

1) Protection and Use of Personal Data

Penang Chinese Girls' School Union ("PCGS Union") values your Personal Data and strives to protect it in compliance with the laws of Malaysia. This Personal Data Protection Notice ("Notice") is issued by us pursuant to the requirements of the Malaysian Personal Data Protection Act 2010 ("the Act") to all our members, suppliers, associates, customers or any other individuals (hereinafter collectively referred to as "members") whose data is required to be collected by us by reason of, or incidental to, the provision of any services to our members. For the avoidance of doubt, please note that this Notice is applicable only if you are an individual and in the event of any conflict between the English and other language versions of this Notice, the English version shall prevail.

In the course of your dealings with PCGS Union, we may collect a variety of your Personal Data including but not limited to the following: -

- a) your name, address, gender, contact details, email address, education background, occupation, mobile phone number, information about your organisation and your designation within the organisation, personal information and other information deemed necessary and/or other information that you provide by filling in the online entry form on PCGS Union's Services. This includes information provided at the time of registering to use PCGS Union's Services, subscribing to our Services, posting material or requesting further Services. PCGS Union may also ask you for information at other times, for example in connection with a promotion or when you report a problem with our Services;
- b) details of transactions you carry out through PCGS Union's Services and/or for the fulfilment of your orders or completing the said transactions;
- c) such other information relevant or required for:-
 - i. compliance with legal and regulatory requirement;
 - ii. for conducting any transaction on PCGS Union's Services; and/or
 - iii. engagement of PCGS Union's Services.
- d) details of your visits to PCGS Union 's Services and the resources that you access; and/or
- e) any additional information provided by you or third parties about you.

PCGS Union may collect your Personal Data directly from you or indirectly from third parties including but not limited to your family members, next-of-kin, independent consultants, regulatory and enforcement agencies, financial institutions and employer.

2) Use of the Personal Data

PCGS Union may use and process your Personal Data for the purposes relating to the activities of PCGS Union which shall include, without limitation:-

- (a) for management needs, publishing purposes, promotion purposes, for publishing in a magazine(s), brochure(s), book(s) etc ;
- (b) to inform you of our services or activities by post, phone, e-mail, text messages or other communication;
- (c) to send notices via emails, letters or text messages;
- (d) to keep you posted on PCGS Union's latest activity/ies, programmes, announcements and upcoming events;
- (e) to remind you to perform necessary transactions in accordance with agreements and/or contracts in relation to PCGS Union's activities and/or programme;
- (f) to communicate with you including responding to your enquiries;
- (g) all purposes related to or in connection with engagement of our Services;
- (h) to send you materials and publication including providing you with alerts, newsletter, education materials, updates and/or information that you requested or signed up to or information about event(s) that may be of interest to you;
- (i) allowing you to participate in interactive features of our Services, when you choose to do so;
- (j) for such other purposes as may be directed or consented to by you ;
- (k) for any other purpose that is required or permitted by any law, regulations, guidelines, commercial practice and/or relevant regulatory authorities; and /or
- (l) purposes directly related or incidental to the above.

3) Definitions

In this Terms, the following expressions shall have the following meanings, unless specified otherwise:-

"Contribution" is any financial and/or monetary transaction/contribution free from any encumbrances that benefits the Project.

"Funder" is any User that makes Contribution to a Project.

"Payment Provider" means the entity that processes Contribution.

"Project" is a request, fundraising appeal, crowdsourcing appeal, program, event and/or page created by PCGS Union to appeal for Contribution in accordance with the Terms herein.

"Services" means the services and platforms PCGS Union provides, including PCGS Union's various websites, webpages, APIs, email notifications, applications buttons and/or widgets.

"Users" individual, team, society, non-profit, social enterprise, club, business, partnership, charitable institution, corporation, institutes, non-governmental organization and/or other entity as well as its authorised representatives, who has accepted the Terms herein by using and/or registering to the Services and/or by making Contribution to a Project.

4) Collection of Non-Personal Information

Where PCGS Union collect information through our website, we automatically collect certain non-personal information regarding website use that does not identify you including but not limited to Internet Protocol (IP) address of your computer, the IP address of your Internet Service Provider, the date and time of your access to the website, the operating system you are using, the sections of the website you visit, the content you download from our website and the internet address of the website from which you linked directly to PCGS Union's website. PCGS Union may use non-personal information to compile tracking information reports regarding site user demographics and site traffic patterns. None of the tracking information in the reports can be connected to your identities.

5) Links to Third-Party Websites

PCGS Union's website may contain links to third parties in the future operated and owned websites that are not under our control. These websites may have their own policies regarding Personal Data Protection and hence PCGS Union shall not be held responsible for the collection, use, maintenance, sharing or disclosure of data and information by such third parties. If you provide information directly to such sites, the Personal Data Protection Policy and terms of service on those sites are applicable and PCGS Union is not responsible for the information processing practices or privacy policies of such sites.

6) Cookies

Cookies on PCGS Union website may be used to allow you to set your individual preferences and to help PCGS Union provide a better experience. Certain cookies may collect your Personal Data. Cookies are small text files which a website may put on your computer or mobile device when you first visit a page to help the website to recognise your device, remember your user name and preferences. If your browser permits, you may choose to accept or decline cookies. However, please take note that your ability to access certain features or your usage of the facilities at PCGS Union's website may be affected if you choose to decline cookies.

7) Storage and Use of Personal Data

PCGS Union store your Personal Data either in hard copies or soft copies in our servers located in Malaysia and cloud computing. Control and access of your Personal Data is personally managed by PCGS Union. PCGS Union will only retain your Personal Data for the period necessary to fulfill the many different purposes outlined in this Notice unless a longer retention period is permitted or required by law.

Your Personal Data provided to PCGS Union will be kept confidential. PCGS Union takes the necessary precautions, both administrative and technical to safeguard your Personal Data against loss, theft, misuse and unauthorized access, disclosure, usage, alteration or destruction. PCGS Union will ensure that access to your Personal Data is restricted to members and judges who are required to process your Personal Data in accordance with their respective job requirements. As a part of providing you with our activities, programmes and services and for the purposes of our activities, we may be required or need to disclose information about your Personal Data with us to third parties including but not limited to our professional advisors, including our legal advisors and judges, regulatory and governmental authorities including the Ministry of Education and other relevant government departments or agencies, third party service or product providers within or outside the country, relevant accreditation bodies such as PCGS Union, independent consultants, judges and other parties deemed necessary.

Under certain circumstances, PCGS Union may be required to disclose your personal data to third parties. Third parties to whom your personal data may be disclosed by PCGS Union are as follows:-

- (a) any persons directed by or consented to by you;
- (b) any persons required for the purposes of the legal engagements and/or legal transactions including but not limited to counterparties, other advisors, Payment Providers regulatory bodies etc.
- (c) any person for the purposes of compliance with legal and regulatory requirements;
- (d) persons under a duty of confidentiality to PCGS Union;
- (e) PCGS Union's data processors i.e. third party who PCGS Union engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, disaster recovery services, Payment Provider, banks and financial institutions etc.;
- (f) actual or proposed transferees or participants of PCGS Union Services in or outside our current operation and/or
- (g) PCGS Union's professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc.

8) Data Transfers

PCGS Union may hold your data on servers in Malaysia and any other territories as PCGS Union see fit from time to time. PCGS Union may also transfer your data to any people listed in clause 2 above, who may be located in or outside of Malaysia.

9) Right of Access, Amendment and Withdrawal

PCGS Union respects your right of access to your Personal Data and right to request correction of the Personal Data that is inaccurate, incomplete, misleading or not up-to-date. However, PCGS Union reserves the right to charge you a reasonable fee for the processing of any data access request or delay your request pending further details from you. You may also amend your Personal Data or withdraw your consent to process Personal Data at any time.

10) Compliance Officer

If you have any enquiries regarding this Notice or if you have any concerns about the manner in which your Personal Data has been collected or handled by PCGS Union or if you wish to request access to your Personal Data or if you wish to amend your Personal Data or if you wish to withdraw your consent to PCGS Union for the processing of your Personal Data or for the transfer of your Personal Data to other parties, you may send your written request at the following address:

Address : 5, Jalan Bagan Jermal, 10250 Georgetown, Penang
Person in charge : Compliance Officer
Email : nomination@pcgshalloffame.com

11) Changes to Notice

PCGS Union reserves the right to amend this notice from time to time to reflect changes in legal and regulatory requirements, technological advancements and best practices without further written notification but such amendments will be notified via our website. You are advised to check the notice on our website on a regular basis. This statement may be amended or updated from time to time. PCGS Union would advise you to check this statement on our Services from time to time for amendments or updates. By continuing to use or engage PCGS Union's services, to use PCGS Union's website or to communicate with PCGS Union subsequent to any amendments or updates to this statement, it would confirm and indicate your acceptance to the amendments or updates to this statement.

12) Obligations under Law

PCGS Union will only use your Personal Data only with your consent. During process of your Personal Data, PCGS Union is subjected to our industry-specific laws in relation to education.

13) Your Consent

By using this website and /or submitting Personal Data to PCGS Union, you hereby agree to the terms of this Policy and consent to the collecting, using and storing of your information as explained by this Policy. If you do not agree with the terms of this Policy, please do not use this website or provide the PCGS Union with any of your Personal Data.

14) Disclaimer

The accuracy and completeness of your personal data depends on the information you provide. PCGS Union assumes that the information you have provided is accurate, up to date and complete unless you inform PCGS Union otherwise.

Where you provide any third-party information to PCGS Union, it is PCGS Union's assumption that such information is accurate, up to date and complete and that you have obtained the necessary consent to disclose the same.

Where you have consented, or allowed PCGS Union to disclose personal data to third party and/or other user when using PCGS Union's Services, you understand that PCGS Union no longer has any control or authority as to how the said third party and/or other user will use or process the personal data. Therefore, you agree that PCGS Union will not be responsible for the subsequent use of your personal data by the third party or other user. If you wish to stop them from further using your personal data, please contact them directly.

15) Governing Law and Jurisdiction

Nothing in this statement shall limit your right under applicable local privacy law. This statement shall be governed by the laws of Malaysia. You agree to submit to the exclusive jurisdiction of the Malaysian Courts.

16) Languages

This statement is drafted in the English language. If this statement is translated into any other language, the English language version shall prevail.