

## ANZ's Data Policy Notice

Australia and New Zealand Banking Group Limited, Hong Kong Branch and ANZ Asia Limited (each "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. Copies are 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.
- (d) The purpose for which data relating to a data subject may be used are as follows:
  - (i) the daily operation of the services and credit facilities provided to data subjects, including determining whether to provide services or facilities to data subjects;
  - (ii) 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;
  - (iii) assisting other financial institutions to conduct credit checks and collect debts;
  - (iv) ensuring the ongoing credit worthiness of the data subject;
  - (v) creating and maintaining ANZ's credit scoring models and conducting credit scoring, statistics and other research;
  - (vi) providing or using a credit reference service;
  - (vii) preparing and maintaining a credit database and providing access to the database;
  - (viii) designing products or services for data subjects' use and conducting surveys on ANZ's products and services;
  - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (x) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
  - (xi) carrying out data subject's instructions or responding to queries;
  - (xii) enforcement of data subjects' obligations, including without limitation collection of any amounts due from data subjects and those providing security for data subjects' obligations;

(xiii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to ANZ or any member 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;
  - (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;
  - (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;
  - (xiv) 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;
  - (xv) 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;
  - (xvi) preparing and providing information/reports to insurers regarding insurance cover for property related to a consumer credit transaction and/or credit transaction;
  - (xvii) for reasonable internal management purposes (including without limitation, the defence of claims and the monitoring of the quality and efficiency of services);
  - (xviii) disclosing information of remittance including personal data of the originating data subject or remitter in a remittance transaction; and
  - (xix) for any purpose related to any of the above.
- (e) Without limiting the persons to whom such information can be disclosed pursuant to other terms and conditions, data held by ANZ relating to a data subject will be kept confidential but ANZ is authorised by the data subject to transfer or provide such information to the following persons (whether in or outside Hong Kong) for any of the purposes set out in paragraph (d) above, unless such disclosure or use is prohibited by applicable laws or regulations:
- (i) any person, including any revenue authority and/or government agency whether local or foreign, whom ANZ is under an obligation to make disclosure under the requirements of any local or foreign law or regulation binding on ANZ or any member of the ANZ Group or pursuant to an agreement between ANZ

and a revenue authority or government agency, whether the disclosure is made directly or through any member of the ANZ Group;

- (ii) any person with the express or implied consent of the data subject;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, credit rating, debt collecting or securities clearing or other services to ANZ in connection with the establishment, operation and maintenance of its business or provision of banking services;
- (iv) any other person under a duty of confidentiality to ANZ including any member of the ANZ Group who has undertaken to keep such information confidential;
- (v) any party giving or proposing to give a guarantee or third party security to guarantee or secure obligations of the data subject;
- (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
- (vii) any actual or proposed assignee of ANZ or participant or sub-participant or transferee of ANZ's rights in respect of a 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;
- (viii) any drawee bank providing a copy of a paid cheque (which may contain information regarding the payee) to the drawer;
- (ix)
  - (1) members of the ANZ Group;
  - (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 products and services, 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)(ix) above.

Such information may be transferred to a place outside Hong Kong.

The data subject acknowledge 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) 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 a credit reference agency:

- (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.

The credit reference agency 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 in Hong Kong, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

## (g) 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 (including credit cards, debit cards, ATM card and stored value cards), 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) members of the ANZ Group;
  - (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 any member 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); 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 (g)(i) above to all or any of the persons described in paragraph (g)(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.

**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 or visiting any of ANZ's branches in Hong Kong) at any time and without charge.**

- (h) Under and in accordance with the terms of the Ordinance, the Code of Practice on Consumer Credit Data, any individual 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 request to the relevant credit reference agency or debt collection agency; 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 a 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)).
- (i) 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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

(j) 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 (h)(v) above) may be retained by the credit reference agency, 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, whichever is earlier.

(k) In accordance with the terms of the Ordinance, ANZ has the right to charge a reasonable fee for the processing of any data access request.

(l) 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  
/ ANZ Asia Limited  
Level 16, Three Exchange Square,  
8 Connaught Place, Central, Hong Kong  
Telephone: (852) 3918-2000  
Fax: (852) 3918-7105

(m) ANZ may have obtained a credit report on the data subject from a credit reference agency 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.

(n) In this Notice:

- (i) "ANZ" refers to Australia and New Zealand Banking Group Limited, Hong Kong Branch and/or ANZ Asia Limited, 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.

(o) 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.

(p) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

(q) In the case of any discrepancy between the English and Chinese version, the English version shall prevail to the extent of such discrepancy.

April 2013

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 in direct 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

☐ Mail

☐ 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\*: \_\_\_\_\_

\_\_\_\_\_  
Customer's Signature

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