

## **PRIVACY POLICY**

This document sets out the approach which AIMIA will take in relation to the treatment of Personal Information. It includes information on how AIMIA collects, uses, discloses and keeps secure, individuals' personal information. It also covers how AIMIA makes the personal information it holds available for access to and correction by the individual.

This policy has been drafted having regard to AIMIA's obligations under the Australian Privacy Principles (APPs) contained in the Privacy Act 1988, (the Privacy Act) and may be referred to as AIMIA's APP Privacy Policy (Privacy Policy). In the context of this Privacy Policy a reference to AIMIA is also a reference to its various brands and entities, including IAPA, ADMA and DGA.

This policy is a public document and has been prepared in light of APP 1, Open and transparent management of Personal Information.

### **1. Collection**

1.1 AIMIA will only collect Personal Information where the information is necessary for AIMIA to perform one or more of its functions or activities. In this context, "collect" means gather, acquire or obtain by any means, information in circumstances where the individual is identifiable or identified.

1.2 AIMIA collects Personal Information primarily to supply employees of member organisations and individuals who obtain AIMIA products and services directly from AIMIA with information and details of its products and services. AIMIA also collects and uses Personal Information for secondary purposes including:

- provision of products and services;
- accounting purposes; and
- business planning and product development.

1.3 AIMIA collects Personal Information in a number of different ways including:

- forms (both paper and online, electronic forms);
- face to face meetings;
- communications via telephone, email or facsimile;
- interaction with our websites; and
- via our social media accounts.

1.4 AIMIA will notify individuals (including, but not limited to, our customers) of the matters listed below at the time of collecting any Personal Information:

- the main reason that we are collecting Personal Information (this reason will be the Primary Purpose);
- other related Uses or Disclosures that we may make of the Personal Information (Secondary Purposes);
- our identity and how individuals can contact us, if this is not obvious;

- that individuals can access the Personal Information that AIMIA holds about them;
- that individuals should contact AIMIA (even if they are not a member or an employee of a member) if they wish to access or correct Personal Information collected by us or have any concerns in relation to Personal Information;
- the organisations or types of organisations to whom we usually Disclose the Personal Information;
- where applicable, any law that requires the Personal Information to be collected;
- the consequences (if any) for the individual if all or part of the Personal Information is not provided to AIMIA.

1.5 Where it is not practicable for AIMIA to notify individuals of all of the Collection Information before the collection of Personal Information, AIMIA will ensure that individuals are notified of the Collection Information as soon as possible after the collection. AIMIA will provide “post collection notification” in those circumstances where it is not practicable to notify individuals about the collection of their personal information before it is collected.

1.6 AIMIA will not collect Sensitive Information from individuals except with express consent from the individual and only where it is necessary for AIMIA to collect such information for an activity or function.

1.7 AIMIA will not collect Personal Information secretly or in an underhanded way.

1.8 AIMIA will take steps to ensure that individuals on purchased lists are or have been notified of the information as outlined at 1.4.

## **2. Use**

2.1 AIMIA will obtain an individual’s consent for Use of non-sensitive Personal Information for Secondary Purposes at the time of collection, unless the Use is a related Secondary Purpose which would be within the relevant individual’s Reasonable Expectations.

2.2 AIMIA Uses Personal Information primarily for the purposes listed in 1.2 above.

2.3 If AIMIA relies on the Direct Marketing exception to Direct Market to individuals it will ensure that:

- individuals are clearly notified of their right to Opt Out from further Direct Marketing; and
- if the individual Opts Out of all Direct Marketing the Opt Out will be respected by AIMIA and implemented free of charge.

2.4 AIMIA will not use Sensitive Information for Direct Marketing.

2.5 AIMIA may use Personal Information to avoid an imminent threat to a person’s life or to public safety. It may also use Personal Information for reasons related to law enforcement or internal investigations into unlawful activities.

2.6 AIMIA will not use Personal Information without taking reasonable steps to ensure that the information is accurate, complete and up to date.

2.7 AIMIA will not attempt to match de-identified or anonymous data collected through surveys or such online devices as “cookies”, with information identifying an individual, without the consent of the relevant individual.

### **3. Disclosure**

3.1 AIMIA may Disclose Personal Information to related or unrelated third parties if consent has been obtained from the individual.

3.2 AIMIA may Disclose Personal Information to unrelated third parties to enable outsourcing of functions where that Disclosure or Use is for a related Secondary Purpose and has been notified to individuals or where such Disclosure is within the individual's Reasonable Expectations.

3.3 AIMIA will take reasonable steps to ensure that its contracts with third parties include requirements for third parties to comply with the Use and Disclosure requirements of the Privacy Act.

3.4 In the rare event that AIMIA is required to disclose Personal Information to law enforcement agencies, government agencies or external advisors AIMIA will only do so in accordance with the Privacy Act or any other relevant Australian legislation.

3.5 AIMIA may Disclose Personal Information to avoid an imminent threat to a person's life or to public safety.

3.6 If a Disclosure is not for a Primary Purpose; is not for a related Secondary Purpose; or upfront consent has not been obtained, AIMIA will not Disclose Personal Information otherwise than in accordance with the exceptions set out at 3.1 to 3.6 above.

3.7 AIMIA does not generally share its customer lists on a commercial basis with third parties but if it did, it would only do so if we had the appropriate consent of the individual involved.

### **4. Information Quality**

4.1 AIMIA will review, on a regular and ongoing basis, its collection and storage practices to ascertain how improvements to accuracy can be achieved.

4.2 AIMIA will take steps to destroy or de-identify Personal Information after as short a time as possible and after a maximum of seven years, unless the law requires otherwise.

### **5. Information Security**

5.1 AIMIA requires employees and contractors to perform their duties in a manner that is consistent with AIMIA's legal responsibilities in relation to privacy.

5.2 AIMIA will take all reasonable steps to ensure that paper and electronic records containing Personal Information are stored in facilities that are only accessible by people within AIMIA who have a genuine "need to know" as well as "right to know".

5.3 AIMIA will review, on a regular and ongoing basis, its information security practices to ascertain how ongoing responsibilities can be achieved and maintained.

### **6. Access and Correction**

6.1 AIMIA will allow its records containing Personal Information to be accessed by the individual concerned in accordance with the Privacy Act.

6.2 AIMIA will correct its records containing Personal Information as soon as practically possible, at the request of the individual concerned in accordance with the Privacy Act.

6.3 Individuals wishing to lodge a request to access and/or correct their Personal Information should do so by contacting AIMIA, as per the details on the back of this document.

6.4 AIMIA will not normally charge a fee for processing an access request unless the request is complex or is resource intensive.

## **7. Openness**

7.1 Contact with AIMIA via phone or web inquiry will be the first point of contact for inquiries about privacy issues.

7.2 Any formal privacy related complaints should be directed in writing to the AIMIA Privacy Officer Level 6 50 Carrington Street Sydney NSW 2000.

7.3 AIMIA will endeavour to manage any privacy related complaint efficiently and in a timely manner.

7.4 AIMIA websites will contain a prominently displayed privacy statement and will include a copy of this AIMIA Privacy Policy.

## **8. Anonymous Transactions**

8.1 AIMIA will not make it mandatory for visitors to its web sites to provide Personal Information unless such Personal Information is required to answer an inquiry or provide a service. AIMIA may however request visitors to provide Personal Information voluntarily to AIMIA (for example, as part of a competition or questionnaire).

8.2 AIMIA will allow its customers to transact with it anonymously wherever that is reasonable and practicable.

## **9. Transferring personal information overseas**

9.1 AIMIA generally does not send information overseas.

9.2 If Personal Information must be sent by AIMIA overseas for sound business reasons, AIMIA will require the overseas organisation receiving the information to provide a binding undertaking that it will handle that information in accordance with the Australian Privacy Principles, preferably as part of the services contract.

## **10. Glossary**

Collection Information means the information outlined in 1.5 notified to individuals prior to, or as soon as practical after, the collection of their Personal Information.

Direct Marketing means the marketing of goods or services through means of communication including written, verbal or electronic means. The goods or services which are marketed may be those of AIMIA or a Related Body Corporate or those of an independent third party organisation.

Disclosure generally means the release of information outside AIMIA, including under a contract to carry out an “outsourced function”.

Opt-out means an individual’s expressed request not to receive further Direct Marketing.

AIMIA means the Australian Interactive Media Industry Association including its various brands and related entities.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion.

Primary Purpose is the dominant or fundamental reason for information being collected in a particular transaction.

Privacy Act means the Privacy Act 1988 (Cth) as amended from time to time.

Reasonable Expectation means a reasonable individual’s expectation that their personal information might be Used or Disclosed for the particular purpose.

Sensitive Information means information or an opinion about an Individual’s:

- racial or ethnic origin; or
- membership of a political association; or
- religious beliefs or affiliations; or
- philosophical beliefs; or
- membership of a professional or trade association; or
- membership of a trade union; or
- sexual preferences or practices; or
- criminal record; that is also personal information; or

Use means the handling of Personal Information within AIMIA.

### **Updates to this Privacy Policy**

AIMIA may amend or modify this Privacy Policy without notice by posting the amended privacy Policy to the AIMIA website.

Contacting AIMIA

If you require further information regarding AIMIA’s Privacy Policy please email Regulatory Affairs at [comply@AIMIA.com.au](mailto:comply@AIMIA.com.au), telephone 02 9277 5400 or write to Level 6, 50 Carrington Street, Sydney NSW 2000.

Last updated: 16 March 2016

AIMIA: ABN 64 039 920 255

## **WEBSITE TERMS AND CONDITIONS**

### **Acceptance of website Terms & Conditions of Use**

By using this website you agree to abide by these Terms & Conditions. They may be amended or modified from time to time by posting the amended Terms & Conditions to this website.

If any of these Terms & Conditions is found to be invalid or unenforceable, that invalidity or unenforceability will not affect the remainder of the Terms & Conditions, which will continue in full force and effect.

### **Ownership**

This website is operated by the Association for Data-driven Marketing & Advertising (AIMIA), ABN 34 002 909 800 on behalf of AIMIA. In the context of these Terms & Conditions a reference to AIMIA is also a reference to its various brands, including IAPA, ADMA and DGA.

### **Intended audience**

All information provided on this website has been prepared in accordance with Australian law, and is intended for use by residents of Australia. Persons residing outside of Australia use this website at their own risk, and should take into consideration the legislative requirements of their country of residence when accessing this website. Should you choose to purchase products or services from AIMIA, enter our competition or interact with us in any way you should satisfy yourself that doing so will not constitute a contravention of the laws of your country of residence.

### **Restrictions on use**

All information provided on this website is general information only, and should not be relied upon in lieu of professional advice. Any use of the material on this website by another person or organisation is at the user's own risk.

### **Intellectual property**

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Whilst due care has been taken in the preparation of the content of this website we make no representations regarding the accuracy, currency or reliability of the information provided unless otherwise indicated, and note there may be errors, omissions and typographical errors contained in the material provided.

This website and the material it contains are provided on an as-is basis, and to the fullest extent permitted by law we disclaim all warranties. In addition we do not warrant that this website is error free or that the website and/or the servers it is hosted on are free of viruses, Trojans or other malicious software.

AIMIA and its employees, directors, officers, committee members, honoraries, research fellows, servants, agents, volunteers, contractors, subcontractors and collaborators will not be liable for any loss or damage other than that which cannot be excluded by law arising as a result of use of this website or reliance on any information provided on this website.

You agree to indemnify AIMIA including its employees, directors, officers, committee members, honoraries, research fellows, servants, agents, volunteers, contractors, subcontractors and collaborators from any loss or damage which it may suffer as a result of your use of this website.

#### **AIMIA programs and merchandising**

AIMIA provides various services (Services) to its members and runs education and various programs, events and functions (Programs). Should you choose to participate in or attend any of these Programs you do so at your own risk.

AIMIA Services and Programs may have their own specific terms and conditions, which are separate and in addition to these website Terms & Conditions. Where an inconsistency exists between the Service or Program Terms & Conditions and these website Terms & Conditions, the Service or Program Terms & Conditions will prevail.

AIMIA may from time to time make available for purchase on its website/s certain AIMIA merchandise. Under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) a number of Consumer Guarantees may attach to goods purchased through AIMIA's websites from 1 January 2011 onwards. Should you have any queries or concerns regarding goods purchased through our websites please contact our us by emailing [comply@AIMIA.com.au](mailto:comply@AIMIA.com.au), calling 02 9277 5400 or writing to Level 6, 50 Carrington Street, Sydney NSW 2000.

Unless otherwise provided for, we expressly limit our liability for breach of a consumer guarantee to the provision of a full refund of the purchase price, or the repair or replacement of the goods or supply of equivalent goods at our sole discretion.

Unless otherwise stated, all prices listed on this website include GST where it is applicable.

## **Hyperlinks, advertising, sponsors & third-party content**

This website may contain the content of third parties (Third Party Content). This content may include, but is not limited to hyperlinks to external (third party) websites, paid advertisements and mention of partners and sponsors. None of these things is to be taken as an endorsement, recommendation or approval of the third party, advertiser or sponsor or their products or services. AIMIA accepts no responsibility for the accuracy, currency or suitability or otherwise regarding Third Party Content. Any use or reliance on such content is at your own risk and AIMIA does not accept liability for any loss, damage, costs or expenses arising as a result of the use or reliance.

Where hyperlinks to third party websites are provided, AIMIA makes no claims regarding the suitability or otherwise of the third party's products or services to your needs, nor does it warrant the third party website is free of viruses, Trojans or other malicious software.

Should you have any queries, concerns or complaints regarding a third party's website please refer your query, concern or complaint to the third party.

AIMIA logos must not be reproduced or used in any way unless AIMIA provides its prior approval in writing.

Should you wish to provide a link to this website from another site you may do so provided you adhere to the following terms and conditions:

Terms and Conditions for providing a link to this website from another site:

Permission is granted to link to this website subject to the following terms and conditions:

- No responsibility or liability lies with AIMIA (or any employee, agent or servant) for any errors or omissions resulting from use of this website.
- Under no circumstances should your site use the link to AIMIA website to provide specific product or service endorsement or promotion. Nor should the link be placed to imply product or service endorsement or be associated with commercial interests.
- AIMIA reserves the right to withdraw permission to link to this website at any time and the above named organisation agrees to remove any link to this website on receiving such notice from AIMIA.
- No information, in whole or in part, is to be copied from the website without AIMIA's prior consent in writing.

## **Privacy & security.**

AIMIA respects your privacy. AIMIA's Privacy Policy details how AIMIA secures and deals with your personal information, including visits to this website.

## **Contact details**

Should you have any queries or concerns regarding AIMIA's website Terms & Conditions please email [comply@AIMIA.com.au](mailto:comply@AIMIA.com.au) , call 02 9277 5400 or write to Level 6, 50 Carrington Street, Sydney NSW 2000.



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