on our Platform or other appropriate means. Any such amendments will be effective upon such notification. By continuing to engaging with us, accessing our Platform or Our Premises and/or providing us with your services/products, after the issuance of such amendment notice, you will be considered as having agreed to this Notice (as amended and updated).