



PRIVACY POLICY

Football Federation Australia Limited (**FFA**) recognises that privacy is important and that an individual has the right to control his or her Personal Information. FFA is committed to protecting the privacy of individuals on whom it collects Personal Information.

FFA's Privacy Policy is based on the National Privacy Principles (**NPPs**) in the Privacy Act 1988 (Cth) and governs how FFA handles the personal information it collects, uses, discloses and stores on:

- (a) Football participants, whether they are paid or unpaid, including Players and Officials (**Participants**);
- (b) persons who subscribe to any FFA membership programs, newsletters or promotional offers; or
- (c) persons who purchase tickets to attend National League or National Team matches; (collectively referred to as **Constituents**).

This policy relates to Personal Information on Constituents.

1. COLLECTION

- 1.1 FFA will not collect personal information from a Constituent unless the information is necessary for one or more of FFA's functions or activities.
- 1.2 FFA collects personal information about a Constituent for the following primary purposes:
 - (a) insurance, registration and selection (if the Constituent is a Participant);
 - (b) disciplinary, grievance or dispute resolution through FFA's Grievance Procedure (if the Constituent is a Participant);
 - (c) direct marketing by FFA to a Constituent; and
 - (d) disclosure to FFA's Partners (unless a Constituent has indicated that he or she does not want to receive information on exclusive offers from FFA Partners).
- 1.3 Where it is reasonable and practicable to do so, FFA must collect personal information about Constituents only from the Constituent. Where FFA collects personal information about Constituents from the Constituent, FFA must only do so through any relevant forms approved by FFA from time to time.
- 1.4 If FFA collects personal information about a Constituent from someone other than the Constituent, FFA must take reasonable steps to ensure the Constituent is made aware of the matters listed in clause 1.5, except to the extent that making the individual aware of those matters would pose a serious threat to the life or health of any individual.
- 1.5 At or before the time (or if that is not practicable, as soon as practicable after) FFA collects personal information about a Constituent, FFA must take reasonable steps to ensure that the individual is aware of:
 - (a) the identity of FFA and how to contact it;

- (b) the fact that the Constituent can gain access to the information held on them;
- (c) the purposes for which the information is collected;
- (d) the organisations (or types of organisations) to which FFA usually discloses information of that kind;
- (e) any law that requires the information to be collected; and
- (f) the main consequences (if any) for the Constituent if all or part of the information is not provided.

For the purposes of assisting compliance with this requirement, FFA keeps a register of standard forms containing the required notice for the particular purpose for which the information is collected. Where directed by FFA, clubs and other third parties must use these forms.

2. USE AND DISCLOSURE

2.1 FFA will not use or disclose personal information about a Constituent for a purpose (the **secondary purpose**) other than the primary purpose of collection unless:

- (a) the Constituent has consented to the use or disclosure;
- (b) both of the following apply:
 - (i) the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection; and
 - (ii) the Constituent would reasonably expect FFA to use or disclose the information for the secondary purpose;
- (c) FFA reasonably believes that the use or disclosure is necessary to lessen or prevent:
 - (i) a serious and imminent threat to an individual's life, health or safety; or
 - (ii) a serious threat to public health or public safety;
- (d) FFA has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities;
- (e) the use or disclosure is required or authorised by or under law; or
- (f) FFA reasonably believes that the use or disclosure is reasonably necessary for one or more of the purposes specified in National Privacy Principle 2.1(h) by or on behalf of a law enforcement body. If FFA uses or discloses personal information on this basis, it must make a written note of the use or disclosure.

2.2 FFA may use the personal information of Constituents for the secondary purpose of direct marketing by FFA's State Federations and National League Clubs if FFA has the consent of the Constituent for such use. In other cases, if the information is not sensitive information, FFA may use the information for the secondary purpose of direct marketing only if the following are satisfied:

- (a) it is impracticable to seek the Constituent's consent before that use;
- (b) FFA will not charge the Constituent for giving effect to a request by that Constituent not to receive direct marketing communications;
- (c) the Constituent has not made a request to FFA not to receive direct marketing communications;
- (d) FFA always prominently displays a notice that the Constituent may express a wish not to receive any further direct marketing communications; and
- (e) each written direct marketing communication by FFA with the Constituent sets out FFA's contact details including business address, telephone and fax numbers, and email address.

2.3 FFA may disclose personal information to ticketing agents, mailhouses or other similar organisations for the purpose of implementing the primary purposes, including implementing ticket requests and communicating Football-related offers. FFA requires

these organisations to keep contact details confidential and only use them for the designated purpose.

- 2.4 Despite clause 2.1, FFA may disclose health information about a Participant to a person who is responsible for that Participant if:
- (a) the Participant:
 - (i) is physically or legally incapable of giving consent to the disclosure; or
 - (ii) physically cannot communicate consent to the disclosure;
 - (b) a natural person (the **carer**) providing a health service for FFA is satisfied that either:
 - (i) the disclosure is necessary to provide appropriate care or treatment of a Participant; or
 - (ii) the disclosure is made for compassionate reasons;
 - (c) the disclosure is not contrary to any wish:
 - (i) expressed by a Participant before a Participant became unable to give or communicate consent; and
 - (ii) of which the carer is aware, or of which the carer could reasonably be expected to be aware; and
 - (d) the disclosure is limited to the extent reasonable and necessary for a purpose mentioned in paragraph (b).
- 2.5 For the purposes of clause 2.4, a person is **responsible** for a Participant if the person is in relation to that Participant:
- (a) a parent or guardian;
 - (b) a child or sibling and at least 18 years old;
 - (c) a spouse or de facto spouse;
 - (d) a relative, at least 18 years old and a member of the Participant's household;
 - (e) exercising an enduring power of attorney granted by the Participant that is exercisable in relation to decisions about the Participant's health;
 - (f) a person who has an intimate personal relationship with the Participant; or
 - (g) a person nominated by the Participant to be contacted in case of emergency.

2.6 In clause 2.5:

child includes an adopted child, a step-child and a foster-child.

parent includes a step-parent, adoptive parent and a foster-parent.

relative means a grandparent, grandchild, uncle, aunt, nephew or niece.

sibling includes a half-brother, half-sister, adoptive brother, adoptive sister, step-brother, step-sister, foster-brother and foster-sister.

3. DATA QUALITY

FFA will take reasonable steps to make sure that the personal information it collects, stores, uses or discloses is accurate, complete and up-to-date.

4. DATA SECURITY

4.1 FFA will take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.

4.2 Where FFA enters into a contract with any person and FFA's personal information about Constituents could be disclosed to or otherwise accessed by the contractor, FFA must include provisions protecting privacy of that information in the contract. FFA General Counsel must be consulted for more specific contractual provisions contemplating the disclosure of FFA's personal information on Constituents to contractors.

- 4.3 FFA will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under clause 2.

5. OPENNESS

- 5.1 FFA must set out in a document clearly expressed policies on its management of personal information. FFA must make the document available to anyone who asks for it and will post the document on its website.
- 5.2 On a Constituent's request, FFA will take reasonable steps to let that Constituent know, generally, what sort of personal information it holds, for what purposes, and how it collects, holds, uses and discloses that information. Generally, all such requests by Constituents should be directed to the FFA General Counsel.

6. ACCESS AND CORRECTION

- 6.1 FFA will provide a Constituent with access to the personal information it holds on that Constituent on request by that Constituent, except to the extent that FFA is not required to do so under NPP 6: Access and Correction.
- 6.2 All requests for access to and/or correction of personal information by a Constituent must be immediately directed to the FFA General Counsel. In assessing the request for access and/or correction, the FFA General Counsel must observe and comply with the procedures in clause 6 of this policy.
- 6.3 Before supplying any personal information to a Constituent FFA must be reasonably satisfied as to the identity of the Constituent (for example, by asking to see the Constituent's driver's licence).

7. IDENTIFIERS

- 7.1 FFA will not adopt as its own identifier an identifier of a Constituent that has been assigned by a Commonwealth government agency or any person on behalf of a Commonwealth agency.

identifier includes a number assigned by an organisation to uniquely identify a Constituent for the purposes of the organisation's operations. However, a Constituent's name is not an identifier.

8. ANONYMITY

Wherever it is lawful and practicable, a Constituent will have the option of not identifying himself or herself when entering transactions with FFA.

9. TRANSBORDER DATA FLOWS

FFA may transfer personal information about a Constituent to someone who is in a foreign country only if:

- (a) that Constituent consents to the transfer;
- (b) the transfer is necessary for the performance of a contract between that Constituent and FFA, or for the implementation of pre-contractual measures taken in response to a Constituent's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of that Constituent between FFA and a third party;
- (d) all of the following apply:
 - (i) the transfer is for the benefit of a Constituent;
 - (ii) it is impracticable to obtain the consent of a Constituent to that transfer; and

- (iii) if it were practicable to obtain such consent, a Constituent would be likely to give it; or
- (e) FFA has taken reasonable steps to ensure that the information that it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the NPPs (for example, by adopting appropriate contractual clauses).

10. SENSITIVE INFORMATION

- 10.1 FFA will not collect sensitive information about a Constituent who is not also a Participant.
- 10.2 FFA will not collect sensitive information about a Participant (except as permitted in NPP 10 of the Privacy Act), unless:
- (a) that Participant has consented;
 - (b) the collection is required by law;
 - (c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where that Participant:
 - (i) is physically or legally incapable of giving consent to the collection; or
 - (ii) physically cannot communicate consent to the collection; or
 - (d) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

11. INQUIRIES PROCEDURE

- 11.1 All complaints and inquiries concerning personal information of a Constituent must be directed to the FFA General Counsel or to privacy@footbballaustralia.com.au. This will ensure that all such matters will be dealt with:
- (a) consistently across FFA (rather than having a series of different approaches across FFA); and
 - (b) in accordance with applicable law, including the Privacy Act.

12. DEFINITIONS AND INTERPRETATION

- 12.1 In this Policy:

Club means any club or team that is from time to time:

- (a) a member of, or affiliated to, FFA or a State Federation or District Association;
- (b) admitted by FFA to field a team in a National League; or
- (c) admitted by FFA to field a team in a National Championships.

Club Official means any personnel involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, consultants, officers and directors.

District Association means a member or district association that is a member of, or affiliated to, a State Federation from time to time.

FFA Partners mean the official partners and suppliers appointed by FFA from time to time, including broadcasters, naming rights sponsors, partners and beverage, playing kit and match ball suppliers.

health information means:

- (a) information or an opinion about:
 - (i) a Constituent's health or a disability (at any time);
 - (ii) a Constituent's expressed wishes about the future provision of health services to a Constituent; or

- (iii) a health service provided, or to be provided, to a Constituent, that is also personal information;
- (b) other personal information collected to provide, or in providing, a health service; or
- (c) other personal information about a Constituent collected in connection with the donation, or intended donation, by that Constituent of his or her body parts, organs or body substances.

Match means any match staged or participated in by FFA, a State Federation, a District Association or a Club or a match that is otherwise sanctioned by or played under the auspices of FFA, including any pre or post season, trial or exhibition match.

Match Official means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FFA or a State Federation or District Association to assume responsibility in connection with a Match.

National Championships means any male and female national championships staged or sanctioned by FFA from time to time, including the National Youth Championships.

National League means the national men's and women's club competitions or tournaments conducted under the auspices of FFA, including the semi finals, preliminary final and grand final and any pre or post season or knockout cup competition conducted, organised or sanctioned by FFA.

National Team means any national team squad selected or nominated by FFA, including the men's and women's senior, under age, Olympics, Futsal and beach Football teams or any other national representative team determined by FFA from time to time.

Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer and director of FFA, a State Federation or a District Association; or
- (c) a member of a council, committee, panel or body constituted by FFA, a State Federation or a District Association.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Player means any person who is, from time to time, registered with, or contracted to, a Club or is selected as a member of a National Team, whether that person is an amateur or professional.

sensitive information means:

- (a) information or an opinion about a Constituent's:
 - (i) racial or ethnic origin;
 - (ii) political opinions;
 - (iii) membership of a political association;
 - (iv) religious beliefs or affiliations;
 - (v) philosophical beliefs;
 - (vi) membership of a professional or trade association;
 - (vii) membership of a trade union;
 - (viii) sexual preferences or practices; or
 - (ix) criminal record,
 that is also personal information; or
- (b) health information.

State Federation means a State or Territory federation or association that is a member or interim member of FFA from time to time.

Team Official means any personnel involved with the management, preparation or participation of a Club (whether paid or unpaid), including the coaches, managers, medical staff (including team or match doctor), physiotherapists, gear persons and other support staff.

- 12.2 Any terms or definitions used but not defined in this Policy have the meaning given to them in the Privacy Act 1988 (Cth).
- 12.3 This Privacy Policy is designed to safeguard privacy and to comply with the law and so may need to be varied or changed by FFA from time to time.