

PRIVACY POLICY

Welcome to the HeeDong website (<https://www.heedong.io>) (the “**Website**”) of BBRC Studios Pte Ltd (the “**Company**”, “**we**”, “**us**”, or “**our**”).

This Privacy Policy explains what personal data we collect, how we use and share that information in accordance with Singapore’s Personal Data Protection Act (“**PDPA**”), and your choices concerning our information practices. This Privacy Policy is incorporated into and forms part of our HeeDong Terms of Service (the “**Terms**”).

Before accessing and using the Website or any other website or platform we may provide (individually and collectively, the “**Platform**”) or submitting any personal information to the Company via the Platform, please review this Privacy Policy carefully and contact us if you have any questions. By accessing and using the Platform, you agree to the practices described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not access or use the Platform.

DEFINITIONS AND INTERPRETATION

1. As used in this Policy, “**personal data**” shall have the meaning given to it in the PDPA.
2. Capitalised terms in this Policy shall have the meaning given to them in the Terms as located in <https://www.heedong.io/terms.pdf> unless the context requires otherwise. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

GENERAL

3. Generally, we will not collect any personal data from you if you are just visiting or browsing the Platform. However, some types of interaction with us may result in or require the provision of your personal data (for example, if you conduct a Platform Transaction), if you connect or link your social media accounts with the Platform, or if you participate in certain social events.
4. Some examples of personal data which we may collect from you include name, your social media handles (if they reveal your name), email address, residential or delivery address and telephone number.
5. The following sections of this Privacy Policy apply where we collect, use, disclose and/or process your personal data.

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

6. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “**authorised representative**”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided consent (whether written or by conduct) to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
7. We may collect the following categories of personal information from you:

- (a) Identification Information: We collect your name, email address, and shipping address.
- (b) Wallet Information: We collect the cryptocurrency wallet IDs you provide to us when you buy, store, and transfer HeeDong related NFTs.
- (c) Community Information: We collect information relating to your participation in the HeeDong community, including the events you attend, the perks you redeem, and any information you share through our Discord community platform.
- (d) Communication Information: We may collect information when you contact us with questions or concerns and when you voluntarily respond to questionnaires, surveys or requests for market research seeking your opinion and feedback.
- (e) Social Media Information: We maintain a social media presence on platforms like Instagram, Facebook, Twitter, and LinkedIn ("**Social Media Pages**"). When you interact with us on social media, we may receive personal information that you provide or make available to us based on your settings, such as your contact details. In addition, the companies that host our Social Media Pages may provide us with aggregate information and analytics regarding the use of our Social Media Pages. We may also receive information from social media platforms if you link your social media accounts with the Platform. The type of information we receive depends on your settings with the relevant platform, but may include things like your handle and followers list.
- (f) Internet Activity Information: When you visit, use, and interact with the Service, the following information may be created and automatically logged in our systems:
 - (g) Device Information: The manufacturer and model, operating system, IP address, and unique identifiers of the device, as well as the browser you use to access the Service. The information we collect may vary based on your device type and settings.
 - (h) Usage Information: Information about how you use our Service, such as the types of content that you view or engage with, the features you use, the actions you take, and the time, frequency, and duration of your activities.
 - (i) Email Open/Click Information: We may use pixels in our email campaigns that allow us to collect your email and IP address as well as the date and time you open an email or click on any links in the email.

8. The following technologies may be used to collect Internet Activity Information:

- (a) Cookies, which are text files stored on your device to uniquely identify your browser or to store information or settings in the browser to help you navigate between pages efficiently, remember your preferences, enable functionality, help us understand user activity and patterns, and facilitate online advertising.
- (b) Local storage technologies, like HTML5, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- (c) Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.

9. We may collect and use your personal data for any or all of the following purposes:

- (a) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you (including without limitation, the provision of the Services to you, and the delivery and fulfilment of Transactions);
- (b) verifying your digital wallet or identity, where we are required to do so (whether by law or otherwise);

- (c) Service delivery, including to:
 - i. provide, operate, maintain, and secure the Service;
 - ii. create, maintain, and authenticate your account;
 - iii. administer purchases, mints or any claims of the HeeDong NFTs;
 - iv. provide perks and benefits to holders of HeeDong NFTs (where applicable); and
 - v. organize events.
 - (d) processing payments for Platform Transactions;
 - (e) Marketing and Advertising: We and our advertising partners may use your personal information for marketing and advertising purposes, including to send you direct marketing communications as permitted by law, including, but not limited to, notifying you of special promotions, offers and events by email and other means;
 - (f) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - (g) managing your relationship with us;
 - (h) contacting you in respect of any matters relating to your Platform Transactions;
 - (i) processing payment or credit transactions;
 - (j) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (k) any other purposes for which you have provided the information;
 - (l) transmitting to any unaffiliated third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
 - (m) any other incidental business purposes related to or in connection with the above.
10. We may disclose your personal data described above without further notice to you, unless required by the law, with the following categories of third parties or in the following situations:
- (a) where such disclosure is required for performing obligations in the course of or in connection with your Platform Transactions and our provision of the goods and services requested by you;
 - (b) Service Providers: To assist us in meeting business operations needs and to perform certain services and functions, we may share personal information with our partners, affiliates and/or service providers, including hosting services, cloud services, and other information technology services, email communication software and email newsletter services, advertising and marketing services, payment processors, customer relationship management and customer support services, and analytics services. Pursuant to our instructions, these parties will access, process, or store personal data in the course of performing their duties to us;
 - (c) Professional Advisors: We may share personal information with our professional advisors such as lawyers and accountants where doing so is necessary to facilitate the services they render to us;
 - (d) Business Transfers: If we are involved in a merger, acquisition, financing, reorganization, bankruptcy, receivership, dissolution, sale of all or a portion of our assets, or transition of service to another provider (collectively a “**Business Transaction**”), your personal information may be shared in the diligence process with counterparties and others assisting with the Business Transaction and transferred to a successor or affiliate as part of or following that Business Transaction along with other assets; or

- (e) Legal Requirements: We do not volunteer your personal information to government authorities or regulators, but we may disclose your personal information where required to do so under any law, regulation, court order or other legal imperative.
- 11. Through the Platform and the Services provided therein, you may be able to make your personal information available to others, including:
 - (a) Other users and the public, when you post content through the Discord community platform and engage in public transactions through the Service; and
 - (b) Social media platforms, when you choose to share content on social media.
- 12. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under a contract with you).
- 13. For avoidance of doubt, certain third parties may have been involved in the part of the registration, verification, pre-mint or minting process. These third parties may collect, use, disclose or process your personal data for their own purposes, and without our involvement or reference to us. We are not liable or responsible for the collection, use, disclosure or processing of your personal data by such third parties.

WITHDRAWING YOUR CONSENT

- 14. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
- 15. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.
- 16. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 13 above.
- 17. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

ACCESS TO AND CORRECTION OF PERSONAL DATA

- 18. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal

data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.

19. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
20. We will respond to your request as soon as reasonably possible. In general, our response will be within thirty (30) business days. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

PROTECTION OF PERSONAL DATA

21. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as minimised collection of personal data, authentication and access controls (such as good password practices, need-to-basis for data disclosure, etc.), encryption of data, up-to-date antivirus protection, regular patching of operating system and other software, securely erase storage media in devices before disposal, web security measures against risks, and security review and testing performed regularly.
22. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures. However, no security measures are failsafe and we cannot guarantee the security of your personal information. You use the Platform and Services at your own risk.

ACCURACY OF PERSONAL DATA

23. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email at the contact details provided below. Failure to do so may affect or impact our ability to provide you with our goods and services.

RETENTION OF PERSONAL DATA

24. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
25. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

26. We generally do not transfer your personal data to countries outside of Singapore. However, we may be required to do so in order to complete the fulfilment of your Platform Transaction (for example, if we were to ship the products you purchased

outside of Singapore, or if the products and/or services are provided by a partner, affiliate or service provider that is based outside of Singapore).

27. Apart from as stated in Clause 26 above, we will obtain your consent for the transfer of any personal data to countries outside of Singapore and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

DATA PROTECTION OFFICER

28. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

Email Address : support@bbrc.io

EFFECT OF POLICY AND CHANGES TO POLICY

29. This Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.
30. We may revise this Policy from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Policy was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Last updated : 10 February 2023