

MERRYLANDS RSL CLUB GROUP PRIVACY POLICY 2016

OBJECTIVE

The Privacy Policy applies to personal information collected by the Merrylands RSL Limited hereafter referred to as “the Club”, as the Club is an applicable organisation under the Privacy Act 1988 and Privacy Amendment [Enhancing Privacy Protection] Act 2012 [the Privacy Act]. This Policy equally applies to the Clubs subsidiary, Club Umina. The Privacy Act governs the way private sector organisations collect, use, keep secure, and disclose personal information.

This Privacy Policy outlines:

- how and when the Club collects personal information;
- how the Club uses and discloses personal information;
- how the Club keeps personal information secure, accurate and up-to-date;
- how an individual can access and correct their personal information; and
- how the Club will facilitate or resolve a privacy complaint.

We recommend you read and understand the Privacy Policy and keep it for your future reference. Should you require any clarification, you can contact us on the address at the end of the document.

SCOPE

Personal information

What is Personal Information?

Under the provisions of the Privacy Act ‘personal information’ means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual whose identity is reasonably identifiable, from the information or opinion.

Some examples of personal information are your name, residential address, email address, bank details, photos, and opinions on your likes and dislikes that can identify you.

Sensitive Information

What is Sensitive Information?

1. Sensitive information is a subset of personal information.
2. It means information or an opinion about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional, or trade association, membership of a trade union, sexual orientation, or practices.
3. It also includes the criminal record or health information, genetic information, biometric information that may be used for the purpose of automated biometric verification or biometric identification or biometric templates about an individual.

Collection of Sensitive Information

4. In general, we attempt to limit the collection of sensitive information we may obtain from you, but depending on the uses you make of our products this may not always be possible and we may collect sensitive information from you in order to carry out the services provided to you.
5. The type of sensitive information we may collect from you or record about you is dependent on the services provided to you by the Club and will be strictly limited to the purpose(s) for which it is collected.
6. We will not use sensitive information to send you Direct Marketing Communications [as defined in Part 31 below] without first obtaining your consent.
7. We will not collect sensitive information from you without your consent unless required by law.

Consent to collection of certain types of sensitive information

8. We may collect certain types of sensitive information where you have consented and agreed to the collection of such information.
9. We will obtain your consent at [or around] the point in time in which we collect the information. The main type of sensitive information that we may collect (if any) will usually relate to your:
 - a) criminal record (if any);
 - b) special food or dietary requirements due to medical, cultural or religious reasons;
 - c) biometric identification, such as finger print scans;
 - d) membership of political organisations and political opinions;
 - e) racial origin and religious beliefs, to the extent these are ascertainable from any photographic identification (such as a driver’s licence or passport);

- f) philosophical beliefs, if applicable; and
- g) health or medical information,

but only if the sensitive information is necessary for, or incidental to, the purposes of collection set out in paragraph 4.

Collection of your personal information

10. We will only collect personal information that is necessary for us to provide our products and services to you, including Club membership. This depends ultimately upon the purpose of collection and we have set out the general purposes of collection listed in paragraphs 17 and 18. The Club will be unable to allow you to join the Club or to be a temporary member, unless you have provided us with the required information.
 11. The type of information that we may collect about you includes (but is not limited to) the following:
 - a) your contact information such as full name (first and last), e-mail address, current postal address, delivery address (if different to postal address) and phone numbers;
 - b) details relating to your employment (if applicable) or your previous employment, which shall include, but is not limited to, obtaining your tax file number and superannuation details;
 - c) your date of birth;
 - d) proof of your identity (including, but not limited to, driver's licence, passport, birth certificate);
 - e) any sensitive personal information listed in paragraph 9;
 - f) if applicable, emergency contact details;
 - g) details required as part of your Club membership or visitation, including but not limited to the information required under the members and visitors registers;
 - h) whether you participated in any activity or event organized by the Club;
 - i) photographs or video footage taken at the Club's premises, which may include you;
 - j) your opinions, statements and endorsements collected personally or via surveys and questionnaires, including but not limited to your views on the products and services offered by the Club; and
 - k) if you are requesting products or services from us or we are purchasing goods or services from you, then any relevant payment or billing information (including but not limited to bank account details, direct debit, credit card details, billing address, repayment information, and invoice details).
 - l) information about any special food or dietary requirements
 - m) if you participate in the Club's gaming machine loyalty program; information regarding your gaming machine usage and expenditure. We may also collect information if you participate in Keno, TAB, bingo or trade promotion lotteries.
 12. As far as possible or unless provided otherwise under this privacy policy, we will collect your personal information directly from you. If we collect details about you from someone else, wherever reasonably possible, we will take all steps necessary to advise you we have done this and the reason for it.
 13. When you engage in certain activities, such as entering a contest or promotion, filling out a survey or sending us feedback, we may ask you to provide certain information, which you may withhold or provide at your own discretion. It is optional for you to engage in these activities.
 14. Depending upon the reason for requiring the information, some of the information we ask you to provide we may identify as mandatory or voluntary. If you do not provide the mandatory data or any other information we require in order for us to provide our services to you, we may be unable to provide or effectively provide our services to you.
 15. If you use our website, we may utilise 'cookies' which enable us to monitor traffic patterns and to serve you more efficiently if you revisit our website. A cookie does not identify you personally but may identify your internet service provider or computer. You can set your internet browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.
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Use and disclosure of your personal information

16. We will only use or disclose your personal information for the primary purposes for which it was collected or as consented to and/or as set out below.
17. You consent to us using and disclosing your personal information to facilitate a purpose in connection with:
 - a) if required, the verification of your identity, including the verification of your date of birth, if applicable;
 - b) facilitating membership or visitation requirements (for example, entry into the Register of

- Members which is available for public inspection by other members);
- c) provision of our products and services to you, which shall include but is not limited to:
 - i) the administration and management of our products and services, including charging, billing, credit card authorisation and verification, checks for financial standing, credit-worthiness (including but not limited to undertaking an assessment for credit loss and obtaining credit references, if applicable), fraud and collecting debts; and
 - ii) to offer you updates, or other content or products and services that may be of interest to you;
 - d) to facilitate the administration, management and improvement of the Club, including but not limited to:
 - i) the use of your personal information collected in accordance with paragraph 10 above in the administration and management of the Club;
 - ii) communications between Member Clubs [being those clubs which are members of ClubsNSW], including but not limited to reciprocal arrangements and sharing of industry news;
 - iii) the management, governance and administration of the Club, including but not limited to any management and governance meetings of the Club;
 - e) if applicable, any requirement to include you in various registers maintained by the Club including, but not limited to, the register of excluded persons;
 - f) facilitating medical assistance in the event of a medical emergency, or to provide you with medical treatment as requested by you;
 - g) your participation in any activity or event organised by the Club or a third party organisation;
 - h) your ability to attend other Member Clubs in Australia or New Zealand;
 - i) co-ordinating, managing and maintaining good order and security of the Club and our premises, which shall include but is not limited to protecting the rights and safety of other parties on our premises;
 - j) investigating and reporting information to third parties regarding any accidents or incidents that may have occurred on our premises;
 - k) the improvement of our services (including to contact you about those improvements and asking you to participate in surveys about our products and services);
 - l) the maintenance and development of our products and services, business systems and infrastructure;
 - m) marketing and promotional activities by us and our related bodies (including by direct mail, telemarketing, email, SMS and MMS messages) such as our customer loyalty programs and newsletters;
 - n) to provide customer service functions, including handling customer enquiries and complaints;
 - o) to offer you updates, or other content or products and services that may be of interest to you;
 - p) our compliance with applicable laws;
 - q) the transfer, and matters in connection with a potential transfer, of the Club to another entity; and
 - r) any other matters reasonably necessary to continue to provide our products and services to you.
18. We may also use or disclose your personal information in the following circumstances where we are not required to seek your additional consent:
- a) when it is disclosed or used for a purpose related to the primary purposes of collection detailed above and you would reasonably expect your personal information to be used or disclosed for such a purpose (secondary use);
 - b) if we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious or imminent threat to an individual's life, health or safety or to lessen or prevent a threat to public health or safety;
 - c) if we have reason to suspect that an unlawful activity has been, or is being, engaged in; or
 - d) if it is required or authorised by law or formally requested by a statutory or regulatory authority.
19. In the event we propose to use or disclose such personal information other than for reasons specified in this policy, we will first seek your consent prior to such disclosure or use.
20. If you have received communications from us and you no longer wish to receive those sorts of communications, you should contact us via the details set out at the end of this document and we will ensure the relevant communication ceases.
21. Any other use or disclosure we make of your personal information will only be as required by law or as permitted by the Privacy Act 1988 or by this privacy policy or otherwise with your consent.
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The types of organisations to which we may disclose your personal information

22. We may disclose your personal information to other organisations. Examples of organisations and/or parties that your personal information may be provided include:
- The organisation who operate the Clubs membership information system
 - Task Manager Point of Sale [POS] when using credit/ debit cards for purchases in the Clubs
 - other Member Clubs;
 - Club Industry Bodies such as: Clubs NSW and its related bodies, and the RSL and Services Clubs Association;
 - if applicable, Clubs Australia and Club New Zealand, and member clubs of Clubs Australia and Clubs New Zealand;
 - offshore service providers, if any;
 - related entities and subsidiaries of the Club;
 - third parties, such as trade suppliers and club sponsors; and
 - our contractors and agents, including but not limited to our professional advisors such as accountants, solicitors and auditors or other companies who assist us in providing our products and services to you.
23. The disclosure of your personal information to these organisations and/or parties will only occur in relation to the goods or services we provide to you or for a purpose permitted by this privacy policy.
24. We will take such steps as are reasonable to ensure that these organisations and/or parties are aware of the provisions of this privacy policy in relation to your personal information.
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Photographs, Closed Circuit Television and other Recording Devices

25. We use closed circuit televisions (CCTV) at certain locations throughout our premises (e.g. entry and exit) and surrounding areas.
26. Footage obtained from personal cameras carried by some of our staff and security contractors may be used when dealing with any incidents on the Club premises.
27. Photographs are also taken for Club membership records as well as at some special events on the Club premises.
28. The CCTV is integral to our security system and CCTV images are stored for a minimum 'retention period' of at least twenty-one [21] days unless a reportable incident is identified.
29. In such cases, the Club will archive such images and retain the footage for a minimum period of seven [7] years after the retention period unless provided to the relevant authority i.e. NSW
30. Police Force or government Inspector for investigation purposes or in instances where public liability is involved. The Club must archive CCTV footage if requested by the relevant authority.
Note: If an incident occurs at the venue, CCTV footage for the period leading up to, during and following the incident must be archived and where no incident has been identified, the CCTV footage is automatically deleted within thirty [30] days after the retention period.
31. As indicated in paragraph 25 above, we may take photographs of you attending our premises, and we may wish to use them for marketing and advertising purposes.
32. Unless you advise us otherwise, you expressly agree and consent to the use of any photographs, which may include you, for the aforementioned purposes, without compensation.
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Direct Marketing

33. Direct marketing involves the use and/or disclosure of personal information to communicate directly with an individual to promote goods and services. Direct Marketing includes channels such as telephone, SMS, mail, email and online advertising. You expressly consent to us using your personal information, including any email address you give to us, to provide you with information and to tell you about our products, services, events, or any other direct marketing activity (including third party products, services, and events) which we consider may be of interest to you.
34. Without limitation Clause 33 above, if it is within your reasonable expectations that we send you Direct Marketing Communications given the transaction or communication you have had with us, then we may also use your personal information for the purpose of sending you Direct Marketing Communications which we consider may be of interest to you.
35. You expressly consent to us disclosing your personal information to other organisations [including but not limited to organisations such as those listed [in paragraph 22 above] that may also use your personal information for sending you Direct Marketing Communications.
36. If at any time, you do not wish to receive any further Direct Marketing Communications from us, or others [under paragraph 33 above], you may ask us not to send you any further information about products and services and not to disclose your information to other organisations for that purpose.

37. You may do this at any time by using the “unsubscribe” facility included in the email or by contacting us via the details set out at the end of this document.
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Data quality and security

38. We have taken steps to help ensure your personal information is safe. You will appreciate, however, that we cannot guarantee the security of all transmissions or personal information, especially where the Internet is involved.
39. Notwithstanding the above, we will take reasonable steps to:
- a) make sure that the personal information we collect, use or disclose is accurate, complete and up to date;
 - b) protect your personal information from misuse, loss, unauthorised access, modification or disclosure both physically and through computer security methods; and
 - c) destroy or permanently de-identify personal information if it is no longer needed for its purpose of collection
40. However, the accuracy of personal information depends largely on the information you provide to us, so we recommend that you:
- a) let us know if there are any errors in your personal information; and
 - b) keep us up-to-date with changes to your personal information (such as your name or address).
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Access to and correction of your personal information

41. You are entitled to have access to any personal information relating to you, which we possess, except in some exceptional circumstances provided by law [e.g. secrecy provisions under the Anti-Money Laundering and Counter Terrorism Financing Laws].
42. You are also entitled to edit and correct such information if the information is inaccurate, out of date, incomplete, irrelevant, or misleading.
43. If you would like access to or correct any records of personal information we have about you, you are able to access and update that information (subject to the above) by contacting us via the details set out at the end of this document.
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Consent

44. You are agreeing to the terms of this privacy policy if you visit the Club, use our website or by accepting the terms of one of our terms and conditions (relating to a product or service offer) which refer to this privacy policy.
45. We reserve the right to modify the privacy policy as our business needs require.
46. We will notify you of such changes (whether by direct communication or by posting a notice on our website), after which, your continued use of our products, services or website or your continued dealings with us shall be deemed to be your agreement to the modified terms.
47. If you do not agree to our continued use of your personal information due to the changes in our privacy policy, please contact us via the details set out at the end of this document.
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Resolving Privacy Complaints

48. We have put in place an effective mechanism and procedure to resolve privacy complaints.
49. We will ensure the Club deals with all complaints within a reasonably appropriate timeframe so that any decision [if any decision is required to be made] is made expeditiously and in a manner, that does not compromise the integrity or quality of any such decision.
50. If you have any concerns or complaints about the manner in which we have collected, used or disclosed and stored your personal information, you can tell us by contacting us.

Telephone: 02 8868 7777
Email: enquiries@merrylandsrsl.com.au
Post: P.O Box 417 Merrylands NSW 2160

Please mark your correspondence to the attention of the Club Chief Executive Officer [CEO].

51. In order to resolve a complaint, we:
- a) will liaise with you to identify and define the nature and cause of the complaint;
 - b) may request that you provide the details of the complaint in writing;
 - c) will keep you informed of the likely time within which we will respond to your complaint; and
 - d) will inform you of the legislative basis (if any) of our decision in resolving such complaint
52. We will keep a record of the complaint and any action taken in a privacy register.