

Privacy Policy

1. ABOUT THIS POLICY

- 1.1 **Scope.** This Privacy Policy, which is subject to the Privacy Act and APPs, regulates how we collect, use and disclose *personal information*.
- 1.2 **Amendment.** We may change, vary or modify all or part of this Privacy Policy at any time in our sole discretion. It is your responsibility to check this Privacy Policy periodically for changes. If we adopt a new Privacy Policy:
- 1.2.1 we will post the new Privacy Policy on the applicable Platforms; and
- 1.2.2 it will then apply through your acceptance of it by subsequent or continued use of the Platform and/or our Services.

2. PURPOSE

2.1 Primary and Secondary Purposes.

We collect *personal information* from you and, subject to clause 3.3, you consent to us using your *personal information* (other than *sensitive information*) for the following Primary and Secondary Purposes:

Purpose/Activity	Type of <i>personal information</i>	Basis for use
To process and deliver Services to you including but not limited to: <ul style="list-style-type: none"> • preparing and delivering documents • managing payments, fees and charges • collecting and recovering money owed to us 	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Performance of a contract with you • Legal and regulatory requirement • Necessary for our legitimate interests (e.g., to recover debts due to us)
To provide you with information about the Services you requested, any other services you may be interested in and about upcoming events, activities and developments in Thredbo (unless a guest has asked to be removed from The Lantern marketing database)	<ul style="list-style-type: none"> • Identity • Contact • Client • Marketing and Communications 	<ul style="list-style-type: none"> • Performance of a contract with you • Improvement of delivery of Services to you
To personalise and customise your experiences with us	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Marketing and Communications 	<ul style="list-style-type: none"> • Performance of a contract with you

	<ul style="list-style-type: none"> • Profile 	
To help us meet our warranty obligations	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical 	<ul style="list-style-type: none"> • Performance of a contract with you • Legal and regulatory requirement
To help us assess an application submitted by you or on your behalf in relation to your employment with The Lantern	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Profile • Financial 	<ul style="list-style-type: none"> • Performance of a contract with you • Legal and regulatory requirement • Necessary for our legitimate interests (e.g., to determine your suitability for employment with us) • Arranging for payment to you in accordance with your employment contract
To help us review, manage and enhance our Services and develop insights used in reports or other content developed by us	<ul style="list-style-type: none"> • Identity • Contact • Client • Technical • Marketing and Communications • Profile 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (e.g., to study how our customers interact with and use our Services, to develop our Services, to grow our business, and to inform our marketing strategy)
To communicate with you, including by email, mobile and in-application notifications	<ul style="list-style-type: none"> • Identity • Contact • Profile 	<ul style="list-style-type: none"> • Performance of a contract with you • Necessary for our legitimate interests (e.g., to resolve any matters that require additional services or attention by us in relation to the Services delivered to you)
To process payments and administer your account, including to send you account related reminders	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Legal and regulatory requirement • Necessary for our legitimate interests (e.g., to recover debts due to us)
To investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms	<ul style="list-style-type: none"> • Identity • Contact • Financial • Transaction • Client 	<ul style="list-style-type: none"> • Legal and regulatory requirement • Necessary for our legitimate interests (e.g., to ensure that we continue to deliver Services in accordance with industry best-practice)

To do anything else as required or permitted by any law	• Identity	• Legal and regulatory requirement
	• Contact	• Necessary for our legitimate interests
	• Financial	• Improvement of delivery of Services to you
	• Transaction	
	• Client	
	• Technical	
	• Marketing and Communications	
	• Profile	

3. WHAT WE COLLECT

- 3.1 **Personal Information.** *Personal information* we collect about you may include identification information such as your name, address, email address, phone number(s), financial and payment information, tax file number and such other information necessary or convenient for delivering our Services. We also may collect additional information as part of our collection of Identity, Contact, Financial, Transaction, Technical, Marketing and Communications, Client and Profile information used for the Primary and Secondary Purposes.
- 3.2 **Other information.** We may collect, and you consent to us collecting, information relating to you that is not *personal information*, such as data relating to your activity on our Platforms, including:
- 3.2.1 the Internet Protocol address or MAC address and a component of the domain name used (e.g., .com or .net);
 - 3.2.2 the type of browser and operating system you used;
 - 3.2.3 the date and time you visited our Platforms;
 - 3.2.4 the web pages or services you accessed at our Website;
 - 3.2.5 the time spent on individual pages and our Website overall;
 - 3.2.6 which files you downloaded;
 - 3.2.7 information about your computer and Internet connections using cookies;
 - 3.2.8 when using social media, any information that you allow the social media site to share; and
 - 3.2.9 information regarding your dealings with us, including feedback and insights; and
 - 3.2.10 information regarding your past or current employment if you apply for employment with us, interact with us on behalf of your employer, or apply to volunteer with us.
- 3.3 **Sensitive information.** We will only collect, hold, use or disclose any *sensitive information* about you with your consent or if you volunteer such *sensitive information* to us. If we collect or hold your *sensitive information* in accordance with this clause, we may disclose such *sensitive information* to our Related Bodies Corporate. However, neither we nor our Related Bodies Corporate may use or disclose your *sensitive information* to any Third Party except as required or permitted by law.

4. HOW WE COLLECT

- 4.1 **How we collect.** Your *personal information* may be collected:
- 4.1.1 when you complete an application, consent, purchase, account sign-up or similar form via our Platforms or otherwise;
 - 4.1.2 when you contact us to submit a query or request;

- 4.1.3 when you post information or otherwise interact with the Platforms;
 - 4.1.4 when you participate in one of our surveys;
 - 4.1.5 from those who request our Services on your behalf including but not limited to travel agents;
 - 4.1.6 from publicly available sources of information;
 - 4.1.7 from government regulators, law enforcement agencies and other government entities;
 - 4.1.8 from business contacts, external service providers and suppliers; or
 - 4.1.9 by other means reasonably necessary.
- 4.2 **Third party collection.** If we collect any *personal information* about you from someone other than you, to the extent not already set out in this Privacy Policy, we will inform you of the fact that we will collect, or have collected, such information and the circumstances of that collection before, at or as soon as reasonably practicable after we collect such *personal information*.
- 4.3 **Authority.** If you provide us with the *personal information* of another individual, without limiting any other provision of this Privacy Policy, you acknowledge and agree that the other individual:
- 4.3.1 has authorised you to provide their *personal information* to us; and
 - 4.3.2 consents to us using their *personal information* in order for us to provide our Services.
- 4.4 **Unsolicited information.** If we receive unsolicited *personal information* about you that we could not have collected in accordance with this Privacy Policy and the Privacy Act, we will, within a reasonable period, destroy or de-identify such information received.
- 4.5 **Anonymity.** If you would like to access any of our Services on an anonymous or pseudonymous basis we will take reasonable steps to comply with your request, however:
- 4.5.1 you may be precluded from taking advantage of some or all of our Services; and
 - 4.5.2 we will require you to identify yourself if:
 - a) we are required by law to deal with individuals who have identified themselves; or
 - b) it is impracticable for us to deal with you if you do not identify yourself.
- 4.6 **Destruction.** We will destroy or de-identify your *personal information* if:
- 4.6.1 the purpose for which we collected the *personal information* from you no longer exists or applies; or
 - 4.6.2 you request us to destroy your *personal information*,
- and we are not required by law to retain your personal information.
- 4.7 **Website and Google Analytics.** We have integrated Google Analytics into the Platforms (see <http://www.google.com/analytics/> for details). We use Google Analytics Demographics and Interest Reports to obtain a more detailed understanding of our Platforms users and their potential needs. Data collected from such reports may be used to more accurately target marketing and advertising campaigns based on demographic information and more generally for the Primary Purposes and Secondary Purposes detailed in this Privacy Policy. We do not collect *personal information* about individuals by such methods; only aggregate data in relation to the number of stays a guest has with us over time is collected with a guest's permission and that information is updated on the HomHero data base each time the guest makes a repeat reservation and used for planning purposes.
- 4.8 **Cookies.** We may use 'cookie' technology to assist us to determine in the aggregate the total number of visitors to the Platforms on an ongoing basis and the types of internet browsers and operating systems used by users of the Platforms. This information is used to enhance the usability and functionality of our Platforms and for marketing, advertising and analytic purposes.
- 4.9 **Social Media Tools.** We use Facebook, Instagram and Twitter and may from time to time use other social media tools.

5. USE

- 5.1 **Primary use.** We will only use and disclose your *personal information*:
- 5.1.1 for purposes which are related to the Primary and Secondary Purposes; or
 - 5.1.2 if we otherwise get your consent to do so,
- in accordance with this Privacy Policy and the Privacy Act.
- 5.2 **Reasonable uses.** We will not use your *personal information* for any purpose for which you would not reasonably expect us to use your *personal information*.
- 5.3 **Third parties.** We will not sell, trade, rent or licence your *personal information* to third parties.
- 5.4 **Direct marketing.** We will offer you a choice as to whether you want to receive direct marketing communications about services. If you choose not to receive these communications (you may opt out through mailchimp or via direct communication with us), we will not use your *personal information* for this purpose.
- 5.5 We will otherwise only use or disclose your *personal information* for the purposes of direct marketing if:
- 5.5.1 we collected the information from you;
 - 5.5.2 it is reasonable in the circumstances to expect that we would use or disclose the information for direct marketing purposes;
 - 5.5.3 we provide you with a simple means to 'opt-out' of direct marketing communications from us; and
 - 5.5.4 you have not elected to 'opt-out' from receiving such direct marketing communications from us.
- 5.6 **Opt-out.** You may opt out of receiving such communications by:
- 5.6.1 checking the relevant box on the form used to collect your *personal information*;
 - 5.6.2 clicking a link on the email communication sent to you; or
 - 5.6.3 contacting us using our contact details set out at clause 11.

6. DISCLOSURE

- 6.1 **How we disclose.** We may disclose *personal information* and you consent to us disclosing such *personal information* to:
- 6.1.1 Third Party Service Providers who perform functions or provide Services on our behalf;
 - 6.1.2 relevant regulatory bodies in the industry in which we or you operate;
 - 6.1.3 our professional advisors, including our accountants, auditors and lawyers;
 - 6.1.4 our Related Bodies Corporate;
 - 6.1.5 persons authorised by you to receive information held by us
 - 6.1.6 a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law; or
 - 6.1.7 a party to a transaction involving the sale of our business or its assets.
- 6.2 **Reasonable protections.** If we send your *personal information* to overseas recipients, we will take such steps as are reasonable in the circumstances to ensure there are arrangements in place to protect your *personal information* as required by the APPs.
- 6.3 **GDPR.** If we become aware that you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which we propose to transfer *Personal Data* about you overseas, we will take steps to ensure that we comply with Articles 45 to 49 of the GDPR in relation to the transfer of your *Personal Data* overseas. However, you acknowledge that as

we conduct our business from and predominantly within Australia, you are required to provide us with written notice of our need to comply with the GDPR in relation to your *Personal Data* if you wish for us to take steps that are not already set out in this Privacy Policy.

7. ACCESS + CORRECTION

- 7.1 **Access.** Guests and property owners we manage can log into the booking manager in HomHero to update their personal information via the following link: <https://www.app.homehero.com.au/login.php>. You may be required to put your request in writing and provide proof of identity including providing details of a past or existing reservation prior to making requested changes. If you are an individual other than a guest or property owner and you require access to your *personal information*, please contact us using our contact details set out at clause 11.
- 7.2 **Exceptions.** We are not obliged to allow access to your *personal information* if:
- 7.2.1 it would pose a serious threat to the life, health or safety of any individual or to the public;
 - 7.2.2 it would have an unreasonable impact on the privacy of other individuals;
 - 7.2.3 the request for access is frivolous or vexatious;
 - 7.2.4 it relates to existing or anticipated legal proceedings between you and us and would not ordinarily be accessible by the discovery process in such proceedings;
 - 7.2.5 it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
 - 7.2.6 it would be unlawful;
 - 7.2.7 denying access is required or authorised by or under an Australian law or a court/tribunal order;
 - 7.2.8 we have reason to suspect that unlawful activity, or misconduct of a serious nature relating to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
 - 7.2.9 it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
 - 7.2.10 it would reveal commercially sensitive information; or
 - 7.2.11 a relevant law provides that we are not obliged to allow access to your *personal information* (e.g. the GDPR).
- 7.3 **Response to access request.** If you make a request for access to *personal information*, we will:
- 7.3.1 respond to your request within a reasonable period after the request is made; and
 - 7.3.2 if reasonable and practicable, give access to the personal information as requested.
- 7.4 **Refusal of access.** If we refuse to give access to the *personal information*, we will give you a written notice that sets out at a minimum:
- 7.4.1 our reasons for the refusal (to the extent it is reasonable to do so); and
 - 7.4.2 the mechanisms available to complain about the refusal.
- 7.5 **Correction.** We request that you keep your *personal information* as current as possible. If you feel that information about you is not accurate or your details have or are about to change, you can contact us using our contact details set out at clause 11 and we will correct or update your *personal information*.
- 7.6 **Response to correction request.** If you otherwise make a request for us to correct your *personal information*, we will:
- 7.6.1 respond to your request within a reasonable period after the request is made; and
 - 7.6.2 if reasonable and practicable, correct the information as requested.

- 7.7 **Refusal to correct.** If we refuse a request to correct *personal information*, we will:
- 7.7.1 give you a written notice setting out the reasons for the refusal and how you may make a complaint; and
 - 7.7.2 take reasonable steps to include a note with your *personal information* of the fact that we refused to correct it.
- 7.8 **Restriction.** If you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which you make a relevant request, we will take steps to ensure that we comply with a request by you to restrict the use of your *Personal Data* pursuant to Article 18 of the GDPR. You acknowledge that, depending on the nature of the restriction you request, we may be unable to provide you with some or all of our Services (or any part of any Service) if we comply with your request. In such circumstances, we will advise you of our inability to provide or continue to provide you with the relevant Services, and if you confirm that you would like us to proceed with your request, we may terminate a relevant agreement or other document with you in relation to our Services.

8. SECURITY + PROTECTION

- 8.1 **Reasonable protections.** In relation to all *personal information*, we will take all reasonable steps to:
- 8.1.1 ensure that the *personal information* we collect is accurate, up to date and complete;
 - 8.1.2 ensure that the *personal information* we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
 - 8.1.3 protect *personal information* from misuse, loss or unauthorised access and disclosure.
- 8.2 **Security.** We store supplier and staff information (and in some instances, guest contact and booking information excluding payment information) on a secure server behind a firewall and use security software to protect your *personal information* from unauthorized access, destruction, use, modification or disclosure. Only Authorised Personnel may access this information for the purposes of disclosure set out in clause 6 above.
- 8.3 **Obligation to notify.** Please contact us immediately if you become aware of or suspect any misuse or loss of your *personal information*.

9. DATA BREACHES

- 9.1 **Compliance.** We are required to comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act.
- 9.2 **Investigation and assessment.** If we become aware that a Data Breach in respect of *personal information* held by us may have occurred, we will:
- 9.2.1 investigate the circumstances surrounding the potential Data Breach to determine whether a Data Breach has occurred; and
 - 9.2.2 if a Data Breach has occurred, carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an *eligible data breach*.
- 9.3 **Undertaking.** If we become aware that there has been an *eligible data breach* in respect of *personal information* held by us, and the *personal information* relates to you or you are at risk from the *eligible data breach*, we will ensure that either we, or a relevant APP entity that is the subject of the same *eligible data breach*:
- 9.3.1 prepare a statement that complies with subsection 26WK(3) of the Privacy Act;
 - 9.3.2 provide a copy of the statement to the Office of the Australian Information Commissioner (OAIC); and

- 9.3.3 if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the statement on the Website and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

10. COMPLAINTS

- 10.1 **Complaint.** If you have a complaint about how we collect, use, disclose, manage or protect your *personal information*, or consider that we have breached the Privacy Act or APPs, please contact us using our contact details below. We will respond to your complaint within 14 days of receiving the complaint.
- 10.2 **Response and resolution.** Once the complaint has been received, we may resolve the matter in a number of ways:
- 10.2.1 **Request for further information:** We may request further information from you. Please provide us with as much information as possible, including details of any relevant dates and documentation. This will enable us to investigate the complaint and determine an appropriate solution.
- 10.2.2 **Discuss options:** We will discuss options for resolution with you and if you have suggestions about how the matter might be resolved you should raise these with our Privacy Officer.
- 10.2.3 **Investigation:** Where necessary, the complaint will be investigated. We will try to do so within a reasonable time frame. It may be necessary to contact others in order to proceed with the investigation. This may be necessary in order to progress your complaint.
- 10.2.4 **Conduct of our employees:** If your complaint involves the conduct of our employees we will raise the matter with the employees concerned and seek their comment and input in the resolution of the complaint.
- 10.3 **Notice of decision.** After investigating the complaint, we will give you a written notice about our decision.
- 10.4 **OAIC.** You are free to lodge a complaint directly with the OAIC online, by mail, fax or email. For more information please visit the OAIC website at oaic.gov.au.

11. CONTACT

- 11.1 **Contact.** Please forward all correspondence in respect of this Privacy Policy to:

Privacy Officer
The Lantern Apartments Thredbo
Banjo Drive
Thredbo Village
NSW 2625

Phone: 02 64576600
Email: ian@lantern.com.au

12. INTERPRETATION + DEFINITIONS

- 12.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 12.1.1 the terms **we**, **us** or **our** refers to Valley Management Pty Limited (ACN 060 451 005) trading as The Lantern Apartments Thredbo; and
- 12.1.2 the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Services or any other person from whom we collect *personal information* or data directly or indirectly.
- 12.2 Terms italicised and defined in the Privacy Act have the meaning given to them in the Privacy Act.

12.3 **Defined terms:** In this Privacy Policy unless otherwise provided, the following terms shall have their meaning as specified:

APPs means any of the Australian Privacy Principles set out in Schedule 1 of the Privacy Act.

Authorised Personnel means any employee of The Lantern or any Third Party Service Provider who has been duly authorised by us to access your *personal information*.

Client information includes information about how you use the Services or our Website, as well as *personal information* which can include Identity, Contact, Financial, Transaction and Profile information of you and/or your family members, beneficiaries, employees or employers, or other third persons about whom we need to collect *personal information* by law, or under the terms of a contract we have with you.

Contact information includes billing address, postal address, email address and telephone numbers (these details may relate to your work or to you personally, depending on the nature of our relationship with you or the company that you work for).

Data Breach means unauthorised access, modification, use, disclosure, loss, or other misuse of *personal information* held by us.

Financial information includes bank account and other payment method details.

HomHero means the company named "HomHero" which provides vacation rental management solutions (<https://www.HomHero.com.au/wp/>).

GDPR means *Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016* (most commonly referred to as the General Data Protection Regulation or GDPR).

Identity information includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, your job function, your employer or department.

mailchimp means the database provided by mailchimp: <https://mailchimp.com/>.

Marketing and Communications information includes your preferences in receiving marketing from us and your communication preferences. This may include information about events to which you or your colleagues are invited, and your *personal information* and preferences to the extent that this information is relevant to organising and managing those events (for example, your dietary requirements).

Personal Data (as defined under Article 4 of the GDPR) means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Platforms means all or any of the relevant platforms, electronic interfaces and websites that are owned, provided and/or operated from time to time by us (including but not limited to the Website), regardless of how those websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

Primary and Secondary Purposes means the primary and secondary purposes stated at clause 2.1.

Privacy Act means the *Privacy Act 1988* (Cth) as amended from time to time.

Privacy Policy means this privacy policy as amended from time to time.

Profile information includes your username and password, your interests, preferences, feedback, survey responses and all other information you provide through your use of the Services, or otherwise through your contact or correspondence with us.

Related Bodies Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth).

Services means:

- (a) the processing of reservations for accommodation at The Lantern over the telephone, over the counter, by email or online through our Website or online chat widget;
- (b) the provision of properties for short-term rent in the area in and around Thredbo, New South Wales, Australia;
- (c) management of properties for third party property owners for the purposes of holiday lettings including arranging the outsourcing of cleaning and maintenance services;
- (d) interacting with suppliers to acquire certain products required for the proper management of The Lantern and other properties we manage.

Technical information includes (as relevant):

- (a) The Internet protocol (IP) address or MAC address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- (b) Information about your visit to our Website, such as the full Uniform Resource Locators (URL), clickstream to, through and from our Website (including date and time), services viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from a page, any phone number used to call our central switchboard number, and direct dials or social media handles used to connect with our fee earners or other employees; and
- (c) Location data which we may collect through our Website and which provides your real-time location in order to provide location services (where requested or agreed to by you) to deliver content or other services that are dependent on knowing where you are. This information may also be collected in combination with an identifier associated with your device to enable us to recognise your mobile browser or device when you return to the website/App. Delivery of location services will involve reference to one or more of the following:
 - (i) the coordinates (latitude/longitude) of your location;
 - (ii) look-up of your country of location by reference to your IP address against public sources; and/or
 - (iii) your Identifier for Advertisers (IFA) code for your Apple device, or the Android ID for your Android device, or a similar device identifier. See our cookie policy for more information on the use of cookies and device identifiers on the website/Apps.

The Lantern means The Lantern Apartments Thredbo of Banjo Drive, Thredbo Village, New South Wales 2625, Australia.

Third Party means any party other than The Lantern and its Related Bodies Corporate.

Third Party Service Provider means any third party service provider engaged by us to perform functions or provide Services on our behalf including but not limited to HomHero Pty Ltd (ACN 140 877 327), Content First Pty Ltd (ACN 23 510 869), Kosciusko Thredbo Pty Ltd (ACN 000 139 015), B Walker & Company Accountant Pty Ltd (ACN 143 409 009) and VentralP Australia Pty Ltd (ACN 137 543 018).

Transaction information includes details about payments to and from you and other associated information.

Website means <https://www.lanternapartments.com.au>, www.accommodationathra.com.au and any other websites established and used by us from time to time.

