



5 June 2014

By Email: [pdpc\\_consultation@pdpc.gov.sg](mailto:pdpc_consultation@pdpc.gov.sg)

Attention: **Personal Data Protection Commission, Singapore (“PDPC”)**

Dear Sirs,

**Public Consultation on the Proposed Advisory Guidelines on the Personal Data Protection Act for Selected Topics - Photography**

We refer to the subject matter and your Consultation Paper dated 16 May 2014 (“**Consultation Paper**”)

Please find in the Annex below the feedback of Canon Singapore Pte. Ltd on the Consultation Paper for your consideration.

Please contact the undersigned at Tel: 6796 3697 or [janette\\_loh@canon.com.sg](mailto:janette_loh@canon.com.sg) should you have any queries on the attached.

Thank you.

Yours sincerely,

Janette Loh  
General Counsel  
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Enc (see Annex below)

**Canon Singapore Pte. Ltd.**

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## Annex

### **Public Consultation on the Proposed Advisory Guidelines on the Personal Data Protection Act for Selected Topics – Photography issued by Personal Data Protection Commission, Singapore (“PDPC”) dated 16 May 2014**

#### **1. Paragraph 2.2 and 2.4**

##### Comment 1:

We note that an exception to the Consent Obligation for the taking of a photo of an individual if the photographer is acting in his/her personal or domestic capacity. We would like clarification on how the PDPC regards a situation where such photos are submitted as an entry to a photo competition and whether this would still be considered a situation of the photographer acting in his/her personal capacity.

##### Comment 2:

In the scenario mentioned above, a contest organizer would typically rely on a warranty by the contest participant i.e. the photographer that it has in place the necessary consents for the contest organiser’s use of the photo for specified purposes. Would the PDPC regard such warranty in the contest terms and conditions which the participant has accepted as falling under one or more of the accepted measures under paragraph 12.34 of the Advisory Guidelines on Key Concepts for exercising appropriate due diligence? How else can the contest organizer avoid being in breach of the Act when using such photos?

#### **2. Paragraphs 2.21 and 2.23**

##### Comment:

We note that a withdrawal of consent would not affect continued use and future disclosure where the photograph is already publicly available. We would like clarification on how the following example applies in the foregoing context:

##### *Example:*

Organisation ABC publishes a photograph of an individual on a public billboard for marketing purposes with consent. The individual in the photograph subsequently withdraws his consent while the billboard is still on display. Would Organisation ABC not be required to remove the billboard since it is already on public display or does allowing the billboard to remain on display be considered continued use?

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