

Wimmera Motorcycle Co Privacy Statement

This document declares the undertakings by Wimmera Motorcycle Co in relation to its handling of Your Data.

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Data Collection

Wimmera Motorcycle Co undertakes to collect Your Data by means that are:

- fair;
- legal; and
- transparent.

If you visit Wimmera Motorcycle Co web-site, your web-browser automatically discloses, and Wimmera Motorcycle Co web-server automatically logs, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred you to the page, the URL you requested, and whether your request was successful. This data may or may not be sufficient to identify you.

Any additional data that you provide, e.g. in a web-form, may also be logged. This data may or may not be sufficient to identify you.

Any additional data that your web-browser automatically provides may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in '**cookies**' and submits them each time you request a

web-page within a particular domain (such as Wimmera Motorcycle Co.com). This data may or may not be sufficient to identify you.

If you disclose personal data to Wimmera Motorcycle Co in conjunction with an identifier such as your name or your credit-card details, Wimmera Motorcycle Co will collect Your Data. Moreover, any data that becomes available to Wimmera Motorcycle Co through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become Your Data.

Subject to the qualifications immediately below, Wimmera Motorcycle Co undertakes to collect Your Data **from you** and not from other parties. This undertaking is qualified as follows:

- where Wimmera Motorcycle Co reasonably considers that the protection of its financial interests requires that it gather Your Data from other sources, or from additional sources. This applies in particular where Wimmera Motorcycle Co has a lending exposure to you, and seeks information about your creditworthiness;
- where Wimmera Motorcycle Co reasonably considers that its capability to deliver quality services to you will be materially enhanced by gathering Your Data from other sources. This applies in particular to consumer profile data.

Where Wimmera Motorcycle Co collects Your Data from sources other than you, it undertakes:

- to do so only by legal means;
- to do so only with your Consent; and
- to declare to you what sources it uses, and under what circumstances.

Wimmera Motorcycle Co undertakes to declare the **purpose of collection** in a manner which is clear and meaningful, and to avoid vague, highly inclusive statements such as 'to support our operations'.

Data Security

Wimmera Motorcycle Co undertakes to **store** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Wimmera Motorcycle Co undertakes to store Your Data only in **jurisdictions** where data protections are at least equivalent to those required under the OECD Guidelines.

Wimmera Motorcycle Co undertakes to **transmit** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Wimmera Motorcycle Co undertakes to implement appropriate **measures to ensure security of Your Data against inappropriate behaviour by Wimmera Motorcycle Co staff-members and contractors**. These include:

- training for staff in relation to privacy;
- access control, to limit access to Your Data to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour
- clear communication of policies and sanctions; and
- processes to audit, to investigate and to impose sanctions.

Data Use

Use refers to the application of Your Data by any part of Wimmera Motorcycle Co, or any staff-member or contractor of Wimmera Motorcycle Co in the course of their work.

Wimmera Motorcycle Co undertakes to use Your Data only for:

- **the purposes for which it was collected;**
- such other purposes as are **subsequently agreed** between Wimmera Motorcycle Co and You;
- such additional purposes as may be **required by law**. In these circumstances, Wimmera Motorcycle Co will take any reasonable steps available to it to communicate to You that the use has occurred, unless it is precluded from doing so by law; and
- such additional purposes as are **authorised by law** (in particular to protect Wimmera Motorcycle Co interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Wimmera Motorcycle Co or have committed a breach of the criminal law).

Wimmera Motorcycle Co undertakes to use Your Data only if it has **demonstrable relevance** to the particular use to which it is being put.

Wimmera Motorcycle Co undertakes to use Your Data in such a manner as to take into account the possibility that it is not of **sufficient quality for the purpose**, e.g. because it is inaccurate, out-of-date, incomplete, or out-of-context.

Data Disclosure

Disclosure refers to making Your Data available to any party other than Wimmera Motorcycle Co and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

Wimmera Motorcycle Co undertakes to disclose Your Data only under the following circumstances:

- **in the course of business being conducted between You and Wimmera Motorcycle Co**, where disclosure is necessary to a contractor, such as a transport company. Where Your Data is disclosed in this way, Wimmera Motorcycle Co undertakes to exercise control over Wimmera Motorcycle Co contractors to ensure that their actions are compliant with these Terms;
- **in other circumstances that are directly implied by the purpose agreed between You and Wimmera Motorcycle Co** at the time of data collection or subsequently. Where Your Data is disclosed in this way, Wimmera Motorcycle Co undertakes to exercise control over Wimmera Motorcycle Co contractors to ensure that their actions are compliant with these Terms;
- **with your consent**, or at your request;
- **where required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena. In these circumstances, Wimmera Motorcycle Co will take any reasonable steps available to it to communicate to You that the disclosure has occurred, unless it is precluded from doing so by law;
- **where permitted by law** (e.g. the reporting of suspected breach of the criminal law to a law enforcement agency; and in an emergency, where Wimmera Motorcycle Co believes on reasonable grounds that the disclosure of YourData will materially assist in the protection of the life or health of some person), provided that Wimmera Motorcycle Co will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, Wimmera Motorcycle Co undertakes to disclose only such of Your Data as is necessary in the particular circumstances.

Data Retention and Destruction

Subject to the qualifications immediately below, Wimmera Motorcycle Co undertakes:

- to **retain** Your Data only as long as is consistent with its purpose; and
- to **destroy** Your Data when its purpose has expired, and to do so in such a manner that Your Data is not subsequently capable of being recovered.

This undertaking is qualified as follows:

- Your Data may be retained in Wimmera Motorcycle Co **logs, backups and audit trails** within short-term retention cycles that are devised to protect the company's operations. In such cases, Your Data will be destroyed in accordance with those cycles;
- Your Data may be retained beyond the expiry of its purpose if that is **required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, Wimmera Motorcycle Co:
 - will take any reasonable steps available to it to communicate to You that Your Data is being retained, unless it is precluded from doing so by law; and
 - will only retain Your Data while that provision is current, and will then destroy Your Data;
- Your Data may be retained beyond the expiry of its purpose if it is **authorised by law** (in particular to protect Wimmera Motorcycle Co interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Wimmera Motorcycle Co or have committed a breach of the criminal law). In these circumstances, Wimmera Motorcycle Co will only retain Your Data while that situation is current, and will then destroy Your Data.

Access by You to Your Personal Data

Wimmera Motorcycle Co undertakes to provide you with **access** to Your Data, subject to only such conditions and processes as are reasonable in the circumstances. In particular, Wimmera Motorcycle Co undertakes to enable access:

- conveniently;
- without unreasonable delay; and
- without cost.

Wimmera Motorcycle Co undertakes to establish and operate **identity authentication protections for access to Your Data** that are appropriate to its sensitivity, but practical. This may involve some inconvenience; for example, relatively straightforward procedures may be involved in order to provide you with access through a channel that you have previously registered with Wimmera Motorcycle Co (such as a particular email-address), but may impose more onerous procedures if you wish to use some other channel.

In the event that you dispute some aspect of Your Data, Wimmera Motorcycle Co undertakes to take reasonable steps in relation to the **amendment, supplementation or deletion** of Your Data.

You undertake:

- not to seek access for frivolous purposes, or unreasonably frequently;
- to accept that deletion of some data may not be consistent with the provision of particular services by Wimmera Motorcycle Co to you.

Information about Data-Handling Practices

Wimmera Motorcycle Co undertakes to make information available to you about the manner in which Wimmera Motorcycle Co handles your data:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where Your Data is disclosed to a contractor, Wimmera Motorcycle Co undertakes to make information available to you on request about the manner in which Wimmera Motorcycle Co contractors handle your data.

Wimmera Motorcycle Co undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequently; and
 - to accept that the disclosure of excessive detail may harm the security of Your Data and Wimmera Motorcycle Co business processes, and may harm Wimmera Motorcycle Co commercial interests.
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Handling of Enquiries, General Concerns and Complaints

If you have enquiries, general concerns, or complaints about these Terms, or about Wimmera Motorcycle Co behaviour in relation to these Terms, you undertake:

- to **communicate them in the first instance**:
 - to Wimmera Motorcycle Co only;
 - in sufficient detail;
 - through a channel made available by Wimmera Motorcycle Co for that purpose;

Wimmera Motorcycle Co undertakes:

- to provide one or more **channels for communications** to Wimmera Motorcycle Co, which are convenient to users;
- to promptly provide **acknowledgement** of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and Wimmera Motorcycle Co reference-code for the communication;
- to promptly provide **a response** to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue Wimmera Motorcycle Co through any **Regulator or the media**:

- until and unless Wimmera Motorcycle Co has had a reasonable opportunity to respond to the initial communication; and
- while Wimmera Motorcycle Co and you are conducting a meaningful dialogue about the matter.

Enforcement

Wimmera Motorcycle Co declares that its undertakings in these Terms are intended to create **legal obligations**, and that those obligations are intended to be **enforceable** under appropriate laws in appropriate jurisdictions. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

You undertake to seek enforcement only in a **jurisdiction** that is relevant to the transactions that have taken place between You and Wimmera Motorcycle Co, in particular the jurisdiction in which you live or in which you performed the relevant acts, and the jurisdiction in which Wimmera Motorcycle Co is domiciled or performed the relevant acts.

Changes to These Privacy Undertakings

Wimmera Motorcycle Co undertakes:

- not to unilaterally make any material change to these Terms in a manner that reduces the protections for Your Data;
- to take all practicable steps to prevent any company that acquires this company or any of its relevant assets from materially changing the Terms applicable to Your Data in a manner that reduces the protections for Your Data;
- where it is considering making changes to these Terms, or creating more specific Terms relating to specific services, to consult with appropriate representative and advocacy organisations;
- where it makes changes to these Terms, to ensure that the differences between successive versions are readily accessible;
- to maintain all prior versions of these Terms in such a manner that they are dated, and readily accessible.

Definitions

Wimmera Motorcycle Co means Wimmera Motorcycle Co, 82-84 McPherson Street, HORSHAM, VIC, 3400.

Your Data means data that is capable of being associated with you, whether or not it includes an explicit identifier such as your name or customer number. In particular, it encompasses all data that Wimmera Motorcycle Co is capable of correlating with you, using such means as server-logs and cookie-contents.

Your Data does not refer to data that can no longer be associated with you. This includes aggregated data that does not and cannot identify the individuals whose data are included in the aggregation.

Consent means your concurrence with an action to be taken by Wimmera Motorcycle Co. Consent may be express or implicit, but in either case must be informed and freely-given.