

# Privacy Policy

The purpose of this document is to establish and control the regulations on use and safeguarding of data on the [www.ellenkensington.com](http://www.ellenkensington.com) website, being all the pages and subsequent content that can be accessed via the [www.ellenkensington.com](http://www.ellenkensington.com) domain (hereinafter referred to as the "Website") and which are the property of SUCCESS KENSINGTON LIMITED (trading as ELLEN KENSINGTON)(hereinafter referred to as "ELLEN KENSINGTON"). The Ellen Kensington Website is intended to provide its clients with services such as information, hotel room reservations and employment opportunities, as well as all other services considered to be part of the Corporate Aims at any given time.

Use of the Website, as well as the services made available to users, implies total and unconditional acceptance of all the General Conditions included in this Legal Notification (hereinafter referred to as the "General Conditions"), All users are therefore advised to read the General Conditions whenever visiting the Website. The act of visiting the Website signifies knowledge and acceptance of the following General Conditions and ELLEN KENSINGTON recommends that users either print or download them and read them carefully each time they access the Website.

## 1. USE OF THE WEBSITE

By accepting the General Conditions, all users undertake to use the Website and available services accordingly. The Website or available services may not be used for any illegal or other purposes that may contravene the aims established by these General Conditions or be detrimental to the rights and/or interests of others, or in any way damage the Website or impede its correct functioning or that of current or future services.

## 2. SCOPE OF THE WEBSITE & USER LIABILITY

This Website contains the page [www.ellenkensington.com](http://www.ellenkensington.com) and its sub domains.

Access to this Website shall be the exclusive responsibility of the user. All risks involved in the use of the Website shall be the sole and exclusive responsibility of users. ELLEN KENSINGTON shall not be liable for any risk, losses, damages arise from the use of the Website including but not limited to : (I) for the infallibility, availability, continuity, inexistence of defects or safety of the Website; (II) for the contents of the Website or information contained being free of virus or any other damaging elements such as flaws, spam, omissions or incorrect data; (III) the safety of the use made by a user of the Website;

ELLEN KENSINGTON shall not be liable for any damages derived from interference, omission, interruption, computer virus, telephone breakdown or disconnection, which may be detrimental to the correct functioning of this electronic system as a result of causes beyond the control of ELLEN KENSINGTON; delay or blocking of the use of the system due to deficiency or overloading of its Data Processing Centre, telephone lines, Internet system or any other electronic system; nor for any damage caused to others by means of illegitimate intromission beyond the control of ELLEN KENSINGTON. In addition, ELLEN KENSINGTON is hereby exonerated from any liability whatsoever for damages or harm caused to users as a result of error, defect or omission of the information provided by ELLEN KENSINGTON from outside sources.

A mere visit to the Website shall not entail any type of commercial relationship whatsoever between ELLEN KENSINGTON and the user.

## 3. UPDATING & MODIFICATION OF INFORMATION

ELLEN KENSINGTON shall make all efforts to avoid any type of error in the content of its Website. ELLEN KENSINGTON does not guarantee, nor shall be liable for any consequences arising from a mistake in the contents appearing on the Website provided by others.

ELLEN KENSINGTON shall not be liable in any way for the information, commercial activity, products or services included on the Website that are provided through electronic links, either directly or indirectly through the Website. The presence of links on the Ellen Kensington Website, except when specifically stated otherwise, shall be exclusively intended as informative and in no event imply a suggestion, invitation or recommendation. Links do not represent a relationship of any kind between ELLEN KENSINGTON and

the companies or persons that own the websites that may be accessed via such links. ELLEN KENSINGTON reserves the right to unilaterally withdraw a link from its Ellen Kensington Website at any time and without prior notice.

ELLEN KENSINGTON reserves the right to impede or prohibit access to the Ellen Kensington Website to any user of the Internet who inserts information considered to be illegal or immoral, and reserves the right to take the legal action it deems appropriate in order to avoid this type of practice. Any unauthorized modification (including any attempt hereto) shall be deemed as illegal act and [ELLEN KENSINGTON](#) reserves the right to take legal action against any of such act.

#### **4. CONTENT**

ELLEN KENSINGTON shall make all efforts to avoid any type of error in the content of its Website. ELLEN KENSINGTON does not guarantee, nor shall be liable for any consequences arising from a mistake in the contents appearing on the Website provided by others.

ELLEN KENSINGTON shall not be liable in any way for the information, commercial activity, products or services included on the Website that are provided through electronic links, either directly or indirectly through the Website. The presence of links on the Ellen Kensington Website, except when specifically stated otherwise, shall be exclusively intended as informative and in no event imply a suggestion, invitation or recommendation. Links do not represent a relationship of any kind between ELLEN KENSINGTON and the companies or persons that own the websites that may be accessed via such links. ELLEN KENSINGTON reserves the right to unilaterally withdraw a link from its Website at any time and without prior notice.

ELLEN KENSINGTON reserves the right to impede or prohibit access to the Website to any user of Internet who inserts information considered to be illegal or immoral, and reserves the right to take the legal action it deems appropriate in order to avoid this type of practice.

#### **5. NAVIGATING, ACCESS AND SAFETY**

ELLEN KENSINGTON shall make all possible efforts to ensure that navigating can be performed under the best possible conditions and to avoid any type of damage that may occur during such.

Development of the Website has been optimised with the following features:  
Resolution as of 1280 x 786 pixels

ELLEN KENSINGTON shall not be liable for any damage whatsoever resulting from the use of navigators or versions other than or different to those for which the Website has been designed.

ELLEN KENSINGTON is not liable for, and does not guarantee, uninterrupted and error-free access to the Website or to the contents of the accessible software available, nor shall it be considered liable for error or cause of damage. In no event, may ELLEN KENSINGTON be held responsible for any loss, damage or harm of any nature resulting from access and use of the Website, including but not limited to damage to information systems or damage caused by virus. ELLEN KENSINGTON shall not be liable for any damage to users resulting from inadequate use of the Website. In particular, it shall not be held responsible in any way for breakdowns, interruptions, lack of or defects in telecommunications.

The services offered on the Website may only be used correctly when the design specifications are observed.

#### **6. DATA PROTECTION**

Your privacy is important to us. The purpose of this Data Protection Policy is to inform you of how ELLEN KENSINGTON manages Personal Data in accordance with the Personal Data Protection Act 2012 ("the Act").

ELLEN KENSINGTON informs its Website users that it adopts technical and organizational means towards avoiding loss, misuse, alteration, non-authorized access and theft of any personal data provided through the Website, taking into account the state of technology, nature of the data and risks to which it is exposed. By interacting with us, submitting information to us or signing up for any promotions or services offered by us, you agree and consent to ELLEN KENSINGTON, its related corporations and affiliates, (collectively referred to herein as "ELLEN KENSINGTON", "us", "we" or "our"), as well as our respective representatives collecting, using, disclosing and sharing amongst ourselves your Personal Data, and disclosing such Personal

Data to ELLEN KENSINGTON's authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided to ELLEN KENSINGTON nor does it affect any rights which ELLEN KENSINGTON may have at law in connection with the collection, use or disclosure of your Personal Data. Please check regularly for updated information on the handling of your Personal Data.

#### 6.1. Your Personal Data

In this Privacy Policy, "Personal Data" refers to any data or information about you from which you can be identified either (a) from that data; or (b) from that data and other information to which we have or are likely to have access. Examples of such Personal Data which you may provide to us include (depending on the nature of your interaction with us:

- (a) your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address and any other information relating to you which you have provided us in any forms you may have submitted to us, or in other forms of interaction with you;
- (b) information about your use of ELLEN KENSINGTON website - services, including cookies, IP address, subscription account details and membership details, but only to the extent that we may identify you from such information;
- (c) your employment history, education background, and income levels;
- (d) your payment related information, such as your bank account or credit card information, and your credit history; and
- (e) information about your usage of and interaction with our website, and/or services including computer and connection information, device capability, bandwidth, statistics on page views, and traffic to and from our website.

#### 6.2 Collection of Personal Data

Generally, ELLEN KENSINGTON collects your Personal Data in the following ways:

- (a) when you submit forms to us to any of our products or services;
- (b) when you interact with our customer service officers;
- (c) when you use some of our services, e.g. our subscription service;
- (d) when you request that we contact you;
- (e) when you are contacted by, and respond to, our marketing representatives and agents;
- (f) when you respond to our request for additional Personal Data
- (g) when you ask to be included in an email or other mailing list;
- (h) when you respond to our promotions and other initiatives;
- (i) when you enter into tenancy agreements and /or any forms of agreement with us;
- (j) when we receive references from business partners and third parties, for example, where you have been referred by them;
- (k) when you submit your Personal Data to us for whatsoever reason.

If you provide us with any Personal Data relating to a third party (e.g. information of spouse, children, parents, employees and/or authorised representatives), by submitting such information to us, you represent to us that you have obtained the consent of the said third party to you providing us with their Personal Data for the respective purposes.

You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested.

You will be responsible to obtain consent from the other party or individual for any information of another party or individual submitted by you on their behalf and shall be personally liable against any failure of obtaining the require consent including not limited against any claim or law suit and damages. Please note that we do not accept Personal Data or detail information of children submitted without the consent of their parents.

Please note that we are not be liable or having any obligation to verify the accuracy or authenticity or of the information, we assume that all information and Personal Data submitted are correct and there is no change in the information or Personal Data submitted, we have no liability whatsoever to check on whether

the information submitted are updated or not and where there is any error or wrong information submitted.

### 6.3 Purposes for the Collection, Use and Disclosure of Your Personal Data

Generally, ELLEN KENSINGTON collects, uses and discloses your Personal Data for the following purposes:

- (a) responding to your queries and requests and responding to complaints;
- (b) managing the infrastructure, business operations and complying with our internal policies and procedures;
- (c) facilitating business asset transactions (which may extend to any merger, acquisition or asset sale);
- (d) matching any Personal Data held which relates to you for any of the purposes listed herein;
- (e) verifying your identity;
- (f) preventing, detecting and investigating crime, including fraud and money-laundering, and analysing and managing other commercial risks;
- (g) protecting and enforcing our contractual and legal rights and obligations;
- (h) conducting audits, reviews and analysis of our internal processes, action planning and managing commercial risks;
- (i) preventing, detecting and investigating crime and managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
- (j) compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and/or
- (k) any other purpose relating to any of the above.

In addition, where permitted under the Act, ELLEN KENSINGTON may also collect, use and disclose your Personal Data for the following purposes:

- (a) providing services, products and benefits to you, including promotions, loyalty and reward programmes; as a means of communications while in resort;
- (b) matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of products and services, whether by us or other third parties;
- (c) administering contests, competitions and conducting lucky draws, including, where necessary, in order to announce the results of these contests, competitions and lucky draws and identify and contact the winners, and in order to publicise and conduct marketing strictly related to these contests, competitions and lucky draws;
- (d) sending you details of products, services, special offers and rewards, either to our customers generally, or of particular products and services which may be of interest to you; and
- (e) conducting market research, understanding and determining customer location, preferences and demographics for us to review, develop and improve our products, services and also develop special offers and marketing programmes.
- (f) photos and videos collected to be used for our sale and marketing material;

### 6.4 Disclosure of Personal Data

ELLEN KENSINGTON will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, this Personal Data may be disclosed, for the purposes listed above (where applicable), to the following third parties, whether they are located overseas or in Singapore:

- (a) ELLEN KENSINGTON's affiliates;
- (b) agents, contractors or third party service providers who provide services to ELLEN KENSINGTON, such as telecommunications, information technology, payment, processing, market research, newspaper vendor services, newspaper delivery services, storage, archival or other services to ELLEN KENSINGTON;
- (c) vendors or any third party business partners who offer goods and services or sponsor contests or other promotional programs on ELLEN KENSINGTON's sites, whether in conjunction with us or not;
- (d) external business and charity partners in relation to corporate promotional events;

- (e) the Credit Bureau, or in the event of default or disputes, any debt collection agencies or dispute resolution centres;
- (f) any business partners, investors, assignees or transferees (actual or prospective) to facilitate business asset transactions which may extend to any merger, acquisition or asset sale;
- (g) anyone to whom we transfer or may transfer our rights and duties;
- (h) banks, credit card companies and their respective service providers;
- (i) our professional advisors such as our auditors and lawyers;
- (j) relevant government regulators or authority or law enforcement agencies to comply with any laws or rules and regulations imposed by any governmental authorities; and
- (k) any other party to whom you authorise us to disclose your Personal Data

#### 6.5 Third-Party Sites

Our website may contain links to other websites operated by third parties, such as our business partners. We are not responsible for the privacy practices of websites operated by third parties that are linked to our website. We encourage you to learn about the privacy policies of such third party websites. Some of these third party websites may be co-branded with our logo or trademark, even though they are not operated or maintained by us. Once you have left our website, you should check the applicable terms, conditions and policies of the third party website to determine how they will handle any information they collect from you.

#### 6.6 Feedback, Enquiries and Withdrawals of Your Personal Data

Should you have any feedback or enquiries relating to your Personal Data or if you wish to withdraw consent to use of your Personal Data, please contact [hello@ellenkensington.com](mailto:hello@ellenkensington.com) respectively.

Please note that if your Personal Data has been provided to us by a third party, you should contact such party directly to make any queries, feedback, and access and correction requests to us on your behalf.

If in future you are no longer wish to have your information or Personal Data to be use for any of the above purposes, you shall be require to send an official email indicating the request to either of our above official email address and we will response the email within 14 working days. Please note that we will not be responsible to response email which went to spam folder or junk folder or being rejected by our system due to the internet or web safety reason.

### 7. USE OF COOKIES

Access to the Website may imply the use of cookies, both on Website pages as well as links and references. Users that do not wish to receive Cookies or require information on the existence of such, may configure their browser accordingly.

### 8. INTELLECTUAL PROPERTY & PUBLISHING RIGHTS

ELLEN KENSINGTON hereby declares that, if not stated otherwise on the Website, all text, images, illustrations, designs, icons, photographs, video segments, sound segments and other materials appearing on the Website, as well as all other materials on the Website and any other intellectual creations and/or inventions or scientific and technical discoveries, whatever their commercial or industrial application (hereinafter collectively referred to as the "Content") have been created or invented by ELLEN KENSINGTON or granted, licensed or transferred to ELLEN KENSINGTON, or authorised by the owners or holders.

All users hereby undertake not to eliminate nor alter any distinguishing features used on the Website , such as but not limited to trademarks, business names (graphics, logos, etc.), copyright and all other information identifying the rights of ELLEN KENSINGTON or other owners appearing on the Website.

In addition, ELLEN KENSINGTON owns all rights on works of art, inventions, discoveries, patents, ideas, concepts, updates and enhancements relating to the Website or its systems, applications and programs, or to the services provided by ELLEN KENSINGTON, either solely or with the assistance of a Website user during or as a result of design, development or any other activity performed in accordance with the Content.

Users are not authorised to use any of the trademark names, symbols, logos or distinguishing features owned by ELLEN KENSINGTON without its prior and written consent.

Should any user or other person consider any part of the Website Content to be an infringement of his/her publishing or intellectual property rights, they are requested to notify ELLEN KENSINGTON at the following address: 2 New Bailey, 6 Stanley Street, Salford, Greater Manchester, United Kingdom, M3 5GS

## **9. JURISDICTION & APPLICABLE LEGISLATION**

This Website are protected by the copy right and any dispute in relation to any matter related with this Website shall be referred to the court of the jurisdiction of our operation in the relevant country where the dispute are arise.

We may without any liability to you whatsoever, at any time and at our sole discretion and without cause or notice, terminate your account or restrict your access to this website or refuse to give effect to any booking or reservation requested by you without being required to give any reason.

If you have any other questions about the use of this website, please refer to our User Terms & Conditions or e-mail to Ellen Kensington at [hello@ellenkensington.com](mailto:hello@ellenkensington.com)