

## **UBI WORLD TV**

### **PRIVACY POLICY**

**Effective as at March 2007**

- 1 This Privacy Policy sets out our policy on the management of your personal information. We are committed to ensuring the proper use of that information. We are also subject to the requirements of the Privacy Act 1988, the Telecommunications Act 1997 and the ACIF Code of Practice for the Protection of Personal Information of Customers of Telecommunications Providers. This Policy may be updated from time to time. The latest Privacy Policy can be accessed at [www.ubiworldtv.com](http://www.ubiworldtv.com)
- 2 This Privacy Policy contains the following important information regarding your relationship with us:
  - a. collection of personal information
  - b. use of personal information
  - c. disclosure of personal information
  - d. information Accuracy
  - e. information Security
  - f. correcting and Accessing personal information
  - g. trans-Border transfer of information
  - h. sensitive information
  - i. disclaimer
- 3 We will only collect personal information that is necessary for one or more of our legitimate functions or activities and will only do so by lawful and fair means and not in an unreasonably obtrusive way.
- 4 We will collect, record and store personal information about you when you register as a subscriber to the Service or when you enter or apply for promotions run by us.
- 5 The personal information collected by us is or may be used:
  - a. For billing purposes;
  - b. To maintain your account;
  - c. To notify you about new products or services from time to time;
  - d. To provide customer support;
  - e. To provide you with products, services or information that you have requested;
  - f. To streamline and personalise your experience while dealing with us; and
  - g. To tailor our information, services or products in order to improve and enhance those services and products we provide for you.
- 6 We may also use personal information for the purpose of direct marketing. However, we may only use your personal information or data in relation to promotional activities where it is impracticable for us to obtain your prior express consent. Whenever we do this we will provide an express opportunity when we first contact you to decline receiving any further marketing communications from us.

- 7 Information collected by us may also be combined and de-identified to provide us with anonymous demographic and usage information. We will then use this aggregated information to develop new and/or more appropriate services and products to offer to customers.
- 8 We will only pass on personal information about you to other companies or people when:
  - a. we need to share your information in order to provide the product or Service you have requested;
  - b. we have your consent to share the information;
  - c. we need to pass on the information to companies that provide programming or work on behalf of, or in conjunction with us, in order to provide a product or service to you;
  - d. we need to pass on the information to companies for the purpose of assessing credit applications;
  - e. we need to pass on the information to companies to ensure you meet your obligations under the Contract;
  - f. we need to pass on information to research houses for the purpose of analysing the Service we provide to you;
  - g. we are required to respond to subpoenas, court orders or any legal process or responsibility.
- 9 If you tell us that you do not wish to have your personal information used or disclosed for a particular purpose we will respect your wishes, unless this is not legally or practicably possible.
- 10 For the purposes of clause 10.8, personal information may be accessed and viewed by authorised information technology consultants and other systems administrators for the sole purpose of maintaining an effective recording and accounting network system.
- 11 We will take reasonable steps to ensure that the personal information we collect, use or disclose is accurate, up to date and complete.
- 12 We will take reasonable steps to protect the security of personal information held by us.
- 13 We only permit personal information to be accessed by authorised personnel.
- 14 We will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose.
- 15 Subject to verification of identity, personal information may be accessed at any time by request of the person to whom the information relates.
- 16 Access to personal information can be obtained only by the person to whom that information relates to and is available by contacting our Customer Care Centre in Australia on 1300 400 800 or in New Zealand on 0800 400 023.

- 17 If we hold personal information relating to a person then that person may request at any time that any or all of that information be changed, updated or corrected.
- 18 In order to provide certain content and subscription services to our customers, we are required from time to time to submit information that may contain personal information to companies, organisations and people outside Australia and New Zealand.
- 19 We will only use personal information in this way if it is necessary to do so in order that we are able to provide you with services and products that you have requested.
- 20 We will take reasonable steps to ensure that the information which we have transferred will not be collected, held, used or disclosed by the recipient of the information for any other purpose other than to assist us with the provision of products or services to our customers.
- 21 We will not collect, use or disclose sensitive information (such as information about political or religious beliefs or racial or ethnic origins) except with your consent.
- 22 Where it is necessary to obtain sensitive information in order to provide products and services in a specific language, we will take all reasonable steps to ensure that this information is used solely for the purposes of providing, improving and enhancing those services.
- 23 We, and this Privacy Policy, may be subject to applicable legislation, regulations and codes of practice. To the extent that this Policy exceeds the minimum obligations under Commonwealth and State legislation, this Policy serves as a documentation of our voluntarily self-imposed standards. While we are determined to meet those standards as best we can, to the extent permitted by law, we are not liable if we do not adhere to any of these standards, for any loss, liability, costs, expense or damage arising as a result of our failing to meet any of the voluntarily self-imposed standards in this Policy.