

“**OMUSUBI**” and “**hana-musubi**” operated by Hyakunousha International Limited (hereafter “**we**” or “**us**”) values and strives to protect its Customers’ privacy and personal data. This Privacy Policy exclusively applies to our customers using the App (“**Privacy Policy**”).

In this Privacy Policy:-

1. We are Hyakunousha International Limited of Unit 1, 20/F, Goodman Global Gateway, 168 Yeung Uk Road, Tsuen Wan, Hong Kong (“**we**” or “**us**”) – we are the operator/owner of the brands “**OMUSUBI**” and “**hana-musubi**”;
2. Unless otherwise stated, capitalized terms herein shall have the same meanings as defined in the [Terms & Conditions](#) regarding the use of the App;
3. “**Personal Data**” refers to any data, information or combination of data and information that is provided to us by you or others, that relates to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly.

We are committed to protecting the privacy, confidentiality and security of your personal data privacy and complying with the data protection principles and provisions under the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of The Laws of Hong Kong) (the “**Ordinance**”). We are equally committed to ensuring that our staff uphold these obligations.

Please read this Privacy Policy carefully to understand how we collect, use, and retain your personal data. By accessing and/or using the App (including but not limited to accessing the information therein, using and enjoying the features therein including but not limited to Stamps, Points, Badges, Membership Rewards, Coupons, Vouchers, Top Up Card Account, etc.), you agree to us collecting, using, processing, sharing, transmitting or maintaining your Personal Data according to this Privacy Policy. Subject to the terms hereinbelow, Personal Data will only be collected for lawful and relevant purposes as per this Privacy Policy, and practical steps will be taken to ensure that the Personal Data collected and retained by us is accurate, kept secure and that no unauthorised or accidental access or other use occurs. If you have any questions about this Privacy Policy, you should contact us via the “Feedback” feature (under the “Settings” page) or via enquiry@hyakunousha.com.

This Policy sets out inter alia (i) the Personal Data we may collect about you when you use the App; (ii) how we store and safeguard the Personal Data provided by you; and (iii) how you may access, correct and control the Personal Data provided to us and the other rights you have with respect to the Personal Data you provided to us.

If you do not agree with any of the terms in this Privacy Policy, please do not use the App.

This Privacy Policy shall be governed by, construed and enforced in accordance with the laws of Hong Kong. The Hong Kong Courts shall have exclusive jurisdiction over any claims arising out of, or in relation to, this Privacy Policy and/or our protection or handling of your Personal Data and the parties hereby irrevocably submit to the jurisdiction of the Hong Kong Courts.

Collection of Your Personal Data and Purposes for Collection of Your Personal Data

We collect your Personal Data when you access and/or use the App, such as when you open the App, access the contents of the App, open a user account, register your mobile number, link up with Octopus Card, scan your membership QR code at our physical shops, use any Coupons, E-Vouchers or promotional offers, make payments, top-up the Top Up Card Accounts or make use of any other functions available on the App. We also collect your Personal Data when you participate in our Membership program under the App, such as when you make a purchase of item at our participating hana-musubi's and OMUSUBI's physical stores to accumulate Stamps or Points or Badges or when you redeem any Membership Rewards, etc. We also look at how you use our App to help us improve our services and optimise customer experiences.

Our third-party partners and service providers, such as the Third-Party Payment Providers, marketing and advertising companies, online analytics providers, provider / operator of Octopus Card and telecommunications providers, may also collect the Personal Data you provided to us.

The Personal Data we process / collect from you may include, but are not limited to, your name, gender, email address, your Registered Mobile Number, your password, your location information, your biometric data, information about your purchasing activities, your purchase records and the products you purchased, your product search records, your purchase preference, your payment details such as credit card number and other financial account information, etc. We also collect and maintain information in relation to your Top Up Card Account, including but not limited to Top Up Card Balance, transaction histories, top-up history, etc.

We may also automatically log general information about your browser or device by cookies or other technical methods whenever you use and/or access our App, which include but not limited to your device's internet service provider, internet protocol (IP) address, domain name, browser type, device information (including the unique device identifier), mobile operating system, referrer URL, access times, time-zone setting, operating system and platform, mobile application identifier, other technology on the

devices you use to use the App (collectively, the “**Technical Data**”).

Please note that it is entirely **voluntary** for you to provide your Personal Data to us, **but** we might not be able to provide you with certain services if you opt not to provide us with your Personal Data as requested. For instance:-

1. We may be unable to register your account or accredit you with Stamps and/or Points and/or Badges, or to allow you to use or enjoy other features including Coupons, Vouchers and/or the redemption of Membership Rewards and/or other benefits or features under the App, if you refuse to provide us with your Registered Mobile Number and/or other personal information as requested in the App (including but not limited to your year and month of birth) which are marked as compulsory and necessary for account-opening;
2. We may be unable to process the reported problem if you do not provide us with the description of the problem, user details/login credentials, contact information (including email address(es) and telephone number(s)), and/or any supporting documentation of the reported problems (including but not limited to screenshots which are compulsory and necessary when you report a problem to us);
3. We may be unable to send you promotional offers or latest updates via email if you refuse to provide us with your email address, which is optional for the usage of the App or account-opening, but compulsory and necessary if you wish to receive promotional offers or latest updates via email (subject to your consent);
4. We may be unable to provide you with some of the services involving store location (e.g. the “Store” section) if you refuse to provide us with your location information;
5. We may be unable to record your purchase transactions and accredit you with the benefits under our loyalty program (e.g. Stamps, Points, Badges, Vouchers, Coupons, Membership and/or Membership Rewards) if you refuse to provide the details of any transaction, purchase, or order you have made with us (including your user information, date and time of the transaction, subject and quantity so transacted, the consideration involved in the transaction, payment method and the billing information), which is compulsory and necessary for the purpose of running the loyalty program (e.g. Stamps, Points, Badges, Coupons, Vouchers, Membership and/or Membership Rewards) and for keeping and reflecting your transaction record in the App;

6. We may be unable to record your purchase transactions and accredit you with Stamps and/or Points and/or Badges and/or allow you to utilize or redeem Membership Rewards if you refuse to present the member QR Code within the App to our staff at the time of purchase at our participating physical stores;
7. We may be unable to let you use the App if you refuse to provide the Technical Data or usage data (including but not limited to the usage of your App, such as traffic data, location data, length of each session of use, your clickstream, page response time, page errors, page interaction information, etc.), which are compulsory and necessary for us to (i) detect and deter unauthorized or fraudulent use of, or abuse of the services in the App; (ii) uphold technical security of the App; and (iii) optimize the service of the App;
8. We may be unable to let you use the Top Up Card Account if you refuse to provide the relevant payment information required for us to receive payments and to process payments; and
9. We maintain online presences with social networks (including but not limited to Facebook, Instagram and YouTube) and process user data in this context allow us to communicate with you about us. When you visit or interact with a profile on a social media platform, Personal Data about you and/or Technical Data may be processed depending on what you share on the relevant social network and the settings of your social media account. Also, information associated with a social media profile regularly represent Personal Data, including messages and statements using the profile. In addition, during your visit to a social media profile, certain information is often automatically collected, which may also represent Personal Data. If you choose to visit or interact on a social media platform as set out above (which is optional), collection of the social network data will become compulsory and necessary for us to (i) detect and deter unauthorized or fraudulent use of, or abuse of the services in the App; (ii) uphold technical security of the App; (iii) optimize the service of the App; (iv) conduct market and statistics study on our clientele base and customers' interest; and (v) communicate with you for providing customer services and collect feedback. This clause is to be expressly without prejudice to and subject to our Terms & Conditions (in particular Clause 20 therein) .

Purposes for Collecting Personal Data & How We Use The Information Collected From You

We process your Personal Data insofar as it is necessary for performance of the Terms & Conditions and for providing the services of the App to you. We also process your other Personal Data collected on the basis of our legitimate interest, which are for further improvement of the services of the App, for direct marketing purposes subject to any necessary consent from you, etc. We shall only use your Personal Data where it is permitted by the law to do so.

We, as a data user of your Personal Data, use your Personal Data for the following purposes in accordance with this Privacy Policy:

1. to provide you with our services (including but not limited to any promotions, Membership, policy of the Membership Rewards, any accrual or accumulation or redemption method of the Points and/or Stamps, purchase and usage of Coupons, Vouchers) and to perform obligations under the Terms & Conditions which we have entered into (or are about to enter into) with you;
2. To process payments;
3. To provide customer services;
4. to create, manage and/or update your user account in this App;
5. to provide you with any important information (including but not limited to the verification code for the purpose of account-opening and/or login);
6. to notify you of any promotional/marketing materials (subject to your consent);
7. to introduce you to our products and services;
8. to process and record details of your purchase of our products;
9. to communicate with you about your purchases, services and programme participation, etc.;
10. to communicate with you about our brand, products, and programmes (including those of our partners);
11. to respond to any comments or complaints you make against us or our staff;
12. to verify your identity;
13. to enable you to utilize our services;
14. to conduct market research and/or aggregate statistical data;
15. to understand your buying habits, such as the frequency of your visits, your purchase history and the time you spend in our shops and/or on the App;
16. to disseminate information, conduct marketing activities (please refer to the “Direct Marketing” section below) and provide other related services (subject to your consent);
17. to continuously improve our products and services and personalize your experience in the App and in our stores;

18. to consolidate the information you provide us with other information, such as transaction history, to personalise communications between you and us;
19. to notify you about changes to our services or our App or the Terms and Conditions as we see fit and when it is necessary;
20. any other legitimate purposes insofar as may be required, authorized or permitted by law or regulatory requirements; and/or
21. other purposes agreed by you.

Notwithstanding the general purposes set out above, if we provide you with more specific purpose(s) of use of your Personal Data either at the time we ask you to provide your Personal Data or through other means, then such notice shall prevail over the general purpose(s) of use as stated above.

In principle, we obtain your consent before we process your Personal Data. However, we may process your Personal Data without your prior consent when any of the following applies insofar as permitted under the applicable laws:-

- (a) processing is necessary for our compliance with the legal obligations to which we are subject to (including but not limited to following any information disclosure orders imposed by any government body or competent Court);
- (b) processing is necessary for our compliance with and performance of the Terms and Conditions;
- (c) processing is necessary in order to protect vital interests of yours or of another individual;
- (d) processing is necessary to detect, investigate, prevent, remediate and take measures against illegal or suspected illegal acts; or
- (e) processing is necessary for the legitimate interests pursued by us or by a third party, except where such interests are overridden by your privacy related rights, interests, and freedom (including improvement of operations or systems, prevention of fraud, maintenance of security and research performed by us).

If you have given us consent to use your Personal Data for a specific purpose, you have the right to withdraw your consent any time by contacting us via enquiry@hyakunousha.com . We will stop using your Personal Data for the specific purpose in respect of which the consent is withdrawn. Please however note that, as stated above and always subject to the Terms & Conditions, we are unable to undo any use of your Personal Data that has already taken place and may be unable to carry out some of the services and/or obligations under the Terms & Conditions without your consent to use your Personal Data for certain purposes.

As stated below, we will not use your Personal Data for direct marketing purpose, unless with your express consent to do so.

Sharing Your Personal Data With Third Parties

To achieve the above purposes, we will disclose or provide your Personal Data to the following categories of third parties:

1. our parent company or/and other affiliated companies within our group;
2. third party partners and/or service providers who provide products and services to us for the operation of our relevant businesses and/or who otherwise processes Personal Data on our behalf, such as credit card processors or payment services providers;
3. the credit card or payment services providers or processor processing your payment on our App (if any) or at our physical stores;
4. when required by law, the logistic providers delivering your orders to you, e.g. express delivery (if any);
5. third-party service providers providing market research and market analysis services to us;
6. business partners or service providers handling any marketing, programmes or services organized by us;
7. professional advisors and consultants providing legal or other advisory and consultancy services to us; and
8. the agents, contractors or service providers that provide us with operational services, such as online cloud processing and processing, e-commerce, information technology, marketing optimization, telecommunications, security or other related services that require collection and use of your Personal Data;
9. any regulatory or government authorities or courts as the law requires;
10. any third party with whom you consented to share your Personal Data; and/or
11. any third party as the law permits and/or requires.

The above third parties may process your Personal Data as a result of the services they provide to us. The above third parties are bound by contractual obligations to keep confidential any information they access, so as to protect the information from unauthorized access, use and retention.

If we enter into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.

We will not disclose or provide your Personal Data to other third parties except in the following circumstances:

1. after obtaining your consent;
2. when we publish and provide statistical data which are anonymized and do not directly identify you;
3. when required by applicable law; and/or
4. when it is necessary for the protection of the life, body, or property of an individual and it is difficult to obtain the consent of the individual.

Direct Marketing

In terms of direct marketing, we will use your customer profile information (including but not limited to the Registered Mobile Number, email address and/or other contact information that you have provided to us) and also other Personal Data (including but not limited to information related to your activities on our App) which we collect / have collected from you from time to time for the purposes of marketing, research, questionnaire survey, promotion and customer relationship management, including but not limited to communicating with you about your order or purchase, services and your participation in programmes, or communicating with you about our brand, products, activities, etc. (including discount offers with us or our partners).

We will not use your Personal Data collected from you for our direct marketing purpose unless we have obtained your prior consent. We will not provide your Personal Data to third parties for direct marketing or other unrelated purposes without your consent. With your consent, we may send you marketing materials by notifications, SMS, email or other means.

If you have agreed to receive marketing communications but do not wish to receive them anymore in the future, you can change your preference via “My Profile” (under the “Me” page) or send a written request at any time via the “Feedback” feature (under the “Settings” page) or by e-mail to enquiry@hyakunousha.com or by post to the following address: Unit 1, 20/F Goodman Global Gateway, 168 Yeung Uk Road Tsuen Wan, New Territories, Hong Kong, together with your Registered Mobile Number and/or other information that can reasonably help us identify your account. When we handle such a request, we have the right to check/verify the identity of the requester to ensure that he/she is the person entitled to make such request.

Please note, however, that even if you opt out from receiving any marketing material from us, you may continue to receive notifications or information from us that are necessary for your use of the App and the services therein.

Links to Other Websites / External Links

Our App may include hyperlinks operated by other organizations, but we are not responsible for the safety practices of other linked sites. To protect your Personal Data, please refer to their privacy policy when visiting a linked external website.

Personal Data Security

We take practical measures to ensure that your Personal Data will be treated in a safe, secure and confidential manner, and also to protect your information from being accidentally lost, used, accessed or processed in an unauthorised manner, altered, disclosed or destructed.

We protect the privacy and confidentiality of your Personal Data in *inter alia* the following ways:

1. implement security measures and install tools adopted by us to prevent loss, misuse, unauthorized access, unauthorized disclosure or modification of data; and
2. implement confidentiality measures adopted for your Personal Data.

The information we collect about you will be stored on our servers within Hong Kong SAR. Your Personal Data will not be transferred outside of Hong Kong SAR. Only personnel or service providers authorised by our management have access to and can retrieve server data or server records on a strictly need-to-know basis. Please note, we cannot guarantee the complete security of the information you transmit to us or we sent to you through the Internet. If you have reason to believe that your interaction with us is no longer safe, please contact us immediately.

Whilst we implement the above safeguards with a view to protect your Personal Data, please note that inherently no transmission of information or method of data storage on the Internet is completely secured.

Also, as per Clause 22 of our Terms & Conditions, it is your sole responsibility to protect your registered account information, and if you fail to keep that safe and suffer any loss and damages as a result of that, you will be solely responsible for the losses. In such case, not only we shall not bear any responsibility for that, we expressly reserve all our rights and remedies that may be available under the applicable laws.

Retention of Personal Data

Subject to the terms herein, we will only retain your information for as long as reasonably necessary to fulfil the purposes we collected it for. When the purpose(s) of collecting your Personal Data is no longer valid, we will securely delete your Personal Data as soon as practicable, unless retention of the same is required by any applicable

law, regulatory or accounting requirements as may reasonably be required, or unless expressly stated otherwise in the Terms & Conditions and/or herein.

We may retain your Personal Data following the closure or termination of your account if retention is reasonably necessary:-

(a) to comply with any applicable law or regulation;

(b) to provide and process customer support service;

(c) to resolve disputes between us or with any user of the App; and/or

(d) to investigate into, detect and/or deter any unauthorized or fraudulent use of, or abuse of the services provided in the App.

If your account is cancelled or terminated as per Clause 17 of the Terms & Conditions, without prejudice to the Terms & Conditions, we will irrevocably delete your Personal Data, earned Points, redeemed Membership Rewards, uncollected Membership Rewards and all other account information from our database after 30 days, except the transaction records which we shall retain in our database.

Accessing, Amending and Deleting Personal Data

You have the right to access your Personal Data held by us and request us to amend, stop using or delete the Personal Data provided by you. Should you need to exercise the above rights or have any comments or questions on the way we process your Personal Data, please contact our staff (details as set out below) so that we can handle your request as soon as possible. Please note we may refuse to comply with your request to access or amend your Personal Data as permitted under the Ordinance. When we process a request to access or amend Personal Data, we may ask to verify the identity of the requestor to ensure that he / she has the legal right to make the request.

Contact email: enquiry@hyakunousha.com

Contact number: 2105 3010

Contact address: Unit 1, 20/F Goodman Global Gateway, 168 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong

Changes to the Privacy Policy

We may change the types of Personal Data we collect, and/or the purposes of processing Personal Data through our App. We also reserve the right to update this Privacy Policy from time to time without prior notice. Your continued access and/or use of the App signifies your acceptance of the updated, amended or modified Privacy

Policy. If you do not agree to all the terms and conditions in this Privacy Policy and/or any subsequent updates, amendments or modifications thereto, you should stop accessing or using the App.

Please review this Privacy Policy on a regular basis to ascertain if there are any changes to this Privacy Policy and if so to review the said changes.

Enquiry

Any enquiries about this Privacy Policy can be made to us via the above contact email, telephone number and address.

Language

This Policy is available in both English and Traditional Chinese. If there are any inconsistencies between the versions, the English version shall prevail.