

ANZ's Data Policy Notice

Australia and New Zealand Banking Group Limited, incorporated in Australia, acting through its Hong Kong Branch ("ANZ").

ANZ is committed to protecting data privacy in accordance with applicable laws and regulations, including the Personal Data (Privacy) Ordinance (the "Ordinance"). ANZ accordingly adheres to the data policy set out in this Notice. A copy is also available from ANZ's website <http://www.anz.com/hongkong>.

- (a) From time to time, it is necessary for clients, applicants for services and other data subjects to supply ANZ with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in ANZ being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques or deposit money or otherwise carry out transactions as part of ANZ's services. ANZ will also collect data relating to the data subject from third parties, including third party service providers with whom the data subject interacts in connection with the marketing of ANZ's products and services and in connection with the data subject's application for ANZ's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (d) The purposes for which data relating to a data subject may be used are as follows: -
 - (i) considering and assessing the data subject's application for ANZ's products and services;
 - (ii) the daily operation of the services and credit facilities provided to data subjects; including determining whether to provide services or facilities to data subjects;
 - (iii) conducting credit checks, including at the time of application for credit and/or at the time of regular or special reviews which normally take place one or more times per year, and providing credit reports and credit watch lists;
 - (iv) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (v) ensuring the ongoing credit worthiness of the data subjects;
 - (vi) creating and maintaining ANZ's credit scoring models and conducting credit scoring, statistics and other research;
 - (vii) providing or using a credit reference service;
 - (viii) preparing and maintaining a credit database and providing access to the database;
 - (ix) designing financial services or related products for data subjects' use and conducting surveys on ANZ's products and services;
 - (x) marketing services, products and other subjects (please see further details in paragraph (i) below);
 - (xi) determining amounts owed to or by data subjects;
 - (xii) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xiii) carrying out data subject's instructions or responding to queries;
 - (xiv) enforcement of data subjects' obligations, including without limitation collection of any amounts due from data subjects and those providing security for data subjects' obligations;
 - (xv) complying with the obligations, requirements or arrangements for disclosing and using data that apply to ANZ or any members of the ANZ Group or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on ANZ or any member of the ANZ Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers;
 - (xvi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the ANZ Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xvii) enabling an actual or proposed assignee of ANZ, or participant or sub-participant of ANZ's rights in respect of a data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xviii) preparing and providing information/reports to insurers regarding insurance cover for property related to a consumer credit transaction and/or credit transaction;
 - (xix) for reasonable internal management purposes (including without limitation, the defence of claims and the monitoring of the quality and efficiency of services);
 - (xx) disclosing information of remittance including personal data of the originating data subject or remitter in a remittance transaction; and
 - (xxi) for any purpose related to any of the above.
- (e) Data held by ANZ relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to ANZ's process and/or use of the data subject's data) ANZ may provide such information to the following parties for the purposes set out in paragraph (d) above: -
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to ANZ in connection with the operation of its business;

- (ii) any other person under a duty of confidentiality to ANZ including a group company of ANZ which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) third party service providers with whom the data subject has chosen to interact with in connection with the data subject's application for ANZ's products and services;
- (v) other banks and financial services providers to whom the data subject has chosen to provide his/her information held by ANZ in connection with the provision of services to the data subject by those other banks and financial service providers;
- (vi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (vii) any person to whom ANZ or any member of the ANZ Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to ANZ or any member of ANZ Group, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which ANZ or any member of ANZ Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of ANZ or any member of ANZ Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (viii) any actual or proposed assignee of ANZ or participant or sub-participant or transferee of ANZ's rights in respect of the data subject; or any person or entity with whom ANZ might enter a transaction under which payments might be made by reference to an agreement with the data subject; and
- (ix)
 - (1) ANZ's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) business partners of ANZ and of the ANZ Group (the names of such business partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that ANZ engages for the purposes set out in paragraph (d)(x) above.

Such information may be transferred to a place outside Hong Kong. Insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, we will obtain the data subject's separate consent in relation to such international transfers. The data subject acknowledges that ANZ may at times be required under laws and/or agreements with government agencies and/or revenue authorities (whether foreign or local) to make inquiries about the tax status of the data subject. The data subject agrees to provide any information requested by ANZ for the purposes of complying with any such laws and agreements.

- (f) To the extent required under the PIPL, ANZ will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, in accordance with the PIPL.
- (g) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by ANZ, on its own behalf and/or as agent, to credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by ANZ for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region (the "**Ordinance**")).

- (h) Some of the data collected by ANZ may constitute sensitive personal data under the PIPL. ANZ will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, such sensitive personal data will be processed with the data subject's separate consent.

(i) **USE OF DATA IN DIRECT MARKETING**

ANZ intends to use a data subject's data in direct marketing and ANZ requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by ANZ from time to time may be used by ANZ in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:

- (1) financial, insurance, card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by business partners of ANZ and of ANZ Group (the names of such business partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by ANZ and/or:
- (1) ANZ's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) business partners of ANZ and of ANZ Group (the names of such business partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, ANZ also intends to provide the data described in paragraph (i)(i) above to all or any of the persons described in paragraph (i)(iii) above for use by them in marketing those services, products and subjects, and ANZ requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) ANZ may receive money or other property in return for providing the data to the other persons in paragraph (i)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (i)(iv) above, ANZ will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish ANZ to use or provide to other persons his or her data for us in direct marketing as described above, the data subject may exercise his or her opt-out right by notifying ANZ (via filling out the form below and returning it to ANZ) at any time and without charge.

(j) TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S OTHER BANKS AND THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

ANZ may, in accordance with the data subject's instructions to ANZ, other banks providing services to the data subject or third party service providers (including other financial service providers) engaged by the data subject, transfer data subject's data to such other banks and third party service providers using ANZ's API for the purposes notified to the data subject by ANZ, the data subject's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

- (k) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data) the PIPL, and the Code of Practice on Consumer Credit Data, any data subject has the right: -
- (i) to check whether ANZ holds data about him or her and the right of access to such data;
 - (ii) to require ANZ to correct any data relating to him or her which is inaccurate;
 - (iii) to ascertain ANZ's policies and practices in relation to data and to be informed of the kind of personal data held by ANZ;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by ANZ to a credit reference agency, to instruct ANZ, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by ANZ to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any));
 - (vi) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, to request ANZ to delete the data subject's personal data;
 - (vii) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, to object to certain uses of the data subject's personal data;
 - (viii) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, request an explanation of the rules governing the processing of the data subject's personal data;
 - (ix) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, to ask that ANZ transfer personal data that you have provided to ANZ to a third party of your choice under circumstances as provided under the PIPL;
 - (x) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, to withdraw any consent for the collection, processing or transfer of the data subject's personal data (the data subject should note that withdrawal of their consent may result in ANZ being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
 - (xi) insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
- (l) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (k)(v) above) may be retained by the credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (m) In the event of any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (k)(v) above) may be retained by the credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (n) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to ANZ's process and/or use of the data subject's data) as permitted under the PIPL, ANZ has the right to charge a reasonable fee for the processing of any data access request.

- (o) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -
- The Data Protection Officer
Australia and New Zealand Banking Group Limited, Hong Kong Branch
Level 22, Three Exchange Square,
8 Connaught Place, Central, Hong Kong
Telephone: (852) 3918-2000
Fax: (852) 3918-7001
- (p) ANZ may have obtained credit reports on the data subject from credit reference agency(ies) in considering any application for credit. If the data subject wishes to access the credit report, ANZ will advise the contact details of the relevant credit reference agency upon the data subject's request.
- (q) In this Notice:
- (i) "ANZ" refers to Australia and New Zealand Banking Group Limited, Hong Kong Branch, as the context requires and the "ANZ Group" shall refer to any related body corporate, subsidiary, affiliate or branch of Australia and New Zealand Banking Group Limited.
 - (ii) "business partners" refer to any business partner of ANZ and/or member of the ANZ Group, and the name which can be found on the relevant product and services application forms.
 - (iii) "data subjects" include clients of ANZ and various other persons (including applicants for credit facilities, products and services, security providers, corporate officers and managers, suppliers, service providers, contractors, agents and other contractual counterparties and third parties transacting through or with ANZ from time to time) that supply data to ANZ.
 - (iv) "Ordinance" refers to the Personal Data (Privacy) Ordinance, as may be amended or supplemented from time to time.
- (r) The provisions contained in this Notice shall form part of ANZ's general terms and conditions that govern accounts and banking services. Should any inconsistency be found, the provisions of this Notice shall prevail to the extent of such inconsistency.
- (s) Nothing in this Notice shall limit the rights of data subjects under the Ordinance and the PIPL.
- (t) In the case of any discrepancy between the English and Chinese version, the English version shall prevail to the extent of such discrepancy.

Date:

To: Australia and New Zealand Banking Group Limited, Hong Kong Branch
PO Box 9707, Hong Kong

- ☐ I do not wish ANZ to use my personal data indirect marketing.
- ☐ I do not wish to receive any direct marketing materials, promotions, special offers or similar communications (including preferential interest rate, loyalty events information and customer delight etc.) from ANZ via the following channel(s):
- ☐ Telephone
 - ☐ eMail
- ☐ I do not wish ANZ to provide my personal data to any other persons for their use in direct marketing.

Full Name*: _____

HKID/Passport Number*: _____

Account Number*: _____

Signature _____

***Please fill in all the fields to update your record.**