

## Privacy Policy

### 1. GENERAL

- 1.1 This Privacy Policy ("**Privacy Policy**") is provided by Think Big Digital Sdn Bhd ("**TBD**") with respect to the operation and management of the BIG Loyalty by TBD, and the provision of services thereunder (collectively referred to as "we", "our" and "us").
- 1.2 This Privacy Policy describes how and when we collect your personal information, what that information may be used for, who uses it, when it may be disclosed to other parties, how you can access your details and seek correction of your details, the control your own personal information and how you can contact us.
- 1.3 By visiting [www.airasiabig.com](http://www.airasiabig.com), you are deemed to have read and agreed to be bound by this Privacy Policy.

### 2. NOTICE

- 2.1 This Privacy Policy serves as a notice pursuant to the Malaysian Personal Data Protection Act 2010.
- 2.2 We may modify, vary or update this Privacy Policy from time to time to reflect any changes to our privacy practices. We will notify you of these changes to our Privacy Policy on our Website or the Mobile App [www.airasiabig.com](http://www.airasiabig.com) ("**Website or the Mobile App**"). In any case, an updated version of this Privacy Policy is always available on our Website or the Mobile App at all times. Please check our Website or the Mobile App regularly for updates to our Privacy Policy.

### 3. INFORMATION COLLECTION AND USE

- 3.1 We may collect and hold personal information/data ("**Personal Information**") about you or someone else whom you have provided us with information of ("**Third Party**"), that is, information that can identify you or such Third Party, including without limitation full name, postal and email address, other contact details, identification details, payment details, and other information relevant to us providing you with the services you and/or the Third Party are, or someone else you know is, seeking, which we receive from you through our Website or the Mobile App or the mobile application ("Mobile App"), customer service centre, social media sites, walk-in or distribution channels and other distribution channels. You represent and warrant that you have obtained the consent of such Third Party or are otherwise entitled to provide us with their Personal Information and to view or change their information. You agree to indemnify us in the event we suffer any loss or damage as a result of your failure to comply with the same.
- 3.2 You are responsible for ensuring that the Personal Information you provide us is accurate, complete and not misleading and that such Personal Information is kept up to date.
- 3.3 We may collect Personal Information in one or more of the following circumstances or for one or more of the following purposes:

- a) to provide you with products and/or services which you have subscribed for and to notify you about important changes or developments to the features;
- b) to send you information on products and services, and special promotional offers, newsletters or customer survey forms and questionnaires;
- c) to provide you with information on any programs (e.g. loyalty programs, including but not limited to the BIG Loyalty) or transactions you have undertaken;
- d) to process your payment transactions and for other operational and administrative purposes, including without limitation, sending you notifications, and managing your account,
- e) updating and managing the accuracy of our records; prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- f) assessment and analysis behaviour scoring, market, product and trend analysis and market research (if any);
- g) to conduct internal activities, administrative, operational, marketing, planning, product or service development, troubleshooting and research requirements;
- h) to administer your participation in contests or campaigns that we may run from time to time;
- i) to provide you with information on products and services of TBD and our related corporations, affiliates, subsidiaries and associates;
- j) to provide you with information on products and services of our business partners;
- k) cross selling, marketing and promotions including administering offers and competitions;
- l) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes or to enforce our terms and conditions, including the terms and conditions relating to the products and/or services;
- m) maintaining your card account history for present and future reference (if any);
- n) enabling an actual or proposed assignee of TBD, or participant or sub-participant of TBD to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation (if any);
- o) protecting TBD's interests and other ancillary or related purposes;
- p) for such other purposes as set out in any other terms and conditions (including product terms and conditions) and campaign terms and conditions (if applicable); and
- q) for any purpose made known to you at the time of collection of your personal information.

(collectively referred to as “**Purposes**”)

- 3.4 At any time you may opt-out of receiving marketing communications from us by contacting us (see the CONTACTING US section below) and we will ensure that your name is removed from our mailing list.
- 3.5 We use general, aggregated information to generate statistics and measure site activity to improve the usefulness of customer visits. Such information does not include Personal Information.
- 3.6 Please take note that if required for the foregoing Purposes, your Personal Information may be transferred to locations outside Malaysia.
- 3.7 We may disclose your Personal Information to:
  - (a) our related corporations, affiliates, subsidiaries, associates, contractors, licensees, advisors, vendors, service providers, merchants, strategic partners, third party contractors, whether located within or outside Malaysia;

- (b) payment network operators (including VISA, MasterCard, China Union Pay), governmental agencies, regulatory authorities, if and when required;

for the Purpose.

Your Personal Information may also be disclosed to other third parties with whom we have commercial relationships, for marketing, advertising and related purposes, unless you have indicated that you do not wish for us to disclose to such third parties for marketing and advertising purposes, and as required or authorised under law or provided in co-operation with any governmental authority.

- 3.8 Please note that it is necessary for TBD to process your personal information for the Purpose, and without which TBD will not be able to provide the product and/or service that you have requested from TBD or to perform and/or carry out any of the abovementioned Purposes. If you fail to provide us with Personal Information stated in paragraph 3.1 above, we may not be able to perform and/or carry out any of the Purposes.

#### 4. **MARKETING AND PROMOTIONAL COMMUNICATIONS**

- 4.1 We may use the Personal Information provided to send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires unless you have indicated that you do not wish to receive such materials.
- 4.2 You may **opt out** of receiving any communications from us at any time by clicking on the “unsubscribe link” on the relevant marketing communications or contact us with your request (see the CONTACTING US section below).

#### 5. **SECURITY OF YOUR PERSONAL INFORMATION**

- 5.1 We will take reasonable steps to protect any Personal Information we receive from you via our Website or the Mobile App from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in either electronic or hard copy form or retain third parties to hold that information on our behalf. Where required by applicable laws, Personal Information will be destroyed or de-identified when no longer needed.
- 5.2 By providing us with Personal Information or using our services or our Website or the Mobile App, you consent to the transfer, storage and processing of Personal Information to where our servers, central database and system facilities are located and/or operated, which may be outside your country of domicile or the location where you access our Website or the Mobile App to provide Personal Information, and which may include, among others, Malaysia, Singapore, India, the United States and the United Kingdom.
- 5.3 However as the Website or the Mobile App is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us and you do so at your own risk.

## 6. LINKS TO OTHER WEBSITE

6.1 Our Website or the Mobile App may contain links to Website operated by third parties (“**Third Party Website**”). We are not responsible for the privacy practices or the content of Third Party Website. Third Party Website are responsible for informing you about their own privacy practices.

## 7. ACCESS AND CORRECTION

7.1 You may request access to any Personal Information we hold about you or any Third Party whose Personal Information you had provided at any time by contacting us (see the CONTACTING US section below). Where we hold information that you are entitled to access, we will endeavour to provide you with suitable means of accessing it (e.g. by emailing or mailing it to you).

7.2 If you believe that Personal Information we hold about you is incorrect, incomplete or inaccurate, then you may request to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the Personal Information stating that you disagree with it. You may also, at any time hereafter, request, in writing, to limit the processing of your Personal Information (including personal data of others provided by you).

7.3 In accordance with the Malaysian Personal Data Protection Act 2010, and to the extent not limited by any other applicable law (if applicable), we may:

- (1) charge a fee for processing your request for access or correction to the Personal Information; and
- (2) refuse to comply with your request for correction to the Personal Information and give you a reason for our refusal.

## 8. COOKIES

8.1 We may use cookies in our Website or the Mobile App to:-

- (1) maintain your session and required details during the application, subscription, registration process and during transactions (session cookie);
- (2) collect Website or the Mobile App usage data for statistical/analytics purposes (analytics cookie); and
- (3) direct you to the correct landing page based on your geo-location (geo-targeting cookie).

8.2 You may instruct your browser, by changing its setting, to stop accepting cookies or to prompt you before accepting a cookie from the Website or the Mobile Apps that you visit. Our Website or the Mobile App will not function properly if the cookie setting is disabled.

## 9. CONTACTING US

9.1 If you have any questions about our Privacy Policy, or any concerns or a complaint regarding the treatment of your privacy by us pursuant to the Malaysian Personal Data Protection Act 2010, please contact us via registered mail or email (which must be sent from your email address that you registered with us) at:-

Personal Data Protection Division  
Unit 19-04-02, Level 4  
PNB Damansara  
Lorong Dungun  
Damansara Heights  
50490 Kuala Lumpur  
Malaysia  
Email: [pdpa.admin@airasiabig.com](mailto:pdpa.admin@airasiabig.com)

10. **MISCELLANEOUS**

10.1 In the event of any inconsistency between the English version and other language versions of this Privacy Policy, the terms of this English version shall prevail.

11. **CONFLICT BETWEEN ENGLISH TEXT AND OTHER TRANSLATION**

11.1 If there is any conflict or discrepancy between the English text of terms and conditions of this Privacy Policy and any translation thereof, the English text shall prevail and supersede any other translation or any other version in any other language.