

Caboolture Sports Club Limited (CSC Group)

Privacy Policy

Policy version and revision information

Policy authorised by:	CSC Group Board
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PURPOSE

Caboolture Sports Club Limited (CSC Group, we, us, our) is committed to safeguarding our members' privacy and ensuring the confidentiality and security of the Personal Information (as defined below) we may collect from members of our sporting clubs or licensed clubs (member, you).

To comply with our legal requirements under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (together called the Privacy Law), and to run our business effectively, it is necessary for us to collect certain Personal Information from members and other individuals and organisations we associate with. At the minimum, this may include information such as member names, addresses and contact details. Additional information may be required, depending on the nature of your dealings with our organisation.

We will only use, store or disclose your Personal Information for the primary purpose it was collected for, unless you have consented to the information being used by us for a secondary purpose.

We will take all reasonable measures to protect your Personal Information from loss, unauthorised access, destruction, misuse, modification or disclosure. However, despite concerted efforts, we take no responsibility for the unauthorised use of Personal Information.

SCOPE

This Privacy Policy applies to Personal Information collected by the CSC Group, as we are an organisation to which the Privacy Law applies. This Policy governs the way we collect, use, keep secure and disclose your Personal Information.

The Privacy Policy outlines:

- how and when we collect Personal Information;
- how we use and disclose Personal Information;
- how we keep Personal Information secure, accurate and up-to-date;
- how an individual can access and correct their Personal Information; and
- how we will facilitate or resolve a privacy complaint.

We recommend that you read and understand this Policy and keep it for future reference. If you require any clarification, you can contact us on the address at the end of this Policy.

1. Personal Information

1.1. What is Personal Information?

- (a) Personal Information is defined under the *Privacy Act 1988* to mean 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.
- (b) 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 (see paragraph 3.2 below).

2. Sensitive Information

2.1 What is Sensitive Information?

Sensitive Information is a subset of Personal Information. It means information or 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, criminal record, health information about an individual, genetic information, biometric information that is to be used for the purpose of automated biometric verification or biometric identification or biometric templates.

2.2 Collection of Sensitive Information

- (a) In general, we attempt to limit the collection of Sensitive Information from you, but we may need to collect Sensitive Information from you to provide the products or services that you request from us.
- (b) The type of Sensitive Information we may collect from you or record about you is dependent on the products or services provided to you by the CSC Group, and our use will be limited to the purpose(s) for which it is collected.
- (c) We do not use Sensitive Information to send you Direct Marketing Communications (as defined in paragraph 8 below) without your consent.
- (d) We will not collect Sensitive Information from you without your consent.

2.3 Consent to collection of certain types of Sensitive Information

We may collect certain types of Sensitive Information where you have consented and agreed to the collection of such information.

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) gambling habits;
- (g) philosophical beliefs, if applicable; and
- (h) 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.

3. Collection of your Personal Information

3.1 We will only collect Personal Information that is necessary for us to provide our products or services to you. This depends ultimately upon the purpose of collection, and we have set out the general purposes of collection at paragraph 4 below.

3.2 The type of information 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 2.3;
- (f) if applicable, emergency contact details;
- (g) details required as part of your membership or visitation, including but not limited to the information required under the members and visitors registers;
- (h) whether you participate any activity or event organised by one of our venues;

- (i) photographs or video footage taken at our 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 our clubs; 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).
- 3.3 As far as possible or unless provided otherwise under this Policy, we will collect your Personal Information directly from you. If we collect details about you from someone else, we will, whenever reasonably possible, make you aware that we have done this and the reason for it.
- 3.4 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.
- 3.5 Depending upon the reason for requiring the information, some of the information we ask you to provide may be identified 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 products or services to you, we may be unable to provide or effectively provide our products or services to you.
- 3.6 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. We may store cookies on your computer. You can set your 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. However, you should be aware that by rejecting our cookies, we may be unable to provide our products or services to you or our ability to do so may be affected or limited.

4. Use and disclosure of your Personal Information

- 4.1 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.
- 4.2 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) collection of Know Your Customer requirements under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, including your name, date of birth and address;
 - (d) provision of our products and services to you, which shall include but is not limited to:
 - (1) 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
 - (2) to offer you updates, or other content or products and services that may be of interest to you;
 - (e) to facilitate the administration, management and improvement of the CSC Group, including but not limited to:
 - (1) the use of your Personal Information collected in accordance with paragraph 3.1 in the administration and management of the CSC Group;

- (2) communications between Member Clubs (being those clubs which are members of Clubs Queensland and the CSC Group), including but not limited to reciprocal arrangements and sharing of industry news;
 - (3) the management, governance and administration of the CSC Group, including but not limited to any management and governance meetings of the CSC Group;
 - (f) if applicable, any requirement to include you in various registers maintained by us including, but not limited to, the register of excluded persons;
 - (g) facilitating medical assistance in the event of a medical emergency, or to provide you with medical treatment as requested by you;
 - (h) your participation in any activity or event organised by the CSC Group or a third party organisation;
 - (i) your ability to attend other Member Clubs in Australia or New Zealand;
 - (j) co-ordinating, managing and maintaining good order and security of the CSC Group and our premises, which shall include but is not limited to protecting the rights and safety of other parties on our premises;
 - (k) investigating and reporting information to third parties regarding any accidents or incidents that may have occurred on our premises;
 - (l) the improvement of our services (including to contact you about those improvements and asking you to participate in surveys about our products and services);
 - (m) the maintenance and development of our products and services, business systems and infrastructure;
 - (n) marketing and promotional activities by us and our related bodies (including by direct mail, email, SMS, MMS messages and Social Media Mediums) such as our customer loyalty programs and newsletters;
 - (o) to provide customer service functions, including handling customer enquiries and complaints;
 - (p) to offer you updates, or other content or products and services that may be of interest to you;
 - (q) our compliance with applicable laws;
 - (r) the transfer, and matters in connection with a potential transfer, of the CSC Group to another entity; and
 - (s) any other matters reasonably necessary to continue to provide our products and services to you.
- 4.3 We may also use or disclose your Personal Information and in doing so 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 of your Personal Information 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 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.
- 4.4 In the event we propose to use or disclose such Personal Information other than for reasons in 4.1, 4.2, and 4.3 above, we will first seek your consent prior to such disclosure or use.

- 4.5 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. Any other use or disclosure we make of your Personal Information will only be as required by law or as permitted by the Privacy Laws or by this Policy or otherwise with your consent.

5. The types of organisations to which we may disclose your Personal Information

- 5.1 We may disclose your Personal Information to other organisations. Examples of organisations and/or parties that your Personal Information may be provided include:
- (a) other Member Clubs;
 - (b) Clubs Queensland and its related bodies;
 - (c) if applicable, Clubs Australia and Club New Zealand, and member clubs of Clubs Australia and Clubs New Zealand;
 - (d) offshore service providers, if any;
 - (e) related entities and subsidiaries of the CSC Group ;
 - (f) third parties, such as trade suppliers and CSC Group sponsors; and
 - (g) 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.
- 5.2 Your Personal Information is disclosed to the organisations and/or parties listed in paragraph 5.1 only in relation to the products or services we provide to you or for a purpose permitted by this Policy.
- 5.3 We take such steps as are reasonable to ensure that these organisations and/or parties are aware of, and comply with, the provisions of this Policy in relation to the management and protection of your Personal Information.

6. Photographs and CCTV

- 6.1 We use closed circuit televisions (**CCTV**) at certain locations throughout our premises (e.g. entry and exit) and surrounding areas. The CCTV is integral to our security system and CCTV images are stored for a minimum “retention period” of 28 days (unless an incident is identified, in which case the images are archived and retained for a minimum period of one year after the retention period unless they are given to the relevant authority (e.g. police or OLGR investigator). The CCTV footage must be archived if requested by the relevant authority.
- (Note: If an incident occurs at our premises, 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 30 days after the retention period.)
- 6.2 As indicated in paragraph 3.2(i), we may take photographs of you attending our premises, and we may wish to use them for marketing and advertising purposes. 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.

7. Facial Recognition Technology

- 7.1 The CSC Group uses facial recognition technology (**FRT**) to monitor and assist with the management of excluded and banned patrons. Facial recognition information is collected by us on our CCTV cameras.
- 7.2 FRT involves the extraction, digitisation and comparison of spatial and geometric facial data and then comparing the image of the face with an image stored in a database to identify a match. We use "one-to-many FRT" which compares the facial image of a patron to a large dataset of other patrons taken from our CCTV camera surveillance and authorised photos taken of patrons.

- 7.3 We use FRT to identify persons who have been banned from our premises for misconduct issues or who have been excluded from access to our gambling machines pursuant to Queensland law, and to prevent their entry to our premises and/or remove them if they have entered.
- 7.4 We implemented the use of FRT as an operational tool to help us comply with our obligations under applicable Queensland liquor and gaming laws and to provide a safe place of employment and entertainment pursuant to our duty of care.
- 7.5 Images of our patrons are only loaded into our FRT system as needed i.e. when a person has completed a venue or self-exclusion or has been banned or suspended. Under these circumstances, the CSC Group will inform the person we have uploaded their image into our FRT software to alert team members if they enter the venue or gaming areas. This information can only be accessed by Senior Managers. All information is stored on a secure server located on our premises.
- 7.6 By joining as a member of CSC Group or entering our premises, you are deemed to have consented to your facial image being recorded by our FRT system and used for the purposes specified in this Policy. We may also use and disclose data collected from our FRT system for any other purpose permitted by law, such as law enforcement or if requested by public authorities (such as a court or a government agency).

8. Direct Marketing

- 8.1 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 or events or any other direct marketing activity (including third party products, services, and events) (**Direct Marketing Communications**) which we consider may be of interest to you.
- 8.2 Without limitation clause 8.1, 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.
- 8.3 You expressly consent to us disclosing your Personal Information to other organisations (including but not limited to organisations such as those listed in paragraph 5.1) that may also use your Personal Information for sending you Direct Marketing Communications.
- 8.4 If at any time, you do not wish to receive any further Direct Marketing Communications from us, or others under paragraph 8.3, 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. 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.

9. Cross Border Disclosure

- 9.1 Any Personal Information that you provide to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand and the United Kingdom, where we may utilise overseas data and website hosting facilities or have entered into contractual arrangements with third party service providers to assist us with providing our products and services to you. Personal Information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.
- 9.2 By submitting your Personal Information to us, you expressly agree and consent to the disclosure, transfer, storing or processing of your Personal Information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to Personal Information. However, we will take all reasonable steps to ensure that your Personal Information is used and managed by third parties securely and in accordance with the terms of this Policy and the Privacy Law.
- 9.3 If you do not agree to the transfer of your Personal Information outside Australia, please contact us by via the details set out at the end of this document.

10. Data quality and security

- 10.1 We have taken steps to help ensure your Personal Information is safe and use a range of physical and electronic procedures to ensure the privacy of your Personal Information is safeguarded. These include restricting physical access to our offices and maintaining a secure computer system and database. Our servers are protected by password, proprietary software, firewalls, lock and key and other security measures. Despite that, we cannot guarantee the security of all transmissions of Personal Information, especially where on the Internet, and you acknowledge and accept that risk when you provide your Personal Information to us.
- 10.2 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.
- 10.3 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).

11. Notice of breach of security

If a breach in security results in an unauthorised intrusion into our system that materially affects you, we will notify you as soon as possible and subsequently report the corrective action taken in response to the intrusion. Specifically, we will comply with our obligations under the Privacy Law if a notifiable data breach occurs and will liaise with the Office of the Australian Information Commissioner to manage that breach.

12. Data breach

- 12.1 If a data breach occurs, we will:
- (a) take all reasonable steps to recover or otherwise secure your Personal Information;
 - (b) limit access to your Personal Information;
 - (c) minimise the risk of harm; and
 - (d) Take such other steps as we may decide would be prudent for us to take in the circumstances.
- 12.2 We will also notify you of any breach if we form the view that the breach is likely to result in any serious harm.

13. Access to and correction of your Personal Information

- 13.1 We retain your Personal Information only for so long as reasonably required to meet the purposes for which we have the right to use the information.
- 13.2 We will do our best to keep your Personal Information accurate and up-to-date. To do this, it is necessary for you to provide us with timely information. If your data changes, then you should notify us of those changes so that we can keep your records up-to-date.
- 13.3 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. if there is a serious threat to the life, health or safety of an individual or to public health and safety; secrecy provisions under the Anti Money Laundering and Counter Terrorism Financing Laws). If we refuse to give you access to your Personal Information, we will explain why.

- 13.4 You are entitled to edit and correct your Personal Information if it is inaccurate, out of date, incomplete, irrelevant or misleading.
- 13.5 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.

14. Consent

- 14.1 You are agreeing to the terms of this Policy when you visit our premises, use our website or accept the terms and conditions for the supply of a product or service from us which refers to this Policy.
- 14.2 We reserve the right to modify this Policy as our business needs may require. 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. If you do not agree to our continued use of your Personal Information due to the changes in this Policy, please contact us via the details set out at the end of this document.

15. We reserve our rights

We reserve the right to disclose or use information as permitted by the Privacy laws in circumstances other than those set out in this Policy.

16. Effective Date

This Policy is effective with respect to all Personal Information that we have collected to date.

17. Resolving Privacy Complaints

- 17.1 We have put in place an effective mechanism and procedure to resolve privacy complaints. We will ensure that all complaints are dealt with in 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.
- 17.2 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.
- (a) Phone: 0406 114 937
 - (b) Email: zoec@cscgroup.org.au
 - (c) Post: PO Box 42, Morayfield QLD 4506
- Please mark your correspondence to the attention of the Privacy Policy Manager.
- 17.3 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
- 17.4 We will keep a record of the complaint and any action taken in a privacy register.