

22/11/2016

This document sets out the terms for obtaining an International Driving Permit (IDP) from our Website.

- (i) notify you that your order has been submitted; and
- (ii) dispatch the goods; or
- (b) if your Order is rejected:
  - (i) notify you that it is rejected; and
  - (ii) refund the Purchase Price to the credit card that you paid with.

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## **IDP TERMS OF SALE**

### **1. Acceptance of IDP Terms of Sale**

- 1.1 You agree to the IDP Terms of Sale when you submit an Order on our Website.
- 1.2 Each Order you place will be a separate and binding agreement between you and us with respect to the supply of IDPs.
- 1.3 You consent and agree to us using a Sub Agent to assist in the performance of the Related Services.

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### **2. Validity**

- 2.1 IDPs, subject to the laws, rules, regulations and guidelines of the country of intended travel, are valid for 12 months from purchase unless your domestic drivers licence expires, is suspended, or revoked in the meantime.
- 2.2 You are required to carry your Australian Drivers Licence with your IDP whilst overseas.

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### **3. Order Placement**

- 3.1 You may place an Order to buy an IDP by submitting the electronic Order form on our Website.
- 3.2 When you place an Order you make an offer to buy the IDP and we may accept or reject an Order at our discretion.
- 3.3 You warrant the information provided is correct, accurate and timely when you submit an Order for an IDP.
- 3.4 Your Order is not accepted merely because:
  - (a) you received a notice that we acknowledged your Order;
  - (b) you received a request to confirm your identity or other details; or
  - (c) payment has been charged to your credit card.
- 3.5 We will:
  - (a) if your Order is accepted:

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### **4. Payment**

- 4.1 Prices may change from time to time and the price for the IDP will be listed on the Website.
- 4.2 You must pay us the Purchase Price upon the placement of your Order.
- 4.3 If you pay by credit card, you warrant that your credit card details are true and correct and that you are authorised to charge the relevant credit card.
- 4.4 All prices are in Australian Dollar (\$AUD) unless otherwise indicated.
- 4.5 You will be notified of the applicable GST upon payment.
- 4.6 You agree to indemnify us from and against any loss or damage we suffer in connection with a breach of warranty in sub-clause 4.3.

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### **5. Security**

- 5.1 All credit card transactions are implemented under industry standard Secure Sockets Layer (SSL) protocol with 128-bit encryption.
- 5.2 For credit card transactions we use a third party processor (e.g. PayPal) and/or payment gateway (e.g. Fat Zebra or eWay) that we may change from time to time so that:
  - (a) payments are processed in real time; and
  - (b) we do not have access to your credit card numbers.
- 5.3 We use database management systems to store any Personal Information we collect and it contains security features, such as encryption, firewall and anti-virus, to ensure the protection and integrity of our data.

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### **6. Variation or Cancellation of Orders**

- 6.1 You may request to vary or cancel your Order and

we may accept your request at our absolute discretion.

- 6.2 We cannot vary or cancel any Order where the IDP has already been dispatched.
- 6.3 We cannot consolidate your consecutive or separate Orders into one and delivery fee will apply to each Order.
- 6.4 If we accept your variation request:
- (a) you will pay costs we incur in varying your request including administrative costs;
  - (b) we are not responsible for any delay in supplying the IDP caused by your variation request; and
  - (c) we may cease manufacture and/or supply of the IDP at our absolute discretion, until any variation request is resolved.
- 6.5 If we accept your cancellation request:
- (a) you will pay any costs we incur in cancelling your request including administrative costs;
  - (b) we will refund amount equivalent to Purchase Price less the costs incurred in paragraph 6.5(a).

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## 7. Accuracy of IDP Description

- 7.1 You acknowledge and agree that:
- (a) all pictures and images of the IDP possibly displayed on the Website are for illustration purposes only and the sizes and dimensions of the IDP may differ from the pictures in real life; and
  - (b) you have read all descriptions about the IDP prior to submitting your Order.
- 7.2 You also acknowledge and agree that there may be technical or administrative errors in information including but not limited to the IDPs description, pricing and availability.
- 7.3 We may correct any errors on our Website and if you placed an Order for an IDP that had errors, we may at our discretion:
- (a) inform you of the errors for you to re-submit your Order; or
  - (b) reject your Order and refund the full amount of payment you made.

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## 8. Shipping and Delivery

- 8.1 We will use reasonable endeavours to ensure the IDP is dispatched to you so that you may receive the IDP on or around the Expected Delivery Date.
- 8.2 We do not guarantee that the IDP will be delivered to you by the Expected Delivery Date.
- 8.3 We are not liable for any failure to deliver or delay in delivery beyond our reasonable control.
- 8.4 To the full extent permitted by law, you release us and our employees, agents and subcontractors from any Liability arising from delivery of the IDP after the Expected Delivery Date.

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## 9. Refund and Exchange

- 9.1 We only provide a refund:
- (a) for breach of express warranties we provided in regards to the IDP; and
  - (b) when there is a violation of any other warranties or rights you have under any legislation.
- 9.2 To request a refund you must:
- (a) show your receipt or proof of purchase;
  - (b) return the IDP with in the same condition as they were purchased at your expense; and
  - (c) provide us with information regarding the reason for return.
- 9.3 All refunds for credit cards are made only to the credit card that was used in the Order.
- 9.4 To the fullest extent permitted under the law, we do not accept or provide refunds for an Order except in accordance with this clause.

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## 10. Damaged IDPs

### No Damage Assumed

- 10.1 To the full extent permitted by law, the IDPs are deemed to have been delivered to you and received by you, free from any damage.

### Notification of Damage

- 10.2 When you receive the IDP, you must immediately

inspect the IDP and notify us within 5 days, by email, of any damage to the IDP (including photos of any alleged damage).

#### **Damage Caused by Us**

10.3 We will replace the IDP and send the new IDP to you at our expense.

#### **Damage Caused by You**

10.4 You are responsible for any damage to the IDP caused by you (including by any act or omission) for any reason, including:

- (a) using the IDP contrary to our instructions or directions;
- (b) modifying the IDP; or
- (c) using the IDP for an unintended purpose.

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### **11. Privacy Policy**

11.1 The way in which we collect, securely store and handle your Personal Information is governed by our Privacy Policy below.

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### **12. Warranties and Guarantees**

12.1 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) not otherwise specified in these terms.

#### **Implied Terms**

12.2 This Agreement includes, by implication, only those warranties, conditions and terms that:

- (a) law or legislation implies into this Agreement; and
- (b) law or legislation prohibits the parties from modifying, excluding or contracting away.

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### **13. Limitation of Liability**

13.1 To the fullest extent permitted by law, we are not liable in any way for indirect, special or consequential Liability.

13.2 To the fullest extent permitted by law, our Liability to you for the supply of the IDP is limited to the amount of the Purchase Price you have paid us for the IDP.

13.3 To the fullest extent permitted by law, we are not liable for any consequences resulting from your provision of false, fraudulent or incorrect information

in order to obtain the IDP.

13.4 To the fullest extent permitted by law, our Liability for any breach of any condition, warranty or guarantee (including any condition, warranty or guarantee implied under sub-clause 12.2) is, at our discretion, limited to the lesser of:

- (a) if the breach relates to the IDP:
  - (i) the replacement of the IDP or the supply of equivalent goods;
  - (ii) the payment of the cost of replacing the IDP;
  - (iii) a refund of the Purchase Price you have paid to us in respect of any damaged IDP; and
- (b) if the breach relates to services:
  - (i) re-supplying services;
  - (ii) paying the reasonable costs of re-supplying the services; or
  - (iii) refunding the portion of the Purchase Price that you have paid to us in respect of any services.

13.5 Nothing in this agreement will exclude or limit our ability in respect of any:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation on the part of us;
- (c) matter which it would be illegal or unlawful for us to exclude or limit, or attempt to or purport to exclude or limit, its liability.

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### **14. Indemnity**

14.1 You indemnify us against all losses, Claims, Liabilities and expenses arising out of or in connection with:

- (a) you supplying the IDP to a third party;
- (b) your use of the IDP contrary to any of our instructions or directions; and
- (c) a breach of this Agreement by you or your employees, agents or subcontractors.

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### **15. No Waiver**

#### **Method of Waiver**

15.1 A Party waives a right under this Agreement only by giving written notice that it waives that right.

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### Limitation of Waiver

15.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

### No deemed Waiver

15.3 A right is not impaired or waived by:

- (a) a failure to exercise that right;
- (b) a delay in exercising that right;
- (c) a partial exercise of that right;
- (d) a previous exercise of that right; or
- (e) negotiations between the Parties.

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### 16. Jurisdiction

16.1 This Agreement is governed by the laws of the Australian Capital Territory.

16.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory

16.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

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### 17. Severability

17.1 If all or any part of any provision of this Agreement is invalid or unenforceable, then:

- (a) that provision is severed from this Agreement to the extent necessary to remove the invalidity or illegality; and
- (b) the remaining provision of this Agreement remains valid and enforceable.

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### 18. Survival of Certain Terms

18.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:

- (a) protection of intellectual property;
- (b) post-agreement restraints; and
- (c) guarantees, warranties, indemnities and limitation of liability.

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### 19. Interpretation

19.1 In this Agreement, unless the contrary intention appears:

- (a) a reference to this Agreement or any

instrument includes any variation or replacement of any of them;

- (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- (d) the singular includes the plural and vice versa;
- (e) words of one gender include any gender;
- (f) headings do not affect the interpretation of this Agreement;
- (g) reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- (i) if a Party comprises two or more persons:
  - (i) reference to a Party means each of the persons individually and any two or more of them jointly;
  - (ii) a promise by that Party binds each of them individually and all of them jointly;
  - (iii) a right given to that Party is given to each of them individually; and
  - (iv) a representative, warranty or undertaking by that Party is made by each of them individually;
- (j) a provision must not be construed against a Party only because that Party prepared it;
- (k) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
- (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- (m) another grammatical form of a defined expression has a corresponding meaning;
- (n) the word "include" is used without any limitation;
- (o) the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
- (p) examples are descriptive only and not exhaustive.

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### 20. Definitions

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- 20.1 Unless the context otherwise requires:
- (a) **AAA** means the Australian Automobile Association (AAA).
  - (b) **Agreement** means these IDP Terms of Sale and any schedules and annexures to it, as amended and substituted from time to time.
  - (c) **Australian Consumer Law** means Schedule 2 of *Competition and Consumer Act 2010* (Cth).
  - (d) **Business Day** means a day except a Saturday or Sunday or other public holiday.
  - (e) **Claim** means any claim, suit, action, demand, or right.
  - (f) **Consequential Loss** includes all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.
  - (g) **Expected Delivery Date** means the expected delivery date stated in the Order, or as we notify you from time to time.
  - (h) **GST** has the meaning given in the GST Act.
  - (i) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
  - (j) **IDP** means an International Drivers Permit.
  - (k) **IDP Terms of Sale** means the terms and conditions set out in this document as amended from time to time.
  - (l) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
  - (m) **Order** means the order form (including but not limited to any electronic order form or paper order form) or email request you complete and lodge with us for the manufacture and/or supply of goods.
  - (n) **Party** means a person or entity who executes this Agreement.
  - (o) **Parties** mean all the persons or entities who execute this Agreement.
  - (p) **Purchase Price** means the total price (including freight and GST) for the IDP as specified in your Order.
  - (q) **Related Services** means any services performed in supplying the goods.
  - (r) **Sub Agent(s)** are listed in Table 1 at the end of this Agreement.
  - (s) **We** (with capitals or not) means Australian Automobile Association (AAA) and the words "us" and "our" have corresponding meanings.
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- (t) **Website** means the websites listed in Table 1 found at the end of this Agreement.
  - (u) **You** (with capitals or not) means the user of this Website who places an Order with us and the words "your" and "yours" have the corresponding meaning.

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We are committed to protect your privacy. We provide this privacy policy under the *Privacy Act 1988* (Cth) to provide you details about our practices in relation to the collection, use, disclosure and handling of Personal Information.

- (j) to notify you of vacant positions if you applied for jobs with Us;
- (k) comply with the law or to use your information as permitted under the law; and
- (l) use your information for purposes that are related to the above.

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## PRIVACY POLICY

### 21. Privacy Policy

21.1 This Privacy Policy is governed by the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

21.2 Our Privacy Policy does not create any rights or obligations for either you or us in addition to the those imposed by the *Privacy Act 1988* (Cth).

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### 22. Collection of Personal Information

22.1 We collect Personal Information when you:

- (a) register for membership;
- (b) interact with us through the phone, in person or via email and you provide us your details;
- (c) purchase or subscribe to our products or services;
- (d) subscribe to our mailing list;
- (e) enter our competitions or promotions; or
- (f) apply for positions with Us or you are our contractor.

22.2 We collect Personal Information to:

- (a) improve our products and services;
- (b) provide our product or service to you;
- (c) communicate with you;
- (d) offer you promotional product or market our product that you are interested in;
- (e) keep a record of your order for refund or exchange;
- (f) keep our customer database;
- (g) to investigate any complaints that you make;
- (h) to investigate whether you are in breach of our terms and conditions;
- (i) verify your identity;

22.3 We collect and hold following types of Personal Information:

- (a) your contact details that may include your name, business name, postal address, email address, fax number and phone number;
- (b) optional Personal Information that you consent to provide, including your interests in a particular area, gender or age; and
- (c) optional surveys that provide Personal Information including whether you like our Business or Website and what you like or do not like.

22.4 We will only collect your Personal Information using fair and lawful means.

22.5 We do not store credit card details as we use payment gateways and/or third party processor.

22.6 If we receive unsolicited Personal Information, we may destroy it or ensure that it is de-identified if it is lawful and reasonable to do so.

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### 23. Cookies

23.1 We may, from time to time, use 'cookies' which are small data file placed on your machine or device to store information.

23.2 We use cookies in many ways including:

- (a) authentication cookies that monitor whether you are logged in or not;
- (b) session cookies that allow you to remain logged in and keep track of your activities until the browser shuts down;
- (c) persistent cookies that help us monitor our services by recording your browser activities and they do not expire upon browser shut down; and
- (d) flash cookies to personalise your experience.

23.3 We use cookies for many reasons including but not

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limited to:

- (a) improve the performance by reporting any errors that occur;
- (b) provide statistics about how the Website is used;
- (c) remember settings that you used on our Website;
- (d) identify that you are logged into the Website;
- (e) link to social networks like Facebook and Twitter; and
- (f) provide ads that are tailored to you.

23.4 Please note that although cookies do not generally store Personal Information, they may contain your IP address. However you are effectively anonymous to us because the data are collected in aggregate.

23.5 You may disable and delete cookies in your browser if you do not want us to use cookies but doing so may detract from your enjoyment of our Website.

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## 24. Security

24.1 All credit card transactions are implemented under industry standard Secure Sockets Layer (SSL) protocol with 128-bit encryption.

24.2 For credit card transactions we use a third party processor (e.g. PayPal) and/or payment gateway (e.g. eWay, FatZebra) that we may change from time to time so that:

- (a) payments are processed in real time; and
- (b) we do not have access to your credit card numbers.

24.3 We use database management system to store most of the Personal Information and it contains security features, such as encryption, firewall and anti-virus, to ensure the protection and integrity of our data.

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## 25. Anonymity and Pseudonymity

25.1 You may interact anonymously or by using a pseudonym, for example when you:

- (a) call us;

(b) use our online forums that does not require membership; or

(c) email us,

and you may refuse to give your details.

25.2 You must provide your Personal Information when you:

- (a) purchase goods that require delivery;
- (b) register for membership;
- (c) sign up for mailing list;
- (d) lodge a complaint; and
- (e) are required to provide Personal Information under the law.

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## 26. Disclosure of Personal Information

26.1 We only disclose your Personal Information for purposes that are reasonably related to our Business.

26.2 We will not disclose your Personal Information to third parties for payment, profit or advantage.

26.3 We may disclose your Personal Information to third parties, from time to time, to assist us in conducting our Business, including:

- (a) technology service providers including internet service providers or cloud service providers;
- (b) couriers such as Australia Post;
- (c) data processors that analyse our website traffic or usage for us;
- (d) agents that perform functions on our behalf, such as mailouts, debt collection, marketing or advertising;
- (e) our related bodies corporate; and
- (f) to persons, entities or courts as required under the law.

26.4 We may disclose your Personal Information to third parties:

- (a) to provide the service you wish to use;
- (b) to improve our Business, services, products and Website;

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- (c) to customise and promote our services which may be of interest to you;
  - (d) to comply with or as permitted under the law; or
  - (e) with your consent.
- 26.5 We may disclose your Personal Information to entities located overseas and will use reasonable endeavours to ensure they are subject to similar privacy legislation when handling such information.

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## 27. Direct Marketing to You

- 27.1 We will not send you unsolicited commercial electronic messages in contravention of the *Spam Act 2003* (Cth).
- 27.2 We may use the non-sensitive information you gave us for the purpose of promoting and marketing our Business to you if we:
- (a) use the information that you reasonably expected us to use for promoting and marketing our Business to you; and
  - (b) provide you a simple method to opt-out.
- 27.3 We will not contact you to promote or market our Business if you requested us not to.
- 27.4 We may also disclose your Personal Information to our related entities, including our Sub Agents and their related entities, so they may give you information and offers about products and services offered by them.

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## 28. Accessing and Correcting Your Personal Information

### Accessing Your Personal Information

- 28.1 You may request access to your Personal Information that we hold and we will:
- (a) verify your identity;
  - (b) charge you to cover the cost of meeting your request, if any, but not for the request itself; and
  - (c) within a reasonable period of time, comply with your request.

- 28.2 We may refuse to allow you to access your Personal Information if we are not required to do so under the Australian Privacy Principles.

### Correcting Your Information

- 28.3 You may request to correct your Personal Information that we hold and we will update your Personal Information so that it is up-to-date, accurate, complete, relevant and not misleading.

- 28.4 Members of our Website may change their details online.

### How to Contact Us

- 28.5 If you would like to access or correct your Personal Information, please contact us by:
- (a) email: [aaa@aaa.asn.au](mailto:aaa@aaa.asn.au)  
International inquiries:  
[international@aaa.asn.au](mailto:international@aaa.asn.au)
  - (b) writing to: GPO Box 1555 Canberra 2601ACT; or
  - (c) phone: +61 2 6247 7311

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## 29. Complaints

- 29.1 If you believe we breached the Australian Privacy Principles under the *Privacy Act 1988* (Cth) or a registered Australian Privacy Principles Code, you may lodge a complaint as follows:
- (a) firstly, contact us in writing to the email or postal address in clause 8.5 and include the following in your complaint:
    - (i) your contact details;
    - (ii) section or provision of the Australian Privacy Principles or Code that you believe we breached; and
    - (iii) our practice or policy that you believe breaches the relevant Australian Privacy Principle or Code,
  - (b) and you must allow us a reasonable time, about 30 days, to reply to your complaint; and
  - (c) secondly, you may complain to the Office of the Australian Information Commissioner if:



- (i) you are not satisfied with our response; or
- (ii) we do not respond to you within a reasonable time without sufficient explanation.

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### 30. Definitions and Interpretation

30.1 Unless contrary intention appears:

- (a) **Australian Privacy Principles** means the principles under the Schedule 1 of the *Privacy Act 1988* (Cth).
- (b) **Business** means Australian Automobile Association (AAA) and Sub Agents and related automotive services including but not limited to the supply of IDPs.
- (c) **IDP** means an International Drivers Permit.
- (d) **Personal Information** means personal information as defined under *Privacy Act 1988* (Cth).
- (e) **Sensitive Information** means sensitive information as defined under *Privacy Act 1988* (Cth).
- (f) **Sub Agent(s)** are listed in Table 1 at the end of this Agreement.
- (g) **We** (whether in capitals or not) means Australian Automobile Association (AAA) and Ours have corresponding meanings.
- (h) **Website** the websites listed in Table 1 found at the end of this Agreement.
- (i) **You** (whether in capitals or not) means the user of our Website and Your and Yours have corresponding meanings.

30.2 The word 'include' is used without any limitation.

**Table 1 – Sub Agents**

<b>State or Territory</b>	<b>Sub Agent</b>	<b>Privacy Policy Link</b>	<b>Website Link</b>
Australian Capital Territory	NRMA	<a href="http://www.mynrma.com.au/privacy-policy.htm">http://www.mynrma.com.au/privacy-policy.htm</a>	<a href="https://www.mynrmaidp.com.au">https://www.mynrmaidp.com.au</a>
New South Wales	NRMA	<a href="http://www.mynrma.com.au/privacy-policy.htm">http://www.mynrma.com.au/privacy-policy.htm</a>	<a href="https://www.mynrmaidp.com.au">https://www.mynrmaidp.com.au</a>
Victoria	RACV	<a href="http://www.racv.com.au/wps/wcm/connect/racv/Internet/Footer/privacy">http://www.racv.com.au/wps/wcm/connect/racv/Internet/Footer/privacy</a>	<a href="https://www.internationaldrivingpermits.com.au">https://www.internationaldrivingpermits.com.au</a>
Tasmania	RACT	<a href="http://www.ract.com.au/privacy">http://www.ract.com.au/privacy</a>	<a href="https://www.ractidp.com.au">https://www.ractidp.com.au</a>
South Australia	RAA	<a href="http://www.raa.com.au/about-us/privacy-policy">http://www.raa.com.au/about-us/privacy-policy</a>	TBA
Western Australia	RAC	<a href="https://rac.com.au/about-rac/site-info/privacy">https://rac.com.au/about-rac/site-info/privacy</a>	<a href="https://overseas-license.rac.com.au">https://overseas-license.rac.com.au</a>
Northern Territory	AANT	<a href="http://aant.com.au/wp-content/uploads/2016/05/4643-AANT-PrivacyPolicyBrochure.pdf">http://aant.com.au/wp-content/uploads/2016/05/4643-AANT-PrivacyPolicyBrochure.pdf</a>	TBA
Queensland	RACQ	<a href="https://www.racq.com.au/privacy">https://www.racq.com.au/privacy</a>	TBA