

These terms and conditions and privacy policy are effective as of 10 October 2008.

About this and our other websites – are web sites operated by Bicycle NSW Inc (ABN 26 511 801 801) ('Bicycle NSW') under the domain name www.bicyclensw.org.au, www.springcycle.com.au, www.gearupgirl.com.au, www.pushon.com.au and www.earthride.com.au ("Web Sites"). Your use of the information, graphics and material on the Web Site ("Content") is governed by these Terms of Use.

Limitation of Liability Subject to any responsibilities implied by law and which cannot be excluded, Bicycle NSW nor any of its directors, employees, servants or agents is liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever arising out of or referable to the Content on the Web Site whether in contract, tort, negligence, statute or otherwise.

Privacy Bicycle NSW respects and upholds individuals' rights to privacy protection under the National privacy Principles as contained within the Privacy Amendment (Private Sector) Act 2000 (Australian Commonwealth 2000)

This privacy policy describes how we manage personal and/or sensitive information we collect from you.

- What Information do we collect: (only with your consent)
 - Name
 - Telephone number
- Email address
- School statistics
- Address
- Date of Birth
- Gender
- Fax Numbers
- Other family members in membership or event applications
- T shirt size - when applicable
- Meal Preference - when applicable
- Name and address of an emergency contact (where you wish to participate in an event).

How We Collect Personal Information

Bicycle NSW collects personal information in a number of ways, including:

- in written application forms submitted by persons wishing to be a Bicycle NSW member, or to register for Bicycle NSW's events. These forms can be submitted by mail, fax or through secure sections of our website;
- directly from members and other riders by telephone; and
- through surveys.

Data Use: How do we use personal information about you?

- * for sending you our mailouts (only if you have subscribed)
- * for service planning
- * for research & development

Data disclosure: Who do we share information with? We do not provide contact information to third party marketers. Bicycle NSW undertakes to disclose your Data only under the following circumstances:

- * In the course of business being conducted between you and Bicycle NSW
- * in other circumstances that are directly implied by the purpose agreed between you and Bicycle NSW



- * when permitted by you or at your request
- * where legally required to do so.

Security: What measures do we take to protect your data? Bicycle NSW takes appropriate precautions to safeguard data at a level commensurate with the sensitivity of the data.

Bicycle NSW will handle your information in accordance with the National Privacy Principles contained in the Privacy Act 1988 (Cth). Bicycle NSW will rely on the employee record and related companies exemptions where appropriate.

We do this by:

- * storing personal data in manner that ensures security against unauthorised access, alteration or deletion.
- * only transmitting personal data in a manner that ensures security against unauthorised access, alteration or deletion.
- * undertaking to implement appropriate measures to ensure security of personal Data against inappropriate behaviour by the organisations staff-members and contractors. This is done by providing: i) training for staff in relation to privacy; ii) access control, to limit access to sensitive data to those staff and contractors who have legitimate reasons to access it; iii) audit trails of accesses, including the identities of staff and contractors accessing the data; iv) reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour; v) declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour clear communication of policies and sanctions; vi) and processes to audit, to investigate and to impose sanctions.

Data Retention and Destruction Bicycle NSW undertakes to retain Your Data only as long as is consistent with its purpose; and to destroy Your Data when its purpose has expired, and to do so in such a manner that Your Data is not subsequently capable of being recovered.

In the event that you dispute some aspect of Your Data, Bicycle NSW undertakes to take reasonable steps in relation to the amendment, supplementation or deletion of Your Data, provided you undertake to not to seek access for frivolous purposes, or unreasonably frequently; to accept that deletion of some data may not be consistent with the provision of particular services by Bicycle NSW to you.

Marketing Material from our sponsors and marketing partners

Bicycle NSW is a not-for-profit organisation. In order to fund its operations, Bicycle NSW will from time to time enter into sponsorship or marketing partnership arrangements with commercial organisations. Where our marketing partners or sponsors are able to offer our members and subscribers offers for products or services or information on upcoming events we are keen to pass this information on to you. As such, Bicycle NSW (or our service providers) may contact you by mail, telephone, SMS or e-mail to inform you of these offers if you have consented to be contacted for these purposes. . You may at any time contact our Privacy Officer to "opt-out" of such communications. The contact details are:

Privacy Officer
Bicycle New South Wales,
GPO Box 272
Sydney NSW 2001
Telephone: (02) 9218 5400
Facsimile: (02) 9281 6099

Handling of Enquiries, General Concerns and Complaints If you have enquiries, general concerns, or complaints about these Terms, or about Bicycle NSW's behaviour in relation to these Terms, you undertake: to communicate them in the first instance:

- *to Bicycle NSW only;



- *in sufficient detail;
- * through a channel made available by Bicycle NSW for that purpose;

Bicycle NSW undertakes:

- * to provide one or more channels for communications to Bicycle NSW, which are convenient to users;
- * to promptly provide acknowledgement of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and This Company's reference-code for the communication;
- * to promptly provide a response to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue Bicycle NSW through any Regulator or the media:

- * until and unless Bicycle NSW has had a reasonable opportunity to respond to the initial communication; and
- * while Bicycle NSW and you remain are conducting a meaningful dialogue about the matter.

Storage and Security

Bicycle NSW strives to protect the personal information you provide us with from misuse, loss, unauthorised access and unauthorised disclosure. Personal information we receive is stored mainly electronically, on a secure server database. We also restrict physical access to that server.

The Internet is not a secure environment. If you send us information via this medium, including your personal details, it is at your own risk. We cannot guarantee the security of any information you transmit to us or receive from our services. However, once we receive your transmission we make our best effort to ensure its security.

Cookies

When you visit our website, or download information from it, Bicycle NSW and our internet services provider may make a record of your visit and record the following information:

- your internet address;
- your domain name (if applicable);
- the date and time of your visit to the website;
- the pages you accessed and documents you downloaded;
- the previous website you have visited; and
- the type of browser you are using.

Governing law Bicycle NSW declares that its undertakings in these Terms are intended to create legal obligations, and that those obligations are intended to be enforceable under the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

Changes to this policy Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on this site. If we make changes, we will post them and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

Contacting the Website If you have any questions about this privacy policy, please contact Elizabeth Hole at ehole@bicyclensw.org.au You may also contact us by writing to GPO Box 272 Sydney NSW 2001 Australia

