



PRINSEP STREET PRESBYTERIAN CHURCH

DATA PRIVACY POLICY (Updated 19 August 2025)

Prinsep Street Presbyterian Church (“PSPC” or the “Church”) is committed to protecting your personal data and privacy in accordance with the Singapore Personal Data Protection Act 2012 and its related regulations (collectively, the “PDPA”). This Data Privacy Policy (“Policy”) sets out the basis on which PSPC (“we”, “us”, or “our”) may collect, use, disclose, or otherwise process your personal data.

Unless otherwise stated, this Policy applies in conjunction with any other data protection notice, policy, or terms and conditions which we may publish or provide to you from time to time (for example: prior to or upon collection of your personal data, prior to our using your personal data for a purpose, or in any form or document in which you provide your personal data to us).

This Policy is to be read in conjunction with any other policies, contractual clauses, and consent clauses that apply in relation to the collection, use, and/or disclosure of your personal data by us. We may revise this Policy from time to time without any prior notice, and will publish any updated Policy on our Website, with an updated revision effective date.

Queries relating to this Policy, and any requests or complaints relating to your personal data, may be sent in writing, via post or email, to:

Data Protection Officer
Prinsep Street Presbyterian Church
77 Prinsep Street, Singapore 188649
Contact No.: +65 6337 0595
Email: office@pspc.org.sg

1. Personal Data

- 1.1 “**Personal data**” means any 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 we have or are likely to have access.
- 1.2 Personal data which PSPC may collect, use and disclose (for the purposes specified in paragraph 2) includes (but is not limited to) the following:
 - (a) personal identification details such as name, NRIC number, FIN, work permit number, passport number;
 - (b) personal biographical information such as date of birth, age, nationality, gender, marital status, and names of family members attending the Church;
 - (c) personal contact information such as residential address, telephone number, and email address;
 - (d) financial information, for example, relating to payments or donations made to PSPC;
 - (e) personal information relating to your pastoral care needs and/or those of your family members;
 - (f) (for members of PSPC) information which may relate to your life as a Christian and/or as a member of PSPC, such as dates and places of baptism, confirmation, and marriage;
 - (g) (for prospective employees) information relating to your employment history (such as previous employers, remuneration, and positions/titles), academic qualifications, employment pass / work permit information, and information provided by past employers and referees; and
 - (h) images and audio recordings (e.g., in photographs and video recordings), including (but not limited to): (i) recordings made by CCTV cameras at the premises of the Church, (ii) photographs and video recordings taken at locations which are open to the public, and (iii) photographs and video recordings taken at events which are organised by the Church.
- 1.3 If you provide us with personal data of any third party, you confirm that you have obtained the consent of such third party for us to collect, use, and disclose their personal data pursuant to this Policy.
- 1.4 We may also collect non-personally identifiable data about you, such as your use of our Website, internet protocol addresses, browser and computer system information, cookies, invisible pixels, and aggregated data related to your use of our Website, applications or platforms.

2. Collection, Use & Disclosure of Personal Data

- 2.1 Generally, and subject to this Policy and the PDPA, we do not collect your personal data unless:
 - (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “**authorised representative**”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes; or

- (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws.
- 2.2 PSPC may collect and use your personal data, or disclose your personal data to another person or organisation, in the following situations:
 - (a) with your consent, obtained prior to or upon collection of your personal data, or otherwise prior to using your personal data for a purpose;
 - (b) with your deemed consent, that is, where you voluntarily provide the personal data to us for a purpose;
 - (c) where the PDPA or any other written law permits the collection, use, and/or disclosure of your personal data without your consent;
 - (d) where the collection, use, and/or disclosure of the personal data is in the vital interests of an individual;
 - (e) where the personal data is publicly available or the collection, use, and/or disclosure of personal data relates to matters affecting the public or is in the public interest;
 - (f) where the collection, use, and/or disclosure of the personal data is in the legitimate interests of PSPC or another organisation; or
 - (g) where required for any purpose reasonably related to, and/or necessary in order for us to fulfil, the purposes for collection, use and/or disclosure of personal data in accordance with the PDPA and this Policy.
- 2.3 In general, we may collect, use, and disclose your personal data where necessary, and to the extent reasonably required, for one or more of the following purposes:
 - (a) to minister to members and worshippers of PSPC;
 - (b) to identify our members and those who regularly worship with us, and visitors to PSPC;
 - (c) to provide pastoral care and other services;
 - (d) to organise and conduct events, activities, and programmes that are part and parcel of church life;
 - (e) to provide social services and support;
 - (f) to provide information relating to PSPC and/or the Presbyterian Church in Singapore to members, worshippers, visitors, and others (including, but not limited to, information about PSPC ministries, services, news, events, and programmes) via weekly bulletins, newsletters, emails, SMS-es, social media and other means;
 - (g) to process tithes, donations, and payments related to any services, events, and programmes administered by PSPC;
 - (h) to process a member's proxy voting form and generally any other purposes related to a member's queries, requests, rights, and obligations as a member of PSPC;
 - (i) (for prospective employees) to assess employment applications and the suitability of applicants for available positions;
 - (j) to manage the administration and operations of PSPC;
 - (k) to establish and maintain responsible relationships among our members, regular worshippers and visitors;
 - (l) to meet our legal and regulatory obligations; and
 - (m) for any other purpose which we may notify you of from time to time.
- 2.4 We may disclose your personal data as reasonably required to:
 - (a) our staff, pastors, elders, deacons, volunteers, and members of PSPC;
 - (b) the English Presbytery and the Synod of the Presbyterian Church in Singapore;
 - (c) PSPC's partners or third party service providers (including vendors and providers of professional services such as audit and legal services);
 - (d) any person to comply with our legal or regulatory obligations or to protect the rights or property of PSPC; and
 - (e) any person where it is necessary to protect or safeguard the life or health of an individual.
- 2.5 We will only collect, use, and/or disclose national identification numbers (e.g. NRIC number, FIN, passport number, work permit number) where permitted or required by law, or where necessary to establish or verify your identity to a high degree of accuracy.
- 2.6 Where personal data relates to a child under 13 years of age, we will only collect, use, or disclose such data with the consent or deemed consent of the child's parent or legal guardian, unless an exception under the PDPA applies.

- 2.7 We will protect personal data disclosed to third parties by contractual or other means, stipulating the purposes for which it is to be used and the necessity to provide a comparable level of protection.

3. Withdrawal of Consent

- 3.1 You may email our Data Protection Officer to withdraw your consent in respect of our use, collection, or disclosure of your personal data. We will inform you of the consequences of the withdrawal of such consent. Thereafter, if you still wish to proceed, we shall, as soon as reasonably practicable, cease the collection, use, or disclosure (as the case may be) of such personal data in our records.
- 3.2 Please note that withdrawing consent does not affect our right to continue to collect, use, and disclose your personal data where such collection, use, and/or disclosure without consent is permitted or required under applicable laws, or is necessary for us to continue fulfilling obligations to you.

4. Access to and Correction of Personal Data

- 4.1 You may make a request for access to, or correction of, your personal data which is in our possession or under our control in accordance with the PDPA. In general, we will respond within fourteen (14) working days.
- 4.2 Please submit your requests in writing, via post or email, to our address as stated above, including the personal data you are seeking access to or correction of. We shall inform you if we require additional information or documents to verify your identity and process your request.

5. Accuracy of Personal Data

- 5.1 We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete, and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer at the contact details provided above.

6. Protection of Personal Data and Notification of Data Breaches

- 6.1 We shall protect personal data in our possession or under our control by making reasonable security arrangements to prevent loss or unauthorised access, collection, use, disclosure, copying, modification, disposal, or similar risks.
- 6.2 You should be aware, however, that no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.
- 6.3 In the event of a data breach affecting your personal data which may cause significant harm to you (as determined under the PDPA), or which is of significant scale (as determined in accordance with the PDPA), we will notify you and the Personal Data Protection Commission in accordance with (and subject to) the PDPA.

7. Retention and Destruction of Personal Data

- 7.1 We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
- 7.2 We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or ministry purposes.

8. Transfer of Personal Data Outside Singapore

If we transfer your personal data to a country or territory outside Singapore (for example, where we use cloud services for the storage and processing of personal data, or where specifically required for a purpose), we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

9. Website Terms of Use

9.1 Personal Data

- 9.1.1 The Website of PSPC, located at <https://www.pspc.org.sg/> (including all its sub-pages) (collectively, the “Website”), mainly provides information relating to our ministries, services, events, and programmes in Singapore.
- 9.1.2 The Website may contain hyperlinks to other websites that are not operated by PSPC whose data protection and privacy policies and practices may differ from ours. The provision of such hyperlinks is for convenience only and does not imply that we endorse the contents, policies, and practices of those other websites, their owners, or their operators. In particular, we are not responsible for the contents, and the data protection and privacy policies and practices, of those other websites and their owners or operators.

9.1.3 In general, personal data collected through the Website or sent to us via email is subject to this Policy and any data protection notice on the relevant page or form on the Website through which personal data was collected.

9.2 Intellectual Property Rights

9.2.1 The contents of the Website are proprietary and confidential, and are protected by copyright laws and other intellectual property rights. The owner(s) of these rights is PSPC, its affiliates, or other third-party licensors (as the case may be). All product and company names and logos displayed or referred to on the Website are the trademarks, service marks, or trading names of their respective owners, including us.

9.3 Acceptable Use

9.3.1 You must not use the Website for any unlawful or fraudulent purposes. You must not misuse our Website by introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage, or disrupt this Website or any part of it, any equipment or network on which the Website is stored or hosted, any software used in connection with the provision of this Website, or any equipment, software or website owned or used by a third party. You must not attack our Website via a denial-of-service attack.

9.3.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, or viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Website, your downloading of any material posted on it, or your accessing of any other website through links on our Website.

9.3.3 The use of the Website is also subject to compliance with [PSPC's Social Media Guidelines](#).

9.4 Security Precautions

PSPC intends the information contained on this Website to be directed only at persons who are permitted to receive such information under the laws of their local jurisdiction ("**Users**").

9.5 Disclaimer

By using and accessing the Website, you acknowledge and agree that:

9.5.1 The information contained on this Website is believed by PSPC to be accurate and correct. Statements of opinion on this Website are considered by PSPC to be reasonable. However, PSPC accepts no liability or responsibility to any User for the consequences of any person placing reliance on the content of this Website for any purpose.

9.5.2 The Website may contain typographical errors or other inaccuracies, or information that is out of date. PSPC is under no obligation to update such material.

9.5.3 The material on this Website is provided "as is", without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, PSPC provides you with this Website on the basis that we exclude all representations, express or implied warranties, conditions, and other terms which, but for this legal notice, might have effect in relation to this Website and your use and access of it.

9.6 Provision of Website

This Website is intended to be available 24 hours a day, 7 days a week. It is not envisaged that the Website will require any downtime, although this cannot be guaranteed. PSPC may withdraw the Website at any time without notice. No assurance is given that the Website will be available at any particular time or that any information can be accessed in any format, at any download rate, or at all. PSPC may, in its sole and absolute discretion, provide alternative means for accessing the information on the Website.