

# TRANSPORT PUBLIC BAR- PRIVACY POLICY

This Privacy Policy sets out our commitment to protecting the privacy of personal information provided to us, or otherwise collected by us, offline or online, including through our website and mobile application (Site). In this Privacy Policy we, us or our means [Transport Public Bar (ABN 89 086 515 077)].

## **Personal information**

The types of personal information we may collect about you include:

- your name;
- your contact details, including email address, mailing address, street address and/or telephone number;
- your marital status and/or anniversary;
- your age and/or date of birth;
- your demographic information, such as postcode;
- details of products and services we have provided to you and/or that you have enquired about, and our response to you;
- your browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour;
- information about your access and use of our Site, including through the use of Internet cookies, your communications with our Site, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider;
- additional personal information that you provide to us, directly or indirectly, through your use of our Site, associated applications, associated social media platforms and/or accounts from which you permit us to collect information; and
- any other personal information requested by us and/or provided by you or a third party.]

We may collect these types of personal information directly from you or from third parties.

## **Collection and use of personal information**

We may collect, hold, use and disclose personal information for the following purposes:

- to enable you to access and use our Site, associated applications and associated social media platforms;
- to contact and communicate with you;
- for analytics, market research and business development, including to operate and improve our Site, associated applications and associated social media platforms;
- for advertising and marketing, including to send you promotional information about our products and services and information about third parties that we consider may be of interest to you;
- to consider your employment application.

## **Disclosure of personal information to third parties**

- We may disclose personal information to:
- [third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators;

- our employees, contractors and/or related entities;
- third parties to collect and process data, such as [Google Analytics or other relevant businesses]. This may include parties that store data outside of Australia.

### **Your rights and controlling your personal information**

**Choice and consent:** Please read this Privacy Policy carefully. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

**Information from third parties:** If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

**Restrict:** You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

**Access:** You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information. In certain circumstances, as set out in the Privacy Act 1988 (Cth), we may refuse to provide you with personal information that we hold about you.

**Correction:** If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

**Complaints:** If you believe that we have breached the Australian Privacy Principles and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

**Unsubscribe:** To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

### **Storage and security**

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

### **Cookies and web beacons**

We may use cookies on our Site from time to time. Cookies are text files placed in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your email address or other personally identifiable information. However, they do allow third parties, such as Google and Facebook, to cause our advertisements to appear on your social media and online media feeds as part of our retargeting campaigns. If and when you choose to provide our Site with personal information, this information may be linked to the data stored in the cookie.

We may use web beacons on our Site from time to time. Web beacons (also known as Clear GIFs) are small pieces of code placed on a web page to monitor the visitor's behaviour and collect data about the visitor's viewing of a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

### **Links to other websites**

Our Site may contain links to other websites. We do not have any control over those websites and we are not responsible for the protection and privacy of any personal information which you provide whilst visiting those websites. Those websites are not governed by this Privacy Policy.

### **Amendments**

We may, at any time and at our discretion, vary this Privacy Policy by publishing the amended Privacy Policy on our Site. We recommend you check our Site regularly to ensure you are aware of our current Privacy Policy.

# Transport Public Bar App

## **Terms & Conditions**

1. The Transport Public Bar mobile application (app) is operated by Transit Pty Ltd trading as Transport Public Bar (ABN 89 086 515 077).
2. By applying to register for the Transport Public Bar app and/or downloading, accessing or using the app, you accept these Terms and Conditions.
3. If you do not agree with these Terms and Conditions, you should not use the Service.
4. We can change, suspend or terminate the Service (or any part of it) at any time without prior notice.
5. Registration for the app entitles users to 10% off all purchases at Transport Public Bar. This discount cannot be used in conjunction with any other offer or discount.

## **How to register for the Transport Public Bar app**

6. You must register for the Transport Public Bar app to receive and redeem Promotions and use the app generally.
7. You cannot register for the Transport Public Bar app if you are under 18 years old.
8. You can register for the Transport Public Bar app by downloading and registering in the app to create an account (Account).
9. The information that you provide in registering your Account must be current, correct and complete. You are only able to register and maintain 1 Account and the Account must be in your own name. You must not use another user's Account.
10. Registration is at the discretion of Transport Public Bar, which reserves the right to cancel any membership at any time with or without cause and with or without notice.
11. We may refuse requests to log in to the app if they are the same as or similar to existing log-ins; or are inappropriate, offensive, obscene, abusive, defamatory or illegal; or infringe copyright, contain brand names, company names, or registered trademarks; or contain names of high profile or public figures; or contain words promoting political, religious, social, or economic issues; or use the name of another person.
12. We may ask you to produce identification to confirm your details and eligibility. If you choose not to provide identification we may cancel your Account.
13. You must keep your Account details confidential and you are responsible for any activity on your Account. You must immediately notify us of any unauthorised use of your Account or password or any other security breach. It is your responsibility to request we delete your Account when you no longer wish to be a user.
14. Transport Public Bar app will continue for as long as we decide.
15. If we terminate the Transport Public Bar app, will notify you using the Transport Public Bar app and via email. We will not be liable for the termination of the Transport Public Bar app or loss of your Transport Public Bar app Promotions.
16. We also run other promotions and competitions outside the Transport Public Bar app. They are run in accordance with their own terms and conditions.

## **Promotions**

17. We may conduct surprises, offers, discounts, competitions, incentive programs or offers for Transport Public Bar app users (generally, Promotions). These Promotions are subject to their own terms and conditions as well as these Terms and Conditions.
22. We may offer services, rewards, gifts, prizes or other Promotions to Transport Public Bar app users (Promotions). The Promotions may be provided by us or a third party (Promotion Partner). The nature, quantity, availability and award of Promotions are in our absolute discretion.
18. To redeem a Promotion, you must follow the instructions provided by Transport Public Bar. Any additional costs which may be incurred in redemption of a Promotion, such as travelling to and from Transport Public Bar, are your responsibility.
19. You must redeem a Promotions within the time stated. Otherwise, it will expire. There may be limits on the number of Promotions you can receive, or other conditions such as time of day, day, and availability at Transport Public Bar. Subject to law, these are subject to change without notice.

20. Subject to law and these Terms and Conditions, we are not responsible if a Promotion is or becomes unavailable. Subject to law, we are not responsible for any variation in Promotion or their value.
21. Promotions cannot be used in conjunction with any other Promotion, claim, offer, upgrade, promotion or discount or similar.
22. Transport Public Bar may ask you to provide photo ID to confirm you are the Account holder before you can redeem a Promotion.
23. Promotions must be taken as offered and cannot be sold, transferred, assigned or otherwise dealt with. Promotions are not replaceable if lost or stolen. Promotion will be declared void if stolen, forged, mutilated or tampered with in any way. Promotion are not exchangeable and cannot be taken as cash. We accept no responsibility for any tax implications – you should seek your own financial advice.

### **Sign In**

24. In order to use the Transport Public Bar app in full, you must be a join the Transport Public Bar app. When you create an Account for the app, you accept these Terms and Conditions in relation to the Transport Public Bar app.

### **Promotions & Vouchers**

25. Points can be redeemed for Vouchers via the Transport Public Bar app. The point value of each voucher is stated within the app.

### **General use of the Transport Public Bar app.**

26. You download, install, access and use the Transport Public Bar app at your own risk and cost, including Internet service provider costs.
27. All material and logos on the Transport Public Bar app remain our property.
28. You must not attempt to decompile, reverse engineer, disassemble or otherwise convert the Transport Public Bar app.
29. Use your own judgement when using the Service and take care of your personal safety. In particular, never use the Transport Public Bar app when driving.

### **Privacy**

30. We collect, use and disclose your personal information in accordance with any privacy collection statement that we give you, and as stated in these Terms and Conditions.
31. We collect and use your personal information through the Transport Public Bar app for the purposes disclosed when we collect the information and to allow you to:
  - register an Account,
  - receive and redeem Promotions,
  - otherwise use and interact with the app,and to allow us to:
  - contact you with information about the Transport Public Bar app and Transport Public Bar generally, including special offers, market research or marketing materials via any method;
  - and use and disclose your personal information for other reasonable related purposes.

### **General**

32. We can monitor Account activity. We can terminate or suspend your Account and/or your Transport Public Bar app access in our discretion, including if we see signs of fraud, abuse or suspicious activity, or any breach of these Terms and Conditions. We reserve our rights in the case of any breach of these Terms and Conditions, our rights, or any unlawful activity.
33. If we believe you are using any automated software or other mechanical or electronic automated method to accept receive and/or redeem Promotions, or to take advantage of other promotions, we can suspend or terminate your Account, and/or your Transport Public Bar app access.
34. To the extent permitted by law, we have no liability for any loss or claim that you may suffer or incur as a result of your use of the Transport Public Bar app.

## **Governing Law & Amendments**

35. We may amend these Terms and Conditions, so you should check them from time to time. Your use of our Service, following any changes, is your acceptance of those changes.

## **Contact Details**

You may contact Transport Public Bar via:

- Website: <https://www.transportpublicbar.com.au/>
- Telephone: 03 9654 8808
- Email: [groupbookings@sovhotels.com](mailto:groupbookings@sovhotels.com)

## **Privacy Policy**

### **Information collected and held**

Transport Public Bar collects personal information about you in a number of ways, including; via our websites, social media pages; via our mobile application (app); and when you interact with us and provide personal information by any other means including either physically or electronically (“Collection Channels”). Personal information that Transport Public Bar collects and holds may include your name, email address, postal code, date of birth, phone number, social media handles, photographs of you and other identifying information you choose to provide via a particular Collection Channel. When you use our app, we may also collect personal information about you in the following general categories:

- Usage and preferences: We collect information about how you interact with our app including your preferences and settings that you choose. We may do this through the use of cookies and other similar technologies that uniquely identify you.
- Device information: We may collect information about your mobile device such as the hardware model, operating system, preferred language, unique device identifier and mobile network.
- Other information: We may also collect and log information such as your IP address, access dates and times, browser type and pages visited when you interact with a Website or our app.

In addition to the information listed above, in some cases we may collect personal information about you from third parties, including:

- When you choose to create an account or register for our app using a social media platform such as Facebook or Google;
- When a third party has your consent to disclose your personal information to us, such as when you enter a competition or promotion administered by a third party on our behalf; and;
- When it is otherwise lawful for a third party to disclose your personal information to us.

### **How we collect and holds personal information**

Transport Public Bar will not collect or monitor any personal information about you without your consent including as provided in this privacy policy.

### **Active information collection**

Transport Public Bar may collect your personal information via our Collection Channels when you:

- Make a purchase using our app;
- Participate in any offers, marketing activities and/or promotional activities;
- Contact us or provide us with personal information directly via any medium including a Website, our app, SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email (“Electronic Messages”), social media platforms, mail, telephone and in person;
- Interact with our app for a specific purpose;
- Browse our app generally;
- Sign-up to, or register an account via, any Collection Channel; or

## **Cookies and passive information collection**

As you navigate and access our app, certain information can be passively collected (that is, gathered without you actively providing the information) using various technologies, such as cookies, Internet tags or web beacons, and navigational data collection (log files, server logs, and clickstream data). For example, we may collect information about matters including but not limited to the date, time and duration of visits when using our Application are most commonly accessed. This information is generally not linked to the identity of visitors, except the app accessed via personalised links in an Electronic Message we have sent or where we are able to uniquely identify the device or user accessing our app.

We may combine your anonymous or personal visitor session information or other information collected through tracking technologies with other personal information collected from you from time to time via our Collection Channels, in order to understand and measure your online experiences and to determine what products, promotions and services are likely to be of interest to you. By accessing our app via links in an email we have sent and/or by accessing our app where you have identified yourself, you consent to the collection of such information where it is personal information.

## **Purposes for which we collect, hold, use and disclose personal information**

Personal information collected may be used for a number of purposes connected with our business operations, which include the following primary purposes:

- For the purposes stated on a particular Collection Channel.
- To maintain and improve the functionality of our app to provide better service to our app users, including the compilation and analysis of statistics and trends, the provision of information to you relating to the content available on that app and any transactions conducted via that app
- To fulfil obligations in respect of any sale and purchase contract and/or any other contract between you and Transport Public Bar.
- To manage your purchases and facilitate payment.
- To send you any technical, administrative or legal notices important to our app
- To provide you with information about your transactions (including uploading of, access to, and receipt of, content on our app and purchases undertaken on our app), content, services and products.
- To provide marketing materials and information about our products and services, events, special offers, competitions and promotions via any medium including mail, telephone and, where you have opted in, Electronic Messages or any other form of electronic, emerging, digital or conventional communications channel, or to request your feedback for promotional purposes.
- To maintain our relationship with you.
- To respond to customer enquiries or complaints.
- To obtain opinions or comments about products and/or services and to conduct other market research and development (including to record statistical data for marketing analysis).
- To enter you into and administer promotions.
- To provide, maintain and improve our products and services.
- To customise our app based on your preferences.
- To allow you to use and enjoy the functionality of our app.
- To share with trusted third parties including professional service providers, our related bodies corporate, our franchisees, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents) and agencies
- To share with your social media communities, to the extent allowed by you.

## **Not providing information**

Failure to provide personal information via our Collection Channels may result in you being unable to register for certain products or services, participate in a promotion, access elements of our app. For example, we may be unable to process a payment made with our app, set up an account for you, include you in a promotion, or provide you with upcoming promotion, event or product information and/or accept promotion entries (where applicable).

### **Sharing your personal information**

For the purposes described above, Transport Public Bar may share personal information with trusted third parties including professional service providers, our related bodies corporate, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents) and agencies, either in Australia or overseas countries.

Transport Public Bar uses best endeavours to ensure that any use of this information by trusted third parties including professional service providers, our related bodies corporate, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents) and agencies will comply with this privacy policy.

Trusted third parties including professional service providers, our related bodies corporate, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents) and agencies may be engaged by Transport Public Bar to perform a variety of functions, such as fulfilling orders, conducting market research, processing credit card payments, assisting with promotions, data storage and providing technical services for our app. These companies may have access to personal information if needed to perform such functions. However, these companies may only use such personal information for the purpose of performing that function and may not use it for any other purpose.

Transport Public Bar recognises the trust with which you provide personal information, and except as stated in this privacy policy, such information will not be used or disclosed for any other purposes without consent. However, Transport Public Bar reserves the right to use or disclose any information, including personal information, as needed to satisfy any law, regulation or legal request, to protect the rights or property of Transport Public Bar, any member of a trusted third party, or any member of the public, to protect the integrity of our app, to fulfil your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.

### **Contact by Us and third parties**

Transport Public Bar, our related bodies corporate, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents), either in Australia or overseas, may contact you via Electronic Messages, telephone, post or any other form of electronic, emerging, digital or conventional communications channel using the personal information provided, in respect of the primary purposes for collection of personal information as stated above.

Transport Public Bar does not send advertising or marketing information without obtaining prior consent, for example the consent contained via a particular Collection Channel within this privacy policy. If you receive any form of communication from Transport Public Bar and would like to opt out of receiving any more such communication, you may remove your name from the database by utilising the functional unsubscribe facility. If applicable, you may also nominate your preferred contact methods by following the instructions provided in an electronic message.

Despite removing you from the database from receiving future advertising and marketing information or, if applicable, removing you from particular communication channels as selected by you, Transport Public Bar may send you non-commercial, administrative Electronic Messages which relate to an existing user account. Non-commercial, administrative Electronic Messages may include administrative and transaction confirmations, requests and inquiries or information about a particular Transport Public Bar app account.

If you no longer wish to receive any communications from Transport Public Bar via our app, you may delete the app from your mobile or other device.

### **Ability of others to view information**

Transport Public Bar may provide areas in the app where you can upload user-generated content, post or provide information about yourself, communicate with other users, provide reviews for content, products and/or services or interact with or vote on particular content. This information may become publically available and may be read, collected and used by others outside of a Transport Public Bar or the Transport Public Bar app. Transport Public Bar is not responsible for the conduct of others who may read, collect and use this information.

### **Security of personal information**

Transport Public Bar will endeavour to take all reasonable steps to keep secure any personal information recorded, and to keep this information complete, accurate and up to date. All information is passed through to a secure server using encryption technology and stored on

secure servers that are protected in controlled facilities, which in some cases may be overseas. Transport Public Bar employees and data processors are obliged to respect the confidentiality of any personal information held by Transport Public Bar. However, security of communications over the Internet cannot be guaranteed, and therefore absolute assurance that information will be secure at all times cannot be given. Transport Public Bar will not be held responsible for events arising from unauthorised access to personal information beyond Transport Public Bar reasonable control.

**Disclosure of personal information to overseas recipients**

In some cases, Transport Public Bar may disclose your personal information to overseas recipients.

**Changes to our privacy policy**

From time to time, it may be necessary for Transport Public Bar to change this privacy policy without notice. We may post any changes to this privacy policy on our in app.