

Privacy Policy

1. PROTECTING YOU

The **Yume** Australia website is owned and operated by **Yume** [insert full business name and ABN]. **Yume** ("**Yume**", "we," "us," "our") is committed to protecting your privacy. We will only use the information that we collect about you lawfully.

Please note that use of the Website by you is subject to this privacy policy (the "Policy") and the Website's terms and conditions of use ("Terms and Conditions").

Our Policy explains what information we collect on the Website, how we use and/or share this information, and how such information is maintained. By using this Website, you signify your acceptance of this Policy. If you do not agree to the terms of this Policy, in whole or part, you should not use this Website. Please note that this Policy applies only with respect to the information collected on the Website and not any information collected or obtained through other methods or sources.

Our Policy ensures that any information you provide us remains private and secure. To reassure you, below we provide details of the information you provide to us, and how it will and, more importantly, will not be used. We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by contacting us (and there may be an administrative fee payable for this). If you find any inaccuracies we will delete or correct it promptly.

2. PERSONALLY IDENTIFIABLE INFORMATION

We collect Personally Identifiable Information ("PII") that is volunteered during Registration or in response to specific information requests explicitly presented to you.

The types of personal information we collect may include name, contact details, identification information, payment and transaction details/history (records of your communications and interactions with us) and details/history of preferences, interests and behaviour relating to transactions, products, services, and activities on our website.

We may also collect your IP (Internet Protocol) address to help diagnose problems with our server, and to administer this Website. An IP address is a number that is assigned to your computer when you use the Internet. Your IP address is also used to help identify you during a particular session and to gather broad demographic data.

We may ask for your e-mail address during your use of the Website. Also, to purchase Vouchers you may be requested to provide any or all of the following PII: first and last name, postal address, e-mail address, date of birth, telephone number and details of a payment mechanism, such as credit card details.

3. USE AND SHARING OF PII

All PII is retained in accordance with the Australian Privacy Principles.

We use PII to provide you with information about **Yume**, to properly provide you with the Service and for marketing ourselves to you. It is our policy not to sell or pass any PII to any other organisations (outside our group companies) unless we are required to do so for fraud prevention and detection. We will never sell or rent your PII to anyone else for their marketing purposes without your consent.

We may pass your PII to our agents and subcontractors to help us with any of our uses of your information set out in this Policy. For example, we may use third parties to provide us with marketing or customer service assistance or send it to a credit card provider to process a payment.

We also always reserve the right to disclose PII in order to:

- (a) comply with applicable laws;
- (b) respond to governmental enquiries (or enquiries from a legal, governmental or quasi-governmental or local authority agency or Internet protection agency of any type);
- (c) comply with a valid legal process or procedure; or
- (d) protect our rights or property, this Website, and/or other users of this Website.

We may utilise overseas based related companies, employees, contractors or service providers (service providers) from time to time and this may involve the transmittal of your PII overseas. We take steps to ensure that all our service providers agree to protect the privacy and security of your PII, and use it only for the purpose for which it is disclosed. The overseas based entities can only use the PII only for these contractually agreed purposes and must handle it in a confidential and secure manner in accordance with Australian privacy legislation. You acknowledge that you are aware that the overseas recipient of your personal information may not be *bound* by laws which provide the same level of protection for personal information provided by the Australian Privacy Principles and agree we will not be responsible for any breach of privacy by the recipient of the PII.

4. COOKIES

We may use "cookies", technology to store data in your computer using the functionality of your browser. A lot of websites do this, because cookies allow the website publisher to do useful things like find out whether the computer (and probably its user) has visited the site before. You can usually modify your browser to prevent cookie use - but if you do this the Service (and the Website) may not work properly. The information stored in the cookie is used to identify you. This enables us to operate an efficient service and to track the patterns of behaviour of visitors to the website.

Also, in the course of serving advertisements to this Website (if any), third-party advertisers or ad servers may place or recognise a unique cookie on your browser. The use of cookies by such third party advertisers or ad servers is not subject to this Policy, but is subject to their own respective privacy policies. (Please note that use of the Website, is neither intended for, nor directed to, children under the age of 18).

5. EMAILS AND SMS

We may email or send you SMS's for the following purposes:

- (a) as part of the Service. For example, we may contact you in some of the following circumstances:
- (b) after Registration, notifying you of your account details or reminding you of an unredeemed Voucher;
- (c) as reminder emails about the services we offer (particularly if you have not used them yet or not used them for a while);
- (d) to send you information or Vouchers which you have asked for;
- (e) to provide you information about delivery of your purchase
- (f) as a newsletter;
- (g) as promotional emails; and
- (h) offer related services to you from **Yume** or its related companies

However, in terms of any marketing or promotional emails or SMS's we may send, we will always give you the chance to opt-out (or unsubscribe) from them in the future.

6. SECURITY AND RETENTION

The PII which we hold will be held securely within our systems in accordance with our internal security policy and the law. We hold your personal information for 3 years after it is last accessed or used by us.

Regarding information transmitted between the Website and and/or users, while we take reasonable precautions to safeguard this information, we may be unable to prevent unauthorised access to such information by third parties or inadvertent disclosure of such information during transit. Users acknowledge this risk when communicating with the Website.

7. TRANSFER IN CERTAIN CIRCUMSTANCES

If there is a sale, merger, consolidation, change in control, sale or transfer of substantial assets, reorganisation or liquidation or **Yume** then, in our sole discretion, we may transfer, sell or assign information collected on and through this Website (including, without limitation, PII and other information), to one or more relevant third parties.

8. CUSTOMER SERVICE

If you have any questions or concerns, or if you wish to request access to your personal information held by **Yume**, please feel free to contact us via the details available on our Website.

9. CHANGES TO THIS POLICY

Please note that this Policy forms part of the terms and conditions for use of this Website and forms part of the Agreement between you and us. We may, from time to time, amend this Policy, in whole or part, in our sole discretion. Any changes to this Policy will be effective immediately upon the posting of the revised policy on the Website. By continuing to use the Website following any changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Policy, as it may be amended from time to time, in whole or part, you must terminate your use of the Website.