

BEAR RENTALS Privacy Policy

1 Information Collection

- 1.1 BEAR RENTALS will not collect personal information unless the information is necessary for one or more of our functions or activities.
- 1.2 BEAR RENTALS will collect personal information only by lawful and fair means and not in an unreasonably intrusive way.
- 1.3 At or before the time (or, if that is not practicable, as soon as practicable after) BEAR RENTALS collects personal information about an individual from the individual, we will take reasonable steps to ensure that the individual is aware of:
 - a) the identity of BEAR RENTALS and how to contact us; and
 - b) the fact that he or she is able to gain access to the information; and
 - c) the purposes for which the information is collected; and
 - d) the organisations (or the types of organisations) to which we usually disclose information of that kind; and
 - e) any law that requires the particular information to be collected; and
 - f) the main consequences (if any) for the individual if all or part of the information is not provided.
- 1.4 If it is reasonable and practicable to do so, BEAR RENTALS will collect personal information about an individual only from that individual.
- 1.5 If BEAR RENTALS collects personal information about an individual from someone else, we will take reasonable steps to ensure that the individual is or has been made aware of the matters listed in subclause 1.3 except to the extent that making the individual aware of the matters would pose a serious threat to the life or health of any individual.
- 1.6 BEAR RENTALS will collect each website user's IP address and a list of pages visited. This information may be analysed in aggregate and will be used for business improvement. It may also be provided to business partners and advertisers.
- 1.7 Cookies are small pieces of data stored on a user's computer hard drive when a website is accessed. BEAR RENTALS relies on cookies to preserve the identity you have created while logged on. If you choose to not accept cookies, you cannot participate as a Site Member and will not have access to the BEAR RENTALS site.

2 Use and Disclosure

- 2.1 BEAR RENTALS will not use or disclose personal information about an individual for a purpose ("the secondary purpose") other than the primary purpose of collection unless:
 - a) both of the following apply:
 - (i) the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection;
 - (ii) the individual would reasonably expect us to use or disclose the information for the secondary purpose; or
 - b) the individual has consented to the use or disclosure; or
 - c) if the information is not sensitive information and the use of the information is for the secondary purpose of direct marketing:
 - i) it is impracticable for us to seek the individual's consent before that particular use; and
 - ii) we will not charge the individual for giving effect to a request by the individual

- not to receive direct marketing communications; and
- iii) the individual has not made a request to us not to receive direct marketing communications; and
 - iv) in each direct marketing communication with the individual, we will draw to the individual's attention, that he or she may express a wish not to receive any further direct marketing communications; and
 - v) each written direct marketing communication by us with the individual (up to and including the communication that involves the use) sets out BEAR RENTALS's business address and telephone number and, if the communication with the individual is made by fax, email or other electronic means, a number or address at which the BEAR RENTALS can be directly contacted electronically; or
- d) if the information is health information and the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety:
- i) it is impracticable for the organisation to seek the individual's consent before the use or disclosure; and
 - ii) the use or disclosure is conducted in accordance with guidelines approved by the Commissioner under section 95A of the the Privacy Act 1988 (Cth) for the purposes of this subparagraph; and
 - iii) in the case of disclosure – we reasonably believe that the recipient of the health information will not disclose the health information, or personal information derived from the health information; or
- e) we reasonably believe that the use or disclosure is necessary to lessen or prevent:
- i) a serious and imminent threat to an individual's life, health or safety; or
 - ii) a serious threat to public health or public safety; or
- f) we have reason to suspect that unlawful activity has been, is being or may be engaged in, and we use or disclose the personal information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; or
- g) the use or disclosure is required or authorised by or under law; or
- h) we reasonably believe that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:
- i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
 - ii) the enforcement of laws relating to the confiscation of the proceeds of crime;
 - iii) the protection of the public revenue;
 - iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
 - v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.
- 2.2 If BEAR RENTALS uses or discloses personal information under paragraph 2.1(h), we will make a written note of the use or disclosure.

3 Data Quality

BEAR RENTALS will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date.

4 Data Security

- 4.1 BEAR RENTALS will take reasonable steps to protect the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure.
- 4.2 BEAR RENTALS will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under National Privacy Principle 2.

5 Openness

- 5.1 BEAR RENTALS has a set of guidelines clearly expressing our policies on management of personal information. The document is available upon request.
- 5.2 On request by a person, BEAR RENTALS will take reasonable steps to let the person know, generally, what sort of personal information we hold, for what purposes, and how we collect, hold, use and disclose that information.

6 Access and Correction

- 6.1 If BEAR RENTALS holds personal information about an individual, we will provide the individual with access to the information on request by the individual, except to the extent that:
 - a) in the case of personal information other than health information – providing access would pose a serious and imminent threat to the life or health of any individual; or
 - b) in the case of health information – providing access would pose a serious threat to the life or health of any individual; or
 - c) providing access would have an unreasonable impact upon the privacy of other individuals; or
 - d) the request for access is frivolous or vexatious; or
 - e) the information relates to existing or anticipated legal proceedings between the organisation and the individual, and the information would not be accessible by the process of discovery in those proceedings; or
 - f) providing access would reveal our intentions in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
 - g) providing access would be unlawful; or
 - h) denying access is required or authorised by or under law; or
 - i) providing access would be likely to prejudice an investigation of possible unlawful activity; or
 - j) providing access would be likely to prejudice:
 - i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
 - ii) the enforcement of laws relating to the confiscation of the proceeds of crime; or
 - iii) the protection of the public revenue; or
 - iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders;by or on behalf of an enforcement body; or

- k) an enforcement body performing a lawful security function asks us not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.
- 6.2 However, where providing access would reveal evaluative information generated within BEAR RENTALS in connection with a commercially sensitive decision-making process, we may give the individual an explanation for the commercially sensitive decision rather than direct access to the information.
- 6.3 If BEAR RENTALS is not required to provide the individual with access to the information because of one or more of paragraphs 6.1(a) to (k) (inclusive), we will, if reasonable, consider whether the use of mutually agreed intermediaries would allow sufficient access to meet the needs of both parties.
- 6.4 If BEAR RENTALS charges for providing access to personal information, those charges:
- must not be excessive; and
 - must not apply to lodging a request for access.
- 6.5 If BEAR RENTALS holds personal information about an individual and the individual is able to establish that the information is not accurate, complete and up-to-date, we will take reasonable steps to correct the information so that it is accurate, complete and up-to-date.
- 6.6 If the individual and BEAR RENTALS disagree about whether the information is accurate, complete and up-to-date, and the individual asks us to associate with the information a statement claiming that the information is not accurate, complete or up-to-date, we will take reasonable steps to do so.
- 6.7 BEAR RENTALS will provide reasons for denial of access or a refusal to correct personal information.

7 Identifiers

- 7.1 BEAR RENTALS will not adopt as its own identifier of an individual an identifier of the individual that has been assigned by:
- an agency; or
 - an agent of an agency acting in its capacity as agent; or
 - a contracted service provider for a Commonwealth contract acting in its capacity as contracted service provider for that contract.
- 7.2 BEAR RENTALS will not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in subclause 7.1, unless:
- the use or disclosure is necessary for us to fulfil our obligations to the agency; or
 - one or more of paragraphs 2.1(e) to 2.1(h) (inclusive) apply to the use or disclosure; or
 - the use or disclosure is by a prescribed organisation of a prescribed identifier in prescribed circumstances.
- 7.3 In this clause:
"identifier" includes a number assigned by an organisation to an individual to identify uniquely the individual for the purposes of the organisation's operations. However, an individual's name or ABN (as defined in the *A New Tax System (Australian Business Number) Act 1999*) is not an identifier.

8 Anonymity

Wherever it is lawful and practicable, individuals must have the option of not identifying themselves when entering transactions with BEAR RENTALS.

9 **Transborder Data Flows**

BEAR RENTALS may transfer personal information about an individual to someone (other than the organisation or the individual) who is in a foreign country only if:

- a) we reasonably believe that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the National Privacy Principles; or
- b) the individual consents to the transfer; or
- c) the transfer is necessary for the performance of a contract between the individual and us or for the implementation of pre-contractual measures taken in response to the individual's request; or
- d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between us and a third party; or
- e) all of the following apply:
 - i) the transfer is for the benefit of the individual;
 - ii) it is impracticable to obtain the consent of the individual to that transfer;
 - iii) if it were practicable to obtain such consent, the individual would be likely to give it; or
- f) we have taken reasonable steps to ensure that the information which we have transferred will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

10 **Sensitive Information**

10. BEAR RENTALS will not collect sensitive information about an individual unless:

- a) the individual has consented; or
 - b) the collection is required by law; or
 - c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:
 - i) is physically or legally incapable of giving consent to the collection; or
 - ii) physically cannot communicate consent to the collection; or
 - d) if the information is collected in the course of the activities of a non-profit organisation – the following conditions are satisfied:
 - i) the information relates solely to the members of the organisation or to individuals who have regular contact with it in connection with its activities;
 - ii) at or before the time of collecting the information, the organisation undertakes to the individual whom the information concerns that we will not disclose the information without the individual's consent; or
 - e) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.
- 10.1. Despite subclause 10.1, BEAR RENTALS may collect health information about an individual if:
- a) the collection is necessary for any of the following purposes:
 - i) research relevant to public health or public safety;
 - ii) the compilation or analysis of statistics relevant to public health or public safety;

- iii) the management, funding or monitoring of a health service; and
 - b) that purpose cannot be served by the collection of information that does not identify the individual or from which the individual's identity cannot reasonably be ascertained; and
 - c) it is impracticable for us to seek the individual's consent to the collection; and
 - d) the information is collected:
 - i) as required by law (other than this Act); or
 - ii) in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind us; or
 - iii) in accordance with guidelines approved by the Commissioner under section 95A of the Act for the purposes of this subparagraph.
10. If BEAR RENTALS collects health information about an individual in accordance with subclause 10.2, we must take reasonable steps to permanently de-identify the information before we disclose it.
10. In this clause:
"non-profit organisation" means a non-profit organisation that has only racial, ethnic, political, religious, philosophical, professional, trade, or trade union aims.

personal information link-

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#personal_information

individual link –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#individual

organisations –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6c.html#organisation

sensitive information –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#sensitive_information

consent –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#consent

health information –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#health_information

breach –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#breach

enforcement –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#enforcement_body

agency –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#agency

service provider -

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#contracted_service_provider

commonwealth contact –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#commonwealth_contract

a new tax system -

http://www.austlii.edu.au/au/legis/cth/consol_act/antsbna1999470/

privacy principle -

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#national_privacy_principle

commissioner –

http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html#commissioner

this Act or the Act means the Privacy Act 1988 (Cth)–

http://www.austlii.edu.au/au/legis/cth/consol_act/antsbna1999470/

section 95a –

