



PRIVACY POLICY



1. WHY YOUR PRIVACY MATTERS TO US

- 1.1. M.A. & C.B. Burke Pty. Ltd. (ACN 010 510 988) t/as Workout Indooroopilly (“**Workout**”) is committed to keeping your information safe and secure in accordance with the Privacy Act 1988 (Cth) (the “**Privacy Act**”) and the associated Australian Privacy Principles contained therein. By engaging Workout’s services, you are giving consent to Workout for the use of your personal information in the manner set out in this Privacy Policy.

2. COLLECTING YOUR PERSONAL INFORMATION

- 2.1. Workout may collect and use the following kinds of information:

- (a) information about your use of the services of Workout, including but not limited to our website at www.workout.net.au (the “Services”);
- (b) information about your personal details (including name; your age and date of birth phone contact details; address information and email address);
- (c) your financial information including credit card, bank account details and tax file numbers;
- (d) health information where you use the Services and your health status may be a consideration (however when we collect this information from you it will only be with your consent);
- (e) your picture or image if you are photographed while using our Services or at one of our locations; and

(f) your driver’s licence information and/ or a copy of your driver’s licence or other photographic identification;

(g) if you apply for employment at Workout, details about your education, employment history, referees, next of kin or membership of professional organisations;

- 2.2. Information about your personal details may be collected from you in a variety of ways, including but not limited to:

(a) when you interact with the Services electronically or in person (either over the phone or face-to-face);

(b) when you access the Services;

(c) via the internet, including our website, social media platforms, when you sign up for our Services online, when you enter a promotion or competition, provide feedback or participate in a survey online, when you sign up for one of our newsletters or marketing material; and

(d) when Workout provides Services to you.

- 2.3. Our Privacy Policy applies to your personal information however you use our Services and when you submit information to us, access or use our website or social media platforms and by doing so you consent to us collecting, using and disclosing your personal information in the ways described in this Privacy Policy.

3. HOW WE USE YOUR PERSONAL INFORMATION

- 3.1. Workout may use your personal information:
- (a) to enable your access to the Services including to process your application for membership or to use or purchase one of our products or our Services;
 - (b) to track usage and measure statistics in connection with the Services;
 - (c) to supply to you the Services to you as a customer;
 - (d) to receive and/or access information from third party providers for the provision of our Services to you;
 - (e) to contact you regarding your use of the Services or services offered by Workout;
 - (f) to contact you in relation to comments, complaints, enquiries or dispute resolution;
 - (g) for the purpose for which the personal information was requested;
 - (h) for market research purposes and to improve our Services;
 - (i) if you apply for employment with us, to process your application for employment;
 - (j) to communicate with third party providers or associate parties with respect to the provision of the Services;
 - (k) for any other purpose that you would reasonably expect; and
 - (l) to enable us to comply with our legal obligations.
- 3.2. Workout may be required to disclose personal information about you to third parties where it is required, incidental or otherwise related to the primary purpose of providing Services to you. You acknowledge and agree that, pursuant to the nature of the Services, Workout may elect not to disclose the identity of these third parties to you.
- 3.3. Workout, in its sole discretion, may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights. We may also disclose your personal information to our professional advisors, such as lawyers or accountants.

4. KEEPING YOUR INFORMATION SECURE AND ACCURATE

- 4.1. It is important that you advise Workout of changes to your personal information that you have provided to Workout as it is essential that your personal information is accurate, complete, and up-to-date in order for Workout to provide services to you.
- 4.2. Workout uses reasonable technical precautions and has implemented business processes to protect your personal information from misuse, loss, unauthorised access, modification and disclosure. However Workout is not liable for any unauthorised access to this information.
- 4.3. Workout will take all reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes of providing our services to you and where Workout is not required to retain that information by law.

5. ACCESS AND CORRECTION

- 5.1. As a potential customer and when you use our Services at any time, you are responsible to ensure that the information you provide to Workout is accurate, complete and up-to-date.
- 5.2. By request, you may contact Workout and ask to know what sort of personal information is held about you, for what purposes, and how it is collected, held, used and disclosed.
- 5.3. We rely on you for the most part to ensure that the personal information we collect and use is up to date and accurate. You may contact us at any time to update or request us to update your personal information. You may contact Workout to update your information at info@workout.net.au.
- 5.4. By request, you may access your personal information by contacting Workout at info@workout.net.au. Workout reserves the right to charge a reasonable administration fee for this access.
- 5.5. Workout, in its sole discretion, may consider that there is a sound reason under the Privacy Act, Freedom of Information Act or other relevant law to withhold personal information, or not make the requested changes.

6. IDENTIFIERS AND ANONYMITY

- 6.1. You acknowledge that Workout retains, collects and maintains your personal information for statistical analysis purposes (for internal use only). You agree that Workout may share, distribute and/or transfer information which you have provided to Workout to third parties, after that information has been de-identified.
- 6.2. You agree that at times it may not be possible for you to access our Services anonymously, and that we will require certain personal information in order to provide the Services to you. If you do

not provide us with the necessary information then we may not be able to provide the Services to you.

7. YOUR PRIVACY AND TRANS-BORDER DATA FLOWS

- 7.1. You acknowledge that Workout's servers may be situated outside of Australia and therefore, your personal information may be transferred and stored in foreign jurisdictions. You agree that Workout may transfer your information into foreign jurisdictions for the purposes of providing you with the Services. In addition to the above, Workout will only transfer personal information to someone who is in a foreign country where:
- (a) Workout reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles;
 - (b) the individual consents to the transfer;
 - (c) the transfer is necessary for the performance of a contract between you and Workout, or for the implementation of pre-contractual measures taken in response to your request;
 - (d) the transfer is necessary for the conclusion or performance of a contract concluded in your interest between Workout and a third party;
 - (e) all of the following apply:
 - (i) the transfer is for your benefit;
 - (ii) it is impracticable to obtain your consent to that transfer; and
 - (iii) if it were practicable to obtain such consent, you would be likely to give it; or
 - (f) Workout has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Australian Privacy Principles.

8. USING SENSITIVE INFORMATION

- 8.1. Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.
- 8.2. Sensitive information will be used by Workout

only for the primary purpose for which it was obtained; for a secondary purpose that is directly related to the primary purpose; with your consent; or where required or authorised by law.

9. QUESTIONS OR COMPLAINTS

- 9.1. As a valuable customer, if you have any questions or complaints in relation to this Privacy Policy or privacy practice, please feel free to contact Workout of your complaints to info@workout.net.au.
- 9.2. A complaint should identify whether it is about:
- (a) the collection of personal information;
 - (b) the use of personal information;
 - (c) the disclosure of personal information;
 - (d) the security or storage of personal information;
 - (e) the accuracy of personal information;
 - (f) a refusal to give complaint access to or find out about their personal information; or
 - (g) a refusal to change or delete personal information.
- 9.3. Workout values your opinions and takes complaints very seriously. Upon receiving written notice of your complaint about privacy, Workout will respond quickly to advise you of the outcome following its enquiring into the same. You will also be invited to respond to its outcome. If a response is received, Workout will assess it and advise if it has changed its view. If you are unsatisfied with the final outcome, Workout will advise further options including, if appropriate, making a complaint with the Office of the Australian Information Commissioner.

10. MISCELLANEOUS

10.1. No partnership or agency

Nothing contained or implied in this Privacy Policy will create or constitute, or be deemed to create or constitute, a partnership between you and Workout. A party must not act, represent or hold itself out as having authority to act as the agent of the other party or in any way bind or commit the other parties to any obligation.

10.2. Waivers

In limited circumstances, Workout may allow you to waive application of this Privacy Policy. A waiver of this Privacy Policy must be in writing and signed by Workout. Workout anticipates that the waiver of this Privacy Policy

would only be in exceptional circumstances, and Workout encourages that you consider the circumstances leading to the waiver request prior to submitting such a request.

10.3. Governing Law & Jurisdiction

This Privacy Policy is governed by the laws of Queensland, Australia. In the event of any dispute arising out of or in connection with this Privacy Policy, you agree that the exclusive venue for resolving any dispute shall be Brisbane, Australia.

11. VARIATION TO THIS PRIVACY POLICY

- 11.1. This Privacy Policy is available online via www.workout.net.au by clicking the "Privacy Policy" link located at the bottom of the webpage. Workout reserves the right to modify or amend this Privacy Policy at any time and for any reason, without notification.
- 11.2. Workout updates this Privacy Policy from time to time by posting a new version on its website. You shall be taken to agree to the website from the time the new policy is posted on its website and it is up to you to ensure that you are aware of our current Privacy Policy at any time.
- 11.3. This policy was last modified on 12 June 2017.

12. CONTACT

- 12.1. Please contact Workout if you have any questions regarding this Privacy Policy.

Email: info@workout.net.au