

# AIA'S LITTLE CHANGES CHALLENGE TERMS OF USE

## 1. CONDITIONS OF USE

- 1.1. Welcome to AIA's Little Changes Challenge website ("**AIA's Little Changes Challenge**") and thank you for taking the time to read these Terms of Use, which apply in respect to your use of AIA's Little Changes Challenge and all information we offer or provide on AIA's Little Changes Challenge.
- 1.2. By using AIA's Little Changes Challenge, you agree to be bound by the following Terms of Use without limitation or qualification. Please read the Terms of Use carefully before using AIA's Little Changes Challenge. If you do not accept the Terms of Use, you must not access or use AIA's Little Changes Challenge.
- 1.3. The information contained on AIA's Little Changes Challenge is provided for general information purposes only and no other uses are intended.
- 1.4. We reserve the right to amend the Terms of Use from time to time, without providing notice to you and without giving any reason for doing so, by posting the updated version of the Terms of Use on AIA's Little Changes Challenge. All other information contained in AIA's Little Changes Challenge is also subject to change at any time, without notice.
- 1.5. You should regularly check the Terms of Use for any amendments. If the Terms of Use are amended, you must comply with the updated Terms of Use. By continuing to use AIA's Little Changes Challenge, you agree to be bound by the Terms of Use as amended. If you do not agree to the updated Terms of Use, you must immediately cease using AIA's Little Changes Challenge.

## 2. THIRD PARTY LINKS

AIA's Little Changes Challenge may provide links to other websites or publications which are not controlled by us. Those links are provided for your own convenience only and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those sites, nor do we endorse any information, opinion, goods or services referred to on them. You acknowledge and agree that you access such websites and publications at your own risk.

## 3. LIMITATION OF LIABILITY

- 3.1 You agree that your access to, and use of AIA's Little Changes Challenge is at your own risk.
- 3.2 To the fullest extent permitted by law, we exclude from the Terms of Use all representations, guarantees, conditions, warranties, rights remedies, liabilities and other

terms that may be implied by statute, general law or custom, except any guarantee or right conferred under any legislation, the exclusion of which would contravene legislation or cause part or all of this clause to be void.

- 3.3 To the fullest extent permitted by law, we exclude all responsibility and liability arising from or in connection with your use of AIA's Little Changes Challenge, including, without limitation:
- 3.3.1 any and all actual or anticipated loss of profits, loss of revenue, and Loss pertaining to goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
  - 3.3.2 any other Losses, even if we or our authorised representative has been advised of the possibility of such damages.
- 3.4 We also assume no responsibility, and shall not be liable for, any damages in relation to any data (including but not limited to data which may be sourced from third parties) which is relied upon for the provision of the service, or viruses that may infect your computer, equipment, device or other property as a result of your access to, use of, or browsing in AIA's Little Changes Challenge or your downloading of any materials, data, text, images, video, or audio from AIA's Little Changes Challenge

#### **4. JURISDICTIONAL ISSUES**

- 4.1 Unless otherwise expressly set forth herein, AIA makes no representation that materials on AIA's Little Changes Challenge are appropriate or available for use in any location. Those who choose to access AIA's Little Changes Challenge do so on their own initiative and are responsible for compliance with local laws.
- 4.2 Except as expressly set forth herein the information contained on AIA's Little Changes Challenge is not an offer to sell or a solicitation to buy any security, insurance product or other product or service by AIA. No product or service is offered or will be sold/distributed by AIA or, if sold/distributed by AIA, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

#### **5. NO OFFER**

Information provided on AIA's Little Changes Challenge should not be construed as an offer of securities, insurance products or retirement products for sale nor a solicitation of an offer to purchase securities, insurance products or retirement products. Past performance is not necessarily an indication of future performance. Any person considering an investment in the securities of AIA Group Limited should seek independent professional advice prior to making any investment decision.

#### **6. OWNERSHIP OF INFORMATION**

Any information, other than personal data or information, you transmit to AIA via AIA's Little Changes Challenge, by electronic mail or otherwise, including data, questions, comments, or

suggestions will be treated as non-confidential and non-proprietary and will become the property of AIA. Such information, other than personal data or information, may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. AIA is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to AIA via AIA's Little Changes Challenge or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. You waive all applicable rights you may have in any information (other than personal data) you transmit to AIA via AIA's Little Changes Challenge or otherwise, for the purposes of this section of the Terms of Use.

Any personal information submitted to us using AIA's Little Changes Challenge will be subject to AIA's Privacy Statement available at <https://www.aialife.com.lk/en/privacy-policy.html>

## **7. INTELLECTUAL PROPERTY**

AIA's Little Changes Challenge is owned and operated by AIA. All copyright and other intellectual property rights in AIA's Little Changes Challenge are proprietary to us and our licensors. Other than as expressly set out in the Terms of Use and except as permitted by applicable law, you must not (and must not attempt to):

- a) use, copy, reproduce, republish, modify, store in a retrieval system, create derivative works or use in any other way for public or commercial purposes any part of AIA's Little Changes Challenge;
- b) distribute, translate, modify or tamper with, any part of AIA's Little Changes Challenge;
- c) create derivative works of or from any part of AIA's Little Changes Challenge;
- d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under the Terms of Use; or
- e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

## **8. PERFORMANCE OF AIA'S LITTLE CHANGES CHALLENGE**

8.1 We will use reasonable endeavours to generally make AIA's Little Changes Challenge available during our normal business hours. However, the availability of AIA's Little Changes Challenge depends on various third party suppliers, and accordingly, we do not warrant or guarantee:

8.1.1 that you will be able to use AIA's Little Changes Challenge at any time; or

8.1.2 that your use of AIA's Little Changes Challenge will be continuous, uninterrupted, secure or error-free.

8.2 You acknowledge that AIA's Little Changes Challenge may not be available for use from time to time, and that you may be disconnected from your use of AIA's Little Changes Challenge at any time for any reason, including if:

8.2.1 any network connection difficulties occur;

- 8.2.2 the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
  - 8.2.3 you breach any of the Terms of Use; or
  - 8.2.4 we decide to terminate, suspend or block your access to AIA's Little Changes Challenge for any reason.
- 8.3 We make no guarantee as to the reliability or other performance of AIA's Little Changes Challenge. The performance of AIA's Little Changes Challenge depends on various factors, including the functions, capacity and configuration of your device, the speed of your internet connection, and the number of users accessing the systems which support AIA's Little Changes Challenge.
- 8.4 The information available through AIA's Little Changes Challenge is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through AIA's Little Changes Challenge is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own enquiries to determine whether the information you obtain through AIA's Little Changes Challenge is current, complete and accurate before using it. We are not responsible for any Loss you suffer or incur as a result of your failure to comply with this clause.

## **9. SOFTWARE LICENSE**

To the extent that any software is made available or provided to you on AIA's Little Changes Challenge, AIA grants you a non-exclusive, limited and personal licence to use the software for the sole purpose of viewing the information on AIA's Little Changes Challenge. No other rights to the software are granted. All rights including intellectual property rights in the software remain the property of AIA or the relevant licensors or owners of the software and, except as permitted by law, you shall not reverse engineer, decompile, modify or tamper with the software.

## **10. ACCOUNT ACCESS**

- 10.1 Your information is confidential and AIA has taken steps to safeguard this confidentiality. However, your co-operation is required in order for the confidentiality of your data to be maintained. In particular, you are required to take the necessary precautionary measures to ensure that no unauthorised access is given to your data and your access to AIA's Little Changes Challenge and/or online facilities.
- 10.2 You must notify us immediately by email, if you suspect that your AIA's Little Changes Challenge account has been accessed by an unauthorised person.
- 10.3 You shall assume full responsibility and risk each time you access AIA's Little Changes Challenge, and view or print any portion of the information available to you on this site.

## **11. SECURITY REMINDER**

While there is inherent risk in doing business with anyone over a public medium like the Internet, we have implemented measures to reduce these risks. In order to safeguard and protect your privacy, please ensure you have installed up to date virus protection and the most recent version of the internet browser.

## 12. INCONSISTENCY IN WORDINGS

In the event of any ambiguity or inconsistency between the English and local language versions of the Terms of Use, the English version will prevail.

## 13. NO WAIVER

We do not waive any right, power or remedy in connection with the Terms of Use if we fail to exercise or delay in exercising the right, power or remedy.

## 14. SEVERABILITY

The invalidity, unlawfulness or unenforceability of any provision in the Terms of Use in any respect under applicable law shall not affect the validity, legality or enforceability of the remaining provisions hereof.

## 15. GOVERNING LAW AND JURISDICTION

These Terms of Use will be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

## 16. DEFINED TERMS AND INTERPRETATION

In this document:

- a) **AIA** means AIA Company Limited and its affiliated companies and subsidiaries
- b) **Device** means your own internet-enabled device that is compatible with AIA's Little Changes Challenge and has a current and working internet connection.
- c) **Loss** means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise.
- d) Reference to '**we**', '**us**' or '**our**' is a reference to AIA.

# PRIVACY STATEMENT

Among the most important assets of AIA Group Limited and/or its subsidiaries (individually and collectively referred to herein as "AIA") is the trust and confidence placed to properly handle

information. Customers and potential customers expect us to maintain their information accurately, protected against manipulation and errors, secure from theft and free from unwarranted disclosure. We protect the data security of our customers and potential customers by complying with all relevant local laws and ensure compliance by our staff with strict standards of security and confidentiality.

This statement provides you with notice as to why your personal data is collected, how it is intended to be used, to whom your personal data may be transferred to, how to access, review and amend your personal data and our policies on direct marketing and the use of cookies. By using this website, you are accepting the practices and policies in this privacy statement. If you object to any practices and policies in this statement, please do not use this website to submit your personal information to AIA.

This website is for general information purposes only. While we use reasonable efforts to ensure the accuracy of the information on this website, AIA does not warrant its absolute accuracy or accept any liability for any loss or damage resulting from any inaccuracy or omission. Without prior permission from AIA, no information contained on this website may be copied (except for personal use), or redistributed.

AIA recognises its responsibilities in relation to the collection, holding, processing or use of personal data. The provision of your personal data is voluntary. You may choose not to provide us with the requested data, but failure to do so may inhibit our ability to do business with or provide services to you. AIA will not collect any information that identifies you personally through this website unless and until you buy our products or services, register as a member, or submit personal information for job application purposes.

This website and our social media platforms are not intended for persons in jurisdictions that restrict the distribution of information by us or use of such social media platforms. If this is applicable to you, we would advise you to inform yourself about and observe the relevant restrictions and AIA does not accept liability in this respect.

## **HOW WE COLLECT DATA**

We will collect and store any information you enter on our website, or provide to us through any other channel. We may also obtain lawfully collected personal or non-personal information about you from affiliated entities, business partners and other independent third party sources. We may also collect some information about your computer or other devices used when you visit this website.

If you make use of any social media features or platforms, either on our website, an application we provide, or otherwise through a social media provider, we may access and collect information about you via that social media provider in accordance with their policies. When using a social media feature, we may access and collect information you have chosen to make available and to include in your social media profile or account, including but not limited to your name, gender, birthday, email address, address, location etc. Our access to this information may be limited or blocked based on your privacy settings with the relevant social media provider.

## **WHY WE COLLECT YOUR PERSONAL DATA AND HOW IT MAY BE USED?**

Personal data is collected for the following purposes:

- to design new or enhance existing products and services provided by us;
- to communicate with you including to send you administrative communications about any account you may have  
with us or about future changes to this privacy statement;
- for statistical or actuarial research undertaken by AIA, the financial services industry or our respective regulators;
- for data matching, internal business and administrative purposes;
- to assist in law enforcement purposes, investigations by police or other government or regulatory authorities and  
to meet requirements imposed by applicable laws and regulations or other obligations committed to government or  
regulatory authorities;
- to personalise the appearance of our websites, provide recommendations of relevant products and provide  
targeted advertising on our website or through other channels;
- other purposes as notified at the time of collection; and

- other purposes directly relating to any of the above.

By providing your personal information to us, you accept that AIA may retain your information for as long as necessary, to fulfill the purpose(s) for which it is collected in compliance with applicable laws and regulations. AIA applies reasonable security measures to prevent unauthorised or accidental access, processing, erasure, loss or use including limiting physical access to data within AIA's systems and encryption of sensitive data when transferring such data. Reasonable steps will be taken to delete or destroy the information when it is no longer necessary for any of the purpose above.

For our policy on use of your personal data for promotional or marketing purposes, please see the section entitled "Use of Personal Data for Direct Marketing Purposes".

## **WHO MAY BE PROVIDED WITH YOUR PERSONAL DATA?**

Personal data will be kept confidential but may, where permitted by law and where such disclosure is necessary to satisfy the purpose or a directly related purpose for which the personal data was collected, provide such personal data to the following parties (for our policy on sharing of your personal data for promotional and marketing purposes, please see the section entitled "Use of Personal Data for Direct Marketing Purposes"):

- any person authorised to act as an agent of AIA in relation to the distribution of products and services offered by  
AIA;
- any agent, contractor or third party service provider (within or outside AIA) who provides administration, data processing, telecommunications, computer, payment, debt collection or securities clearing, technology outsourcing, call centre services, mailing and printing services in connection with the operation of AIA's business and AIA's provision of services to you;
- any member company of AIA in relation to the provision or marketing of insurance services;



- any agent, contractor or third party service provider (within or outside AIA) including companies that help deliver our services, such as reinsurance companies, investment management companies, claims investigation companies, industry associations or federations;
- other companies that help gather your information or communicate with you, such as research companies and ratings agencies, in order to enhance the services we provide to you; and
- government or regulatory bodies or any person to whom an AIA company must disclose data:
  - (a) under a legal and/or regulatory obligation in that jurisdiction applicable to that particular AIA company; or (b) pursuant to an agreement between the AIA company and the relevant government, regulatory body or other person.

From time to time, we may purchase a business or sell one or more of our businesses (or portions thereof) and where permitted by law your personal data may be transferred or disclosed as a part of the purchase or sale or a proposed purchase or sale. In the event that we purchase a business, the personal data received with that business would be treated in accordance with this privacy statement, if it is practicable and permissible to do so.

**Where permitted by law, your personal data may be provided to any of the above parties who may be located in Sri Lanka or outside of Sri Lanka.** Your information may be transferred to, stored, and processed in Sri Lanka or any other jurisdictions where any AIA company is located, or jurisdictions where a third party contractor is located or from which the third party contractor provides us services. By providing us with your personal information or using our services or our website or applications, you consent to the transfer of such information outside your jurisdiction to our facilities or to those third parties with whom we share it as described above.

## **ACCESS RIGHTS TO PERSONAL DATA**

You have the right to:

- verify whether AIA holds any personal data about you and to access any such data;
- require AIA to correct any personal data relating to you which is inaccurate; and
- enquire about AIA's policies and practices in relation to personal data.

Requests for access, correction or other queries relating to your personal data should be addressed to:

The Compliance Officer  
AIA Insurance Lanka PLC  
75, Kumaran Ratnam Road,  
Colombo 02  
Sri Lanka  
Email: LK-Compliance@aia.com

AIA has the right to charge costs which are directly related to and necessary for the processing of any personal data access request.

## **USE OF PERSONAL DATA FOR DIRECT MARKETING PURPOSES**

In addition to the purposes set out above, where permitted by law, AIA may use your name and contact details for promotional or marketing purposes including sending you promotional materials and conducting direct marketing in relation to the following products, services, advice and subjects: insurance; annuities. ("Classes of Marketing Subjects"). However, in relation to any personal data collected by AIA whilst providing any services in respect of our schemes, such personal data would only be used for promoting or marketing any products or services that are directly related to our mandatory provident fund schemes.

For the purposes of direct marketing, we may, where permitted by law, provide your personal information (with the exception of any personal data collected by AIA whilst providing any of the Classes of Marketing Subjects described above and call centre, marketing or research services so that they can send you promotional materials and conduct direct marketing in relation to the products and services they offer (these materials may be sent to you by postal mail, email or other means). Where permitted by law, we may provide your personal data to providers (whether within or outside of AIA) of any of the Classes of Marketing Subjects for gain.

Before using or providing your personal data for the purposes and to the transferees set out in this section, we may be required by law to obtain your written consent and in such cases, only after having obtained such written consent, may we use and provide your personal data for any promotional or marketing purpose.

The types of personal data that AIA would use and provide for direct marketing purposes as described above are your name and relevant contact details, although we may possess additional personal data.

If your consent is required and you provide such consent, you may thereafter withdraw your consent to the use and provision to a third party by AIA of your personal data for direct marketing purposes and thereafter AIA shall cease to use or provide such data for direct marketing purposes.

If you have provided consent and wish to withdraw it, please inform us by writing to the address in the section on "Access Rights to Personal Data" or sending us an email. Any such request should clearly state details of the personal data in respect of which the request is being made.

## **USE OF COOKIES**

Cookies are unique identifiers placed on your computer or other device by a web server, which contains information that can later be read by the server that issued the cookie to you. AIA may use cookies on various websites we maintain. The information collected (including but not limited to: your IP addresses and domain names, browser software, types and configurations of your browser, language settings, geo-locations, operating systems, referring website, pages and content viewed and durations of visit) will be used for compiling aggregate statistics on how our visitors reach and browse our websites to help us understand how we can improve your experience on it. Such information is collected anonymously and you cannot be identified unless you have logged on as a member. We use such data only for website enhancement and optimisation purposes. The cookies also enable our website to remember you and your preferences and tailor the website for your needs. Advertising cookies will allow us to provide advertisements on our websites that are as relevant to you as possible, e.g. by selecting interest-based advertisements for you, or preventing the same advisement from constantly reappearing to you.

Most web browsers are initially set up to accept cookies. If you do not want to receive cookies, you can disable this function in your browser settings. However, by doing so you may not be able to fully enjoy the benefits of our websites and certain features may not work properly.

## **EXTERNAL LINKS**

If any part of this website contains links to other websites, those sites may not operate under this privacy statement. You are advised to check the privacy statements on those websites to understand their policies on the collection, usage, transferal and disclosure of personal data.

## **AMENDMENTS TO THIS PRIVACY STATEMENT**

AIA reserves the right, at any time and without notice, to add to, change, update or modify this privacy statement, simply by notifying you of such change, update or modification. If we decide to change our personal data policy, those changes will be notified on our website so that you are always aware of what information we collect, how we use the information and under what circumstances the information is disclosed. Any such change, update or modification will be effective immediately upon posting.

## **ADDITIONAL INFORMATION**

Should you have any questions on any part of this privacy statement or would like additional information regarding AIA's data privacy practices please do not hesitate to contact us by the contact details above.