



Sustainable Living Lab Pte Ltd | UEN: 201211858M

Volunteer Data Protection Notice

Applies to volunteers across all Sustainable Living Lab (SL2) programmes

Applies to	Volunteers, prospective volunteers, and organisation or group volunteer sign-ups for any SL2 programme(s)
Issued by	Sustainable Living Lab Pte Ltd
Effective / Last Updated	24 July 2026

This Data Protection Notice ("**Notice**") sets out the basis upon which Sustainable Living Lab Pte Ltd ("**SL2**", "**we**", "**us**" or "**our**") collects, uses, discloses or otherwise processes the personal data of volunteers across our programme(s), in accordance with the Singapore Personal Data Protection Act 2012 ("**PDPA**") and all associated regulations and guidelines issued from time to time by the Personal Data Protection Commission ("**PDPC**").

This Notice applies to personal data in our possession or under our control, including personal data in the possession of organisations we have engaged to collect, use, disclose or process personal data on our behalf and for our purposes ("**Data Intermediaries**").

1. Definitions

1. "**Volunteer**" means an individual who (a) has expressed interest in, or applied to, volunteer with SL2 in connection with any SL2 programme(s); or (b) is currently, or has previously been, deployed as a volunteer under any SL2 programme(s) in any capacity, including in roles such as outreach, deployment, participant support, or programme mentorship, as defined by the relevant programme(s).
2. "**Volunteer Mentor**" means an experienced volunteer appointed by SL2 to support, guide, and monitor other volunteers during their deployment, who may be granted access to volunteer personal data strictly on a need-to-know basis for this purpose.
3. "**Personal data**" means data, whether true or not, about an individual (whether a prospective volunteer, current volunteer, authorised representative, emergency contact, participant, or a participant's caregiver) 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.
4. "**Programme**" refers to any community, environmental, or knowledge-building project operated or co-delivered by SL2 in which volunteers are engaged.
5. "**Protection, Retention Limitation, and Data Breach Notification requirements**" means, collectively, SL2's obligations under this Notice to: (a) implement appropriate administrative, technical, and physical measures to protect personal data (see Section 11); (b) limit the retention of personal data to no longer than is necessary for the purpose for which it was collected, or as required by law (see Section 13); and (c) notify the PDPC and affected individuals of any notifiable data breach in accordance with the Personal Data Protection (Notification of Data Breaches) Regulations 2021 (see Section 11.3). Where SL2 engages a data intermediary or technology partner, that partner is contractually bound, by written agreement, to

comply with these same requirements.

6. Other terms used in this Notice shall have the meanings given to them in the PDPA, where the context so permits.

2. Personal Data We Collect

The personal data we collect will vary depending on the SL2 programme(s) you are volunteering for and the role you take on. As a general guide, we may collect the following categories of data:

Category	Examples
Basic and contact information	Full name (as shown on NRIC or equivalent), email address, telephone number, age group, gender, and preferred communication platform username (e.g., Telegram, WhatsApp)
Emergency contact information	The name, relationship to you, and contact details (e.g., phone number) of a person you nominate to be contacted in the event of an emergency
Volunteering information for SL2 programme(s)	Role preferences, language capabilities, availability, and other information relevant to volunteer onboarding and deployment for the specific programme(s)
Welfare and logistics information	Information that helps us include you and plan sessions, such as dietary restrictions for catering, accessibility or mobility needs, apparel size where attire is issued, and your transport or preferred deployment area for scheduling
Health and safety information	Any health or safety information you choose to share that is relevant to your safe participation in a physically active role
Activity records	Attendance and shift records, training completion and certification records, performance feedback and assessments, and reports of any conduct, welfare, or safety concerns arising from your participation in the programme(s)
Photographs and audio-visual information	Taken during programme activities (e.g. training sessions, deployment activities, outreach events). We obtain prior consent for photographs of you individually or in a small group. At larger or public events, general or group photographs may be taken. You may ask not to be photographed or to have your image removed. See Section 9.
Incentive, honorarium, and reimbursement information	Your preferred e-voucher contact (such as an email address or mobile number), and, where an incentive or reimbursement is paid to you directly, the payment details needed to process it.

3. How We Collect Your Personal Data

We collect personal data about you in the following ways:

1. Directly from you (or your authorised representative) when you apply or register to volunteer, complete a volunteer interest form, attend training, or use any SL2 digital tools or platforms;
2. From partner organisations or educational institutions that refer you to us as a volunteer;
3. From your nominated emergency contact, or from you on their behalf, where you provide us with their details; and
4. From digital platforms that we operate, or that are operated on our behalf. Where we engage technology partners to develop, host, maintain, or support these platforms, they may have access to personal data solely for the purpose of providing such services to us and in accordance with our instructions. Our technology partners are not authorised to collect, use, or disclose your personal data for their own purposes (see Section 6 below).

4. How We Use Your Personal Data

We may collect, use and disclose your personal data for any or all of the following purposes:

Volunteer Management and Deployment

1. To process your volunteer application and verify your eligibility;
2. To assign you to a volunteer role based on your preferences, skills, language capabilities, and availability;
3. To communicate with you about training sessions, shift assignments, and programme(s) updates;
4. To track your attendance and manage shift scheduling, including activation of standby volunteers; and
5. To issue and manage your volunteer pass or identification.

Training and Development

1. To plan and conduct foundational training, specialised training, and Train-the-Trainer sessions;
2. To assess your readiness for deployment and, where applicable, for progression to a senior volunteer or mentorship role;
3. To document your training completion and issue certificates of participation upon request; and
4. To evaluate training effectiveness and refine programme(s) content for future cohorts.

Incentives and Reimbursements

1. To verify your shift completion and determine any incentive or reimbursement you are entitled to; and
2. To process and disburse vouchers, reimbursements, or other forms of incentives in accordance with the applicable programme(s) policy.

Safety and Conduct

1. To maintain records of any conduct or welfare incidents involving you during deployment;
2. To contact your emergency contact in the event of an accident, injury, or other welfare concern during a session; and
3. To enforce compliance with SL2's [Volunteer Code of Ethics](#), confidentiality obligations, and programme(s) guidelines.

Programme Operations and Compliance

1. To enable our technology partners to develop, operate, maintain, and improve any digital tools or platforms used in the programme(s);
2. To meet our reporting obligations to relevant grant bodies or statutory partners;
3. Where you have opted in to receive such communications, to provide you with information on our upcoming events or activities;
4. To comply with applicable laws and regulations, and to respond to lawful requests from public authorities; and
5. To maintain records required by applicable law or regulation, and to handle feedback, complaints, or enquiries relating to your participation in the programme(s).

The purposes listed above may continue to apply even after your participation in an SL2 programme(s) has ended, to the extent reasonably necessary to fulfil those purposes or as required or permitted under applicable law. However, if you withdraw from an ongoing SL2 programme(s), or subsequently withdraw your consent after your participation has ended, we will cease collecting, using, or disclosing your personal data for the relevant purposes from the date of your withdrawal, unless continued processing is required or permitted under applicable law.

5. Our Basis for Collecting, Using, and Disclosing Your Personal Data

1. Before we collect, use, or disclose your personal data, we will notify you of the purpose for doing so and obtain your consent (or that of your authorised representative), except where the PDPA permits us to do so without consent. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
2. You (or your authorised representative) may be taken to have given **deemed consent** where you voluntarily provide personal data to us for an obvious purpose, for example, by completing a volunteer interest or registration form for an SL2 programme(s).
3. We may, in limited circumstances permitted under the PDPA, collect, use or disclose personal data without consent, for example, where necessary to respond to an emergency threatening your life, health or safety; where necessary in the national interest or for an investigation; or where we rely on the research or

business improvement exceptions to analyse anonymised programme data for the purposes described in Section 4 above.

4. If you choose not to provide certain personal data, we may not be able to process your application or continue your involvement in the programme(s). Where this is the case, we will explain the likely consequences to you beforehand.

6. Disclosure of Your Personal Data to Third Parties

We will not sell, rent, or trade your personal data to any third party. We may disclose your personal data only to the following categories of recipients, strictly for the purposes set out in this Notice:

Recipient	Purpose and safeguards
Partner organisations (e.g. VWOs, community bodies, grassroots organisations)	To coordinate referrals and run joint programme activities. Only the minimum necessary data is shared, and data handling expectations are communicated to all partners in advance. Many of our community partners are additionally bound by a signed Partner Memorandum of Understanding (MOU) covering data handling; a copy can be requested from our DPO.
Educational institutions	To recognise volunteer hours where you are referred through a school or institution's volunteering programme. Data shared is limited to attendance and participation records.
Technology and software partners	To develop, operate, maintain, and improve any digital platforms or tools operated by us or on our behalf in connection with the programme(s). These partners process data strictly on our instructions, under a written contract, and are contractually bound to our Protection, Retention Limitation, and Data Breach Notification requirements as data intermediaries. Where overseas access is involved, see Section 8 below.
SL2's scientific research team	Where the data shared is fully anonymised in accordance with PDPC guidance, it does not constitute personal data and the PDPA's access restrictions do not apply. Where any pseudonymised or individually identifiable data is shared with this team, such sharing will be governed by a written data access agreement imposing PDPA-equivalent protection standards. Where overseas access is involved, see Section 8 below.
Relevant grant bodies or statutory partners	For grant reporting and compliance purposes. Only aggregated or anonymised data will be shared, unless otherwise required by law.
Government agencies or statutory boards	Where required or authorised by law.

Sharing data about other people: If you give us personal data about a third party, such as your next-of-kin, caregiver, or another household member, you confirm that you have informed that individual and obtained their consent for us to collect, use, and disclose their personal data for the purposes described in this Notice.

7. Reliance on the Legitimate Interests Exception

1. In compliance with the PDPA, we may collect, use or disclose your personal data without your consent for the legitimate interests of SL2 or another person. In relying on the legitimate interests exception under the PDPA, SL2 will assess the likely adverse effects on the individual and determine that the legitimate interests outweigh any adverse effect.
2. In line with the legitimate interests exception, we will collect, use or disclose your personal data for the following purposes:
 - a. Fraud detection and prevention;
 - b. Detection and prevention of misuse of our services and programme resources; and
 - c. Network and system security analysis to prevent fraud and data security incidents.

3. The purposes listed in Section 7.2 may continue to apply even where your relationship with us has been terminated or altered in any way, for a reasonable period thereafter.

8. Overseas Access of Personal Data

1. In the course of delivering StayCool, your personal data may be accessed from overseas locations, where necessary, by our technology and software partners (for cloud hosting, AI processing, and application support) and by SL2's scientific research team (for data analysis and research). Your personal data remains stored within Singapore and is protected through appropriate technical and organisational measures, including encryption in transit and at rest. The specific countries from which such access may occur may change from time to time as our partners and research collaborations evolve. Current details are available from SL2's Data Protection Officer on request.
2. Before authorising such access, we take steps to ensure that the recipient is bound by legally enforceable obligations to provide a standard of protection for your personal data that is comparable to the protection under the PDPA. This is achieved through written contracts, role-based access control rules, and restrictions on the recipient's further use, disclosure or re-identification of the data.
3. We do not permit access to your personal data from any other overseas location without either your consent or appropriate safeguards consistent with PDPA's Transfer Limitation Obligation.

9. Photographs, Video, and Other Recordings

1. Where we take photographs or video recordings of you individually, or in a small group at official SL2 activities such as training sessions or deployment briefings, we will do so only with your prior consent and for the stated purpose (for example, internal reporting or programme publicity).
2. At larger or public events (such as outreach sessions, community events, or group activities) where general or group photographs may be taken, you may ask not to be photographed, or ask us to remove an image of you.
3. You may withdraw your consent for the future use, retention, or publication of such photographs at any time, by contacting us using the details in Section 15. We will cease further use or disclosure following your withdrawal, save where we are required or authorised to retain or use the material under the PDPA or other written law (for example, where it has already been made publicly available). We are not able to recall copies that have already been lawfully distributed prior to your withdrawal.

10. Confidentiality and Data Handling Obligations During Deployment

In the course of your role, you may come into contact with participants' personal data, including sensitive information such as health conditions, household composition, or financial circumstances. To protect participants and to support SL2's compliance with the PDPA, you agree that you will:

1. Sign and comply with SL2's [StayCool Volunteer Consent & Declaration Form](#) before being deployed to any household or participant-facing activity;
2. Keep all participant personal data strictly confidential, and use or disclose it only for the purpose of the specific visit, check-in, or task you have been assigned;
3. Not take photographs, video or audio recordings of participants, or copy or retain participant personal data on your personal devices, except as authorised by SL2 and with the participant's consent;
4. Not disclose participant personal data to any other person, including other volunteers, except where necessary to perform your role or as instructed by SL2; and
5. Report any suspected loss, misuse, or unauthorised disclosure of participant or volunteer personal data to SL2 immediately upon becoming aware of it.

Failure to comply with the above may result in your removal from the programme(s), and may expose you to liability under the PDPA, including under the offence provisions relating to unauthorised re-identification or mishandling of personal data.

11. Protection of Your Personal Data

1. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have implemented appropriate administrative, physical and technical measures in accordance with PDPC guidelines. These include:
 - a. **Data minimisation:** Only personal data that is operationally necessary is collected and used for the SL2 programme(s);
 - b. **Access controls:** Access to volunteer personal data is restricted to authorised SL2 staff and Volunteer Mentors on a need-to-know basis, supported by strong password practices;
 - c. **Authentication:** One-Time Passwords (OTP), Two-Factor Authentication (2FA), or Multi-Factor Authentication (MFA) are used to secure access to systems handling personal data;
 - d. **Encryption:** Data is encrypted in transit and at rest to ensure end-to-end protection of all collected information;
 - e. **System security:** Endpoint protection measures, regular patching of operating systems and software, and secure system configurations aligned with relevant security baselines are maintained to reduce exposure to security threats and vulnerabilities;
 - f. **Volunteer obligations:** Volunteers are briefed on their confidentiality obligations before deployment and are required to sign the [StayCool Volunteer Consent & Declaration Form](#) before being accepted into the programme(s).
2. Where we disclose your personal data to a data intermediary, we require them, by written contract, to implement security measures that provide a comparable standard of protection. 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.
3. **Data breach notification:** In the event of a data breach that is notifiable under the Personal Data Protection (Notification of Data Breaches) Regulations 2021, we will notify the PDPC no later than three (3) calendar days after determining that the breach is notifiable, and will notify you without undue delay where the breach is likely to result in significant harm to you.

12. Accuracy of Personal Data

1. We will take reasonable steps to ensure that your personal data collected by us is accurate, complete, and up-to-date.
2. Please notify us promptly of any changes to your personal data, including your contact details, emergency contact, or availability, by contacting us using the details set out in Section 15 below.

13. Retention of Personal Data

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. 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 business purposes.
2. Where you volunteer using an SL2 programme app or platform (for example, the StayCool app), your volunteer pass, account, or access to that platform may continue to exist and function for as long as you continue to use it, including across other SL2 programmes you volunteer for. This is separate from our retention of your personal data, which follows the rules set out below.
3. As a general guide:
 - a. **Volunteer contact, identity, and programme app account data** will be retained for as long as you continue to use the relevant SL2 programme app or platform to volunteer. We will delete this data within 12 months of the earliest of:
 - i. the date you remove or delete your account from that app or platform;
 - ii. the date you notify SL2 that you no longer wish to continue volunteering; or
 - iii. the date you contact our Data Protection Officer to request removal of your data; unless retention is required for legal or regulatory purposes;
 - b. **Attendance, performance, and incident records** will be retained for the programme(s) duration and for a reasonable period thereafter, as required for reporting or dispute resolution; and

- c. **Anonymised or aggregated data** may be retained indefinitely for public-good research and programme(s) improvement purposes.

14. Your Rights

1. You (or your authorised representative) may, at any time, request to:
 - a. Access the personal data about you that is in our possession or under our control;
 - b. Correct any personal data about you that is inaccurate, incomplete, misleading, or not up to date; or
 - c. Withdraw your consent to our collection, use, or disclosure of your personal data.
2. We may require reasonable verification of identity before processing such requests.
3. To exercise these rights, please submit a request to our Data Protection Officer using the contact details in Section 15. If you are unable to submit your request in writing, or require assistance, you may contact our Data Protection Officer directly.
4. If we are unable to process your request, we will inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).
5. We will respond to your request as soon as reasonably possible. In general, our response will be within ten (10) business days.
6. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue involving you in the relevant SL2 programme(s), and we shall, in such circumstances, notify you before completing the processing of your request.
7. Your withdrawal of consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclosure without consent is permitted or required under applicable laws, and does not affect the lawfulness of anything we did with your data before your withdrawal took effect.

15. Data Protection Officer / Contact Us

SL2 has appointed a Data Protection Officer ("**DPO**") to oversee management of personal data in accordance with the PDPA. If you have any questions about this Notice, or how SL2 manages, protects and/or processes your personal data, please contact our DPO at dpo@sustainablelivinglab.org

16. Updates to This Notice

We may revise this Notice from time to time to ensure it remains consistent with our practices and any changes in the applicable law. Where a change is material, we will tell you by direct communication before it takes effect. You can check whether the Notice has been revised by referring to the date shown at the top of this Notice. Your continued involvement in an SL2 programme(s) after an update constitutes your acknowledgement and acceptance of the change.