

Privacy Policy

Version 1.1

Effective Date: 11 December 2019

Protecting your privacy is important to Worksmith (ACN 621 759 671), organiser of the Melbourne Cocktail Festival.

Background and Purpose

Melbourne Cocktail Festival (collectively, “**we**”, “**us**”, “**our**” or “**MCF**”) respect the privacy of our Users (“**you**” or “**your**”) and we are committed to informing you about how we collect, use, handle and share Personal Information (as defined below) about you which is submitted by you or on your behalf. Your privacy is important to us and we are dedicated to ensuring your personal information remains private.

This Privacy Policy describes our practices with respect to the information we collect from or about our users in connection with the MCF website (www.melbournecocktailfestival.io) or events (collectively, the “**MCF Platform**”) and **Services** (defined by the tickets, partnerships and sponsorships as identified on the MCF website).

We are governed by the Australian Privacy Principles (the “**APPs**”) which are contained in the Privacy Act 1988 (the “**Privacy Act**”) and the privacy provisions of other applicable legislation. We will only collect, use or disclose personal information in accordance with the Act and this Privacy Policy. This Privacy Policy applies to any persons who use the MCF Platform or Services. For clarity, Services includes the MCF Platform.

Please read this Privacy Policy carefully to understand how we will treat your Personal Information and by continuing to browse the website, purchase or use any of our Services you are deemed to have accepted the terms of this Privacy Policy.

Personal Information and Other Information

MCF processes both Personal Information and Other Information about its users through their use of and in connection with the Services.

In this policy, “**personal information**”:

1. means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is:
 - i. true or not; and

- ii. recorded in a material form or not, but
 - 2. does not include personal health information about the individual.
- “**Other information**” is any additional information that MCF collects about our users that is not Personal Information.

Collection of Personal Information

We collect personal information you provide us about yourself, for example if you register for our websites, purchase tickets from us, enter a competition or promotion we run. We may collect information about your attendance at MCF events and information about your use of our websites (including via cookies). We may also collect personal information about you from:

- third parties such as event venues and ticketing agents; and
- publicly available sources.

If you submit a job application to us, we will use the information provided by you to assess your application. We may disclose the information contained in your application to contracted service providers for purposes such as screening, aptitude testing and human resources management activities.

If you are, or seeking to become, a sponsor or partner with MCF we may collect information relevant to your engagement with us including your names and names of your colleagues involved in the partnerships/sponsorships. A reference to a sponsor or partner in this document includes individuals contacted directly by us through your association with any companies who have signed agreements with MCF.

The personal information that we collect may include your name, contact details your company position, and information about the events that you attend as part of the MCF.

In addition to the types of personal information identified above, we may collect personal information as otherwise permitted or required by law.

Personal information about you can be collected directly from you when you sign up for an MCF event, subscription, partnership or sponsorship, enter into a service agreement with us, from an agent or from a third party. MCF uses a variety of methods to collect this information, including when you:

- complete a form;
- use of our website (including tools or third party applications hosted on the website);
- subscribe to our newsletter and Worksmith newsletter;
- purchase a ticket from MCF;
- send us an email;
- post on and/or follow one of our social media platforms/accounts;

- have a conversation with our representatives;
- are asked for other information voluntarily from time to time to assist us in improving our service to you; and
- complete other electronic or paper correspondence.

MCF takes steps to ensure that the records it holds containing personal information are accurate, up to date and complete.

Collection of Other Information

Each time you use the MCF Platform, we may through Google Analytics, in some cases automatically, collect the following information:

- information from or through the device you use to connect to the MCF Platform, including, for example, the type of device, the IP address, the approximate location derived from an IP address, the mobile network, the operating system and version, the browser and version or the timezone setting or unique device identifiers;
- we automatically receive and record certain details about your use of the MCF Platform, including but not limited to, web traffic data, web logs and communication data, information about your activity on the MCF Platform;
- we may communicate with you via email, SMS, MMS or other text message (collectively, “**Text Message**”) or push notifications (to the extent you permit us to do so), and we may collect information regarding such communications, such as confirmation when you open an email. We use this information to improve the Services, including without limitation our customer service;
- we do not store financial information. Financial information, such as your payment method, valid credit card number, type, expiration date or other financial information, is collected and used by our third party payment processing company (the “**Payment Processor**”), and use and storage of that information is governed by the Payment Processor’s applicable terms of service and privacy policy.
- we collect information through our use of cookies. Please see the section below titled ‘Cookies’ for more information.
- aggregate information: we collect statistical information about how both unregistered and registered users, collectively, use the MCF Platform (“**Aggregate Information**”). Some of this information is derived from Personal Information. This statistical information is not Personal Information and cannot be tied back to you, your account or your web browser.

Purpose for Use and Handling of Personal Information

In general, the purposes for which we collect, use and disclose your personal information may include:

- to provide you with goods and services that you have requested (e.g. tickets you have purchased);
- to deal with any inquiries you have;
- to improve our goods and services;
- where you have consented or where otherwise permitted by law, to inform you about a future MCF and Worksmith events;
- events and carefully selected special offers by MCF sponsors;
- to otherwise organise and conduct the MCF;
- to facilitate your entry and participation in a competition or trade promotion;
- to consider you for a job with us (as an employee) or another relationship with us (sponsor or partner);
- to provide goods or services to you or to receive goods or services from you;
- to address any issues or complaints that we or you have regarding our relationship; and
- to contact you regarding the above, including via electronic messaging such as SMS and email, by mail, by phone or in any other lawful manner.

Disclosure of Personal Information

Your personal information may also be disclosed:

- for the purposes for which we collected it (and related purposes which would be reasonably expected by you);
- for other purposes to which you have consented;
- to our contractors (including mailing houses, marketing agencies, insurance providers, website and data hosting providers and other IT service suppliers);
- to other persons who perform services for, or in connection with, us (including to facilitate market research, analysis, generating user profiles, marketing studies, quality surveys and improving our customer interaction);
- if you are an individual contractor to us, to your employer or agency in relation to the performance of your work with us;
- if you are an individual contractor to us or a prospective employee, to our HR related service providers (e.g. for background checks, screening or aptitude testing);

- any third parties to whom you have directed or permitted us to disclose your personal information (e.g. referees);
- to directors, officers, employees and other associated companies within MCF's corporate network;
- third parties who provide funding to us, such as government agencies;
- third parties that require the information for law enforcement or to prevent a serious threat to public safety; and
- otherwise as permitted or required by law.

We may contact you via email, SMS or other means in order to provide you with updated information about MCF, in relation to events or to provide you with other information about our services and those offered by Worksmith. If you do not wish to receive such information please contact us using the details set out below.

“Direct marketing” is the promotion of goods and services directly to you including through emails, SMS, phone calls and the post. We will only send you direct marketing materials if you would reasonably expect to receive them, or you have consented. If it is impractical to gain your consent, we will always provide a simple means for you to request not to receive the material or you may elect to withdraw from receiving our marketing communications (MCF and Worksmith) at any time by directly contacting our Privacy Officer (see below).

MCF will not disclose personal information, for example mailing lists, to third parties to enable them to conduct direct marketing of their services and products without your informed consent.

You can unsubscribe from our direct marketing, or change your contact preferences by clicking the appropriate link in our email communications or by contacting us at drink@melbournecocktailfestival.io

Protection of Personal Information

Safeguarding the privacy of your personal information is important to us. We are compliant with the requirements of the APPs to protect the personal information we hold from misuse, loss, unauthorised access, modification or unlawful disclosure. Further, where personal information is no longer required, The APPs require us to destroy or de-identify them where we have held them longer than necessary.

We will take reasonable steps to keep any personal information we hold about you secure. However, except to the extent liability cannot be excluded due to the operation of statute, we exclude all liability (including in negligence) for the consequences of any unauthorised access to, disclosure of, misuse of or loss or corruption of your personal information. Nothing in this Privacy Policy restricts, excludes or modifies or purports to restrict, exclude or modify any

statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth). As a result, MCF cannot guarantee the security of any information obtained or processed by MCF or its service providers, and you use the MCF Platform at your own risk. Please notify us immediately if you become aware of any breach of security.

In addition to the measures we take to protect your personal information, you are responsible for preventing unauthorized access to your account and Personal Information by protecting your account credentials, limiting access to your devices and always logging out of any secure pages.

Internet Cookies and Links to Third Party Websites

“**Cookies**” are simple data text files that save on your computer or mobile device when you access a website. Your browser stores cookies in a manner associated with each website you visit to record your activity online. They do not contain/record any personal information identifying you. However, they do identify patterns of behavior, habits and preferences (such as login, language and other display preferences) of yours over a period of time on applicable websites.

To make the MCF Platform work properly, we sometimes use cookies. MCF uses cookies to enable our servers to recognize your web browser and remember certain information (such as information about your computer or device, your browser, IP address and other software or hardware you use when interacting with us), to keep track of personal preferences and compile aggregate information about MCF website traffic, interaction with us and otherwise use our services, in order to analyze trends, and to learn about our user base so that we can offer enhanced experiences and tools in the future.

We may combine non-personally identifiable information collected through cookies with other Personal Information that we have about you, for example, to tell us who you are or whether you have an account. We may also supplement the information we collect from you with information received from third parties in order to enhance our services, or to offer you information that may be of interest to you.

Most browsers automatically accept cookies, and have an option for turning off the cookie feature, which will prevent the browser from accepting new cookies, as well as (depending on the sophistication of the browser software) allowing the user to decide on the acceptance of each new cookie in a variety of ways. If you choose to disable or decline the use of all cookies, the usability of some advanced and customisable features of the MCF Platform, which require you to “sign in”, may not work as intended or may not work at all.

Our website contains links to other websites not owned or controlled by us. We make no representation whatsoever about any other websites that you may access through the MCF

Website and is not responsible for these websites or the consequences of you going on to those sites. When you access any other website you understand that it is independent from the Site and that we have no control over the content or availability of that website. In particular, you agree that any dealings you have with such third-party site operators shall be on the terms and conditions (if any) of the third party operator.

In addition, a link to any other website does not mean that we endorse or accept any responsibility whatsoever for the content contained on such website or the use by you of it. We shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available through any such site or resource.

Access and Correction

Subject to certain exceptions explained below, MCF provides you with the ability to access, edit and correct personal information about you. MCF must give you access to the information if you request it.

MCF does not have to give you access to the information to the extent that MCF is required or authorised to refuse to give you access under:

- the *Freedom of Information Act 1989* (ACT); or
- another law in force in the ACT that provides for access by people to documents.

MCF will respond to a written request for access to, or correction of, any personal information we may hold about you within 30 days. To make a request to access or correct information we hold about you, please contact the Privacy Officer with sufficient detail about the specific information sought. If you do request MCF to correct any of your personal information that MCF holds, MCF will take reasonable steps to correct the information to ensure that, having regard to the purpose for which it is held, the information is accurate, up-to-date, complete, relevant and not misleading. MCF will respond to a written request within 30 days. This extends to third parties that we have provided your personal information to unless it is impracticable or unlawful to do so.

MCF will not charge a fee for access to or correction of your personal information. Where a request for access or correction is denied, you can request written reasons which we will provide.

Making a Complaint

MCF will take seriously, and promptly deal with, any unlawful disclosure of personal information. If you believe we have infringed upon your privacy rights, or breached an applicable privacy law, please inform us, in writing, addressed to the MCF Privacy Officer at accounts@melbournecocktailfestival.io outlining the nature of the complaint. When we receive your complaint, we will seek to respond within 30 days of receipt. If you do not receive a

response (after 30 days), or you are dissatisfied with our response to your privacy-related complaint, you may contact the Privacy Officer to discuss further options including, if appropriate, contacting the Office of the Australian Information Commissioner (OAIC). Information about lodging a complaint with the OAIC is available at <http://www.oaic.gov.au/privacy/making-a-privacy-complaint>.

Severability

If any of the terms in this Policy or the MCF platform's terms of service ("**Terms**") should be deemed illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that Term is illegal, invalid or enforceable, it shall be severed (or deleted if necessary), from this Policy or the MCF platform's terms of service, with the remaining parts surviving in full force and effect, continuing to be binding and enforceable. These Terms shall be governed by and construed in accordance with the laws of Australia and Victoria. Disputes arising under this Policy and from your general use of the Site shall be exclusively subject to the jurisdiction of the courts of Australia and Victoria. By using this Site you agree to the personal jurisdiction of, and venue in, such courts.

Contact Details

All correspondence and privacy related queries and concerns should be directed to:
The Privacy Officer: Rob Weston
Email: accounts@melbournecocktailfestival.io
Telephone: 0401 437 443

We may change this Privacy Policy at our discretion. By continuing to use our websites, or otherwise continuing to deal with us, you accept this Privacy Policy as it applies from time to time.