



PERSONAL DATA
PROTECTION COMMISSION
S I N G A P O R E

**PROPOSED ADVISORY GUIDELINES ON THE APPLICATION OF THE
PERSONAL DATA PROTECTION ACT TO SCENARIOS FACED IN THE REAL
ESTATE AGENCY SECTOR**

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ADVISORY GUIDELINES FOR THE REAL ESTATE AGENCY SECTOR

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PART I: INTRODUCTION AND OVERVIEW

1 Introduction

- 1.1 The Personal Data Protection Act 2012 (the “PDPA”) establishes a general data protection law in Singapore which governs the collection, use and disclosure of individuals’ personal data by organisations. The Personal Data Protection Commission (the “Commission”) is established under the PDPA with the key functions, amongst others, of promoting awareness of data protection in Singapore and administering and enforcing the PDPA.
- 1.2 These advisory guidelines (these “Guidelines”) are issued by the Commission pursuant to section 49(1) of the PDPA to provide guidance on the manner in which the Commission will interpret provisions of the PDPA. Where relevant, reference is made to the provisions of the regulations to be made under the PDPA (“Regulations”).
- 1.3 These Guidelines are advisory in nature and are not legally binding on the Commission or any other party. They do not modify or supplement in any way the legal effect and interpretation of any laws cited including, but not limited to, the PDPA and any subsidiary legislation (such as regulations and rules) issued under the PDPA. Accordingly, these Guidelines shall not be construed to limit or restrict the Commission’s administration and enforcement of the PDPA. The provisions of the PDPA and any regulations or rules issued thereunder will prevail over these Guidelines in the event of any inconsistency. These Guidelines do not constitute legal advice.
- 1.4 Developed in consultation with the Council for Estate Agencies (“CEA”), these Guidelines aim to address the unique circumstances faced by the real estate agency sector in complying with the PDPA. In addition to these Guidelines, organisations in the real estate agency sector may wish to refer to other Advisory Guidelines issued by the Commission from time to time on other aspects of the PDPA, including the Advisory Guidelines on Key Concepts in the PDPA (“Key Concepts Guidelines”), which explain in greater detail the obligations which organisations have to comply with under the PDPA, the Advisory Guidelines on the Do Not Call Provisions, which explain in detail the application of the Do Not Call Registry Provisions in Part IX of the PDPA, as well as the Advisory Guidelines on Selected Topics, which explain certain topics in detail.

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- 1.5 It should be noted that the examples in these Guidelines serve to illustrate particular aspects of the Data Protection Provisions and the Do Not Call Provisions, and are not meant to exhaustively address every obligation in the PDPA that would apply in the example.

2 Overview of the PDPA

- 2.1 The PDPA governs the collection, use and disclosure of individuals' personal data by organisations in a manner that recognises both the right of individuals to protect their personal data and the need of organisations to collect, use and disclose personal data for purposes that a reasonable person would consider appropriate in the circumstances. The PDPA contains two main sets of provisions, covering data protection and the Do Not Call Registry, which organisations are required to comply with.
- 2.2 The PDPA's data protection obligations are set out in Parts III to VI of the PDPA (the "Data Protection Provisions"). In brief, the Data Protection Provisions deal with the following matters:
- a) Having reasonable purposes, notifying purposes and obtaining consent for collection, use or disclosure of personal data;
 - b) Allowing individuals to access and correct their personal data;
 - c) Taking care of personal data, which relates to ensuring accuracy, protecting personal data (including protection in the case of transfers) and not retaining personal data if no longer needed; and
 - d) Having policies and practices to comply with the PDPA.
- 2.3 The PDPA provides a number of exceptions to various Data Protection Provisions to address situations where organisations may have a legitimate need, for example, to collect, use or disclose personal data without consent or to refuse to provide an individual with access to his or her personal data.
- 2.4 The PDPA's Do Not Call Registry provisions (the "Do Not Call Provisions") are set out in Part IX of the PDPA. These deal with the establishment of Singapore's national Do Not Call Registry (the "Do Not Call Registry") and the obligations of organisations relating to the sending of certain marketing messages to Singapore telephone numbers. The Do Not Call Registry will initially comprise three separate registers kept and maintained by the Commission under section 39 of the PDPA (the "Do Not Call Registers") which cover telephone calls, text messages and faxes. Users and subscribers will be able to register a Singapore telephone number on one or more Do Not Call Registers depending on what their preferences are in relation to receiving marketing messages through telephone calls, text messages or fax.

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- 2.5 Organisations have the following obligations in relation to sending certain marketing messages to Singapore telephone numbers:
- a) Checking the relevant Do Not Call Register(s) to confirm if the Singapore telephone number is listed on the Do Not Call Register(s);
 - b) Providing information on the individual or organisation who sent or authorised the sending of the marketing message; and
 - c) Not concealing or withholding the calling line identity of the sender of the marketing message.
- 2.6 The PDPA provides that organisations need not check the Do Not Call Registers when the user or subscriber of a Singapore telephone number has given clear and unambiguous consent in written or other accessible form to the sending of the marketing message to that number, or when the organisation is sending an exempt message to that user or subscriber¹.
- 2.7 The Data Protection Provisions and the Do Not Call Provisions are intended to operate in conjunction when both sets of provisions come into force. Accordingly, organisations are required to comply with both sets of provisions when collecting and using Singapore telephone numbers that form part of individuals' personal data. Organisations need not comply with the Data Protection Provisions for Singapore telephone numbers that do not form part of an individual's personal data (such as business contact information), but would still be required to comply with the Do Not Call Provisions.
- 2.8 More details on how the Commission will interpret the Data Protection Provisions and the Do Not Call Provisions may be found in the Key Concepts Guidelines and the Advisory Guidelines on the Do Not Call Provisions, which can be found on the Commission's website (www.pdpc.gov.sg).

¹ Please refer to the Personal Data Protection (Exemption from section 43) Order 2013 and the Advisory Guidelines on the Do Not Call Provisions for more information on exempt messages.

PART II: APPLICATION OF THE PDPA TO SCENARIOS FACED IN THE REAL ESTATE AGENCY SECTOR

3 Personal data

- 3.1 Personal data is defined in the PDPA as “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.”
- 3.2 While some data may necessarily relate to an individual, other data may not, on its own, relate to an individual. Such data would not constitute personal data unless it is associated with, or made to relate to, a particular individual. Generic information that does not relate to a particular individual may also form part of an individual’s personal data when combined with personal data or other information to enable an individual to be identified.
- 3.3 The Commission understands that the types of personal data² that are typically collected by estate agent(s)³ or salesperson(s)⁴ may include, but are not limited to, the full name, NRIC number, marital status, contact details and residential addresses of client(s)⁵ and/or other parties to the transaction. Estate agent(s) or salesperson(s) may also obtain documents containing personal data such as personal cheques from their client(s) and/or other parties to the transaction.
- 3.4 In some situations, the information collected, used or disclosed by estate agents or salespersons may not be personal data.

² Forms which may be used to collect personal data from clients include standard forms (Estate Agency Agreements) prescribed by the CEA applicable to facilitate the estate agent and their salespersons to conduct sale, purchase and lease of residential property. There are a total of eight Estate Agency Agreements forms which can be downloaded from the [CEA website](#). There are other non-standard forms such as Tenancy Agreement forms, Option to Purchase (“OTP”) forms which also collect personal data from clients for the conduct of estate agency work. These agreements are typically drafted by lawyers according to the requirements of the sale/lease.

³ The Commission understands that the term ‘estate agents’ refers to estate agency businesses (sole proprietorships, partnerships and companies).

⁴ Salespersons are defined under the Estate Agents Act to mean “an individual who in the course of his employment or engagement (whether under a contract of service or contract for service) by, or as a director or limited liability partner of, an estate agent does estate agency work.”

⁵ Under the Estate Agents Act, a client is referred to as “any person who, whether on his own behalf or on behalf of another person, retains or otherwise uses the services of, or otherwise engages or employs, an estate agent, whether directly or through a salesperson.”

Example: Using personal data

Estate agent ABC is marketing the launch of a new development. It distributes flyers to all the mailboxes of property developments in the vicinity of the new launch, addressed generically to “The Resident”. In this case, ABC has not collected or used the personal data of any individual residing in the vicinity in the distribution of the flyers.

Estate agent ABC will be launching a new development. It mails flyers to former clients of its salespersons using the name and address of the former clients. In this case, ABC has used the personal data of these former clients to market the new launch.

Example: When information is personal data

Estate agent ABC analyses the data of properties bought or sold through its salespersons to gather insights into the property market. The raw data includes personal data about the buyers and sellers of the properties. ABC would also like to publish aggregated statistics of sales for public reference on developments in the property market.

ABC anonymises the raw data by removing the identifying information such that the remaining data does not identify any particular individual in itself or in combination with other information that the organisation has or is likely to have access to. In this case, ABC would not be disclosing personal data. However, as good practice, ABC should consider the possibility of factors beyond its control which may pose a challenge in keeping data anonymised. Such factors could include publicly available information which, if combined with ABC’s published data, could potentially lead to the identification of an individual.

Please refer to the chapter in the Advisory Guidelines for Selected Topics relating to Anonymisation for more information.

4 The Data Protection Provisions

- 4.1 The Data Protection Provisions in Parts III to VI of the PDPA set out the obligations that organisations are required to comply with if they undertake activities relating to the collection, use or disclosure of personal data. Among other things, organisations are required to obtain valid consent from the individual for a limited purpose that has been notified to the individual for the collection, use and disclosure of personal data of the individual, unless exceptions apply. In situations where an individual voluntarily provides his personal data to an organisation for a purpose, and it is reasonable that he would voluntarily provide the data, the individual is deemed to consent to the collection, use or disclosure of the personal data. If an individual gives, or is deemed to have given, consent to the disclosure of personal data about the individual by one organisation to another organisation for a particular purpose, the individual is deemed to consent to the collection, use or disclosure of the personal data for that particular purpose by that other organisation.
- 4.2 The following examples illustrate the application of some of the Data Protection Provisions in the PDPA. The examples in these Guidelines serve to illustrate particular aspects of the PDPA, and are not meant to exhaustively address every obligation in the PDPA that would apply in that scenario. These examples do not illustrate the application of the Do Not Call Provisions, which are addressed later in these Guidelines.

Example: Personal data collected from clients

Sarah will be relocating overseas and is putting up her apartment (which she co-owns with her husband, Sam) for sale. She approaches Jack, a salesperson representing estate agent ABC, to sell her property. To understand the characteristics of the property, Jack discusses with Sarah the strengths and weaknesses of the property and Sarah's reasons for selling the property.

- (a) Jack indicates to a prospective buyer that "the seller says the afternoon sun does not reach the bedroom". In this case, Jack has not disclosed the personal data of Sarah.
- (b) Jack indicates to a prospective buyer who visits the apartment that the seller Sarah and her husband have two children attending school in the vicinity of the apartment, and the couple is selling the apartment because they are relocating to country XYZ. In this

situation, Jack is disclosing the personal data of Sarah. Jack should obtain Sarah's consent⁶ to disclose her personal data to prospective buyers. For example, when Jack discusses the sale with Sarah, Jack could obtain Sarah's consent to mention some of her personal details to prospective buyers⁷.

(c) Jack also obtains some information, through the signing of an estate agency agreement⁸, from Sarah for the purposes of providing the agency service to her, including her contact details. As Sarah had voluntarily provided such personal data to Jack for this purpose, Sarah is likely to be deemed to have consented to Jack's collection, use and disclosure of such personal data for the purpose of providing her with the agency service, for example calling her to discuss offers received for her property or to arrange for prospective buyers to view her property.

(d) Sarah asks estate agent ABC to suggest several law firms which she could engage to obtain conveyancing services. ABC recommends XYZ. Sarah informs ABC to ask XYZ to contact her for these purposes. Sarah would be deemed to have consented to ABC providing her contact details to XYZ to arrange for the conveyancing services to be delivered.

Example: Personal data of real estate salespersons

Estate agent ABC would like to publish the names and photographs of its 'Top 100 salespersons' on its website. The names and photographs of these individuals will be personal data of the individuals concerned. ABC should obtain the consent of these individuals to disclose their personal data for the purpose of publicising their achievements.

A prospective buyer enquires about a property listed on ABC's website.

⁶ In this case, consent from Sarah may also be deemed. Please refer to the Key Concept Guidelines for more information on "deemed consent".

⁷ The Commission understands that some of the personal data may be publicly available. For example, the information that Sarah and her husband, Sam, own the property may be obtained from documents readily available to the public, such as property title information or private property deeds. The disclosure of publicly available personal data would not require consent.

⁸ The Estate Agents Act defines estate agency agreement to mean "one or more written documents embodying the terms agreed for the time being between an estate agent and a client of such agent being terms on and subject to which estate agency work is to be done by such agent for the client."

ABC provides the buyer with the contact details of its salesperson, Jack, for the buyer to enquire about the listing. Since the contact information of Jack is considered business contact information⁹, ABC does not require Jack's consent to disclose his business contact information to the prospective buyer.

- 4.3 There are several obligations within the Data Protection Provisions which require organisations to develop and implement policies and practices that are necessary for the organisation to meet its obligations under the PDPA. Organisations are required to make the information about their data protection policies and practices available. For more information, please refer to the latest Key Concepts Guidelines. Commonly raised topics such as the application of the Data Protection Provisions to CCTVs and NRICs are addressed in the latest Advisory Guidelines on the PDPA for Selected Topics.

Organisations and Data Intermediaries

- 4.4 The Commission understands that salespersons may not be employees of the estate agents that they represent and therefore may not fall within the exclusion from the Data Protection Provisions for employees acting in the course of their employment. Salespersons may instead be considered separate organisations from estate agents and would be required to comply with the Data Protection Provisions as if they were separate organisations from the estate agents they represent.
- 4.5 The PDPA does, however, provide that a data intermediary that processes personal data on behalf of and for the purposes of another organisation pursuant to a contract which is evidenced or made in writing will only be subject to the Protection Obligation and Retention Limitation Obligation and not any of the other Data Protection Provisions. In any case, under section 4(3) of the PDPA, the organisation that engages the data intermediary would still have the same obligations under the PDPA in respect of personal data processed on its behalf as if the personal data were processed by the organisation itself.
- 4.6 Please refer to the Key Concepts Guidelines for a discussion on the criteria for and obligations of data intermediaries.

⁹Under the PDPA, "business contact information" is defined as an individual's name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual, not provided by the individual solely for his personal purposes.

5 The Do Not Call Provisions

- 5.1 Messages that constitute an offer to supply, advertise, or promote goods or services, land or an interest in land, or a business or investment opportunity, or a supplier of such goods, services, land or opportunity are specified messages and the Do Not Call Provisions will apply to such messages. Messages offering to supply, advertise or promote property, or a supplier of property, would typically be considered specified messages. Messages which purposes do not include any of the purposes listed above will not be considered specified messages. In addition, some types of messages are excluded from the definition of a specified message, including “business-to-business” marketing messages. The Eighth Schedule to the PDPA sets out exclusions from the meaning of “specified message”.
- 5.2 The Do Not Call Provisions apply to a specified message addressed to a Singapore telephone number where the sender of the specified message is present in Singapore when the specified message is sent or the recipient of the specified message is present in Singapore when the specified message is accessed.
- 5.3 The following examples illustrate the application of the Do Not Call Provisions.

Examples on when the Do Not Call Provisions do or do not apply

Jack is a salesperson with estate agent ABC. Susan is interested to sell her apartment and engages Jack as her salesperson to market her apartment.

- (a) Jack receives an offer for the apartment and calls Susan to discuss the offer. Jack is not sending a specified message to Susan and the Do Not Call Provisions do not apply to the sending of the message.
- (b) Jack calls estate agent XYZ who has been sourcing for suitable properties for a prospective buyer, to market Susan’s apartment. Jack is sending a message to XYZ for the purposes of XYZ’s business, i.e., a “business-to-business” marketing call, which is excluded from the meaning of “specified message”. The Do Not Call Provisions do not apply to the sending of the message.
- (c) Jack buys a database of telephone numbers from a third party and

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calls a telephone number listed to ask if they would be interested to buy the property. Jack is sending a specified message to the recipient and the Do Not Call Provisions apply.

- (d) Jack recalls his old contact list and calls Tom, who enquired about another property that Jack was marketing previously, to ask if he would be interested to buy the property. Jack is sending a specified message to Tom and the Do Not Call Provisions apply.

Jack is a salesperson with estate agent ABC. Susan is interested to buy an apartment and engages Jack to source for a suitable apartment for her.

- (a) Jack manages to successfully find an apartment for Susan. Two years later, the property market appreciates and Jack calls Susan to ask if she would be interested to sell her apartment with him as her agent. Jack is sending a specified message to Susan (as he is offering his agency services to Susan) and the Do Not Call Provisions apply.

Jack is a salesperson with estate agent ABC stationed at the showroom of a new launch development "NewLaunch". Mark visits the showroom.

- (a) Jack walks Mark through the showroom and discusses a possible purchase of a NewLaunch unit with Mark. Mark tells Jack that he is not prepared to make a decision that day and would like to consider the purchase. Mark leaves his number with Jack and asks Jack to call him the next day for his final decision. Jack calls Mark the next day to find out his decision. As Jack is responding to Mark's request to call him about the decision on the purchase and not to make an offer or promote another good or service, Jack is not sending a specified message to Mark, and the Do Not Call Provisions do not apply.
- (b) After Jack introduces the features of NewLaunch, Mark requests that Jack holds a unit for him and informs that he would return by close of business the next day with a cheque for the option amount. Jack calls Mark later to confirm if Mark will be heading back with the cheque. Jack will not be sending a specified message to Mark (as he is calling to confirm if Mark will be providing the down payment) and the Do Not Call Provisions will not apply.
- (c) Jack has no interaction with Mark at the showroom, but obtains Mark's contact details from the guestbook at the showroom. Jack

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calls Mark the next day to ask whether he would be interested to purchase a unit at NewLaunch. Jack will be sending a specified message to Mark and the Do Not Call Provisions apply.

(d) Jack obtains Mark's contact details (either from Mark directly or from the guestbook) and calls Mark to market other properties that Jack or ABC is marketing. Jack will be sending a specified message to Mark and the Do Not Call Provisions apply.

5.4 One significant obligation under the Do Not Call Provisions is that the organisation sending the specified message (i.e. ABC or Jack, as the case may be) will have to check the Do Not Call Registers as described above, unless:

- a) the user or subscriber of the Singapore telephone number has given clear and unambiguous consent in written or other accessible form to the sending of the specified message to that number; or
- b) the organisation is exempted from complying with its obligation under the Personal Data Protection (Exemption from Section 43) Order (S.817/2013) ("Exemption Order").

5.5 The following examples illustrate what the Commission would consider in assessing whether such consent has been given.

Examples on obtaining clear and unambiguous consent in evidential form

Jack is a salesperson with estate agent ABC marketing a property.

The following situations, on their own, are not likely to constitute clear and unambiguous consent in evidential form from the subscriber to receive telemarketing calls from Jack:

- (a) 'Declaration' by third party: Jack buys a database of telephone numbers from a third party. The third party declares that consent has been obtained from the subscribers of the telephone numbers to receive telemarketing calls;
- (b) Publicly available information: Jack obtained the telephone number from a publicly available source like a telephone directory or a

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publicly available social network profile;

(c) Failure to opt out: There is a sign at a showroom that states “ABC or its salespersons may contact you for marketing and promotions”;

(d) Prior business relationship: Jack was previously in touch with Tom to source for or sell a property for Tom.

The following situations are likely to constitute clear and unambiguous consent in evidential form from the subscriber to receive telemarketing calls, if evidence is retained to demonstrate that the individual has indeed given such consent:

(a) The guestbook at a showroom clearly indicates for every individual to “tick here if you wish to be contacted by phone or SMS for this development and other new launches by ABC Development Pte Ltd”;

(b) Tom contacts Jack to enquire about a property. Jack sends an email to Tom with details of the property, in which Jack also asks if Tom would be interested to know about other properties on the market. Tom replies “Yes” via email.

5.6 In order to rely on the Exemption Order, the sender must be in an ongoing relationship with the recipient, and the specified text or fax message sent must relate to the subject of the ongoing relationship. The other conditions specified in the Exemption Order (e.g. the provision of an opt-out facility) also have to be complied with. The Exemption Order does not apply to voice calls. The Commission’s Advisory Guidelines on the Do Not Call Provisions provide further elaboration.

5.7 An “ongoing relationship” under the Exemption Order means a relationship, which is on an ongoing basis, between a sender and a subscriber or user of a Singapore telephone number, arising from the carrying on or conduct of a business or activity (commercial or otherwise) by the sender. An ongoing relationship may include, for example, a subscription, membership, account, loan or comparable relationships involving the ongoing purchase or use of goods and services supplied by the sender to the individual.

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- 5.8 The Commission considers one-off interactions or transactions in themselves to be insufficient to constitute an ongoing relationship. For example, the fact that an individual previously contacted the sender to enquire about a particular property on sale, the fact that the individual previously engaged the sender to market a property for the individual, or the fact that the individual left his telephone number at a showroom, in themselves, would be insufficient to establish an ongoing relationship between the individual and the sender.
- 5.9 The following examples illustrate the application of the Exemption Order.

Examples on when the Exemption Order may or may not apply

- (a) Sarah sends a message to enquire about a property marketed by a salesperson, Jack. Jack responds to the enquiry with more details about the property. In this case, while Jack can respond to Sarah's query, he cannot rely on the Exemption Order to send specified messages to Sarah's telephone number as her enquiry is a one-off interaction.
- (b) Sarah signs an option to purchase a property from Henry, which is marketed by a salesperson, Jack. Jack cannot rely on the Exemption Order to send specified messages to Sarah's telephone number as the option does not establish an ongoing relationship between Sarah and Jack.
- (c) Sarah previously engaged a salesperson, Jack, to sell her property. As part of maintaining his clientele base, Jack sends regular email updates to Sarah even though she neither requested for them nor responded to them. Jack cannot rely on the Exemption Order to send specified messages to Sarah's telephone number as the sale of Sarah's property is a one-off transaction and unilateral action on the part of Jack does not cause an ongoing relationship between Jack and Sarah to be formed.
- (d) Sarah signs up for regular email updates from a property website operated by estate agent ABC. When signing up, Sarah selects the types of properties she would like to be updated on based on a list of criteria (e.g. price, size, location, number of bedrooms) selected by her. Estate agent ABC may rely on the Exemption Order to send text or fax messages containing updates about newly listed properties

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within the specified criteria to Sarah's telephone number.

6 Other rights, obligations and uses

- 6.1 Section 19 of the PDPA provides that notwithstanding the other provisions of Part IV of the PDPA (which contain some of the Data Protection Provisions), an organisation may use personal data collected before the appointed day for the purposes for which the personal data was collected, unless consent for such use is withdrawn or the individual has indicated to the organisation that he does not consent to the use of the personal data. Such 'use' could include disclosure that is necessarily part of the organisation's use of such personal data. However, the Do Not Call Provisions will apply to Singapore telephone numbers collected before the appointed day. This is illustrated in the following example.

Example: Existing use of personal data

Estate agent ABC has been using the database of past and existing clients, collected before the appointed day (i.e. 2 July 2014), to send them flyers on new launches. ABC may continue to use such personal data for the reasonable purpose of sending clients flyers about new launches. For the avoidance of doubt, if ABC collects the personal data on or after the appointed day, ABC will have to comply with the relevant Data Protection Provisions, including obtaining the consent of its new clients to collect, use and disclose their personal data for the intended purposes.

ABC wishes to call the clients in its database to market its new launches. While ABC may not need to obtain consent under the Data Protection Provisions to use the personal data of its clients in the database to call them for its new launches, the Do Not Call Provisions separately apply. ABC is required to either check and confirm that the Singapore telephone number is not listed on the Do Not Call Registers within the prescribed period before making the marketing call, unless it has obtained the clear and unambiguous consent of the subscriber or user of the Singapore telephone number in evidential form to the sending of the marketing message, or it is sending an exempt message. ABC can rely on clear and unambiguous consent in evidential form that it has obtained before the appointed day to send the marketing message.

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- 6.2 Section 4(6) of the PDPA states that unless otherwise provided in the PDPA, nothing in Parts III to VI of the PDPA shall affect any authority, right, privilege or immunity conferred, or obligation or limitation imposed, by or under the law, including legal privilege, except that the performance of a contractual obligation shall not be an excuse for contravening the PDPA, and the provisions of other written law shall prevail to the extent that any provision of Parts III to VI is inconsistent with the provisions of that other written law.
- 6.3 Section 13(b) of the PDPA provides that an organisation shall not, on or after the appointed day, collect, use or disclose personal data about an individual without the consent of the individual unless the collection, use or disclosure, as the case may be, without the consent of the individual is required or authorised under the PDPA, Estate Agents Act or any other written law.

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