

Privacy Policy & Personal Information Collection Statement

Privacy Commitment

BMW Financial Services Hong Kong Ltd. ("BMWFSHK"), its parent companies, related companies and jointly controlled entities shall collectively be referred to as "Group/Group Company(ies)" and "We/our/us". Your privacy is our priority. We, at all times, comply with the Personal Data (Privacy) Ordinance ("Ordinance") and are committed to following principles:

- a. Collect only necessary personal data from customers for the provision and marketing of services and products.
- b. Personal data will only be used for the purposes specified and not for other purposes except with the consent of our customers.
- c. All practicable steps will be taken to ensure customers' personal data are kept secure, confidential and accurate. Such data will not be retained longer than it is necessary.
- d. Only authorised personnel can access or process the personal data.
- e. Customers have the right to access or correct their personal data (where applicable).

Notice to Customers and Persons Acting as Guarantors relating to the Personal Data (Privacy) Ordinance

1) Collection of Personal Data

From time to time, it is necessary to collect your personal information as applicants (applicants or customers including your employees and authorized person, collectively referred to as "Customers" and "You/your") or persons providing security or guarantee ("Guarantors" and "You/your") to supply BMWFSHK in connection with financial lease, hire purchase or other services offered by BMWFSHK (collectively referred to as "Financial Services"). Your personal data are also collected in the ordinary course with us or from third parties in connection with your application for our 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").

2) Purpose of Collection

- a) The purposes for which your personal data and account data (in the course of operating the account with BMWFSHK) (collectively "Data") may be used by us are divided into **compulsory purposes** and **voluntary purposes**. Failure to supply such data under compulsory purposes may result in us being unable to provide any Financial Services to you.
- b) You can tell us not to use your data for **voluntary purposes** and we will do so.
- c) Compulsory purposes for you to provide your Data are as follows:
 - i) the daily operation of Financial Services provided to you or a borrower (as the case may be);
 - ii) conducting credit checks (including upon an application for Financial Services and upon periodic or special reviews of Financial Services which will normally take place at least once year) on you;
 - iii) assisting other financial institutions including other credit providers in Hong Kong approved credit reference service providers for participation in the Credit Data Smart (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - iv) creating and maintaining consumer credit scoring models;
 - v) ensuring your ongoing creditworthiness;
 - vi) designing financial services or related products;
 - vii) determining and collecting the amount of indebtedness owed by you;
 - viii) enforcing your obligations, including but not limited to collecting amounts outstanding from you and exercise our right to repossess our vehicle as a result of default of your obligations or a court order has been granted in our favour for the return of the vehicle, we may enable vehicle searching (by means of existing in-car functionality) to locate the vehicle.
 - ix) complying with obligations, requirements, recommendations, instructions or arrangements for disclosing and using data that apply to us or any other member of the group of companies of which we are a member (such member of the BMW group of companies, a "Group Company") or with which it is expected to comply pursuant to:
 - (1) any present or future law binding or applying to it within or outside Hong Kong;
 - (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 Hong Kong existing currently or in the future;
 - (3) any present or future contractual or other commitment entered into 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 us or any BMW Group Company 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 authority, or self-regulatory or industry bodies or associations;
 - x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with other Group Companies and/or any other use of data and information in accordance with any group wide programs for compliance with sanctions or prevention or detection of crime, money laundering, terrorist financing or other unlawful activities;
 - xi) enabling an actual or proposed assignee of us (including without limitation any person with whom it is proposed we will merge or to whom we propose to dispose of all or any part of its business) or participant or sub participant of BMWFSHK's rights in respect of Customers and/or Guarantors to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation or sub participation;
 - xii) the processing of applications for credit and other services; and
 - xiii) purposes directly relating to the purposes listed above,

3) Direct Marketing

We wish to use, and may grants our Group Companies, affiliates and strategic partners the right to use your Data for direct marketing in the manner provided in this paragraph - permission to use Data for this purpose is **voluntary** only.

We must obtain your written consent (which can include an indication of no objection) to use Data for this purpose. In this connection:

- a) Your name, contact details (such as phone number or address), products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of you held by us from time to time may be used by us, our Group Companies, affiliates and strategic partners for direct marketing;
- b) Financial Services may be marketed including the following classes of services, products and subjects:
 - i) financial, insurance, credit card, banking and related services and products;
 - ii) reward, loyalty or privileges programmes and related services and products; and
 - iii) services and products offered by Group Companies,

4) Classes of Possible Transferees (all compulsory except (i) below)

Data held by BMWFSHK relating to you will be kept confidential, we may provide such information to following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 2 above :

- a) any person to whom we or any Group Company are under an obligation or is otherwise required to make disclosure under the requirements of any law, rule, regulation or court order binding on or applying to us or such Group Company 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 we or any Group Company is expected to comply, or any disclosure pursuant to any contractual obligation;
- b) any person with the express or implied consent of a Customer and/or Guarantor;
- c) any person where the interests of us require disclosure;
- d) any person where the public interest requires disclosure;
- e) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, survey or other services to us in connection with the operation of its business and the provision of Financial Services;
- f) any Group Company (whether within or outside Hong Kong and including for the avoidance of doubt in Germany);
- g) any other person under a duty of confidentiality to us including any Group Company which has undertaken to keep such information confidential;
- h) any financial institution with which a Customer or Guarantor has or proposes to have dealings;
- i) any actual or proposed assignee of us or transferee of our rights in respect of a Customer and/or Guarantor;
- j) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and in the event of default, debt collection agencies;
- k) any other person with whom we propose to merge or to which we propose to dispose of all or any part of its business; and
- l) provided the relevant Customer or Guarantor has agreed as provided for in paragraph 3 above, any person to whom such Customer or Guarantor has agreed we may transfer his/her Data for the voluntary purpose of direct marketing.

5) Default in Repayment

In the event of default in repayment of any monthly rental and outstanding balance, unless the amount in default is fully paid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date which such default occurred, you shall be liable to have your account repayment data retained by the credit reference agencies until the expiry of 7 years from the date of final settlement of the amount in default.

If any amount is written off due to a bankruptcy order being made against you, you shall be liable to have your account repayment data retained by the credit reference agencies, regardless of whether the account repayment data reveal any material default (i.e. a default in payment for a period in excess of 60 days), until the earlier of the expiry of 7 years from the date of final settlement of the amount in default or the expiry of 7 years from the date of you being discharged from bankruptcy as notified to the credit reference agencies by such individual with evidence.

6) Termination of Account by Full Repayment

In the event this application is approved, upon termination of your account by full payment and on condition that there has not been any material default on your account within 7 years immediately before account termination, you shall have the right to instruct the Company to make a request to the credit reference agency to delete from its database any account data relating your account terminated.

7) Access to a credit report for credit application evaluation

We will obtain a credit report on you from credit reference agencies in considering any application for credit. If you wish to access the credit report, we will advise the contact details of the relevant credit reference agencies. We shall disclose to you the relevant details of the selected credit reference agencies that have been or may be engaged for the provision of Consumer Credit Reference Service to assess credit facility application and make credit decisions.

8) Access to consumer credit data for purposes of review

Furthermore, for the purpose of the review of existing hire purchase/ lease we will from time to time access your consumer credit data held with credit reference agencies so as to facilitate our consideration of all or any one or more specified below:

- a) an increase in the credit amount;
- b) the curtailing credit (including, without limitation, the cancellation of credit or a decrease in the credit amount); and
- c) the putting in place or the implementation of a scheme of arrangement with Customer and/ Guarantor.

9) Right of Access and Correction

Under and in accordance with the terms of the Ordinance and the Code, you have the following rights:-

- a) to check whether we hold data about you and the right of access to such data;
- b) to require us to correct any data relating to you which are inaccurate;
- c) to ascertain our policies and practices in relation to data and to be informed of the kind of personal data held by us;
- d) in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to be provided with further information to enable the making of an access or correction request to the relevant request to the relevant credit reference agencies or debt collection agencies.

10) Data Protection Officer

For the purposes of paragraphs 3 & 9 above, your (i) consents, objections and opt-outs in relation to the use or provision of personal data for direct marketing and (ii) 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 to our Personal Data Protection Officer, Room 2810, 28/F, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong or calling our BMW/ MINI Financial Services Customer Service Hotline 852-2598-1009 or Alphera Financial Services Customer Service Hotline 852-2598-1005.

Nothing in this Notice shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance. This Notice may be updated from time to time by publishing the amended version on www.bmwhk.com and www.minihk.com. If there is any discrepancy or inconsistency between the English and Chinese versions, the English version shall prevail. This Chinese version is for reference only.

個人信息收集聲明

私隱承諾

BMW Financial Services Hong Kong Ltd.「本公司」，其母公司、關聯公司和共同控制法人統稱為「集團/集團公司」和「我們/我們的」。您的私隱是我們的首要任務，我們尊重客戶的個人資料私隱，時刻依從《個人資料（私隱）條例》「條例」，並承諾遵守以下原則：

- a. 只收集有實際需要的客戶個人資料用於提供和銷售服務及產品。
- b. 個人資料只能用於指定目的，除非得到我們客戶同意，否則不會用於其他目的。
- c. 將採取所有切實可行的措施，確保客戶個人資料安全，保密和準確。資料保留時間不會超過必要時間。
- d. 只有授權人員可以查閱或處理客戶個人資料。
- e. 客戶有權查閱或更正有關個人資料（如適用）。

有關《個人資料（私隱）條例》對客戶及擔保人的通知

1) 個人資料收集

本公司有必要不時收集您作為申請者（申請者或客戶包括您的員工和獲授權人，以下簡稱「客戶」）提供擔保或銀行帳戶人（「擔保人」）的個人信息，用於租賃、租購或其他相關的服務（統稱為「財務服務」）。您的個人資料也會在申請本公司產品和服務相關的正常過程中與本公司或從第三方收集，包括從獲準參與多個個人信貸資料服務機構模式的個人信貸諮詢機構（以下簡稱「信貸提供者」）接收您的個人資料。

2) 收集目的

- a) 本公司使用您的個人資料和帳戶資料（在操作與本公司的帳戶過程中）（統稱「資料」），分為必須和自願。未能提供必須資料可能會導致本公司無法向您提供任何財務服務。
- b) 您可以告訴本公司不要將您資料用於自願目的，本公司將會這樣做。
- c) 您必須提供資料的目的如下：
 - i) 向您或借款人人（視情況而定）提供的財務服務用於日常運作；
 - ii) 對您進行信用檢查（包括在申請財務服務時以及在對財務服務進行定期或特別審查時進行，通常至少每年一次）；
 - iii) 協助其他財務機構或信貸提供者進行信用審查及其他機構追收債務；
 - iv) 創建和維護消費者信用評分模型；
 - v) 確認您的持續信貸度；
 - vi) 設計財務產品或相關服務；
 - vii) 判定並收取您所欠債務金額；
 - viii) 履行您的義務，包括但不限於向您收取未償還金額，並因您不履行義務或法院已發出歸還車輛的命令而行使我們收回車輛的權利，我們可以啟用車輛查詢（通過現有的車內功能）來定位車輛。
 - ix) 遵守適用於本公司或集團公司任何其他成員披露和使用資料的義務、要求、建議、指示或安排本公司或預計將遵守以下規定：
 - (1) 在香港境內或境外對其具有約束力或適用的任何現行或未來法律；
 - (2) 香港境內或境外目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或財務服務供應商的自我監管或行業團體或協會所給予或發出的任何指引或指導；
 - (3) 與當地或外國法律、監管、政府、稅務、執法或其他機構的管轄範圍內或與其相關的財務、商業、業務或其他利益或活動，或自我監管或行業機構或協會；
 - x) 遵守與其他集團公司共享資料和資訊的任何義務、要求、政策、程序、措施或安排和/或根據任何集團範圍內的製裁或預防或檢測計劃對資料和資訊的任何其他使用，洗錢、恐怖主義融資或其他非法活動；
 - xi) 使本公司或其成員或擬議受讓人（包括但不限於本公司擬與其合併或本公司擬向其出售其全部或任何部分業務的任何人）或本公司權利參與者或分參與者就客戶和/或擔保人而言，評估旨在轉讓、合併、處置、參與或分參與的交易；
 - xii) 處理信貸及其他服務申請；和
 - xiii) 與上述目的直接相關的目的。

3) 直接促銷

本公司希望使用並可能授予其集團公司、附屬公司和策略合作夥伴按照本段中規定的方式使用您的資料進行直接行銷的權利。此目的使用資料許可純屬自願。本公司必須獲得您的書面同意（包括不反對的指示）才能資料用於此目的。在這方面：

- a) 本公司及其集團公司、附屬機構和策略合作夥伴可能會不時使用您的姓名、聯絡資訊（例如電話號碼或地址）、產品和服務組合資訊、交易模式和行為、財務背景和人口統計資料作直接行銷；
- b) 行銷的金融服務可包括以下類別的服務、產品和主題：
 - i. 財務、保險、信用卡、銀行及相關服務及產品；
 - ii. 獎勵、忠誠或尊貴計劃以及其他服務和產品；
 - iii. 集團公司提供的服務和產品。

4) 可能受讓人的類別（除(i)外均為必須）

本公司持有有關您的資料將會保密，但本公司可能會出於上文第2段所載的目的向以下各方（無論在香港境內或境外）提供該等資料：

- a) 根據對本公司或該集團公司具有約束力或適用的任何法律、規則、法規或法院命令的要求，本公司或任何集團公司有義務或以其他方式被要求進行披露的任何人，或根據和出於任何法律、監管、政府、稅務、執法或其他機構，或自我監管或行業機構，或本公司或任何集團公司預期的財務服務提供者協會給予或發布的任何指導方針或指導的遵守或根據任何合約義務進行任何披露；
- b) 任何獲得客戶及/或擔保人顯示或默示同意的任何人；
- c) 因本公司的利益而需要披露的任何人；
- d) 因公共利益而需要披露的任何人；
- e) 向本公司提供與其業務營運和提供財務服務有關的行政、電信、電腦、付款、追債、客戶調查或其他服務的任何代理商、承包商或第三方服務提供者；
- f) 任何集團公司（無論在香港境內或境外，包括德國）；
- g) 對本公司負責有保密義務的任何其他人員，包括已承諾對此類資訊保密的任何集團公司；
- h) 與客戶或擔保人有或擬有交易的任何金融機構；
- i) 本公司的任何實際或擬議受讓人或本公司對客戶和/或擔保人的權利的受讓人；
- j) 信貸提供者（包括信用諮詢機構使用的中央資料庫的操作人員），以及在違約情況下的收債機構；
- k) 本公司擬與其合併或出售全部或部分業務的任何人；和
- l) 若相關客戶或保證人已依照上述第3段的規定同意，則該客戶或保證人已同意本公司的任何人可以出於直接行銷的自願目的轉送其資料。

5) 拖欠還款

如果拖欠任何月租和未清餘額的償還，除非拖欠金額在拖欠發生之日起60天內已全額支付或註銷（除因破產令外），否則個人信貸資料庫內可保留該等拖欠還款資料，直至由全數清還拖欠款項的日期起計7年屆滿為止。若因破產令而導致任何金額被沖銷，則無論帳戶還款資料是否顯示任何重大違約（即拖欠款項），個人信貸資料庫內可保留您的帳戶還款資料，直至拖欠金額最終清償之日起7年期滿或破產解除之日起7年期滿（以較早者為準）。

6) 拖欠還款

若本申請獲得批准，在您全額付款終止帳戶後，且在帳戶終止前7年內您的帳戶未出現任何重大違約情況的情況下，您有權指示本公司作出以下決定：要求信貸提供者從個人信貸資料庫中刪除與您已終止的帳戶相關的任何帳戶資料。

7) 取得信用報告以進行申請評估

在考慮任何信貸申請時，本公司將從信貸提供者取得您的信用報告。如果您希望查閱信用報告，本公司將提供相關信貸提供者的聯絡資訊。本公司將向您披露已選定或可能受聘提供消費者信用諮詢服務以評估信用額度申請並作出信用決定的信貸提供者相關詳情。

8) 為審查目的取得消費者信用數據

此外，為了審查現有的租賃/租賃，本公司將不時查閱您在信貸資料庫內持有的消費者信用數據，以便於考慮下列全部或任何一項或多項：

- a) 信用額度增加；
- b) 刪減信貸（包括但不限於取消信貸或減少信貸金額）；和
- c) 與客戶和/或擔保人制定或實施安排計畫。

9) 查閱及更正權

根據條例和守則的條款，您擁有以下權利：

- a) 檢查本公司是否持有有關您的資料以及存取該等資料；
- b) 更正任何與您有關的不準確資料；
- c) 得到本公司處理個人資料的政策和行事方式，並被告知持有個人資料的類別；
- d) 就消費信貸而言，要求獲悉哪些數據項目會定期向信用諮詢機構或收債機構披露，並提供進一步的信息，以便能夠針對相關請求提出查閱或更正請求有關信貸提供者或收債機構。

10) 保障資料主任

就上文第3段及第9段而言，您(i)對使用或暫時提供個人資料進行直接行銷的同意、反對和選擇退出，以及(ii)請求存取資料或更正資料或獲取有關政策和實踐以及所持有資料類型的信息，請書面通知本公司香港灣仔港灣道26號華潤大廈28樓2810室或致電BMW/MINI財務服務客戶服務專線852-2598-1009或Alphera財務服務客戶服務專線852-2598-1005。

本通知的任何內容均不會限制資料當事人根據《個人資料（私隱）條例》所享有的權利。本文檔可能會不時更新，並在www.bmwhk.com和www.minihk.com上發布修訂版本。如果英文與中文版本有差異或不一致，以英文版本為準。此中文版本僅供參考。