



International Driving Permit Terms & Conditions and Privacy Policy

Terms and Conditions

Clause	What does it discuss
2	Validity of your IDP: depending on the rules of the country you intend to travel, your IDP is generally valid for 12 months and you must carry your Australian Driver's Licence with you during this time.
3	Your Order: you must provide correct and accurate information in order for us to process your IDP. We reserve the right to accept or reject your order.
4	Payment: our sales agents will notify you of the price of an IDP. If using a credit card to pay, you must have the authority to use that card.
5	Security: please see this clause for information relating to the safety features we implement to keep your information secure.
6	Varying or Cancelling your Order: We are unable to vary/cancel your order once your IDP has been provided to you. Should we be able to vary your IDP, we will notify you, however we will not be responsible for any delay in providing you with the varied IDP. You will be responsible for associated fees to vary/cancel your IDP.
9	Refunds/Exchanges: we only offer refunds/exchanges in very limited circumstances. Please ensure all information provided is accurate. Please see this clause for information we require in the event of a refund/exchange.
10	Damaged IDP: Please notify this sales agency if your IDP is damaged. We will use our reasonable discretion, in accordance with our terms and conditions, when you have notified us of the damage.
13	Limiting our Liability: the level of liability owed by us is limited by the events listed in this clause.
14	Indemnity: Should you use the IDP contrary to its rightful purpose or supply it to a third party, you cannot make a claim against us.

Privacy Policy

Clause	What does it discuss
22	What do we collect and Why: we collect the types of information listed in this clause to provide you with our service, improve our services, keep you up to date on our events and products among other things listed in this clause.
23	Consent: we require your consent to use your information to provide you with the IDP. Your consent may be withdrawn by contacting us in writing.
24	Erase Personal Information: at your request and in accordance with this clause, you may request to have your personal information erased.
28	Disclosing your Personal Information: we do not disclose your information to third parties for payment, profit or advantage. Your information is provided to parties assisting us to provide you with your IDP. We will only provide your information to third parties in accordance with this clause.
29	Keeping your Personal Information: once we have processed and provided your IDP to you, your information is de-identified and stored in accordance with this clause. Other than for reporting purposes, the de-identified information is disposed of 12 months after purchase.
30	Marketing: we may disclose your information to our related entities, so they may give you information and offers about products and services offered by them.
31	Contacting Us: you may contact us via the details listed in this clause.

You can access the full terms and conditions and privacy policy on the AAA website at <https://www.aaa.asn.au/IDP-terms-and-conditions>

10/8/2020

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

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 to purchase an IDP.
- 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 AAA using the Sales Agent to assist in the performance of the Related Services.

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.

3. Order Placement

- 3.1 You may place an Order to buy an IDP by submitting the Order form on the Website or completing an Order form with a Sales Agent.
- 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:
 - (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.

- 3.6 You acknowledge the preferred medium of submission of the Order is via the Website and secondly via registered post/courier (whether domestic or international).

- 3.7 Should you elect to submit the Order via electronic mail (e-mail), you undertake to hold us harmless and accept all risks and consequences of doing so.

4. Payment

- 4.1 Prices may change from time to time and the price for the IDP will be listed on the Website and conveyed to you at our Sales' Agents shopfronts.
- 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 The sale of an IDP 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 available at our Sales' Agents shopfronts and online contains Secure Sockets Layer (SSL) protocol with 128-bit encryption.
- 5.2 For online 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.

5.4 Should you submit your Order via electronic mail (**e-mail**) you:

- (a) acknowledge that there are risks in sending personal information via email;
- (b) will accept those risks when you submit your Order;
- (c) understand that your Order may not reach us;
- (d) understand there may be delays in processing your Order;
- (e) undertake to ensure we have received your Order.

5.5 We make no representation, express nor implied, that submitting the Order via e-mail is secure.

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 IDP has already been dispatched or already provided 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 IDP 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 IDP 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 IDP Description

7.1 You acknowledge and agree that:

- (a) all pictures and images of the IDP possibly displayed on the Website or a Sales Agent's shopfront 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 or a Sales Agent's shopfront 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, with regard to clause 6, your Order; or
- (b) reject your Order and refund the full amount of payment you made.

8. Website Ordered IDPs - 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 engage third parties, namely Australia Post and related couriers, to deliver the IDP(s).
- 8.3 We do not and cannot guarantee the third party delivery of the IDP.
- 8.4 We do not and cannot guarantee that the IDP 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 IDP.
- 8.7 Should an issue be experienced relating to the delivery of an IDP, 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 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, at your expense, the IDP in the same condition as they were purchased ; 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.

10. Damaged IDPs

No Damage Assumed

- 10.1 To the full extent permitted by law, the IDPs are deemed to have been given 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 the relevant Sales Agent within 5 days, by email or in person, of any damage to the IDP (including photos of any alleged damage if sending via email).

Damage Caused by Us

- 10.3 The relevant Sales Agent will replace the IDP and either hand to you when you present at a shop front or send the new IDP to you at the relevant Sales Agent's 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.

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.

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.

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

10/8/2020

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.

13.6 To the fullest extent permitted by law, we are not liable for any consequences resulting from your submission of your Order via electronic mail (e-mail), this includes without limitation, loss or interference of personal information and delays with your Order.

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.

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

10/8/2020

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

- (n) expression has a corresponding meaning; 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 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 digital or electronic order form or paper order form, or any such form submitted by way of e-mail) 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 provides or receives all or part thereof of the Related Services.

10/8/2020

- (o) **Parties** mean all the persons or entities who provides or receives all or part thereof of the Related Services..
- (p) **Purchase Price** means the total price (including freight) for the IDP as specified in your Order.
- (q) **Related Services** means any services performed in supplying the goods.
- (r) **Sales 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 our Sales Agent(s) and the words "us" and "our" have corresponding meanings.
- (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.

10/8/2020

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 citizen 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 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.

23. Consent

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

Withdrawal of Consent

23.2 Consent may be withdrawn by contacting us in accordance with clause 31 of this policy.

23.3 After having received, reviewed and actioned your request, subject to clause 29, your withdrawal of consent will be noted on our system.

10/8/2020

- 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 31, 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 IDP;
 - (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. Cookies**
- 25.1 When placing an Order for an IDP via the Website, we may, from time to time, use 'cookies' which are small data file placed on your machine or device to store information.
- 25.2 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.
- 25.3 We use cookies for many reasons including but not 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.
- 25.4 Please note that although cookies do not generally store Personal Information, they may contain your IP address. However you are effectively anonymous to us this information cannot be linked to the Personal Information supplied.
- 25.5 We have obtained your consent to the use of particular types of cookies which may deal with Personal Information. The types of cookies the online IDP platform uses include but are not limited to:
- (a) Session identifier cookies which are necessary to provide you with our services. To the best of our knowledge they do not store Personal Information and cannot be used to track your behaviour across sites. They contain a session identifier which is used to maintain sessions between page loads.
 - (b) Third party Analytics cookies and/or other tracking cookies. We understand these types of cookies to be able to track your behaviour across sites.
 - (i) These analytics and tracking platforms can be used to collect information such as IP addresses, geo location and user behaviour. We recommend you visit the Google Analytics Privacy Policy for more information.
- 25.6 You may disable and delete cookies in your browser if you do not want us to use cookies but doing so may detract from the correct functioning of our

10/8/2020

Website, which may result in the inability to order and subsequently purchase an IDP online.

and you may refuse to give your details.

26. Security

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

26.2 For online 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.

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

26.4 Should you submit any Personal Information when submitting the Order via electronic mail (**e-mail**) you:

- (a) acknowledge that there are risks in sending Personal Information via email;
- (b) will accept those risks when you submit your Order;
- (c) understand that your Order may not reach us;
- (d) understand there may be delays in processing your Order;
- (e) undertake to ensure we have received your Order.

26.5 We make no representation, express nor implied, that submitting the Order with your Personal Information via e-mail is secure.

27. Anonymity and Pseudonymity

27.1 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,

27.2 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.

28. Disclosure of Personal Information

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

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

28.3 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.

28.4 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;
- (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

10/8/2020

- (e) with your consent.
- 28.5 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.
- 28.6 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.
- 29. Retention of Personal Information**
- 29.1 Personal Information held by us on the online IDP platform is de-identified three (3) 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.
- 29.2 This de-identified Personal Information is no longer kept 12 months after the date of collection, provided that information is not required to be kept for reporting purposes.
- 29.3 Other types of information (i.e. order number, order date etc) relating to the transaction are kept and are not de-identified for the statutory required period of time for record keeping.
- 30. Direct Marketing to You**
- 30.1 We will not send you unsolicited commercial electronic messages in contravention of the *Spam Act 2003* (Cth).
- 30.2 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.
- 30.3 We will not contact you to promote or market our Business if you requested us not to.

- 30.4 We may also disclose your Personal Information to our related entities, including our Sales Agents and their related entities, so they may give you information and offers about products and services offered by them.

31. Accessing and Correcting Your Personal Information

Accessing Your Personal Information

- 31.1 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.
- 31.2 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

- 31.3 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.
- 31.4 Members of our Website may change their details online.

How to Contact Us

- 31.5 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

32. Complaints

- 32.1 If you believe we breached the Australian Privacy Principles under the *Privacy Act 1988* (Cth) or a

10/8/2020

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 31.5 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.

33. Personal Information Breach

33.1 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.

34. Definitions and Interpretation

34.1 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 Sales 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) **Sales 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 our Sales Agent(s) 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.

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

Table 1 – Sales Agents

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