

Privacy Policy

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Policy Contact:	HR
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Applies To:	DRA Staff & Contractors

1. Preamble

- 1.1. At Destiny Rescue Australia (ABN 15 454 771 860) ("**Destiny Rescue**"), we exist to rescue children from human trafficking and child sexual exploitation and equip them to remain free. We understand that part of this mission means respecting each individual we deal with and this extends to respecting and protecting Personal Information.
- 1.2. To the extent that the Privacy Act 1988 (Cth) (**Privacy Act**), and the Australian Privacy Principles (**APPs**) govern the way in which we must manage your Personal Information, this Privacy Policy sets out how we collect, use, secure, disclose and otherwise manage Personal Information about you.

2. Purpose and Principles

- 2.1. The purpose of this policy is to provide a framework for Destiny Rescue Australia (DRA) in dealing with privacy considerations.

3. Scope

- 3.1. This policy applies to:
 - 3.1.1. DRA personnel (as defined)
 - 3.1.2. Contractors engaged by DRA

- 3.2. DRA management will take steps to ensure that all DRA personnel and contractors are made aware of their obligations under this policy.

4. Definitions

- 4.1. **“Personal Information”** means information or opinions about an identified individual who is reasonably identifiable whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.
- 4.2. **“Sensitive Information”** means information or opinions about such things as an individual’s racial or ethnic origin, political opinions, membership of a political, professional or trade union body or association, religious or philosophical beliefs, sexual orientation, or criminal or medical information.
- 4.3. **“We, us, our”** means DRA, its directors, employees, servants, and assignees.
- 4.4. **“Website/s”** means one or more of the following websites: destinyrescue.org, destinyrescue.org.au, destinyrescueshop.org, and destinyrescueshop.org.au.
- 4.5. **“You, your”** means you, the person accessing our Website/s and/or making use of the services the Website/s provides.

5. Policy Statement

- 5.1. DRA collects and administers a range of personal information for the purposes of fundraising and communications. The organisation is committed to protecting the privacy of personal information it collects, holds and administers.
- 5.2. DRA recognises the essential right of individuals to have their information administered in ways that they would reasonably expect, both protected and made accessible to them. These privacy values are reflected in and supported by DRA’s core values and philosophies, and also reflected in this Policy, which is compliant with the Privacy Act 1988 (Cth).
- 5.3. DRA is bound by laws which impose specific obligations when it comes to handling information. The organisation has adopted the following principles contained as minimum standards in relation to handling personal information.
- 5.4. DRA will:
 - 5.4.1. Collect only information that the organisation requires for its primary function;
 - 5.4.2. Ensure that stakeholders are informed as to why we collect the information and how we administer the information gathered;

- 5.4.3. Use and disclose personal information only for the organisation's primary functions, a directly related purpose or for another purpose with the person's consent;
- 5.4.4. Store personal information securely, protecting it from unauthorised access; and
- 5.4.5. Provide stakeholders with access to their own information and the right to seek its correction

6. Procedures and Processes

6.1. Why do we collect Personal or Sensitive Information?

- 6.2. DRA only collects Personal Information from you that is necessary to carry out and provide its services to you. Collection of Personal Information enables us to customise settings and preferences for the next time you visit our Website/s.
- 6.3. The Personal Information we collect will depend on the services you request for us. Generally, the types of Personal Information that will be collected include:
 - 6.3.1. Your name;
 - 6.3.2. Your current and previous address;
 - 6.3.3. Your telephone and/or mobile number;
 - 6.3.4. Your email address; and
 - 6.3.5. Your credit card, or Paypal details, and card transaction data (such as the location of the transaction, the time and date of the transaction, enhanced transaction information, and the amount of the transaction).
- 6.4. In addition, information may be collected through the use of our digital platforms including (but not limited to):
 - 6.4.1. your geographic location;
 - 6.4.2. your user preferences; and
 - 6.4.3. "cookie" information.

6.5. How do we collect Personal or Sensitive Information?

- 6.6. Personal information about you may be collected by us through a variety of avenues, and will generally be collected from you directly (including any forms submitted to us), over the internet, via email, or through a telephone conversation with you.
- 6.7. The main points at which we will collect Personal Information is when you fill in one or more of our online forms, register for services online, subscribe to

our mailing list, become a volunteer, engage in corporate sponsorship or make a personal donation, or otherwise provided via email, telephone or facsimile.

6.8. Personal Information may also be collected by us from time to time through other avenues including through contracts with third parties or goods/services suppliers, social media channels, or through other general initiatives that we may conduct. In such cases, we will take all reasonable steps to ensure that you are made aware of the Personal Information that has been provided to us by the relevant third party in advance, or where that is not possible, as soon as reasonably practicable after the information has been collected.

6.9. If we receive unsolicited information about you that we do not ask for or which is not directly related to our functions or activities, we may be required to destroy or de-identify that information, provided it is lawful and reasonable to do so.

6.10. Failure to Provide Information

6.11. If the Personal Information you provide to us is incomplete or inaccurate, we may be unable to provide you, or someone else you know, with the goods and services you, or they, are seeking.

6.12. If there are any changes to your Personal Information please advise us so that we may update our records to reflect those changes. You may unsubscribe from our mailing/marketing lists at any time. To unsubscribe, please contact us using the contact details provided in this Privacy Policy.

6.13. Internet Users

6.14. If you access our Website/s, we may collect additional Personal Information about you in the form of your IP address and domain name.

6.15. Our Website/s uses cookies. The main purpose of cookies is to identify users and to prepare customised web pages for them. Cookies do not identify you personally, but they may link back to a database record about you. We use cookies to monitor usage of our Website/s and to create a personal record of when you visit our Website and what pages you view so that we may serve you more effectively. Popular browsers will usually give users a level of control over cookies. You can set your browsers to accept or reject all, or certain, cookies. You can also set your browser to prompt you each time a cookie is offered. Most cookies are easy to delete, and the Help function

within your browser should tell you how. Some digital services may not load properly or function as intended if cookies are disabled.

- 6.16. Our Website/s may contain links to other websites. We are not responsible for the privacy practices of linked websites and linked websites are not subject to our privacy policies and procedures.

6.17. How do we use your Personal Information?

- 6.18. When we collect Personal Information we will, where appropriate and possible, explain to you why we are collecting the information and how we plan to use it.
- 6.19. Unless we have your authorisation or are otherwise authorised by law, we will only use your
- 6.20. Personal Information in the circumstances specified in this Privacy Policy. Unless we have your authorisation or are otherwise authorised by law, we will only use your Personal
- 6.21. Information for the purpose it was collected for.
- 6.22. Generally, we will collect, use, and hold your Personal Information if it is reasonably necessary for or directly related to the performance of our functions and activities. Some examples of where we would typically use your Personal Information include:
 - 6.22.1. To assist you in establishing and maintaining your relationship as a sponsor, volunteer, presenter or other person associated with our cause;
 - 6.22.2. To provide you, or someone else you know, with goods and services;
 - 6.22.3. To administer and manage those services, including correspondence and the provision of information;
 - 6.22.4. To enable your credit card transactions;
 - 6.22.5. To provide you with information about other goods and services that we, our related entities and other organisations that we have affiliations with or that may be of interest to you;
 - 6.22.6. To facilitate our internal business operations, including internal record keeping and the fulfilment of any legal requirements;
 - 6.22.7. To research and analyse our goods and services and customer needs, with a view to developing new or improved goods and services; and
 - 6.22.8. To answer any enquiries you may have.

6.23. How do we use your Sensitive Information?

- 6.24. At your consent, we may collect your sensitive information. In the event that we do, we will only use your sensitive Information in the circumstances specified in this Privacy Policy, with your authorisation, and for the purpose that it was collected for.
- 6.25. Accessing your Personal Information**
- 6.26. In most cases, you can gain access to the personal information we hold about you, subject to some exemptions available by law.
- 6.27. If you wish to access your Personal Information, please submit a written request to us, and we will attend to it within a reasonable period. DRA will not charge any fee for your request but may charge an administration fee for the provision of a copy of your Personal Information. In order to protect your Personal Information, we may require identification from you before releasing such information.
- 6.28. We may decline a request for access to Personal Information in the circumstances prescribed by the Privacy Act, and if we do, you will be provided with reasons in compliance with the Privacy Act (unless it would be unreasonable to provide those reasons).
- 6.29. If, upon receiving access to your Personal Information or at any other time, you believe the Personal Information we hold about you is inaccurate, incomplete, or out of date, please notify us immediately. We will take reasonable steps to correct the information so that it is accurate, complete, and up to date.
- 6.30. If we refuse to correct your Personal Information, we will give you a written notice that sets out our reasons for our refusal (unless it would be unreasonable to provide those reasons), including details of the mechanisms available to you to make a complaint. There is no fee for making any corrections to your Personal Information.
- 6.31. Disclosure of Personal Information**
- 6.32. We do not sell or trade your Personal Information to or with outside parties.
- 6.33. Generally, we only use or disclose Personal Information about you for the purposes for which it was collected (as set out above). We may disclose Personal Information about you to third parties who assist us in operating our Website/s, conducting our business, or servicing you. We may also disclose your Personal Information to service providers who assist us in operating our business (including financial institutions, cloud data storage suppliers, IT

suppliers, mail distribution service suppliers or professional advisors such as lawyers, accountants, and auditors). Where possible, we endeavour to obtain an agreement from those third parties to deal with the Personal Information in accordance with this Privacy Policy and the Privacy Act.

- 6.34. Our service providers are not permitted to sell, use or disclose your contact details or contact you for any purpose other than the purpose for which they have received your Personal Information (unless required by law).
- 6.35. We may also release your Personal Information when required by law or deemed necessary to enforce our site policies or to protect our rights, property, or safety.
- 6.36. Anonymised and de-identified visitor information may be provided to other parties for marketing, advertising, or other uses.
- 6.37. Disclosure of Personal Information overseas
- 6.38. We are assisted by a variety of external service providers to deliver our services, some of whom may be located overseas. These third parties are too numerous to list, and they change from time to time. Some examples of the types of third parties include:
 - 6.38.1. website analytics providers such as Google, located in the US;
 - 6.38.2. App service providers such as Salesforce are located in Singapore.
 - 6.38.3. hosting service providers such as Linode, located in the US;
 - 6.38.4. third-party software providers such as Salesforce and Xero, located across Australia, New Zealand and the US;
 - 6.38.5. developers, IT system administrators, and support staff, located in the Philippines. While our developers and support staff rarely access live data, they may do so when troubleshooting complex support requests or bugs, or designing new functionality to address your feature requests, and
 - 6.38.6. promotion or marketing service providers, such as Mailchimp Chimp located in the US.
- 6.39. In many cases, we impose contractual restrictions equivalent to those imposed on us under the Privacy Act in respect of the collection and use of Personal Information by those third parties. In some cases, such as social media networks, our ability to impose contractual restrictions is limited. In those circumstances, we will carefully consider the risks to the protection of Personal Information when entering into arrangements with third parties.

- 6.40. Our service providers are not permitted to sell, use or disclose your contact details or contact you for any other purpose unless required by law.
- 6.41. Under no circumstances will we sell or receive payment for licensing or disclosing your Personal Information.
- 6.42. Direct Marketing**
- 6.43. We will never knowingly send you unsolicited commercial electronic messages. More information on the Spam Act 2003 (Cth) is available from the regulator's website: <http://www.acma.gov.au/spam>.
- 6.44. If you subscribe to our mailing list, fill in one or more of our online forms, or register for services online, we may use or disclose your Personal Information (excluding sensitive information) for direct marketing purposes. We will obtain your specific consent to disclose sensitive information for the purposes of direct marketing our services. We may include third-party offers in marketing materials we send to you.
- 6.45. You will be able to opt out of direct marketing at any time with no charge to you, or request us to provide you with our source of information, by email to admin@destinyrescue.org, or through the unsubscribe link found in all marketing emails we send. We will then ensure that your name is removed from our mailing list.
- 6.46. If you receive communications from us that you believe have been sent to you other than in accordance with this policy, or in breach of any law, please contact us using the details provided below.
- 6.47. Security of Personal Information**
- 6.48. Your Personal Information is stored in a secure server or secure files located in Australia, or transferred to a server located in Australia and hosted by a third party. We will take all reasonable steps to ensure any third-party data storage suppliers we partner with treat your data in a manner that reasonably protects it from misuse, loss, unauthorised access, modification or other disclosure. All supplied Personal Information is transmitted via Transport Layer Security ("TLS") technology and then encrypted into our database, only to be accessible by those authorised with access rights to such systems. All payment information, such as credit card details, is also transmitted via TLS directly to our payment provider and is never sent to, or stored on, our servers.

6.49. We process payments through a secure merchant banking facility and are compliant with PCI-DSS (Payment Card Industry Data Security Standard). In some cases where recurring payments are made, financial credit card information may be stored within our payment gateway provider in an encrypted form. Credit card information will not be stored on our servers in any form. Credit card information is never stored in a cookie. If you use PayPal to complete a transaction, your personal information (including credit card information) will be collected and used by PayPal.

6.50. DRA's information handling processes will be regularly monitored to ensure that they are secure and that existing security measures are sufficient.

6.51. Eligible Data Breaches

6.52. An 'eligible data breach' arises when the following three criteria occur:

- 6.52.1. unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information;
- 6.52.2. that is likely to result in serious harm to one or more individuals and
- 6.52.3. DRA has been unable to prevent the likely risk of serious harm with remedial action.

6.53. Examples of a data breach include when:

- 6.53.1. a device containing customers' personal information is lost or stolen
- 6.53.2. a database containing personal information is hacked
- 6.53.3. personal information is mistakenly provided to the wrong person

6.54. An 'eligible data breach' that triggers notification obligations is a data breach that is likely to result in 'serious harm' to any of the individuals to whom the information relates.

6.55. Serious harm may include serious physical, psychological, emotional, financial, or

6.56. reputational harm.

6.57. Relevant matters to assist the assessment of serious harm include:

- 6.57.1. kind of information
- 6.57.2. sensitivity of the information
- 6.57.3. if the information is protected by one or more security measures
- 6.57.4. kind/s of person/s who has obtained, or who could obtain, the information

- 6.57.5. if a security technology or methodology was used in relation to the information and was designed to make the information unintelligible or meaningless to persons not authorised to obtain the information
- 6.57.6. the kind/s of person/s who has obtained or who could obtain the information, who may have intentions of causing harm and circumventing the security technology or
- 6.57.7. Methodology
- 6.57.8. nature of the harm
- 6.58. Some kinds of personal information may be more likely to cause an individual serious harm if compromised, including:
 - 6.58.1. documents commonly used for identity fraud (Medicare card, driver's licence, passport)
 - 6.58.2. financial information
 - 6.58.3. A combination of types of personal information, allowing more to be known about
 - 6.58.4. individuals
- 6.59. The specific circumstances of the data breach are relevant when assessing whether there is a risk of serious harm to an individual, including:
 - 6.59.1. Whose personal information was involved in the breach? Some individuals are more
 - 6.59.2. vulnerable, increasing the risk of serious harm
 - 6.59.3. How many individuals were involved? The scale of the breach affects the likelihood of risks
 - 6.59.4. Do the circumstances of the data breach affect the sensitivity of the personal information
 - 6.59.5. How long has the information been accessible?
 - 6.59.6. Is the personal information adequately encrypted, anonymised, or not easily accessible?
 - 6.59.7. What parties may/ have gained unauthorised access to the personal information intended for malicious purposes
- 6.60. When DRA becomes aware that an eligible data breach has occurred, the Privacy Officer will promptly organise the notification of individuals at likely risk of serious harm, where serious harm cannot be mitigated through remedial action.

- 6.61. The Privacy Officer will also notify the Office of the Information Commissioner as soon as practical through a statement about the eligible data breach.

6.62. Retaining your Personal Information

- 6.63. When your Personal Information is no longer required for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files, which will be kept by us for a minimum of 7 years.

6.64. Changes to our Privacy Policy

- 6.65. Our Privacy Policy may be amended from time to time. An up-to-date version of our Privacy Policy can be collected from our office or viewed on our Website/s. It is your responsibility to review our Website/s regularly to keep up to date with any amendments.
- 6.66. We may do things in addition to what is stated in this Privacy Policy to comply with the APPs, and nothing in this Privacy Policy shall deem us to have not complied with the APPs.
- 6.67. The laws of Queensland, Australia, apply to this Privacy Policy, and the parties submit exclusively to the courts of that jurisdiction in relation to any alleged breach of this Privacy Policy.

6.68. Complaints

- 6.69. You can lodge a complaint with us in writing if you believe that we have breached our obligations to you under this Privacy Policy.

6.70. Contact Us

- 6.71. If you have any queries or concerns about our Privacy Policy or would like further information about the way we handle your Personal Information, please contact our office at:
- 6.71.1. Postal address: PO Box 1197, Buddina, QLD, 4575
 - 6.71.2. Street address: 2/26 Premier Cct, Warana, QLD, 4575
 - 6.71.3. Telephone: 1300 738 761
 - 6.71.4. Email address: policies@destinyrescue.org.
 - 6.71.5. Website: <https://www.destinyrescue.org.au/>
- 6.72. For more information about privacy in general, you can visit the Office of the Information Commissioner's website at <http://www.oaic.gov.au>.
- 6.73. If you wish to make a complaint about the collection, use, or disclosure of your Personal Information, a breach of the Privacy Act, the APPs, or a privacy

code that applies to us, please contact our privacy officer or make a complaint via the complaint form in the contact us section of the website.

- 6.74. If, after this process, you are not satisfied with our response, you can submit a complaint to the Office of the Information Commissioner. To lodge a complaint, visit the “Complaints” section of the Information Commissioner’s website, located at <http://www.oaic.gov.au/privacy/privacy-complaints>, to obtain the relevant complaint forms, or contact the Information Commissioner’s office.

7. Policy Review

- 7.1. This document may be changed from time to time in line with current best practice and other requirements, and to ensure that business needs are met. You will be consulted and advised of any changes as far in advance as possible of the change being made.
- 7.2. At a minimum, this policy will be reviewed every five years.

8. Further Assistance

- 8.1. For further assistance or clarification on this policy, please contact HR at policies@destinyrescue.org.

Version :	Author:	Revision Date:	Description of Change:	Approved by:
2.0	HR			
3.0		19/02/2025	Update Including Eligible Data Breaches	
4.0	Various	08/2025	Policy Review and Approval	Tony Kirwan and DRA Board