

# SINGAPORE PDPA

## 2012 WITH 2020 AMENDMENTS INCLUDED

### KEY DEFINITIONS

#### SECTION 2

**Individual-** A natural person, whether alive or deceased.

**Organisation:** Any individual, company, association, or group, whether incorporated or not.

1. Formed or recognized under Singapore law,
2. or based in Singapore.

**Data Intermediary:** An entity that processes personal data for another organization, but is not an employee.

#### PERSONAL DATA

means data, whether true or not, about an individual who can be identified -

- (a) from that data; or
- (b) from that data and other information to which the organisation has or is likely to have access;

#### DERIVED PERSONAL DATA

1. Personal data derived by an organization from existing data during business operations.
2. Excludes data obtained through prescribed methods.

**Document-** Includes any form of recorded information.

### PURPOSE OF THE ACT

#### SECTION 3

This Act governs the **collection, use, and disclosure** of personal data, balancing individuals' right to privacy with organizations' need to process data for reasonable purposes.

#### SECTION 4

##### APPLICATION OF THE ACT

**Exemptions:** The PDPA excludes personal or domestic data processing, employee data within organizations, public agencies, and prescribed entities.

**Scope:** This Act applies to the collection, use, and disclosure of personal data by organizations, regardless of whether the data is processed within or outside Singapore.

### DO NOT CALL (DNC) OBLIGATION (SECTIONS 39)



Organizations must check the Do Not Call (DNC) Registry before sending marketing messages via calls, SMS, or fax and must not use dictionary attacks or address-harvesting software for telemarketing.

### KEY OBLIGATIONS UNDER SINGAPORE'S PDPA

#### 1 ACCOUNTABILITY OBLIGATION (SECTIONS 11 & 12)

#### 2 CONSENT OBLIGATION (SECTIONS 13-17)

##### DEEMED CONSENT (CONDUCT) - SEC. 15.1

Individual voluntarily provides data for a known purpose.

##### DEEMED CONSENT (THIRD PARTY DISCLOSURE) - SEC. 15.2

Individual consents to one company sharing their data with another.

##### DEEMED CONSENT (CONTRACTUAL NECESSITY) - SEC. 15.3

Data sharing is required for fulfilling a contract.

##### DEEMED CONSENT BY NOTIFICATION - SEC. 15A

Organization notifies individuals, allowing them to opt out.

#### 3 PURPOSE LIMITATION OBLIGATION (SECTION 18)

#### 4 NOTIFICATION OBLIGATION (NOTICE) (SECTION 20)

#### 5 PROTECTION OBLIGATION (SECTION 24)

#### 6 RETENTION LIMITATION OBLIGATION (SECTION 25)

#### 7 TRANSFER LIMITATION OBLIGATION (SECTION 26)

#### 8 DATA BREACH NOTIFICATION OBLIGATION (SECTIONS 26A & 26B)

### INDIVIDUAL (DATA SUBJECT) RIGHTS

#### RIGHT TO WITHDRAW CONSENT (SECTION 16)

Individuals can withdraw consent for data collection, use, or disclosure at any time

#### RIGHT TO BE INFORMED (SECTION 20)

Organizations must inform individuals about data collection, use, and their rights.

#### RIGHT TO ACCESS (SECTION 21)

Individuals can request access to their personal data and details of its use or disclosure.

#### RIGHT TO CORRECTION (SECTION 22)

Individuals can request corrections to inaccurate or incomplete personal data.

#### RIGHT TO ACCURACY (SECTION 23)

Organizations must ensure collected personal data is accurate and complete.

#### RIGHT OF PRIVATE ACTION (SECTION 480)

Individuals can seek compensation for losses due to PDPA violations.



### ENFORCEMENT & PENALTIES

**General Financial Penalty (Section 48J)** – Organizations can be fined up to 10% of annual turnover (if over SGD 10 million) or SGD 1 million, and individuals up to SGD 200,000.

**Improper Use of Personal Data (Section 48E)** – Fine up to SGD 5,000 or imprisonment up to 2 years, or both.

**Unauthorized Re-identification of Anonymized Data (Section 48F)** – Fine up to SGD 5,000 or imprisonment up to 2 years, or both.



### Contact Us

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