

Privacy Policy

1. OUTLINE

- 1.1 **Scope.** This Privacy Policy, which is subject to the Privacy Act and APPs, regulates how we collect, use and disclose *personal information*.
- 1.2 **Amendment.** We may change, vary or modify all or part of this Privacy Policy at any time in our sole discretion. It is your responsibility to check this Privacy Policy periodically for changes. If we adopt a new Privacy Policy:
- 1.2.1 we will post the new Privacy Policy on the Platforms; and
- 1.2.2 it will then apply through your acceptance of it by subsequent or continued use of the Platform and/or our Products or Services.
- 1.3 **Employee records.** This Privacy Policy does not apply to our acts and practices which relate directly to the employee records of our current and former employees.
- 1.4 **Application.** This policy applies to Chambers Apprenticeship Support Australia Pty Ltd ABN 51 602 702 796 (**CASA**), being an incorporated joint venture between NSW Business Chamber Limited, Victorian Chamber of Commerce and Industry and Apprenticeships Australia Pty Ltd (trading as the Chamber of Commerce and Industry of Western Australia) (**Joint Owners**).

2. PURPOSE

2.1 Primary and Secondary Purposes for collection.

We collect *personal information* from you and, subject to clause 0, you consent to us using your *personal information* (other than *sensitive information*) for the following Primary and Secondary Purposes:

Purpose/Activity	Type of <i>personal information</i>	Basis for use
<p>Products and Services</p> <p>To provide you with information about our various Products and Services (as varied from time to time), assist you to obtain advice and information about Australian Apprenticeships and related matters or any other activities, programs or Services that we may offer that are likely to be of interest to you, including throughout the process of an Australian Apprenticeship and to assess and administer financial assistance that may be available to you by processing and delivering Products and Services requested by you from time to time, including but not limited to:</p> <ul style="list-style-type: none"> • Australian Apprenticeship services supplied to you and placements made under the CASA or related brands and pursuant to applicable terms and conditions 	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Performance of a contract with you • Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to recover debts due to us) • Facilitation of placement services and education

Purpose/Activity	Type of personal information	Basis for use
<p>for the supply of those Services by us to you;</p> <ul style="list-style-type: none"> • Other career related programs and Services offered by us from time to time under the CASA or related brands and pursuant to applicable terms and conditions for the supply of those Services by us to you; • preparing and delivering documents; • managing payments, fees and charges; • collecting and recovering money owed to us; and • verifying your identity 		
<p>Information</p> <p>To provide you with information about the Products or Services you requested and any other products or services which we consider you may be interested in</p>	<ul style="list-style-type: none"> • Identity • Contact • Client • Marketing and Communications 	<ul style="list-style-type: none"> • Performance of a contract with you • Improvement of delivery of Products and Services to you
<p>Customer experience</p> <p>To personalise and customise your experiences with us</p>	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Performance of a contract with you • Improvement of delivery of Products and Services to you
<p>Business Development</p> <p>To help us review, manage or enhance our Products or Services, and develop insights which may be used in reports or other content developed by us</p>	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (e.g. to study how our customers interact with and use our Products and Services, to develop our Products and Services, to grow our business, and to inform our marketing strategy)
<p>Communications</p>	<ul style="list-style-type: none"> • Identity • Contact 	<ul style="list-style-type: none"> • Performance of a contract with you

Purpose/Activity	Type of personal information	Basis for use
To communicate with you, including by email, mobile and in-application notifications	<ul style="list-style-type: none"> • Profile 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (e.g. to resolve any matters that require additional services or attention by us in relation to the Products or Services delivered to you)
Surveys and promotions To conduct surveys or promotions	<ul style="list-style-type: none"> • Identity • Contact • Client • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (e.g. to study how our customers interact with and use our Products and Services, to develop our Products and Services, to grow our business, and to inform our marketing strategy) • Improvement of delivery of Products and Services to you
Payments and Accounts To process payments and administer your account, including to send you account related reminders	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to recover debts due to us)
Complaints To investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to ensure that we continue to deliver Products and Services in accordance with industry best-practice)
Commercial and Technology Service Providers and Partners To work with commercial and technology partners as well as affiliates of repute (whether for profit, economic benefit or otherwise) so that data collected by us and/or them on our behalf may be used by those third parties for commercial, analytic, service provision and/or communication purposes (or otherwise on a basis contemplated by this document)	<ul style="list-style-type: none"> • Identity • Contact • Transaction • Client • Technical • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Enables us to provide third parties with personal information and data so that commercial opportunities and goods and/or services of interest may be offered to you • Enables technology partners to provide us and you with facilitative technology services of relevance to the digital economy • Necessary for our legitimate interests (e.g. to encourage our business and revenue growth)
General Contractors and Service Providers	<ul style="list-style-type: none"> • Identity • Contact 	<ul style="list-style-type: none"> • Performance of a contract with you • Necessary for our legitimate interests

Purpose/Activity	Type of personal information	Basis for use
To provide and store data on third party service providers including <i>JobReady (and JobReady Active)</i> , <i>ZettaGrid</i> and the <i>TYIMS</i> and to transfer personal information to contractors and service providers who assist with providing products and services where <i>JobReady</i> considers it necessary, subject to APP 8 (Cross-border disclosure of personal information) and the GDPR (which assert extra-territorial effect).	<ul style="list-style-type: none"> • Client • Profile 	<ul style="list-style-type: none"> • Legal and regulatory requirement
Receiving Services To receive services from you or the organisation which employs you	<ul style="list-style-type: none"> • Transaction • Client 	<ul style="list-style-type: none"> • Performance of a contract with you • Necessary for our legitimate interests
Employment To help us assess an application submitted by you or on your behalf in relation to your employment	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Profile • Financial 	<ul style="list-style-type: none"> • Performance of a contract with you • Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to determine your suitability for employment with us) • Arranging for payment to you in accordance with your employment contract
General Business and Legal Obligations To lawfully carry out our functions (including but not limited to fulfilment of our role and responsibilities under the Australian Apprenticeships Support Network Provider Operating Program Guidelines and advising employers on likely eligibility for both state and federal funding) and activities and do anything else as required or permitted by any law	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client • Technical • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Legal and regulatory requirement • Necessary for our legitimate interests • Improvement of delivery of Products and Services to you

3. WHAT WE COLLECT

3.1 **Personal Information.** *Personal information* we collect about you may include identification information such as your name, position, address, email address, date of birth, country of birth, gender, driver's licence number, citizenship and residency status, whether you are of Aboriginal or Torres Strait

Islander origin, mobile phone number, business references, details about your business, Australian Business Number, insurance details, rates and fees, your occupation, career history and references, current employment status, educational background and current and previous qualifications, household and personal income information, disabilities, Unique Student Identifier (USI), financial and payment information (including credit card and banking information) and such other information necessary or convenient for delivering our Products and Services. We also may collect additional information as part of our collection of Identity, Contact, Financial, Transaction, Technical, Marketing and Communications, Client and Profile information used for the Primary and Secondary Purposes. Medical practitioner reports are obtained on occasions to support additional financial funding under State and Federal government funded projects and programs. In addition, *personal information* is collected by the respective Federal and State governments in registering such programs.

3.2 **Other information.** We may collect, and you consent to us collecting, information relating to you that is not *personal information*, such as data relating to your activity on our Platforms, including:

- 3.2.1 the Internet Protocol address and a component of the domain name used (e.g. .com or .net);
- 3.2.2 the type of browser and operating system you used;
- 3.2.3 the date and time you visited our Platforms;
- 3.2.4 the web pages or services you accessed at our Website;
- 3.2.5 the time spent on individual pages and our Website overall;
- 3.2.6 which files you downloaded; and
- 3.2.7 information about your computer and Internet connections using cookies.

Under our contract with the Federal Government, all this information is used to determine what access to Federal funding you or an Australian Apprentice may access.

3.3 **Sensitive information.** *Sensitive information* is a special category of *personal information* and includes, but is not limited to, information about your health, race or ethnic origin, political or religious beliefs, membership of a trade union or association, or criminal record. Health information includes *personal information* collected from you in order to provide a health service. We may collect health information and/or medical reports in relation to some Australian Apprentices (where deemed necessary for the purposes of administering State and Federal government funded projects and programs). There are greater restrictions that apply to our collection, storage, use and disclosure of *sensitive information* under the Privacy Act. We will only collect, hold, use or disclose your *sensitive information* with your consent or if you volunteer your *sensitive information* to us. If we collect or hold your *sensitive information* in accordance with this clause, we may disclose such *sensitive information* to our Joint Owners and their Related Bodies Corporate. However, neither us nor our Related Bodies Corporate may use or disclose your *sensitive information* to any Third Party except as required or permitted by law.

3.4 **Information relating to persons under the age of 18 years.** We collect and hold a significant amount of *personal information* and *sensitive information* relating to persons under the age of 18 years. As a result of our participation in State and Federal government funded projects and programs, some of the information we collect includes government identifiers other than Tax File Numbers. Such information is considered under Australian privacy legislation to be of similar sensitivity to information concerning an individual's health and is treated accordingly.

4. HOW WE COLLECT

4.1 **How we collect.** Your *personal information* may be collected:

- 4.1.1 when you complete an application, consent, purchase, account sign-up or similar form via our Platforms or otherwise (and in relation to applications of Australian Apprentices or applications for other State and Federal government funded projects and programs, we may sight and take copies of their previous qualifications to support a current application, which on occasions is

forwarded to respective State Training Authorities. Photo identification is either collected and photocopied or noted as sighted as required by the relevant government provided form;

- 4.1.2 when you complete an application, consent, purchase, account sign-up or similar form via our Platforms or otherwise;
 - 4.1.3 when you register for an event or webinar or provide us with your business card;
 - 4.1.4 when you contact us to submit a query or request (whether in writing, verbally, in hardcopy or electronic format);
 - 4.1.5 when you contact us by telephone, mail, email, fax or face-to-face;
 - 4.1.6 when you post information or otherwise interact with the Platforms;
 - 4.1.7 when you participate in one of our competitions or surveys;
 - 4.1.8 from those who request our Products or Services on your behalf;
 - 4.1.9 from publicly available sources of information;
 - 4.1.10 from government regulators, law enforcement agencies and other government entities;
 - 4.1.11 when you complete an application for, or commence, employment with us;
 - 4.1.12 when negotiating or entering into a contracting relationship with us as an independent contractor or otherwise;
 - 4.1.13 from business contacts, external service providers and suppliers; or
 - 4.1.14 by other means reasonably necessary.
- 4.2 **Third party collection.** Where possible, we collect your *personal information* directly from you. If we collect any *personal information* about you from someone other than you, to the extent not already set out in this Privacy Policy, we will inform you of the fact that we will collect, or have collected, such information and the circumstances of that collection before, at or as soon as reasonably practicable after we collect such *personal information*.
- 4.3 **Authority.** If you provide us with the *personal information* of another individual, without limiting any other provision of this Privacy Policy, you acknowledge and agree that the other individual:
- 4.3.1 has authorised you to provide their *personal information* to us (and you have provided them with a copy of this Privacy Policy); and
 - 4.3.2 consents to us using their *personal information* in order for us to provide our Products and Services.
- 4.4 **Unsolicited information.** If we receive unsolicited *personal information* about you that we could not have collected in accordance with this Privacy Policy and the Privacy Act, we will, within a reasonable period, destroy or de-identify such information received.
- 4.5 **Anonymity.** If you would like to access any of our Products and Services on an anonymous or pseudonymous basis we will take reasonable steps to comply with your request, however:
- 4.5.1 you may be precluded from taking advantage of some or all of our Products and Services; and
 - 4.5.2 we will require you to identify yourself if:
 - a) we are required by law to deal with individuals who have identified themselves; or
 - b) it is impracticable for us to deal with you if you do not identify yourself.
- 4.6 **Destruction.** Subject to a legal requirement to the contrary, we will destroy or de-identify your *personal information* if:
- 4.6.1 the purpose for which we collected the *personal information* from you no longer exists or applies; or
 - 4.6.2 you request us to destroy your *personal information*,

and we are not required by law to retain your personal information.

- 4.7 **Website and Google Analytics.** Information we collect may include:
- 4.7.1 the Internet Protocol address and a component of the domain name used (e.g. .com or .net);
 - 4.7.2 the type of browser and operating system you used;
 - 4.7.3 the date and time you visited our Platform(s);
 - 4.7.4 the web pages or services you accessed on our Platform(s);
 - 4.7.5 the time spent on individual pages and our Platform(s) overall;
 - 4.7.6 which files you downloaded; and
 - 4.7.7 information about your computer and Internet connections using cookies (see clause 4.8 below).

We have integrated Google Analytics into the Platforms (see <http://www.google.com/analytics/> for details). We use Google Analytics Demographics and Interest Reports to obtain a more detailed understanding of our Platforms users and their potential needs. Data collected from such reports may be used to more accurately target marketing and advertising campaigns based on demographic information and more generally for the Primary Purposes and Secondary Purposes detailed in this Privacy Policy. We do not collect *personal information* about individuals by such methods; only aggregate data is collected and used for planning purposes.

- 4.8 **Cookies.** We may use 'cookie' technology to assist us to determine in the aggregate the total number of visitors to the Platforms on an ongoing basis and the types of internet browsers and operating systems used by users of the Platforms. This information is used to enhance the usability and functionality of our Platforms and for marketing, advertising and analytic purposes.

5. USE

- 5.1 **Primary use.** We will only use and disclose your *personal information*:
- 5.1.1 for purposes which are related to the Primary and Secondary Purposes; or
 - 5.1.2 if we otherwise get your consent to do so,
- in accordance with this Privacy Policy and the Privacy Act.
- 5.2 **Reasonable uses.** We will not use your *personal information* for any purpose for which you would not reasonably expect us to use your *personal information*.
- 5.3 **Third parties.** You consent to us providing your *personal information* (other than *sensitive information*) to commercial and technology partners as well as affiliates of repute and our Joint Owners and their Related Bodies Corporate. We may do so for profit or economic benefit and this may include (without limitation) licence arrangements and rights of use in relation to or in connection with direct marketing, analysis, data aggregation and anything else reasonably required or permitted by law. Data collected by us and/or them on our behalf may be used by those third parties for commercial, analytic, service provision and/or communication purposes (or otherwise on a basis contemplated by this document). The provision of such *personal information* to Third Parties and Related Bodies Corporate may be subject to the relevant privacy policies of such third persons.
- 5.4 **Direct marketing.** We may deliver direct marketing communications to you about our Products and Services and any other products or services you might be interested in. If you notify us that you do not want to receive these communications, we will comply with your instruction and will not use your *personal information* for this purpose.
- 5.5 **Right to use.** Subject to any other term of this Privacy Policy, we will only use or disclose your *personal information* for the purposes of direct marketing if:
- 5.5.1 we collected the information from you;
 - 5.5.2 it is reasonable in the circumstances to expect that we would use or disclose the information for direct marketing purposes;

- 5.5.3 we provide you with a simple means to ‘opt-out’ of direct marketing communications from us; and
 - 5.5.4 you have not elected to ‘opt-out’ from receiving such direct marketing communications from us.
- 5.6 **Opt-out.** You may opt-out of receiving direct marketing communications by:
- 5.6.1 checking the relevant box on the form used to collect your *personal information*;
 - 5.6.2 clicking a link on the email communication sent to you; or
 - 5.6.3 contacting us using our contact details set out at clause 11.

6. DISCLOSURE

- 6.1 **How we disclose.** We may disclose *personal information* and you consent to us disclosing such *personal information* (other than *sensitive information*) for purposes which are related to the Primary and Secondary Purposes, or as otherwise set out in this Privacy Policy, including but not limited to:
- 6.1.1 the Department, who may collect your *personal information* for the purpose of administering its programs, and may also disclose your *personal information* to other agencies and relevant Federal and State governments. A copy of the Department’s Privacy Policy can be accessed here: <https://www.dese.gov.au/privacy>;
 - 6.1.2 Third Parties engaged by us to perform functions or provide Products or Services on our behalf;
 - 6.1.3 Third Parties that engage us to provide Products or Services to them;
 - 6.1.4 Third Parties who assist us with a number of our functions and services including but not limited to service providers of technology, data processing, contact centre, archival, delivery, banking, payments, market research, content production, mail outs, marketing and advertising, but only for the purpose of fulfilling those services;
 - 6.1.5 Third Parties engaged to provide online credit card account processing and related services (if applicable). If you pay your accounts online, a secure server is used (**Payment Gateway**). The Payment Gateway encrypts the information you send through our Website. We make no warranty in respect of the strength or effectiveness of that encryption and we are not responsible or liable for events arising from unauthorised access of the information you provide;
 - 6.1.6 your referees and former employers (in relation to employment applications only);
 - 6.1.7 credit agencies;
 - 6.1.8 relevant regulatory bodies in the industry in which we or you operate;
 - 6.1.9 our professional advisors, including our accountants, auditors and lawyers;
 - 6.1.10 our Joint Owners and their Related Bodies Corporate;
 - 6.1.11 persons authorised by you to receive information held by us, which for the avoidance of doubt includes but is not limited to our business partners and sponsors that we may have commercial arrangements with from time to time including Third Parties who we contract with for our independent commercial purposes;
 - 6.1.12 a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law;
 - 6.1.13 a party to a transaction involving the sale of our business or its assets; or
 - 6.1.14 parties you have consented to us disclosing your *personal information* to, or would otherwise reasonably expect us to disclose your *personal information* to.
- 6.2 **Non-identifiable information.** We may share non-personally identifiable information publicly and with our partners (e.g. relevant Third Party suppliers or service providers, publishers, advertisers, sponsors,

or connected sites). For example, we may share information publicly to show trends about the general use of our Products and/or Services.

- 6.3 **Overseas disclosure.** We do not send your *personal information* to overseas recipients.
- 6.4 **GDPR.** If we become aware that you are a citizen of, or are located within, the European Union at the time when we collect *personal information* about you, or at the time when we propose to transfer *personal information* about you overseas, we will take steps to ensure (to the extent relevant) that we comply with Articles 45 to 49 of the GDPR in relation to the transfer of your *personal information* overseas. However, you acknowledge that as we conduct our business from and predominantly within Australia, you are required to provide us with written notice of our need to comply with the European General Data Protection Regulation in relation to your *personal information* if you wish for us to take steps that are not already set out in this Privacy Policy.

7. ACCESS + CORRECTION

- 7.1 **Access.** If you require access to your *personal information*, please contact us using our contact details set out at clause 11. You may be required to put your request in writing and provide proof of identity.
- 7.2 **Exceptions.** We are not obliged to allow access to your *personal information* if:
- 7.2.1 it would pose a serious threat to the life, health or safety of any individual or to the public;
 - 7.2.2 it would have an unreasonable impact on the privacy of other individuals;
 - 7.2.3 the request for access is frivolous or vexatious;
 - 7.2.4 it relates to existing or anticipated legal proceedings between you and us and would not ordinarily be accessible by the discovery process in such proceedings;
 - 7.2.5 it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
 - 7.2.6 it would be unlawful;
 - 7.2.7 denying access is required or authorised by or under an Australian law or a court/tribunal order;
 - 7.2.8 we have reason to suspect that unlawful activity, or misconduct of a serious nature relating to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
 - 7.2.9 it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
 - 7.2.10 it would reveal commercially sensitive information; or
 - 7.2.11 a relevant law provides that we are not obliged to allow access to your *personal information* (e.g. the GDPR).
- 7.3 **Response to access request.** If you make a request for access to *personal information*, we will:
- 7.3.1 respond to your request within a reasonable period after the request is made; and
 - 7.3.2 if reasonable and practicable, give access to the personal information as requested.
- 7.4 **Refusal of access.** If we refuse to give access to the *personal information*, we will give you a written notice that sets out at a minimum:
- 7.4.1 our reasons for the refusal (to the extent it is reasonable to do so); and
 - 7.4.2 the mechanisms available to complain about the refusal.
- 7.5 **Correction.** We request that you keep your *personal information* as current as possible. If you feel that information about you is not accurate or your details have or are about to change, you can contact us using our contact details set out at clause 11.

- 7.6 **Response to correction request.** If you make a request for us to correct your *personal information*, we will:
- 7.6.1 respond to your request within a reasonable period after the request is made; and
 - 7.6.2 if reasonable and practicable, correct the information as requested.
- 7.7 **Refusal to correct.** If we refuse a request to correct *personal information*, we will:
- 7.7.1 give you a written notice setting out the reasons for the refusal and how you may make a complaint; and
 - 7.7.2 take reasonable steps to include a note with your *personal information* of the fact that we refused to correct it.
- 7.8 **EU Restriction.** If you are a citizen of, or are located within, the European Union at the time at which we collect personal data about you, or at the time at which you make a relevant request, we will take steps to ensure that we comply with a request by you to restrict our use of your personal data pursuant to Article 18 of the GDPR. You acknowledge that, depending on the nature of the restriction you request, we may be unable to provide you with some or all of our Products or Services (or any part of any Product or Service) if we comply with your request. In such circumstances, we will advise you of our inability to provide or continue to provide you with the relevant Products or Services, and if you confirm that you would like us to comply with your request, we may terminate a relevant agreement or other document with you in relation to our Products or Services.

8. SECURITY + PROTECTION

- 8.1 **Reasonable protections.** In relation to all *personal information*, we will take all reasonable steps to:
- 8.1.1 ensure that the *personal information* we collect is accurate, up to date and complete;
 - 8.1.2 ensure that the *personal information* we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
 - 8.1.3 protect *personal information* from misuse, loss or unauthorised access and disclosure.
- 8.2 **Security.** We require staff and service providers to respect the confidentiality of *personal information*. We store your *personal information* on a secure server behind a firewall and use security software accessible only by authorised personnel and service providers to protect your *personal information* from unauthorised access, destruction, use, modification or disclosure.
- 8.3 **Obligation to notify.** You must contact us immediately if you become aware of or suspect any misuse or loss of your *personal information*.

9. DATA BREACHES

- 9.1 **Compliance.** We are required to comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act.
- 9.2 **Investigation and assessment.** If we become aware that a Data Breach in respect of *personal information* held by us may have occurred, we will:
- 9.2.1 investigate the circumstances surrounding the potential Data Breach to determine whether a Data Breach has occurred; and
 - 9.2.2 if a Data Breach has occurred, carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an *eligible data breach*.
- 9.3 **Undertaking.** If we become aware that there has been an *eligible data breach* in respect of *personal information* held by us, and the *personal information* relates to you or you are at risk from the *eligible data breach*, we will ensure that either we, or a relevant APP entity that is the subject of the same *eligible data breach*:
- 9.3.1 prepare a statement that complies with subsection 26WK(3) of the Privacy Act;

- 9.3.2 provide a copy of the statement to the Office of the Australian Information Commissioner (OAIC); and
- 9.3.3 if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the statement on the Website and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

10. COMPLAINTS

- 10.1 **Complaint.** If you have a complaint about how we collect, use, disclose, manage or protect your *personal information*, or consider that we have breached the Privacy Act or APPs, please contact us using our contact details set out at clause 11. We will respond to your complaint within 14 days of receiving the complaint.
- 10.2 **Response and resolution.** Once the complaint has been received, we may resolve the matter in a number of ways:
 - 10.2.1 **Request for further information:** We may request further information from you. Please provide us with as much information as possible, including details of any relevant dates and documentation. This will enable us to investigate the complaint and determine an appropriate solution.
 - 10.2.2 **Discuss options:** We will discuss options for resolution with you and if you have suggestions about how the matter might be resolved you should raise these with our Privacy Officer.
 - 10.2.3 **Investigation:** Where necessary, the complaint will be investigated. We will try to do so within a reasonable time frame. It may be necessary to contact others in order to proceed with the investigation. This may be necessary in order to progress your complaint.
 - 10.2.4 **Conduct of our employees:** If your complaint involves the conduct of our employees we will raise the matter with the employees concerned and seek their comment and input in the resolution of the complaint.
- 10.3 **Notice of decision.** After investigating the complaint, we will give you a written notice about our decision.
- 10.4 **OAIC.** You are free to lodge a complaint directly with the OAIC online, by mail, fax or email. For more information please visit the OAIC website at oaic.gov.au.

11. CONTACT

- 11.1 **Correspondence in general regarding this Privacy Policy.** Please forward all correspondence in respect of this Privacy Policy to:
 - Company Secretary
 - Chambers Apprenticeship Support Australia Pty Ltd
 - Level 15, 140 Arthur Street
 - North Sydney NSW 2059
 - Australia
 - P: 1300 363 831
 - E: info@apprenticeshipsupport.com.au
- 11.2 **Correction of personal information.** Individuals may access and correct their personal information by contacting us on 1300 363 831 or in writing to info@apprenticeshipsupport.com.au On occasions, we may request Federal Government approval prior to releasing information.

12. INTERPRETATION + DEFINITIONS

- 12.1 **Personal pronouns.** Except where the context otherwise provides or requires:
 - 12.1.1 the terms **CASA, we, us or our** refers to Chambers Apprenticeship Support Australia Pty Ltd (ACN 602 702 796) being an incorporated joint venture between NSW Business Chamber

Limited, Victorian Chamber of Commerce and Industry and Apprenticeships Australia Pty Ltd (trading as the Chamber of Commerce and Industry of Western Australia); and

12.1.2 the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Products or Services or from whom we collect personal information or data.

12.2 **Italicised terms.** Terms italicised and defined in the Privacy Act have the meaning given to them in the Privacy Act.

12.3 **Defined terms.** In this Privacy Policy unless otherwise provided, the following terms shall have their meaning as specified:

APPs means any of the Australian Privacy Principles set out in Schedule 1 of the Privacy Act.

Australian Apprentice means a person who is: i) employed under a Training Contract that has been registered with, and validated by, their State/Territory Training Authority; and ii) undertaking paid work and structured training which commonly comprises both on and off the job training; and iii) undertaking a negotiated training program that involves obtaining a nationally recognised qualification.

Australian Apprenticeship means the contracted employment and training arrangement between an Australian Apprentice and an employer (you).

Client information includes information about how you use the Products or Services or our website, as well as *personal information* which can include Identity information, Contact information, Financial information, Transaction information and Profile information of you and/or your family members, beneficiaries, employees or employers, or other third persons about whom we need to collect *personal information* by law, or under the terms of a contract we have with you.

Contact information includes billing address, postal address, email address and telephone numbers (these details may relate to your work or to you personally, depending on the nature of our relationship with you or the company that you work for).

Department means the Commonwealth of Australia Department of Employment, Skills, Small and Family Business.

Financial information includes bank account, credit card, banking information and other payment method details, reasonably required details about your business such as Australian Business Number, insurance details, business references.

GDPR means *Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016* (most commonly referred to as the General Data Protection Regulation or GDPR).

Identity information includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, your driver's licence number, job function and position, your employer or department.

JobReady means JobReady Tech Pty Ltd (ABN 47 082 572 192) of Level 1, 35 Saunders Street, Pyrmont, NSW 2009 which is a secure hosting provider.

JobReady Active means a JobReady data base storing personal information relating to Australian Apprentices and employer information.

Marketing and Communications information includes your preferences in receiving marketing from us and your communication preferences. This may include information about events to which you or your colleagues are invited, and your *personal information* and preferences to the extent that this information is relevant to organising and managing those events (for example, your dietary requirements).

NSWBC means NSW Business Chamber Limited (ABN 63 000 014 504) of 140 Arthur Street, North Sydney NSW 2060.

Platforms means all or any of the relevant platforms, electronic interfaces (including the Products) and websites that are owned, provided and/or operated from time to time by us (including but not limited

to the Website), regardless of how those interfaces and websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

Primary and Secondary Purposes means the primary and secondary purposes stated at clause 2.1.

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

Privacy Policy means this privacy policy as amended from time to time.

Products means products that we provide or offer from time to time.

Profile information includes your username and password, your interests, preferences, feedback, survey responses and all other information you provide through your use of the Products or Services, or otherwise through your contact or correspondence with us.

Related Bodies Corporate has the meaning given to that term in the *Corporations Act 2001*(Cth) and in the case of CASA includes the Joint Owners and any entity in which NSWBC has (directly or indirectly) an equity stake of 10% or more, or has a services agreement under which any such person is required to provide for the benefit of the other entity services or deliverables; or is connected to or operates under a brand or trademark (owned or under licence) of NSWBC or persons in which such a stake is held.

Services means in relation to CASA, our apprenticeship support services as well as general business products and services provided through our various Joint Owners, divisions and Related Bodies Corporate, and any other products and services offered or performed by us from time to time.

Technical information includes (as relevant):

- (a) The Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- (b) Information about your visit to our website/Products, such as the full Uniform Resource Locators (URL), clickstream to, through and from our website/Products (including date and time), services viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from a page, any phone number used to call our central switchboard number, and direct dials or social media handles used to connect with our fee earners or other employees; and
- (c) Location data which we may collect through our website/Products and which provides your real-time location in order to provide location services (where requested or agreed to by you) to deliver content or other services that are dependent on knowing where you are. This information may also be collected in combination with an identifier associated with your device to enable us to recognise your mobile browser or device when you return to the website/App. Delivery of location services will involve reference to one or more of the following:
 - (i) the coordinates (latitude/longitude) of your location;
 - (ii) look-up of your country of location by reference to your IP address against public sources; and/or
 - (iii) your Identifier for Advertisers (IFA) code for your Apple device, or the Android ID for your Android device, or a similar device identifier. See our cookie policy for more information on the use of cookies and device identifiers on the website/Apps.

Third Party means any party that is not us or one of our Related Bodies Corporate.

Transaction information includes details about payments to and from you and other associated information.

Website means the websites owned or operated by CASA from time to time, including but not limited to:

(a) www.apprenticeshipsupport.com.au;

and (as may be relevant to CASA) www.skillsroad.com.au and the websites of our Joint Owners and Related Bodies Corporate (where the context requires) and all relevant sub-domains.