

# Adventure World - Credit Reporting Policy

Last updated August 2018

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Adventure World (WA) Pty Ltd (ACN 050 217 448) and its Related Bodies Corporate (as defined by the provisions of the *Corporations Act 2001* (Cth)) (**Adventure World**) is committed to protecting the privacy of individuals and their personal information and complies with the *Privacy Act 1988* (Cth) (**Privacy Act**), including the Australian Privacy Principles (**APPs**), Part IIIA of the Privacy Act and the Credit Reporting Privacy Code (**CR Code**).

The Privacy Act and the CR Code contain provisions regarding the use and disclosure of credit information, which applies in relation to the provision of both consumer credit and commercial credit (as defined by the Privacy Act).

This Credit Reporting Policy forms part of, should be read in conjunction with, Adventure World's Privacy Policy which can be found [here](#)

## 1. What is credit information?

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- 1.1 Credit information is information that is taken into consideration when you apply for or use credit that has been provided to you, whether in relation to trade credit offered by Adventure World or by any third party such as a credit provider. Credit information also includes information derived from receiving credit reports about you (defined as "*CP derived information*" under the Privacy Act) and credit eligibility information (as defined under the Privacy Act).
- 1.2 As Adventure World provides terms of payment of accounts which are greater than 7 days, we are considered a credit provider under the Privacy Act in relation to any credit we may provide you (in relation to the payment of your account with us).
- 1.3 Currently, Adventure World does not obtain credit reports or credit information from any credit reporting body, nor disclose any credit information to any credit reporting body. In the event this changes, we will update this Credit Reporting Policy.

## 2. What kinds of credit information do we collect and hold about you?

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- 2.1 In general we will require information from you in relation to your identification, such as your name, address, contact numbers and email address.
- 2.2 We may also collect the following types of information, without limitation:
  - (a) that you have been provided with a credit account, the type and amount of that credit;
  - (b) the details of the credit that you have applied for (and, if applicable, that is provided to you), including but not limited to the dates of any credit contract entered into, the due date for repayment, your repayment history, your default information and any related information;
  - (c) other credit information related to your credit worthiness which is derived by us; and
  - (d) any other credit information considered relevant by Adventure World.
- 2.3 As much as possible or unless otherwise provided under this Credit Reporting Policy, we will collect your information directly from you.

### 3. The purpose for collecting and using your credit information

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- 3.1 We will only use or disclose your credit information for the primary purposes for which it was collected or as consented to or as otherwise set out below.
- 3.2 You consent to us using and disclosing your credit information collected in accordance with paragraph 2, to facilitate a purpose in connection with:
- (a) if required, the verification of your identity;
  - (b) the provision of Adventure World's products and services to you, which shall include but is not limited to:
    - (1) contacting you to discuss your enquiry regarding the products and services Adventure World can provide to you;
    - (2) the administration and management of our products and services, including charging, billing, credit card authorisation and verification, etc;
    - (3) collecting any amounts you may owe us in relation to any credit and dealing with serious credit infringements;
    - (4) assisting you to avoid defaults; and
    - (5) handling any complaints or disputes in relation to any credit facility offered to you;
  - (c) the administration and management of Adventure World and our Related Bodies Corporate, which shall include, but is not limited to:
    - (1) managing the trade or personal credit that we may provide you (particularly where we offer payment for our products and services via instalments); and
    - (2) managing our risks and to help identify and investigate illegal activity, such as fraud;
  - (d) to provide customer service functions, including handling customer enquiries and complaints (which shall include, but is not limited to, any complaints in relation to non-payment of any account with Adventure World);
  - (e) to offer you updates, or other content or products and services that may be of interest to you;
  - (f) our compliance with applicable laws; and
  - (g) any other matters reasonably necessary to continue to provide our products and services to you.

### 4. Disclosure of credit information

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- 4.1 To the extent necessary, you **expressly consent** to Adventure World disclosing your credit information, including any information derived from your credit information, to the following types of organisations outside of Adventure World. Examples of organisations and/or parties that your credit information may be provided to include:
- (a) offshore and Australian service providers, including IT service providers, our contractors and agents, including but not limited to Adventure World's third-party providers who undertake our billing, payment gateway and/or credit services on our

behalf and any companies who assist us in providing our products and services to you

- (b) related entities and Related Bodies Corporate of Adventure World;
  - (c) applicable third parties, where we believe on reasonable grounds that you have committed a serious credit infringement;
  - (d) your financial institution and in some circumstances, our financial institution or other institution through which payment is made to us; and
- 4.2 Your personal information and credit information is disclosed to these organisations and/or parties only in relation to the products or services we provide to you, for a purpose permitted by this Credit Privacy Policy and Adventure World's Privacy Policy or as otherwise informed in a collection notification statement.
- 4.3 We may also use or disclose your personal information and in doing so we are not required to seek your additional consent:
- (a) when it is disclosed or used for a purpose related to the primary purposes of collection detailed above and you would reasonably expect your personal information to be used or disclosed for such a purpose;
  - (b) if we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious or imminent threat to an individual's life, health or safety or to lessen or prevent a threat to public health or safety;
  - (c) if we have reason to suspect that unlawful activity has been, or is being, engaged in; or
  - (d) if it is required or authorised by law.
- 4.4 In the event we propose to use or disclose such personal information other than for reasons set out in this Credit Reporting Policy or as otherwise provided by Adventure World's Privacy Policy, we will first seek your consent prior to such disclosure or use, unless such use or disclosure is otherwise required by law.

## **5. How do we store credit information**

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- 5.1 We will store any credit information you provide to us, or which we obtain about you, with any other personal information we may hold about you, which shall include but is not limited to the use of paper files, electronic files and databases.
- 5.2 As indicated in our Privacy Policy, we may utilise third party service providers who either assist us in the storage of your personal information or undertake services on our behalf which may require them to hold your personal information.

## **6. Overseas disclosure**

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- 6.1 Except as provided by paragraph 6.2, Adventure World does not generally disclose credit information overseas, unless you are conducting business overseas or unless one of the types of organisations listed in paragraph 4.1 is based overseas.
- 6.2 As indicated in our Privacy Policy, we may utilise overseas service providers in relation to personal information (excluding credit information). Please see our Privacy Policy for further details.

## **7. Access to and correction of your credit information**

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- 7.1 You are entitled to have access to your credit information relating to you which we possess, except in some exceptional circumstances provided by law. You are also entitled to edit and correct such information if the information is inaccurate, out of date, incomplete, irrelevant or misleading.
- 7.2 If you would like access to or correct any records of personal information or credit information that we have about you, you are able to access and update that information by contacting us via the details set out at in the next section.
- 7.3 We will need to verify your identity before giving you access to your credit information. If we are unable to agree to your request for access, we will advise you of this in writing.

## **8. Resolving privacy complaints**

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- 8.1 We have put in place an effective mechanism and procedure to resolve privacy complaints. We will ensure that all complaints are dealt with in a reasonably appropriate timeframe so that any decision (if any decision is required to be made) is made expeditiously and in a manner that does not compromise the integrity or quality of any such decision.
- 8.2 If you have any concerns or complaints about the manner in which we have collected, used or disclosed and stored your personal information, please contact us by:
- Telephone: +61 8 9417 9666
  - Email: [feedback@adventureworld.net.au](mailto:feedback@adventureworld.net.au)
  - Post: PO Box 1186, Bibra Lake, Western Australia 6965
- 8.3 Please mark your correspondence to the attention of the Privacy Officer.
- 8.4 In order to resolve a complaint, we:
- (a) will liaise with you to identify and define the nature and cause of the complaint;
  - (b) may request that you provide the details of the complaint in writing;
  - (c) will keep you informed of the likely time within which we will respond to your complaint; and
  - (d) will inform you of the legislative basis (if any) of our decision in resolving such complaint.
- 8.5 We will keep a record of the complaint and any action taken in a Register of Complaints.