

NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010

The Personal Data Protection Act 2010 (“PDPA”) and the applicable regulations, guidelines, orders made under the PDPA and any statutory amendments or re-enactments made of the PDPA from time to time (collectively the “Act”), which regulates the processing of personal data in commercial transactions, applies to LOL Events (M) Sdn Bhd (“LOL Asia”), and its affiliates (including but not limited to its subsidiaries, associated and affiliated companies, and related corporations) (“our” , “us” or “we”). For the purpose of this written notice (“Notice”), the terms “personal data” and “processing” shall have the same meaning as prescribed in the Act.

1. Consent

This Notice serves to inform you whether you are our customers, vendors, suppliers, distributors or service providers 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 upon usage of this website and through forms you filled up in relation to LOL Asia.

2. Description of personal data

We may collect a variety of your personal data including but not limited to your name, date of birth, age, company name, designation, Malaysian Identification Card number, passport number or such other personal identification number, nationality, religion, e-mail address, address, contact number, health declaration, photograph, video images, other personal data you submitted to us from time to time and all other personal data we again collect from you on any subsequent occasion.

3. Purpose

Your personal data is being or is to be collected and further processed for:

- (a) performing our contractual obligation with you and for the continuation of such contractual obligations;
- (b) administer and give effect to your commercial transaction with us;
- (c) administering and processing any payments related to products, services and/or facilities requested by you;
- (d) providing our products and/or services to you (or your company, if applicable);
- (e) communicating with you in regards to our commercial relationship;
- (f) responding to your inquiries or complaints and resolving disputes;
- (g) inviting you to participate in our (or affiliated) events and activities ongoing & upcoming
- (h) conducting activities such as evaluating the effectiveness of marketing, market surveys/research, trend analysis, statistic compilation, reporting, audit, compliance, risk management, and data analytics to improve our services, marketing or advertising content;
- (i) providing you (or your company, if applicable) with information and/or updates on our products and/or services, promotional offers and of our related corporations and business partners;

- (j) identifying you (including publishing your name and photograph) should you become a winner in a contest and/or participate in any events/activities organised by us;
- (k) processing your invoices in relation to the sale/supply/distribution of your products and/or services;
- (l) sending e-newsletters or promotional marketing materials to you;
- (m) investigation and crime prevention purposes;
- (n) operating our premises in a manner which is physically safe, secure and befitting of health and safety requirements including without limitation, facilitating any contact tracing efforts in relation to COVID-19;
- (o) conducting other legitimate business activities;
- (p) complying with any legal or regulatory requirements and/or requests from government ministries/departments/bodies/agencies/regulatory bodies;
- (q) conducting credit reference checks and establishing your credit worthiness, where necessary;
- (r) sending you seasonal/special greetings messages and gifts from time to time;
- (s) purposes of obtaining legal and/or financial advice, enforcing our rights and/or for purposes of commencing legal action pursuant to any agreement or document which you have duly entered with us;
- (t) preparation of legal documents or contract to be entered by you;
- (u) developing products and/or services or launch marketing campaigns jointly with third parties;
- (v) applying and obtaining insurance policy(ies), if necessary;
- (w) transferring or assigning our rights, interests and obligations under any of your agreements with us;
- (x) purposes related to our company functions and/or events;
- (y) creating and maintaining a common database where we have a legitimate common interest;
- (z) data storage purposes;
- (aa) and such other purposes directly related to the foregoing.
(collectively, the “Purposes”).

4. Source of personal data

Your personal data is being or is to be collected

- (i) from your selected payment card details when you purchase our products and/or services;
- (ii) when you fill in any forms to register to use our products and/or services;
- (iii) when you fill in any forms to participate in any contests or programmes organized by us;
- (iv) when you log in to or use our products and/or services;
- (v) when you contact our customer service centre;
- (vi) from you directly when you submit your personal data to us for any of the Purposes;
- (vii) video recordings & photographed images;
- (viii) from all other communication between you and us on any subsequent occasion;
- (ix) any other forms, cards and documents through which we collect information from you;

- (x) Events;
- (xi) any third parties (including credit reference bodies, regulatory and law enforcement authorities);
- (xii) health declaration forms and
- (xiii) from all other information that you may provide us from time to time.

5. Access to, correction of and limiting the processing of personal data

You have the right to request access to and to request correction of your personal data and to contact us with any inquiries or complaints in respect of your personal data (including the possible choices and means for limiting the processing of your personal data or to cease or not begin processing your personal data for purposes of direct marketing) by:

Opt Out

Please be informed that you have the right to opt out of receiving Marketing Messages by way of clicking on the Unsubscribe link in the marketing message in email or by replying “Please Unsubscribe” to a received Whatsapp message. Kindly note that if you do not exercise your right to opt out of receiving such Marketing Messages, you will be deemed to have consented to the receiving of such Marketing Messages by LOL Asia, LOL Asia’s affiliates, business partners and related companies and LOL Asia, LOL Asia’s affiliates, business partners and related companies will continue to provide such Marketing Messages to you. Please note that LOL Asia reserves its right to send a specified messages to your email address and/or mobile number, if there is an ongoing relationship between LOL Asia and you and the purpose of the message is related to the subject of the ongoing relationship, pursuant to the requirements and conditions of the Exemption Order (“The Purposes”).

6. Withdrawal of Consent

You have the right to withdraw your consent previously given to us (in full or in part) subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be effected by providing us a notice in writing.

7. Disclosure of personal data

We disclose or may disclose your personal data to our subsidiaries, related corporations, affiliates, business partners, service providers (including without limitation our vendors, suppliers, agents and contractors), our financial and professional advisors, insurance companies, banks and/or financial institutions (including payment channels), Royal Malaysian Police, healthcare providers including hospitals, governmental departments and/or agencies, regulatory and/or statutory bodies, your immediate family members and/or emergency contact person as may be notified to us from time to time, any party in relation to legal proceedings or prospective legal proceedings, any party nominated or appointed by us either solely or jointly with other service providers, data centres and/or servers, storage facility and records management service providers located within or outside Malaysia and any such third party requested or authorized by you for any of the Purposes.

8. Third party personal data

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. 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.

9. Personal data of minors

In respect of minors (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Notice.

10. Obligatory personal data

It is obligatory that you supply us the details marked with asterisk (*) in our registration form (collectively, “compulsory personal data”). If you fail to supply us the compulsory personal data, we may refuse to process your personal data for any of the Purposes and/or result in us being unable to provide you with the services and/or products requested.

11. Transfer of personal data to places outside Malaysia

We may transfer your personal data to a place outside Malaysia in relation to The Purposes and you hereby give your consent to the transfer.

12. Accuracy of your personal data

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

13. Amendments

We may update and amend this Notice from time to time. We will notify you of any amendments to this Notice via announcements on our website or other appropriate means. Please check our website from time to time for amendments to this Notice. Any such amendments will be effective upon notification to you. By continuing to use our services and/or accessing our website, or providing us with your services, after being notified of any amendments to this Notice, you will be considered as having agreed to such amendments.