# **Privacy Policy - Donations**

This Privacy Policy sets out the approach which St Charbel's Care Centre Ltd and its related entities, including The Lebanese Maronite Order or the Trustees of the Lebanese Maronite Order. ('St Charbel's Care Centre', 'we', 'our' or 'us') will take in relation to the handling of Personal Information in accordance with the Privacy Act 1988 (Cth) ('Privacy Act'). It includes information on how St Charbel's Care Centre collects, holds, uses and discloses Personal Information and the steps we take to protect that information. It also covers how you may access and seek the correction of the Personal Information that St Charbel's Care Centre collects and holds about you. St Charbel's Care Centre respects the privacy of its supporters and others with whom we deal and is committed to handling the Personal Information you provide us in accordance with the requirements of the Privacy Act.

This Privacy Policy has been drafted having regard to St Charbel's Care Centre's obligations under the Privacy Act, including the Australian Privacy Principles ('APPs').

We may update or revise this Privacy Policy from time to time. You can find the most current version on our website or obtain a copy from our Privacy Officer (see contact details at the end of this Privacy Policy).

## 1. Collection

- 1.1 St Charbel's Care Centre will collect Personal Information where the information is reasonably necessary for one or more of our functions or activities or where the collection of information is otherwise permitted by law.
- 1.2 St Charbel's Care Centre will collect Personal Information from you when you contact us, make an inquiry, make a donation or otherwise provide us with your Personal Information. This could include when you call us, send us a letter, submit an email to us, apply for a job with St Charbel's Care Centre or subscribe to our newsletter via our website.

St Charbel's Care Centre collects Personal Information about our supporters (financial and non-financial) and others who deal with us primarily to enable us to maintain accurate records about who donates to us; the purpose, if specified, for which donations are made; and so that we may meet our legal obligations, such as providing donors with official receipts for their donations.

St Charbel's Care Centre also collects and uses Personal Information for secondary purposes including:

- Keeping our supporters informed about St Charbel's Care Centre's activities, campaigns and appeals
- Keeping our supporters informed about other services, products, campaigns and appeals which
  may be of interest to you and offer you the opportunity to subscribe to them
- Offering you the opportunity to participate in surveys carried out by St Charbel's Care Centre or its agents.

We may ask for other information to enable us to better understand who our supporters and others who deal with us are, but the provision of that information is purely voluntary.

1.3 St Charbel's Care Centre will notify individuals (including, but not limited to, our supporters) of the matters listed below at the time of collecting any Personal Information:

- the main reason that we are collecting Personal Information (this reason will be the Primary Purpose); other related Uses or Disclosures that we may make of the Personal Information ('Secondary Purposes');
- our identity and how individuals can contact us, if this is not obvious;
- that individuals can access the Personal Information that St Charbel's Care Centre holds about them:
- that individuals should contact St Charbel's Care Centre if they wish to access or correct Personal Information collected by us or have any concerns in relation to Personal Information;
- the organisations or types of organisations to whom we usually Disclose the Personal Information;
- where applicable, any law that requires the Personal Information to be collected;
- the consequences (if any) for the individual if all or part of the Personal Information is not provided to St Charbel's Care Centre.
- 1.4 Where it is not practicable for St Charbel's Care Centre to notify its supporters and others who deal with us of all the Collection Information before the collection of Personal Information, St Charbel's Care Centre will ensure that individuals are notified of the Collection Information as soon as possible after the collection. St Charbel's Care Centre will provide "post collection notification" in those circumstances where it is not practicable to notify individuals about the collection of their personal information before it is collected.
- 1.5 St Charbel's Care Centre will not collect Sensitive Information from individuals except with express consent from the individual and only where it is necessary for St Charbel's Care Centre to collect such information for an activity or function.
- 1.6 If you are under 18 years of age, you should obtain your parents'/guardians' permission beforehand whenever you provide Personal Information.

### 2. Use and Disclosure

- 2.1 St Charbel's Care Centre collects, holds, uses and discloses Personal Information about individuals for the following purposes:
- processing donations and maintaining accurate records about who donates to us;
- assessing the purpose, if specified, for which donations are made;
- meeting our legal obligations, such as providing donors with official receipts for their donations;
- keeping our supporters informed about St Charbel's Care Centre's activities, campaigns and appeals;
- keeping our supporters informed about other services, products, campaigns and appeals and offering the opportunity to subscribe to them;
- conducting surveys carried out by St Charbel's Care Centre or its agents;
- developing and managing relationships with our employees and contractors and business partners;
- administration of volunteer work; and
- compliance with our legal obligations.
- St Charbel's Care Centre does not sell Personal Information.
- St Charbel's Care Centre may sometimes disclose names and addresses to third parties for the
  purpose of allowing them to market their products and services. Such disclosure will be subject
  to your express consent. Individuals are given the opportunity to opt out of such
  communications and can contact St Charbel's Care Centre for further details.

- 2.2 St Charbel's Care Centre may Disclose Personal Information to unrelated third parties to enable outsourcing of functions. Examples of such functions include mailing services both postal and email, answering questions about activities and programs, fraud prevention services, data analysis to group demographic attributes of supporters and processing of credit card payments.
- 2.3 On occasion St Charbel's Care Centre may use or disclose your Personal Information for the purposes of direct marketing. You may opt-out from receiving direct marketing communications at any time. If you would like to opt-out from receiving further direct marketing communications from St Charbel's Care Centre, please contact St Charbel's Care Centre at:

2 Waterloo Road Punchbowl NSW 2196 AUSTRALIA

Tel: 02 8766 2000 between 8:30am & 4:30pm, Monday to Friday

Email: info@stcharbelscarecentre.org.au

2.4 Sometimes St Charbel's Care Centre extracts information from our collected records to produce aggregated data. This aggregated data does not identify individuals and therefore does not contain personal information. St Charbel's Care Centre uses the aggregated data for research purposes and may share the data with third parties.

# 3. Information Security

- 3.1 St Charbel's Care Centre will take such steps as are reasonable in the circumstances to protect the personal information that it holds from misuse, interference and loss and from unauthorised access, modification or disclosure. We will take reasonable steps to ensure that hard-copy and electronic records containing Personal Information are stored securely. This includes having internal policies that require that records containing Personal Information are only accessible by people within St Charbel's Care Centre who have a genuine "need to know".
- 3.2 No data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information, St Charbel's Care Centre cannot ensure or warrant the security of any information you transmit to us over the internet, and you do so at your own risk. Once we receive your transmission, we make reasonable efforts to try to ensure its security both on our systems and while in transit between our systems and the systems of the companies who provide us with various services.
- 3.3 St Charbel's Care Centre will take such steps as are reasonable in the circumstances to destroy or de-identify Personal Information should St Charbel's Care Centre no longer need the information for any purpose which is permitted under the Privacy Act and the information is no longer required to be kept by law or an order of a court/tribunal.

#### 4. Access and Correction

- 4.1 Subject to any exceptions in the Privacy Act, you have a right to request access to your Personal Information held by St Charbel's Care Centre and to request the correction of such information.
- 4.2 If St Charbel's Care Centre accepts a request for a correction, St Charbel's Care Centre will correct its records containing Personal Information within a reasonable period of time after the request of the individual is received.
- 4.3 If you want to lodge a request to access and/or correct your Personal Information you should do so by contacting:

The St Charbel's Care Centre Privacy Officer 2 Waterloo Road Punchbowl NSW 2196 AUSTRALIA

Tel: 02 8766 2000 between 8:30am & 4:30pm, Monday to Friday

Email: info@stcharbelscarecentre.org.au

4.4 St Charbel's Care Centre will not normally charge a fee for processing an access request unless the request is complex or is resource intensive, in which case St Charbel's Care Centre may charge a reasonable fee to defray the access costs.

## 5. Complaints

- 5.1 Contact with St Charbel's Care Centre via phone or web inquiry will be the first point of contact for inquiries or complaints about privacy issues.
- 5.2 If you wish to make a complaint about a breach of the APPs, you should direct your complaint to:

The St Charbel's Care Centre Privacy Officer 2 Waterloo Road Punchbowl NSW 2196 AUSTRALIA Tel: 02 8766 2000 between 8:30am & 4:30pm, Monday to Friday

Email: info@stcharbelscarecentre.org.au

5.3 St Charbel's Care Centre will endeavour to manage any privacy related complaint efficiently and within a reasonable time period. If you are unhappy with the outcome of your complaint, you may take your complaint to the Office of the Australian Information Commissioner (OAIC) using the information as set out in that organisation's website: <a href="https://www.oaic.gov.au">www.oaic.gov.au</a>.

## 6. Transferring personal information overseas

- 6.1 St Charbel's Care Centre may disclose your Personal Information to overseas recipients in order to achieve the purposes outlined in this Privacy Policy.
- 6.2 St Charbel's Care Centre is likely to disclose personal information to its related entities, third party contractors and service providers which are located overseas or may perform certain services overseas. For instance, a third-party contractor may utilise a server hosted overseas as a method to send emails to St Charbel's Care Centre's supporters. Where this occurs, St Charbel's Care Centre takes reasonable steps to ensure that all Personal Information is handled in a manner that is consistent with the APPs, preferably as part of the services contract.
- 6.3 In order to keep our costs down, St Charbel's Care Centre may change its overseas service arrangements from time to time. Where it does so, St Charbel's Care Centre will update this Privacy Policy. We encourage you to check this Policy from time to time.

### 7. Online Privacy

7.1 To the extent that this Privacy Policy applies to online privacy issues, it is to be read as forming part of the Terms of Use for our website. Generally, St Charbel's Care Centre will handle Personal Information collected online consistently with the way that it handles Personal Information collected offline. Matters which are specific to the handling of Personal Information online are as follows:

### 7.2 Cookies

For each visitor to our website, our server automatically recognises and stores the visitor's domain name. In addition, our website uses cookies. To enhance your experience when using our website, these cookies may automatically collect information from you such as pages viewed and donation details if made. We also use cookies for tracking the statistics of our website. This allows us to better understand our users and improve the layout and functionality of our website. This tracking is conducted in such a way to ensure the anonymity of visitors.

Most web browsers are set by default to accept cookies. However, if you wish to restrict or block web browser cookies you can do this through your browser settings via the 'Help' function. Alternatively, you may wish to visit <a href="www.aboutcookies.org">www.aboutcookies.org</a>, which contains comprehensive information on how to do this on a wide variety of desktop browsers.

## 7.3 Third party cookies

To better communicate St Charbel's Care Centre's work, we may at times embed photos and video content from other websites. Pages with this embedded content may present cookies from these websites. Similarly, when you use one of the 'share' buttons on our website, a cookie may be sent by the service you have chosen to share content through. St Charbel's Care Centre does not control the dissemination of these cookies; you should check the relevant third-party website for more information about these.

In addition, if you linked to our website from a third party website, we cannot be responsible for the privacy policies and practices of the owners or operators of that third party site and recommend that you check the policy of that third party site and contact its owner or operator if you have any concerns or questions.

## 7.4 Secure Online transactions

If you make a purchase through our website, we process your credit/debit card details securely over the Internet using an accredited internet payment security system. We take reasonable measures to ensure that your credit/debit card and Personal Information are protected when you donate online. We also recommend that you take appropriate security precautions when accessing the internet via public Wi-Fi networks or shared computers.

#### 7.5 Social Media

Our website and mobile site may contain links to online forums. Think carefully before you post or publish any Personal Information in these forums as it will be publicly available.

#### 8. Dictionary

**Collection Information** means the information outlined in 1.3 notified to individuals prior to, or as soon as practical after, the collection of their Personal Information.

**Communications** means the marketing of activities, campaigns, appeals and services by way of written, verbal or electronic means. The activities, campaigns, appeals or services which are marketed may be those of St Charbel's Care Centre or its related entities.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or the opinion is true or not and whether the information or the opinion is recorded in a material form or not.

**Primary Purpose** is the dominant or fundamental reason for information being collected in a particular transaction.

**Sensitive Information** means information or an opinion about an Individual's:

- racial or ethnic origin; or
- membership of a political association; or
- religious beliefs or affiliations; or
- philosophical beliefs; or
- membership of a professional or trade association; or
- membership of a trade union; or
- sexual preferences or practices; or
- criminal record, that is also Personal Information; or
- health information about an individual.

# 9. Contacting St Charbel's Care Centre

If you require further information regarding St Charbel's Care Centre's Privacy Policy please contact:

The St Charbel's Care Centre Privacy Officer
2 Waterloo Road
Punchbowl NSW 2196 AUSTRALIA
Tel: 02 8766 2000 between 8:30am & 4:30an

Tel: 02 8766 2000 between 8:30am & 4:30pm, Monday to Friday

Email: <u>info@stcharbelscarecentre.org.au</u>

This Privacy Policy was last updated on 20 February 2020.

## **Website Terms of Use**

Thank you for visiting St Charbel's Care Centre website. This website may be available through other addresses or channels.

For the purpose of these Terms and Conditions, 'St Charbel's Care Centre' (and 'we', 'our', 'us') means:

- The Lebanese Maronite Order; and
- The Trustees of the Lebanese Maronite Order

By accessing this site, you are deemed to have read and are bound to the unconditional acceptance and compliance with the Terms and Conditions set out below

The information contained within the site has been provided as complete and in good faith without any express or implied warranty and is subject to change and is as up-to-date as our resources permit.

The information about services and the activities of St Charbel's Care Centre are specific and relevant, and are as up-to-date as advised.

#### **Terms & Conditions**

- 1. St Charbel's Care Centre reserves the right to change the Terms & Conditions without notification of change.
- 2. All copyright, trademarks, design rights, patents and other intellectual property rights (both registered and unregistered) appearing on this website ("Intellectual Property") belong to St Charbel's Care Centre exclusively, or is licensed to St Charbel's Care Centre, unless otherwise indicated. Nothing in these Terms and Conditions grants any right and/or licence for you to use or otherwise deal with any one or more elements of Intellectual Property except as expressly authorised in writing by St Charbel's Care Centre.
- 3. All intellectual property rights in and to all logos and slogans are subject to copyright obligations, owned by St Charbel's Care Centre and, along with all information, text, graphics, advertisements, audio, and multimedia found on this site are not to be copied, reproduced, reused, reposted, repurposed, transmitted, adapted, republished, broadcast, distributed or uploaded without written authorised permission from St Charbel's Care Centre.
- 4. As a condition of use of St Charbel's Care Centre Website, you undertake not to use any of the material on this website in a way that:
  - a) is unlawful or prohibited by these Terms and Conditions;
  - b) is used to impersonate any person or St Charbel's Care Centre;
  - c) is used to create content that is defamatory, obscene, abusive or otherwise infringes the copyrights of St Charbel's Care Centre; or
  - d) breaches the copyright or intellectual property of a third party.
- 5. Transmission of any virus, spyware or other harmful malware or component is prohibited. St Charbel's Care Centre makes no warranties or representations that access to St Charbel's Care Centre website will be secure and free from viruses.

- 6. The information on this site has been provided for personal, non-commercial use only, to provide information on the Service and Organisation of St Charbel's Care Centre.
- 7. Information on services of St Charbel's Care Centre provided on this website is provided for the generic assistance of the public. The information on this website should in no way be interpreted as professional advice, instruction or opinion on your personal circumstances. Please contact an appropriate health or social services professional for advice specific to your situation. We make no representations or warranties that the information provided on St Charbel's Care Centre website is complete, accurate, reliable, up-to-date or suitable for any particular purpose.
- 8. The St Charbel's Care Centre website may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites and/or the actions or inactions of the owners/operators of such websites. The inclusion of any links does not imply a recommendation by St Charbel's Care Centre or an endorsement of the views expressed within them, unless expressly stated so.
- 9. In no event will St Charbel's Care Centre be liable for any loss or damage including without limitation, indirect or consequential loss or damage (including loss of revenue, opportunity or reputation), or any loss or damage of any kind arising from loss of data, information or funds arising out of or in connection with the use of this website. We are not liable for any errors, omissions or defects in the material on St Charbel's Care Centre website.
- 10. You will indemnify St Charbel's Care Centre if it suffers any loss or damage or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by you or your use of or conduct on the St Charbel's Care Centre website.
- 11. The St Charbel's Care Centre website may be accessed throughout Australia and overseas. We make no representation that the St Charbel's Care Centre website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the St Charbel's Care Centre website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access the St Charbel's Care Centre website.

The Website Terms of Use was last updated on 20 February 2020.

# **Payment Terms of Use**

#### **Internet Donations**

This website is enabled for online donations using a secure donation server. However, despite the security on the website, you should be aware that there are inherent risks in transferring information across the Internet.

We record on our fundraising database the Internet donor's name, address, email, telephone, amount donated, and if the funds are for a specified gift. Our fundraising database is protected by secure user IDs and passwords, to help protect it from misuse, unauthorised access, modification or disclosure.

When making a donation on the Internet, you are given the option (in wording of equal size to all other information requested) to untick a box to opt out of receiving future email communications. If this is not changed, you may receive fundraising material from St Charbel's Care Centre and your email address will be added to our email database. You may remove your name from this database at any time. Our emails include an unsubscribe link to facilitate this.

### Deductible gift recipient status

Gifts of \$2 or more to the charitable works of St Charbel's Care Centre in Australia are tax deductible.

St Charbel's Care Centre and the Lebanese Maronite Order are entities of the Trustees of the Lebanese Maronite Order (ABN 46 891 896 885). The Trustees of the Lebanese Maronite Order is registered with the Australian Charities and Not-for-profits Commission (ACNC).

#### Refund Policy Statement (Donations)

St Charbel's Care Centre expects that anyone wishing to donate St Charbel's Care Centre will consider their decision carefully and check monetary amounts during transactions.

St Charbel's Care Centre recognises that it is possible to make an error when making an online transaction. It can also occur that an error is made by St Charbel's Care Centre or our financial institution.

Under this policy, we will endeavour to refund donations in accordance with the following principles:

- 1. If an error is made in making an online donation, we will honour all requests for refund that are made in writing within 14 days of the date the transaction was made. The written refund request should include the details of the initial transaction including date, donation amount, donor's name, reference (if applicable), the receipt number, and the nature of the error. If the transaction is not traceable, for example, a cash donation for which there was no identity, no refund can be considered.
- 2. St Charbel's Care Centre will fully examine all requests for refund and endeavour to ensure that genuine errors are rectified, however we are under no obligation to give refunds and the decision on refunds will be at St Charbel's Care Centre's discretion.

- 3. If an amount is adjusted and a receipt has been issued, the original receipt issued for the incorrect amount will become invalid and a new receipt will be issued for the amount of the adjusted donation.
- 4. Refunds will be returned using the original method of payment, less the bank charges that will be incurred by St Charbel's Care Centre to process the refund. St Charbel's Care Centre, which is a not-for-profit organisation, reserves the right to deduct any bank or transaction charges for any refund processed.
- 5. Should an error be made by St Charbel's Care Centre or our financial institution, a refund of the full amount will be made once we are notified of the error in writing. Should an error be detected and a request for refund be made after 60 days have passed from the initial date of the transaction, St Charbel's Care Centre regrets that it is unable to refund any monies.
- 6. Requests for refund can be sent to:

St Charbel's Care Centre Finance Officer 2 Waterloo Road Punchbowl NSW 2196 AUSTRALIA Email: <u>info@stcharbelscarecentre.org.au</u>

The Payment Terms of Use was last updated on 20 February 2020.