

PRIVACY POLICY

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

This policy has been drafted having regard to Digital + Technology Collective's obligations under the Australian Privacy Principles (APPs) contained in the Privacy Act 1988, (the Privacy Act) and may be referred to as Digital + Technology Collective's APP Privacy Policy (Privacy Policy). In the context of this Privacy Policy a reference to Digital + Technology Collective 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 Digital + Technology Collective will only collect Personal Information where the information is necessary for Digital + Technology Collective 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 Digital + Technology Collective collects Personal Information primarily to supply employees of member organisations and individuals who obtain Digital + Technology Collective products and services directly from Digital + Technology Collective with information and details of its products and services. Digital + Technology Collective 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 Digital + Technology Collective 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 Digital + Technology Collective 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 Digital + Technology Collective holds about them;
- that individuals should contact Digital + Technology Collective (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 Digital + Technology Collective.

1.5 Where it is not practicable for Digital + Technology Collective to notify individuals of all of the Collection Information before the collection of Personal Information, Digital + Technology Collective will ensure that individuals are notified of the Collection Information as soon as possible after the collection. Digital + Technology Collective 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 Digital + Technology Collective will not collect Sensitive Information from individuals except with express consent from the individual and only where it is necessary for Digital + Technology Collective to collect such information for an activity or function.

1.7 Digital + Technology Collective will not collect Personal Information secretly or in an underhanded way.

1.8 Digital + Technology Collective 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 Digital + Technology Collective 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 Digital + Technology Collective uses Personal Information primarily for the purposes listed in 1.2 above.

2.3 If Digital + Technology Collective 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 Digital + Technology Collective and implemented free of charge.

2.4 Digital + Technology Collective will not use Sensitive Information for Direct Marketing.

2.5 Digital + Technology Collective 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 Digital + Technology Collective will not use Personal Information without taking reasonable steps to ensure that the information is accurate, complete and up to date.

2.7 Digital + Technology Collective 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 Digital + Technology Collective may Disclose Personal Information to related or unrelated third parties if consent has been obtained from the individual.

3.2 Digital + Technology Collective 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 Digital + Technology Collective 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 Digital + Technology Collective is required to disclose Personal Information to law enforcement agencies, government agencies or external advisors Digital + Technology Collective will only do so in accordance with the Privacy Act or any other relevant Australian legislation.

3.5 Digital + Technology Collective 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, Digital + Technology Collective will not Disclose Personal Information otherwise than in accordance with the exceptions set out at 3.1 to 3.6 above.

3.7 Digital + Technology Collective 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 Digital + Technology Collective will review, on a regular and ongoing basis, its collection and storage practices to ascertain how improvements to accuracy can be achieved.

4.2 Digital + Technology Collective 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 Digital + Technology Collective requires employees and contractors to perform their duties in a manner that is consistent with Digital + Technology Collective's legal responsibilities in relation to privacy.

5.2 Digital + Technology Collective 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 Digital + Technology Collective who have a genuine "need to know" as well as "right to know".

5.3 Digital + Technology Collective 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 Digital + Technology Collective will allow its records containing Personal Information to be accessed by the individual concerned in accordance with the Privacy Act.

6.2 Digital + Technology Collective 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 Digital + Technology Collective, as per the details on the back of this document.

6.4 Digital + Technology Collective 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 Digital + Technology Collective 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 Digital + Technology Collective Privacy Officer Level 6 50 Carrington Street Sydney NSW 2000.

7.3 Digital + Technology Collective will endeavour to manage any privacy related complaint efficiently and in a timely manner.

7.4 Digital + Technology Collective websites will contain a prominently displayed privacy statement and will include a copy of this Digital + Technology Collective Privacy Policy.

8. Anonymous Transactions

8.1 Digital + Technology Collective 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. Digital + Technology Collective may however request visitors to provide Personal Information voluntarily to Digital + Technology Collective (for example, as part of a competition or questionnaire).

8.2 Digital + Technology Collective will allow its customers to transact with it anonymously wherever that is reasonable and practicable.

9. Transferring personal information overseas

9.1 Digital + Technology Collective generally does not send information overseas.

9.2 If Personal Information must be sent Digital + Technology Collective overseas for sound business reasons, Digital + Technology Collective 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 Digital + Technology Collective or a Related Body Corporate or those of an independent third party organisation.

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

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

Digital + Technology Collective 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 Digital + Technology Collective.

Updates to this Privacy Policy

Digital + Technology Collective may amend or modify this Privacy Policy without notice by posting the amended privacy Policy to the Digital + Technology Collective website.

Contacting Digital + Technology Collective

If you require further information regarding Digital + Technology Collective's Privacy Policy please email Regulatory Affairs at comply @dtcollective.org.au, telephone 02 9277 5400 or write to Level 17, 600 Bourke St. Melbourne, VIC 3000.

Last updated: 07 July 2017

Digital + Technology Collective: ABN 64 039 920 255

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Acceptance of website Terms & Conditions of Use

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

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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 Digital + Technology Collective, 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.

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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.

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- Under no circumstances should your site use the link to Digital + Technology Collective 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.
- Digital + Technology Collective 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 Digital + Technology Collective.
- No information, in whole or in part, is to be copied from the website without Digital + Technology Collective's prior consent in writing.

Privacy & security.

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

Contact details

Should you have any queries or concerns regarding Digital + Technology Collective's website Terms & Conditions please email comply@adma.com.au, call 02 9277 5400 or write to Level 6, 50 Carrington Street, Sydney NSW 2000.

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