

This document sets out the terms for obtaining a Camping Card International (CCI) from us. .

---

## CCI TERMS OF SALE

---

### 1. Acceptance of CCI Terms of Sale

- 1.1 You agree to the CCI Terms of Sale when you submit an Order to purchase a CCI.
- 1.2 Each Order you place will be a separate and binding agreement between you and us with respect to the supply of CCIs.

---

### 2. Validity

- 2.1 CCIs, subject to the laws, rules, regulations and guidelines of the country of intended travel, are valid for 12 months from purchase.

---

### 3. Order Placement

- 3.1 You may place an Order to buy a CCI by submitting the Order form via post.
- 3.2 When you place an Order you make an offer to buy the CCI 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 a CCI.
- 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:
    - (i) notify you that your order has been submitted; and
    - (ii) dispatch or hand to you 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.

---

### 4. Payment

- 4.1 Prices may change from time to time and the price for the CCI will be listed on the Order form and/or conveyed to you during our correspondence.
- 4.2 You must pay us the Purchase Price once we request same from you.
- 4.3 As you will be paying 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 The sale of a CCI is GST free.
- 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.

---

### 5. Security

- 5.1 All credit card transactions are implemented under industry standard security features of our third party payment gateway provider.
- 5.2 For online credit card transactions we use a third party processor and/or payment gateway 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 to ensure the protection and integrity of our data.

---

### 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 may request that your Order be varied or cancelled. We cannot vary or cancel any Order where the CCI has already been dispatched to you.
- 6.3 We cannot consolidate your consecutive or separate

Orders into one. Each Order will attract a delivery fee should the separate Orders require postage.

6.4 In the event of variation:

- (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 CCI caused by the variation;
- (c) nominated service level times, including but not limited to, processing and/or delivery, nominated from time to time may be effected by the variation and you understand any such timeframe may not apply to a varied Order;
- (d) you will use all reasonable endeavours to provide any requested information within the period of time mentioned in such notice. If no timeframe is nominated, then all information requested must be provided within 3 days of the date of notification;
- (e) failing to abide by the clause 6.4(d) may result in the cancellation of your Order, at your cost; and
- (f) we may cease manufacture and/or supply of the CCI at our absolute discretion, until any variation request is resolved.

6.5 In the event of cancellation:

- (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).

---

## 7. Accuracy of CCI Description

7.1 You acknowledge and agree that:

- (a) all pictures and images of the CCI possibly displayed on the Order form are for illustration purposes only and the sizes and dimensions of the CCI may differ from the pictures in real life; and
- (b) you have read all descriptions about the CCI 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 CCIs description, pricing and availability.

7.3 We may correct any errors and if you placed an Order for an CCI that had errors, we may at our

discretion:

- (a) inform you of the errors for you to re-submit, with regard to clause 6, your Order; or
- (b) reject your Order and refund the full amount of payment you made.

---

## 8. Shipping and Delivery

8.1 We will use reasonable endeavours to ensure the CCI is dispatched to you so that you may receive the CCI on or around the Expected Delivery Date.

8.2 We engage third parties, namely Australia Post and related couriers, to deliver the CCI(s).

8.3 We do not and cannot guarantee the third party delivery of the CCI.

8.4 We do not and cannot guarantee that the CCI will be delivered to you by the Expected Delivery Date.

8.5 We are not liable for any failure to deliver or delay in delivery beyond our reasonable control.

8.6 To the full extent permitted by law, you release us and our employees, agents and subcontractors from any Liability arising from delivery of the CCI.

8.7 Should an issue be experienced relating to the delivery of an CCI, you understand, agree and acknowledge that the issue is with the party mentioned in clause 8.2 and not us.

---

## 9. Refund and Exchange

9.1 We only provide a refund:

- (a) for breach of express warranties we provided in regards to the CCI;
- (b) when there is a violation of any other warranties or rights you have under any legislation; or
- (c) if we have incorrectly entered correctly provided information onto your CCI

9.2 To request a refund you must:

- (a) show your receipt or proof of purchase;
- (b) return, at your expense, the CCI in the same condition as they were purchased ; and
- (c) provide us with information regarding the reason for return.

9.3 All refunds will be made directly into the customer named in the Order's nominated bank account.

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.

---

## 10. Damaged CCIs

### No Damage Assumed

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

### Notification of Damage/Incorrect Information

10.2 When you receive the CCI, you must immediately inspect the CCI and notify us within 5 days, by email, of any damage to and/or incorrect information within the CCI (including photos of any alleged damage if sending via email).

10.3 Failure to notify us of the events in clause 10.2 is deemed acceptance of the CCI being given to you and received by you free from any damage and containing all correct information.

### Damage/Incorrect Information Caused by Us

10.4 We will replace the CCI and send the new CCI to you at our expense.

### Damage/Incorrect Information Caused by You

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

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

10.6 You are responsible for the CCI containing incorrect information if you fail to provide us with correct and accurate information on the CCI application form.

---

## 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.

---

## 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.

12.2 You warrant to read, understand and ensure the insurance provided with the CCI is suitable for your intended travels.

12.3 If the insurance mentioned in clause 12.2 is considered insufficient you warrant to obtain your own additional insurances.

12.4 You warrant to indemnify us from any Claim and/or Liability associated with the insurance mentioned in clause 12.2.

### Implied Terms

12.5 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.

---

## 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 CCI is limited to the amount of the Purchase Price you have paid us for the CCI.

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 CCI.

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 12.5) is, at our discretion, limited to the lesser of:

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

- (iii) supplying the services; or 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.

---

#### 14. Indemnity

- 14.1 You indemnify us against all losses, Claims, Liabilities and expenses arising out of or in connection with:
- (a) the insurance provided with a CCI;
  - (b) you supplying the CCI to a third party;
  - (c) your use of the CCI contrary to any of our instructions or directions; and
  - (d) a breach of this Agreement by you or your employees, agents or subcontractors.

---

#### 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.

##### 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.

---

#### 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.

---

#### 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.

---

#### 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.

---

#### 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.

---

## 20. Definitions

20.1 Unless the context otherwise requires:

- (a) **AAA** means the Australian Automobile Association (AAA).
- (b) **Agreement** means these CCI Terms of Sale and any schedules and annexures to it, as amended and substituted from time to time.
- (c) **Business Day** means a day except a Saturday or Sunday or other public holiday.
- (d) **CCI** means a Camping Card International.
- (e) **CCI Terms of Sale** means the terms and conditions set out in this document as amended from time to time.
- (f) **Claim** means any claim, suit, action, demand, or right.
- (g) **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.
- (h) **Expected Delivery Date** means the

expected delivery date stated in the Order, or as we notify you from time to time.

- (i) **GST** has the meaning given in the GST Act.
- (j) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (k) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
- (l) **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.
- (m) **Party** means a person or entity who provides or receives all or part thereof of the Related Services.
- (n) **Parties** mean all the persons or entities who provides or receives all or part thereof of the Related Services..
- (o) **Purchase Price** means the total price (including freight) for the CCI as specified in your Order.
- (p) **Related Services** means any services performed in supplying the goods.
- (q) **We** (with capitals or not) means Australian Automobile Association (AAA) and the words "us" and "our" have corresponding meanings.
- (r) **You** (with capitals or not) means the person who places an Order with us and the words "your" and "yours" have the corresponding meaning.

---

We are committed to protect your privacy. We provide this privacy policy under the *Privacy Act 1988* (Cth) and the European Union General Data Protection Regulation (Regulation (EU) 2016/679) to provide you details about our practices in relation to the collection, use, disclosure and handling of Personal Information.

---

## PRIVACY POLICY

### 21. Privacy Policy

21.1 This Privacy Policy is governed by the Australian

Privacy Principles under the *Privacy Act 1988* (Cth) and where we obtain Personal Information from a data subject of a member state of the European Union, the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (the **EU GDPR**).

---

## 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 and/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;
- (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.

22.3 We collect and hold following types of Personal Information:

- (a) your contact details that may include but are not limited to 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 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 processors.

22.6 If we receive unsolicited Personal Information, we may destroy it if it is lawful and reasonable to do so.

---

## 23. Consent

23.1 You understand and acknowledge that the consent you are to provide when submitting Personal Information is required in order for a CCI to be purchased by and issued to you. Failing to provide consent may result in failure to issue a CCI.

### Withdrawal of Consent

23.2 Consent may be withdrawn by contacting us in accordance with clause 30 of this policy.

23.3 After having received, reviewed and actioned your request, subject to clause 28, your withdrawal of consent will be noted on our system.

23.4 We will use our best commercial endeavours to action your request as soon as possible. However, we note that during the time between receiving your request to processing the withdrawal your Personal Information, you will not hold use liable for the use of your Personal Data during this processing time.

23.5 Personal Information will be marked as 'restricted' between the time of processing your request to withdraw until the actual time of the withdrawal being actioned.

---

## 24. Customer Right to be Forgotten

24.1 In addition to the withdrawal of your consent, you may also contact us to erase your Personal Information.

- 24.2 You may contact us in accordance with Clause 30, to have your Personal Data erased and we will use our reasonable discretion to erase same if:
- (a) the Personal Information provided is no longer necessary in relation to the purpose of the processing of the CCI;
  - (b) you have withdrawn your consent for us to hold your Personal Information;
  - (c) the legal retention period for holding your Personal Information has expired;
  - (d) you object to the use of your Personal Information; or
  - (e) the processing of your Personal Information was not in accordance with the EU GDPR.

---

## 25. Security

- 25.1 We use a database management system to store Personal Information received and it contains security features to ensure the protection and integrity of all data.

---

## 26. Anonymity and Pseudonymity

- 26.1 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.

- 26.2 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.

---

## 27. Disclosure of Personal Information

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

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

- 27.3 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 Business;
- (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.

- 27.4 We may disclose your Personal Information to third parties:

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

- 27.5 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.

- 27.6 We use our every and best endeavours to ensure each third party we directly contract with, in the dealings of Personal Information, are aware of their processor liability provisions under the EU GDPR and also are aware of privacy obligations in the dealings with Personal Information.

---

## 28. Retention of Personal Information

- 28.1 Personal Information held by us is generally held for twelve (12) months after the collection and importation of your Personal Information. Personal Information held for including but not limited to

reporting, fulfilment and marketing are kept for the required statutory period as is only accessible by authorised persons.

- 28.2 Other types of information (i.e. order number, order date etc) relating to the transaction are kept for the statutory required period of time for record keeping.

---

## 29. Direct Marketing to You

- 29.1 We will not send you unsolicited commercial electronic messages in contravention of the *Spam Act 2003* (Cth).
- 29.2 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.
- 29.3 We will not contact you to promote or market our Business if you requested us not to.
- 29.4 We may also disclose your Personal Information to third parties, so they may give you information and offers about products and services offered by them.

---

## 30. Accessing and Correcting Your Personal Information

### Accessing Your Personal Information

- 30.1 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, should your application not be subject to the EU GDPR; and
  - (c) within a reasonable period of time, comply with your request.
- 30.2 We may refuse to allow you to access your Personal Information if we are not required to do so under the Australian Privacy Principles, therefore meaning your application is not subject to the EU GDPR.

## Correcting Your Information

- 30.3 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.

## How to Contact Us

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

---

## 31. Complaints

- 31.1 If you believe we breached the Australian Privacy Principles under the *Privacy Act 1988* (Cth) or a registered Australian Privacy Principles Code, or the EU GDPR, you may lodge a complaint as follows:
- (a) firstly, contact us in writing to the email or postal address in clause 30.4 and include the following in your complaint:
    - (i) your contact details;
    - (ii) section or provision of the Australian Privacy Principles or Code or the EU GDPR 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 or our nominated supervisory authority should you be subject to the EUGDPR if:
    - (i) you are not satisfied with our response; or
    - (ii) we do not respond to you within a reasonable time without sufficient explanation.

---

## 32. Personal Information Breach

- 32.1 In the unlikely event of a breach of privacy:
- (a) we employ practices to notify the relevant bodies under the *Privacy Act 1988* (Cth) and the EU GDPR within the required timeframes.
  - (b) We will notify you without undue delay, should it be found the breach places your rights and freedoms at a high risk.

- (e) **Sensitive Information** means sensitive information as defined under *Privacy Act 1988* (Cth).
- (f) **We** (whether in capitals or not) means Australian Automobile Association (AAA) and Ours have corresponding meanings.
- (g) **You** (whether in capitals or not) means the CCI applicant and Your and Yours have corresponding meanings.

---

### 33. Definitions and Interpretation

33.1 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 related automotive services including but not limited to the supply of CCIs.
- (c) **CCI** means a Camping Card International.
- (d) **Personal Information** means personal information as defined under *Privacy Act 1988* (Cth).

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