

AIDC LTD PRIVACY POLICY

General Statement of Principle

AIDC Limited (AIDC) (“We”) guarantee to our customers that we will never give names, addresses or other personal information to anyone wishing to contact our customer database. AIDC will only permit special offers or invitations from third parties to be made to our customers through us, where such an offer is judged by us to be of some interest or benefit to our customers. Where an offer is made through the post, for example, it would arrive on AIDC letterhead and be handled through AIDC's secure mailing house process. Usually such offers will be limited to reduced price or priority booking, or special offers from companies sponsoring AIDC.

Any customer who wishes to be removed from our special offers list should email us at AIDC info@aidc.com.au.

The AIDC Privacy Policy

The following Policy has been based on the 10 points contained within Schedule 1 of the Victorian Government *Privacy and Data Protection Act 2014 (PDP)*.

1. Collection of Personal Information
 - 1.1 AIDC will not collect personal information unless the information is necessary for one or more of our functions or activities.
 - 1.2 AIDC will only collect personal information by lawful or fair means and not in an unreasonably intrusive way.
 - 1.3 At or about the time personal information is collected from an individual AIDC will take reasonable steps to ensure that the individual knows:
 - 1.3.1 that we are collecting the information and how to contact us;
 - 1.3.2 that they may gain access to that information;
 - 1.3.3 the purposes for which the information is collected;
 - 1.3.4 the organisations or types of organisations to which we usually disclose that type of information;
 - 1.3.5 any law that requires the collection of the information;
 - 1.3.6 the main consequences for the individual if all or part of the information is not provided;
 - 1.3.7 AIDC's usual practices with respect to disclosure of personal information of the kind collected.
 - 1.4 Where it is reasonable and practical to do so, we will only collect personal information about an individual from that individual.
 - 1.5 In the event that we collect personal information about an individual from someone other than the individual concerned, we will take reasonable steps to ensure that the individual has been made aware of the matters set out in principle 1.3.
 - 1.6 Third parties may use cookies, web beacons, and similar technologies to collect or receive information from our website and elsewhere on the internet and use that information to provide measurement services and target ads. Users can opt-out of the collection and use of information for ad targeting by exercising a personal choice. To do this, visit www.aboutads.info/choices.
2. Use and disclosure of personal information
 - 2.1 AIDC will not use or disclose personal information about an individual except for a purpose which is relevant to its primary purpose of collection.
 - 2.2 AIDC will not use or disclose personal information about an individual for a secondary purpose not incidental to or connected with the primary purpose of collection of the personal information unless both the following apply:

- 2.2.1 the secondary purpose is related to the primary purpose; and
- 2.2.2 the individual has expressly or impliedly consented to the use or disclosure; or
- 2.2.3 if the information is not 'sensitive information' and the use of the personal information is for the secondary purpose of direct marketing:
 - 2.2.3.1 it is impracticable for us to seek the individual's consent before engaging in that secondary practice; and
 - 2.2.3.2 the individual has not asked to be removed from the marketing database (a service which does not incur any charges), and we prominently display a notice to the individual that he or she may elect not to receive any further information, and each communication sets out an address at which we may be contacted.
- 2.3 If for any reason AIDC is required to disclose personal information in accordance with the law or for law enforcement reasons then we will make a written note that we have done so.
- 2.4 Principle 2.2 applies to information that we have collected from any related body and we will treat such information as if we had collected the information ourselves.
- 3. Accuracy of information
 - 3.1 AIDC will take all reasonable steps to ensure that the personal information we collect, use or disclose is accurate, complete and up to date.
- 4. Security and storage
 - 4.1 AIDC will take all reasonable steps to protect the personal information which we hold from misuse, loss, unauthorised access modification or disclosure, and
 - 4.2 AIDC will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose to which the *PDPA 2014* applies.
- 5. We will make our Privacy Policy available and accessible
 - 5.1 This document expresses our policies on the management of personal information and is available on our website (www.aidc.com.au) or by requesting a copy via email.
 - 5.2 On request we will take reasonable steps to let people who enquire know, generally, what sort of personal information we hold, for what purposes, and how we collect, hold and use that information.
- 6. Access on request
 - 6.1 We will generally provide an individual with access to personal information held about that individual, upon request, in accordance with the *PDPA 2014*.
 - 6.2 Commercially sensitive information may be withheld where it relates to a decision-making process.
 - 6.3 We will provide written reasons as well as a mediation process for any access requests which are refused.
 - 6.4 Charges for granting access to personal information will not be applied to applications for access.
 - 6.5 If personal information held by us is shown not to be accurate, complete and up to date, we will take reasonable steps to correct those deficiencies.
 - 6.6 Where there is a disagreement as to the accuracy, completeness or currency of information held by AIDC we will, on request, take reasonable steps to append to that information a statement that the disagreement exists.
- 7. Government Identifiers
 - 7.1 AIDC records information in this category only when requiring proof of concession status for ticket purchase. We will take all reasonable steps to ensure that pension or concession numbers kept on a customer's file are secure and used only for the purpose of verifying ticket concession status.
- 8. Option of anonymity
 - 8.1 AIDC does provide individuals with the option of not identifying themselves when entering into a transaction, when requested and where practicable.
- 9. Transborder data flows
 - 9.1 AIDC guarantees not to give personal information to any third party except for authorised use on our behalf.

Examples of authorised use on our behalf includes disclosure of information to our mailing house for mailing purposes.

10. Sensitive information

10.1 AIDC will not usually collect 'sensitive information' about customers. This includes your racial or ethnic origin, political opinions and membership of political associations, religious or philosophical beliefs, membership of professional or trade associations or trade unions, sexual preferences or practices, and criminal record. In the rare cases where the collection of sensitive information may be required in order to carry out our business or provide the required level of customer service, we undertake to keep that information secure, and not to use it for any secondary purpose without explicit consent.

DISCLAIMER

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Dated 28 September 2017 AIDC Ltd