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香港個人資料私隱專員公署
Office of the Privacy Commissioner for Personal Data, Hong Kong

**Transfer of Customers' Personal Data by**
**CITIC Bank International Limited**
**to unconnected third parties for direct marketing purposes**

This report in respect of an investigation carried out pursuant to section 38(b) of the Personal Data (Privacy) Ordinance, Cap. 486 ("**the Ordinance**") against CITIC Bank International Limited is published in the exercise of the power conferred on me by Part VII of the Ordinance. Section 48(2) of the Ordinance provides that *"the Commissioner may, after completing an investigation and if he is of the opinion that it is in the public interest to do so, publish a report –*

*(a) setting out -*

*(i) the result of the investigation;*

*(ii) any recommendations arising from the investigation that the Commissioner thinks fit to make relating to the promotion of compliance with the provisions of this Ordinance, in particular the data protection principles, by the class of data users to which the relevant data user belongs; and*

*(iii) such other comments arising from the investigation as he thinks fit to make; and*

*(b) in such manner as he thinks fit."*

**ALLAN CHIANG**
**Privacy Commissioner for Personal Data**

## Background

On 12 August 2010, the Hong Kong Monetary Authority ("**HKMA**") publicly announced that six retail banks had transferred customers' personal data to unconnected third parties for direct marketing purposes. In response to our request, HKMA informed this Office that the banks involved were CITIC Bank International Limited ("**CITIC**"), Citibank (Hong Kong) Limited, Fubon Bank (Hong Kong) Limited, Industrial and Commercial Bank of China (Asia) Limited, Wing Hang Bank Limited and Wing Lung Bank Limited. This Office had already completed investigation[1] against all these banks. The results of the investigation in respect of four of these banks have been published in four investigation reports respectively. The Commissioner's determinations in respect of the fifth bank was upheld by the Administrative Appeals Board and made known publicly. This is the last report in the same series and it is on my investigation against CITIC.

## Investigation against CITIC

2. According to the information supplied by HKMA in 2010, CITIC had transferred personal data of around 90,000 of its account or credit card customers to insurance companies in the preceding five years. The data so transferred included name, gender, phone number, address, date of birth, partial Hong Kong identity card number, marital status, partial account number, account type, partial credit card number, card type, number of months lapsed since becoming a customer of CITIC, and whether the customer was a holder of any existing policy of the said insurance companies.

3. On 17 August 2010, I initiated a formal investigation under section 38(b) of the Ordinance against CITIC to ascertain if its practice of collection of customers' personal data and disclosure of the same to unconnected third parties for marketing purposes had contravened the requirements under the Ordinance.

[1] For details of the five investigation cases, please refer to the following media statements:
http://www.pcpd.org.hk/english/infocentre/press_20100826.html
http://www.pcpd.org.hk/english/infocentre/press_20110620.html

**Relevant Provisions of the Ordinance**

4. Data Protection Principle ("**DPP**") 1(3) and DPP 3 in Schedule 1 to the Ordinance are relevant to this case.

DPP1(3)

*"Where the person from whom personal data are or are to be collected is the data subject, all practicable steps shall be taken to ensure that-*

*...*

*(b) he is explicitly informed-*

*(i) on or before collecting the data, of-*

*(A) the purpose (in general or specific terms) for which the data are to be used; and*

*(B) the classes of persons to whom the data may be transferred; and*

*..."*

DPP3

*"Personal data shall not, without the prescribed consent of the data subject, be used for any purpose other than-*

*(a) the purpose for which the data were to be used at the time of the collection of the data; or*

*(b) a purpose directly related to the purpose referred to in paragraph (a)."*

5. Under section 2 of the Ordinance, the term *"use"*, in relation to personal data, includes *"disclose"* or *"transfer"* the data.

**Representations from CITIC**

6. In the course of investigation, this Office received information and evidence from CITIC. Details are as follows:

***Collection of customers' personal data by CITIC***

7. In CITIC's *"Personal Account Opening Form"* and credit card application form, a customer was requested to provide his/her personal data to CITIC. In relation to its compliance with the notification requirement under DPP1(3), CITIC relied on the *"Declaration"* section of the account opening form; the *"Declaration & Your Signature"* section of the credit card application form; its *"Notice to Customers – Relating to the Data of Customers"* ("**the Notice**") provided to customers applying for a bank account or a credit card; and the *"General Terms and Conditions"* ("**the T&C**") for customers to open and maintain a bank account.

8. For opening a bank account, the *"Declaration"* section of the account opening form provided that:-

> *"(1) I/We confirm that I/we have received, read and fully understand and agree to be bound by the General Terms & Conditions of* [CITIC], *all applicable Specific Terms and Conditions referred to in the General Terms and Conditions and other applicable Terms and Conditions…(3) I/We also consent to the use of my/our personal data in accordance with* [the Notice] *from time to time."*

9. Clause 4.1 of the T&C provided that:-

> *"I/We agree that the data concerning myself/ourselves requested by* [CITIC] *from time to time are necessary for* [CITIC] *to provide services to me/us. ... Such data together with my/our other data obtained by* [CITIC] *from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in* [the Notice] *from time to time."*

10. For credit card applications, the *"Declaration & Your Signature"* section provided that:-

> *"... I/We have obtained and read* [the Notice]. *I/We also consent to the use of my/our personal data in accordance with* [the Notice] *from time to time."*

11. CITIC claimed that a customer was informed of the purposes of data collection and classes of persons to whom his/her personal data might be transferred via the following clauses of the Notice:-

> "*(3) Purposes of Data Collection and Usage*
> *The personal data relating to a Customer are collected and may be used for the following purposes:*
>
> *i) the daily operation of banking facilities or services provided to Customers;*
> *...*
> *v) designing financial services or related products for Customers' use;*
> *vi) marketing financial services or related products;*
> *...*
> *xii) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and* [CITIC] *or the recipient of the data) for present and future reference; and*
> *xiii) all other incidental and associated purposes relating thereto."*
>
> *(4) Data Confidentiality*
> *Data held by* [CITIC] *relating to a Customer will be kept confidential but* [CITIC] *or the recipient thereof may provide such information to:-*
>
> *i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to* [CITIC] *in connection with the operation of its business;*
> *...*
> *v) any other person under a duty of confidentiality to* [CITIC] *which has undertaken to keep such information confidential;*
> *vi) any financial institution, credit or charge card issuer or credit reference agency (whether in Hong Kong or elsewhere) with which the Customer has or proposes to have dealings;*
> *vii) any insurance agent, brokerage firm, merchant, fund house or strategic partner of* [CITIC]*;*
> *...*
> *xi) any person who has established or proposes to establish any*

*business relationship with* [CITIC] *or recipient of the data; and …"*

12. CITIC stated that a copy of the Notice and the T&C would be provided to a customer at the time when he/she applied for a bank account. The staff of CITIC at various branches ("**the Staff**") would provide assistance to a customer to complete account opening documents and draw the customer's attention to the *"Declaration"* section of the account opening form.

13. CITIC also claimed that a copy of the Notice had been attached to the credit card application form and would be provided to a customer when he/she applied for a credit card. The Staff would provide assistance to a customer to complete credit card application and draw the customer's attention to the *"Declaration & Your Signature"* section of the credit card application form.

14. In the course of this investigation, CITIC has provided this Office with a copy of the said application forms, the Notice and the T&C printed in both English and Chinese.

***Agreements between CITIC and three insurance companies***

15. CITIC confirmed that it had transferred its customers' personal data to three insurance companies (collectively referred to as the "**the Business Partners**"), under three separate joint marketing programs ("**the Programs**") for selling the Business Partners' insurance products to CITIC's selected customers.

16. In the course of this investigation, CITIC has provided this Office with a copy of the relevant agreements between CITIC and the Business Partners (Companies A, B and C respectively). Below is a summary of the contractual arrangements specified in the agreements in relation to the transfer of customers' personal data.

*Company A*

17. CITIC entered into an agency agreement with Company A in May 2004 whereby CITIC was appointed as an insurance agent of Company A to market Company A's insurance products to CITIC's customers. In January 2005, CITIC and Company A further entered into a telemarketing agreement

under which CITIC would provide its customers' data to Company A for telemarketing Company A's insurance products and Company A would deploy its staff and provide equipment for the purpose of conducting the telemarketing activities.

18. CITIC confirmed that based on the general agreement between CITIC and Company A, Company A would pay CITIC commission based on the premium received by Company A for each insurance policy sold under the said telemarketing agreement. Apart from the commission, at the end of each full calendar year, Company A would pay CITIC production bonus and profit commission if the total gross premium received exceeded a predetermined amount.

*Company B*

19. CITIC entered into a telemarketing services agreement with Company B in March 2008. Under that agreement, CITIC would make available Company B's products to CITIC's customers and Company B agreed to engage, at its sole costs and expenses, an outsourced company to market Company B's products as agreed by the parties and pay commission to CITIC.

20. According to that agreement, CITIC would provide lists of its customers (which contain personal data of CITIC's customers) to Company B on a regular basis and Company B would pay CITIC commission based on the premium received by Company B for the sale of Company B's products.

*Company C*

21. CITIC entered into a business agreement with Company C in April 2010 to develop a promotional program pursuant to which CITIC would provide certain call lists to Company C for making direct marketing calls to selected customers of CITIC for marketing insurance products offered by Company C. Under the agreement, Company C would pay CITIC a monthly marketing fund in consideration of the services provided by CITIC (including the provision of the call lists of selected customers) and would solely be responsible for the payment of remuneration to the telemarketers.

22. The above marketing fund consisted of (i) the commission calculated on the basis of a certain percentage of the premium received by Company C for

each insurance policy sold; and (ii) for certain promotional programs, a fixed amount for each customer on the call lists.

23. Details of the personal data transferred to the Business Partners under the Programs are listed below:-

| | **Company A** | **Company B** | **Company C** |
|---|---|---|---|
| Number of customers involved | about 149,000 | about 65,000 | about 15,760 |
| Period of data transfer | March 2006 – July 2010 | March 2008 – September 2008 | April 2010 – July 2010 |

| | **Personal data transferred to the respective company** | | | **Reason for transfer as explained by CITIC** |
|---|---|---|---|---|
| | ***Company A*** | ***Company B*** | ***Company C*** | |
| Customer name | Yes | Yes | Yes | Customer identification and facilitating outbound calls / direct mailing purposes |
| Telephone number(s) | Yes | Yes | Yes | |
| Address | Yes | Yes | Yes | |
| HKID[2] (first 4 digits) | Yes | Yes | Yes | |
| Date of birth | Yes (DD/MM/YY) | Yes (DD/MM/YY) | Yes (MM/YY) | Premium calculation and settlement purposes / cost of free personal accident offer calculation purposes |
| Gender | Yes | Yes | Yes | |
| Marital status | Yes | Yes | Yes | |
| Bank account number | Yes | Yes | No | |
| Credit card number | Yes (First 12 digits) | Yes (First 12 digits) | Yes (First 8 digits) | |
| Bank account type and credit card type | Yes | Yes | No | |
| Existing policyholder or not | No | Yes | No | |
| Length of banking relationship with CITIC | No | No | Yes | |

[2] Hong Kong identity card number

## Findings of the Commissioner

### *The collection of customers' personal data by CITIC*

24. In determining whether CITIC has met the notification requirement under DPP1(3), it is essential to ascertain whether CITIC had taken all reasonably practicable steps to ensure that a customer applying for a credit card or opening a bank account was explicitly informed, on or before the collection of his/her personal data, of the classes of persons to whom the data may be transferred.

25. CITIC claimed that a customer applying for a credit card or opening a bank account would be provided with a copy of the Notice and the Staff would draw the customer's attention to the *"Declaration & Your Signature"* section of the credit card application form or the *"Declaration"* section of the account opening form. However, I find that it was more likely that the customer had to, on his/her own initiative, trace the Notice and carefully study clauses (3) and (4) of the Notice before he/she could ascertain that his/her personal data might be disclosed by CITIC to its business partners for marketing the latter's products. To support this finding, I have the following observations:-

(i) There was no provision in the account opening form / credit card application form expressly stating that the customer's personal data might be transferred to third parties.

(ii) The Notice and the T&C making reference to transfer of personal data were separate documents, not printed on the account opening form / credit card application form.

(iii) The declaration section (making reference to the Notice and the T&C) and the signature section of the account opening form were on different pages.

(iv) There was no clause in the account opening form / credit card application form drawing the customer's attention to clauses (3) and (4) of the Notice.

(v) CITIC had not provided any supporting document (e.g. internal operation manual) to show that its staff was duty-bound to

explain the contents of the Notice to a customer before collection of his/her personal data.

(vi) The Notice was a small print document. The clauses, presented in fonts of about 1mm x 0.5mm for English and about 1mm x 1mm for Chinese, were not easily readable.

(vii) Clauses (4)(v) and (xi) of the Notice stipulated that the Bank might provide personal data of its customers to any person "under a duty of confidentiality to CITIC" or "who has established or proposes to establish any business relationship with CITIC or recipient of the data". These clauses did not specify what class the "person" belonged to and whether it was an insurance company. With such vague terms, customers would not have any clue as to the nature or distinctive feature of the class of such "person".

26. In this regard, it is helpful to quote the comments from the decision of the Administrative Appeals Board ("**the AAB**") in Administrative Appeal No.38 of 2009[3] **(**"**the AAB Decision**"):-

> *"23. We believe this distinction between consumer and business applicants may first be drawn as the Ordinance has its long title that it is "to protect the privacy of individuals in relation to personal data" ...*
>
> *27. One does not expect consumer customers to go from one clause to another in a small print document to find for themselves what was intended in relation to their personal data. This is not a reasonable expectation of what a consumer should do and must do. They are quite entitled to be drawn specific attention to the fact of being approached by other business companies. Personal particulars set out on an identity card form part of the "privacy" of a citizen and are protected by Article 39 of the Basic Law, Article 17 of the ICCPR and Article 14 of the Bills of Rights. An express waiver of such rights should therefore be sought before business promotion from third party companies could be made."*

[3] Wing Lung Bank Limited v Privacy Commissioner for Personal Data, AAB No. 38/2009

27. Adopting this analogy, I am of the view that CITIC had not taken all practicable steps to ensure that on or before the collection of the personal data from its customers, the customers were explicitly informed of the classes of persons to whom the data might be transferred. CITIC had thereby contravened the requirement under DPP1(3).

***The disclosure of customers' personal data from CITIC to the Business Partners***

28. In deciding whether CITIC's disclosure ("**the Disclosure**") of its customers' personal data to the Business Partners under the Programs was a contravention of the requirements under DPP3, I need to consider whether the Disclosure was within the purpose of use for which such personal data were collected ("**the Collection Purpose**") or directly related to the Collection Purpose. In this regard, the purposes of use conveyed to the customer by CITIC when collecting personal data from him/her, the reasonable expectation of the customer regarding the use of his/her personal data by CITIC, and applicable codes of practice, regulations and guidelines issued by regulatory bodies concerned are relevant.

***Whether the Disclosure was within the Collection Purpose***

29. CITIC claimed that a customer would be able to ascertain the Collection Purpose from clauses (3) and (4) of the Notice that his/her personal data might be disclosed by CITIC to its business partners for marketing the latter's products. However, I note that the Disclosure was not just a transfer of customers' personal data to the Business Partners. In the process, CITIC was, directly or indirectly, entitled to monetary gains from the Business Partners pursuant to the terms of the relevant agreements. The Business Partners were responsible for contacting the customers and bearing the costs and expenses of the telemarketing activities. In other words, CITIC played no part in introducing the insurance products to the customers except to provide customers' personal data to the Business Partners. I consider that such arrangements were in substance sale of personal data by CITIC for monetary gain. Such purpose of use of the customers' personal data was not stated in clauses (3) and (4) of the Notice and therefore fell outside the Collection Purpose.

***Whether the Disclosure was directly related to the Collection Purpose***

30. When a customer provided CITIC with his/her personal data on an account opening / a credit card application form, his/her primary intention was to subscribe for these banking services of CITIC. The customer would expect that his/her personal data would be used for purposes relating to a credit card or a bank account. It would be outside the reasonable expectation of the customer that his/her personal data would be sold under the Programs.

31. In this regard, the following comments from the AAB Decision are of relevance in determining whether the Disclosure was directly related to the Collection Purpose:-

> "*52. ...We were provided with two copies of cross-marketing agreements between the Bank and CIGNA made in 2003 and 2005. However, we consider that the sale and purchase between the Bank and CIGNA of Ms Wong's data is not a purpose which has the prescribed consent from her. In our view, it is not one of the stated purposes included in paragraph 11(c) of the Agreement document provided to Ms. Wong.*
>
> *53. As schedule 3 of the Cross-Marketing Agreement between the Bank and CIGNA indicated, both parties envisaged the sale and purchase of no less than 200,000 relevant data of the Bank's customers within a 12-month period.*
>
> *54. Relevant data is defined in the Cross-Marketing Agreement to mean the names and telephone numbers of the Bank's customers. We failed to see how such kind of commercial activity is something that Ms Wong can be said to have already given her prescribed consent, just because she had received the application form and the Agreement. Such use of Ms Wong's data is <u>not the purpose for which it was first collected and its use by the Bank cannot be said to relate directly to the original purpose the data was collected</u>, namely, the purpose was quite simply the application for a credit card and vetting of the applicant for the purpose of considering the application."* (emphasis added)

32. Having considered the monetary gains made by CITIC under the Programs and in light of the AAB's comments above, I am of the opinion that the Disclosure fell outside the reasonable expectation of customers, and thus not directly related to the Collection Purpose.

***Whether the Disclosure was with a customer's prescribed consent***

33. Given that the Disclosure was not within the Collection Purpose or directly related to the Collection Purpose, CITIC had to obtain a customer's prescribed consent for the Disclosure in order to comply with the requirements under DPP3. Under section 2(3) of the Ordinance, "prescribed consent" means the express consent of the person given voluntarily and has not been withdrawn by notice in writing.

34. In a similar vein, paragraph 8.4(b) of the Code of Banking Practice issued by the Hong Kong Association of Banks provides that banking institutions should not disclose customers' names and addresses to companies which are not related companies within the same group for marketing purposes unless with the prescribed consent of their customers. As the Business Partners were not related companies of CITIC, CITIC should not disclose to them its customers' personal data for marketing purposes unless with the "prescribed consent" of its customers.

35. In this respect, CITIC argued that its customers had consented to the transfer of their personal data to the Business Partners by signing on the account opening form / credit card application form. However, I do not consider that such signature could be regarded as a customer's "prescribed consent" for the purpose of the Disclosure.

36. It is noted that there was only one place for a customer's signature on the account opening form / credit card application form. The customer was not allowed to separately choose whether to disclose his/her personal data to a third party company for direct marketing purpose. By signing on the account opening form / credit card application form, the customer had no real alternative but to agree to the use of his/her personal data in accordance with the Notice. He/she had to choose between (a) giving up the application and (b) giving his/her "bundled consent" to the use of his/her personal data as prescribed by the Notice when in fact he/she found such prescribed use

objectionable. Such arrangement cannot be regarded as an express or voluntary consent. It falls outside the definition of "prescribed consent" under the Ordinance. I therefore find that the Disclosure was not made with the customer's prescribed consent.

37. The following comments from the AAB Decision further sheds light on the question of "consent" and supports my view that "bundled consent" cannot be prescribed consent:-

> *"32. We believe that express consent should be given, as is normally the case, by for example inviting the customer to tick a box specifying whether the customer would agree to the possibility of using personal data for promotion by third party business."*

**Conclusion**

38. In conclusion, I find that:-

(1) In relation to its collection of customers' personal data through the account opening form / credit card application forms, CITIC had contravened the requirement under DPP1(3) by failing to notify its customers explicitly of the classes of persons to which their personal data might be transferred; and

(2) In relation to the Disclosure of its customers' personal data to the Business Partners, CITIC had contravened the requirement under DPP3.

**Enforcement Notice**

39. Pursuant to section 50(1) of the Ordinance, I may serve an enforcement notice on CITIC if I am of the opinion that CITIC is contravening the requirements under the Ordinance or has contravened the requirements under the Ordinance in circumstances that make it likely that the contraventions will continue or be repeated. In other words, an enforcement notice cannot be served if continued or repeated contravention of CITIC is unlikely.

40. In response to this investigation, CITIC has stopped all programs and

activities involving transfer of customers' data to unconnected companies for marketing purposes. CITIC confirmed that the customers' personal data which had been transferred to the Business Partners were destroyed and the destruction was evidenced by written confirmations from the Business Partners.

41. CITIC further gave me a written undertaking on 12 July 2011 that it would take the following actions:

(1) On or before collecting personal data from customers applying for bank accounts and/or credit card services, CITIC shall inform the customers of the matters under DPP1(3)(b)(i) in writing (i.e. Personal Information Collection Statement or "**PICS**"):

(a) the font size adopted for the PICS will be such that the PICS will be easily readable to individuals with normal eyesight; and

(b) the PICS shall state that one of the purposes and uses of collecting personal data is that such data may be shared with third parties (such as financial institutions, insurers, credit card companies, securities and investment services providers, reward, loyalty or privileges programme providers and co-branding partners of CITIC and CITIC's group companies), in respect of which CITIC may or may not be remunerated, for the purpose of marketing by CITIC and/or such third parties of their services and products.

(2) In the event that the personal data of existing customers of CITIC would be shared with any business partner under any joint marketing program under which CITIC would receive remuneration in return for such sharing, CITIC shall obtain such customers' prescribed consent as required by the Ordinance.

42. CITIC also confirmed to me on 12 July 2011 that CITIC has already revised the Notice in compliance with paragraph (1) of the undertaking and the revised Notice has been in use since 18 May 2011. A copy of the revised Notice has been sent to me for record.

43. In the circumstances, I am of the opinion that repeated contraventions of DPP1(3) and DPP3 on the part of CITIC in similar circumstances are unlikely. Therefore, no enforcement notice has been served on CITIC.

## Other Comments

44. Under the Programs, CITIC had disclosed to the Business Partners various kinds of personal data of its customers. I am of the view that for the purpose of carrying out direct marketing activities, disclosing only the contact information of a customer (i.e. name, telephone number or address) to the Business Partners would suffice. The Business Partners may collect other personal data from a customer directly after he/she has agreed to purchase the product in response to the direct marketing activities. Hence the amount of personal data which CITIC had transferred to its Business Partners was excessive. This echoes the following comments in the AAB Decision:-

> *"58. ... although a definition for relevant data is provided in the Cross-Marketing Agreement, more data than that was specified in the Banking Code in relation to a bank customer were transferred by the Bank to CIGNA which included address, gender, date of birth, partial identity card number and credit card number. We note that §8.4(b) of the Banking Code says without the prescribed consent of its customer, a bank should not disclose his/her name and address to a company which is not a related company to its Group for the purposes of marketing. It is not an advice that the Bank has complied with. The amount of personal data for the purposes of cross-marketing here was not confined to name and telephone number. We do not think it was right if there appears to be no safeguard a data subject has if there is simply no limit on the amount of personal data that can be legitimately transferred."*

## Recommendations

45. Privacy intrusion incidents in 2010 have revealed that many enterprises, including banks, were involved in the transfer of customers' personal data to third parties for direct marketing purposes without explicitly and specifically informing the customers of the purpose of the transfer and the identity of the transferees, and seeking the customer's express consent. In many cases, the enterprises made the data transfer in return for monetary gains and the act was tantamount to unauthorized sale of personal data. This has aroused widespread community concerns and led to a number of investigations. This report represents the last of a series of investigations against banks.

46. The concerns are being addressed by the Government by proposing amendments to the Personal Data (Privacy) Ordinance and an amendment bill has been introduced into the Legislative Council on 13 July 2011. Among other things, the legislative proposals include:-

(a) introduction of additional specific requirements to be followed by the data user when communicating to the data subject information on the collection, use and sale of personal data for direct marketing purposes;

(b) requiring the data user to provide the data subject with a response facility through which the data subject may indicate to the data user whether the data subject objects to the intended use and sale;

(c) making it an offence if a data user uses the personal data for direct marketing without complying with these requirements or against the wishes of the data subject, punishable by a fine up to $500,000 and imprisonment up to three years; and

(d) making unauthorized sale of personal data by data user an offence, punishable by a fine up to HK$1,000,000 and imprisonment up to five years.

47. We hope that these amendment proposals could be implemented at an early date in order to strengthen regulation over the collection, use and sale of personal data for direct marketing. Meanwhile, banks and organizations involved in the collection, use and sale of personal data for direct marketing activities are strongly advised to follow the existing legal requirements and good practice recommendations as explained in the *Guidance on the Collection and Use of Personal Data in Direct Marketing* issued by us in October 2010. It is imperative that they take a more proactive customer-centric and privacy-friendly approach in their marketing strategies and business processes. In return, they should enjoy an enhanced customer trust and loyalty, thus creating a win-win for both the customers and themselves.