



Our Privacy Policy

1. Purpose

KARI Foundation Ltd cares about protecting your privacy and is required by law to comply with the Privacy Act 1988 (Cth) (the Act), including the Australian Privacy Principles (APPs). We take our privacy obligations seriously and this Policy outlines our privacy practices. It explains how:

- (a) we collect, manage, use, store and secure your personal information
- (b) you may access and request correction of any record containing your personal information
- (c) you may make a complaint about a breach of privacy.

2. Scope

The Policy applies to our staff, volunteers, contractors and suppliers who handle personal information collected by KARI and its related entities from time to time, including KARI Foundation Ltd.

- It applies to personal information for individuals that are external to us such as donors, clients and suppliers (**you, your**).
- By providing your personal information to us, you consent to the use, storage and disclosure of the personal information you provide to us as described in this Policy.

3. How we manage your Personal Information

We will:

- take all reasonable steps to ensure we are open and transparent about the way we manage your personal information
- maintain adequate security of personal information to seek to protect it from misuse, interference and loss from unauthorised access, modification or disclosure
- establish reporting channels to receive privacy inquiries from you and for reports of privacy breaches to be received and acted upon
- conduct risk assessment for all new and significant business projects which consider privacy impacts
- provide an option for you to use a pseudonym or otherwise be anonymous unless it is impermissible, impractical or inhibits the adequacy or quality of service provided to you
- appoint a Chief Privacy Officer to oversee privacy governance processes, ensure compliance with the APPs and report on privacy issues to our Executive Committee and the Board Audit & Risk Committee
- provide this Policy free of charge and in an appropriate form for public access
- provide relevant work training and privacy awareness on how the APPs apply to us and how they are reflected in privacy practices, procedures and systems
- periodically review this Policy as well as the privacy practices, procedures and systems across our organisation to ensure that they remain appropriate to the changing environment we operate in and will notify you by, informing you in our regular communications or posting an updated version of this Policy on our websites.

4. Personal Information we collect and hold

4.1 Kinds of Personal Information

4.2 We will only collect information about you that is reasonably necessary for our functions or activities which are listed under point

This may include:

- your name, address, contact and bank and credit card details for clients, volunteers, suppliers and donors
- your image, video and sound recordings
- information associated with web browsing, email, text messaging, phone calls or other electronic interaction with you including your phone number and user name
- for donors, details relating to your donations and information relevant to the purpose of better identifying donor sources
- for others, other information relevant to the purpose of providing services such as family and living circumstances, education qualifications, employment history, financial information including income, tenancy details, rental history and tenancy reference checks, interests, feedback preferences, user names and passwords, guardianship and service feedback and complaint details
- sensitive information about you that may include your gender, age, date of birth, health, disability, mental health, racial or ethnic origin, criminal convictions, religious affiliation, tax file numbers, and other particulars required as part of our funding obligations and/or that are relevant for the proper provision of the services that we provide
- survey and questionnaire responses

How we collect and hold Personal Information:

Where possible, personal information is collected directly from you with your consent at the time of your interaction with us. In some services, personal information is:

- received from third parties where you are transferred or referred to us for the services that we provide;
- received from third parties who obtain your personal information from publicly available sources; or
- transferred between our own services provided it relates to the primary purpose for which it was collected.

Personal information may be collected in hard copy form or electronic form. Hard copy records are required to be held securely. We hold electronic records in databases with security safeguards. Some of those databases are government controlled while some are held by a third party provider.

Where consent to collection is sought, it is sought voluntarily from you and we will inform you of what you are consenting to. Our consent agreements are current and specific to the services to be provided to you.

We will not collect sensitive information about you unless you have consented; it is required by law; or in other special specified circumstances, for example relating to health services provision and individual or public health or safety.

4.4 Purposes for which we collect, use and disclose Personal Information

We collect, hold and use personal information only for the primary purposes for which it was collected or as set out below including:

- to provide services which may include, case management, housing support, employment services, counselling, education, volunteering, learning and development and fundraising. Personal information may be shared between more than one legal entity within KARI to provide, expand or improve the services we provide to you or assist with more efficient service delivery
- to comply with the requirements of funding bodies as part of a funding agreement with us
- to operate fundraising and charitable activity in support of our objectives
- to provide customer service functions, including handling customer enquiries, complaints and feedback
- to facilitate proper governance processes such as risk management, incident management, internal audit and external audits
- to gather feedback from you and other individuals about the quality of services that we provide so that the services we provide can be continuously improved
- to undertake marketing, fundraising and promotional activities, including activities to better identify donor sources, events and conferences organised and held by us
- to satisfy legal obligations, comply with applicable laws and meet the requirements of bodies which regulate the services we provide
- to understand, through aggregated information, trends and patterns which we use for research and advocacy
- to fulfil other purposes which you have consented to.

4.5 Disclosure to third parties

We will not disclose your personal information to other external organisations except:

- as required by funding agreements
- as required by law
- for transfer to another service provider in accordance with funding agreements
- where we have your consent to do so through your acceptance of this Policy and the disclosure relates to the goods or services we provide to you
- for a purpose permitted by this Policy; or
- if you request us to do so.

Examples of organisations and/or third parties that your personal information may be provided to include:

- external service providers where you are transferring to a service provider that is not part of us
- a government agency, as required by our funding agreements (which may be for example by portal directly into the agency's database system)
- third party service providers who assist us with the delivery of services or who provide services to or partner with us to enable us to deliver services, or in undertaking quality assurance of our services
- third party service providers who assist us with fundraising activities or strategy, identifying donor sources or analysis of our fundraising activities, strategy or patterns (including data collectives)
- third parties who assist us with co-ordination of volunteers, community activities and advocacy
- government or non-government agencies where we have a reasonable concern regarding your safety or wellbeing
- third parties who collate and/or analyse information for the purposes of research and advocacy
- third parties for the electronic storage of information, some of which may be overseas

Whilst we seek to ensure through our contracts with external parties that they comply with the Act regarding the use of your personal information, we have limited control around how some external parties (for example, government agencies) use your personal information.

4.6 Opt-outs

If you do not wish to receive marketing or promotional communications from us, you should 'unsubscribe' online where a link is provided. In other circumstances, you should contact us on the email addresses below and we will cease the relevant marketing or promotional communication:

For donors: contactUs@kari.org.au

For other individuals: corporatepartnerships@kari.org.au

Where we are providing services to you, we need to be able to communicate with you in relation to those services.

5 How you can access and correct your Personal Information

5.1 Access

You are entitled to request access to the personal information held by us about you. This is generally provided upon your request subject to completion of our verification and risk processes and to access restrictions imposed or permitted by law. Requests are made to the same point of contact to whom you provided your personal information.

5.2 Correction

Where you inform us that information held by us about you is inaccurate, out-of-date, incomplete, irrelevant or misleading, we will correct it where we agree with you. Notices by you to us to amend information held about you are made to the same point of contact to whom you provided your personal information.

If, having received and considered an application from you to amend your information, we do not consider that the information should be amended, we will not amend it but we will include a note with the information that you consider that it should be amended, and advise you accordingly.

6 Overseas Disclosure

We may store personal information that we collect about you with third parties who store it overseas for our use. We do not disclose personal information about you overseas without your consent. However, we may use overseas or cloud-based data hosting facilities which may result in personal information provided to us being transferred to, and stored at, a destination outside Australia, including but not limited to United Kingdom, New Zealand, Canada, China, Singapore, Hong Kong and United States of America.

You are taken to expressly agree and consent to the transfer, storing or processing of your personal information outside of Australia in submitting it to us. In providing consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection requirements as Australia in relation to personal information.

If you do not agree to the transfer of your personal information outside Australia, you should contact KARI Foundation Ltd at:

Email: contactUs@kari.org.au

7 Retention of personal information

We will retain your personal information in accordance with applicable laws or requirements of any government or other funding body's record-keeping requirements.

8 Mandatory Notifiable Data Breaches

We will comply with the notification and other requirements of the Act where your personal information held by us has been inadvertently lost or disclosed or improperly accessed and that loss, disclosure or access may result in serious harm to you.

9 What to do if you have a privacy enquiry or complaint

If you have an enquiry or a complaint concerning collection, use or management of your personal information, please direct your enquiry or complaint to the staff member who is your ordinary contact. Our staff will outline options regarding how your enquiry or complaint may be resolved. We will aim to respond and resolve your enquiry or complaint in a timely and appropriate manner. If we don't, you may:

- take it to a more senior manager, and/or
- call to look for consideration of alternative action.

Where none of the above approaches by you has resolved the issue, your enquiry or complaint should be put into writing and forwarded to the **Australian Information Commissioner**. We will treat your enquiry or complaint confidentially. You may contact the **Australian Information Commissioner** wherever you believe that your rights to privacy have been breached by us.

Refund Policy

- If a donor contacts KARI Foundation Ltd and requests a refund of a donation made to an organisation through KARI Foundation Ltd, we will endeavour to help out.
- If the funds have not been remitted to the organisation (and it is more than 2 business days prior to the monthly remittance proceeding), the donated funds can be refunded by KARI Foundation Ltd to the donor if the donor has a valid reason for requesting the refund. The only exception is a donation made by direct debit – this cannot be refunded as it does not leave a sufficient audit trail. The donor must go to the organisation to request a refund.
- If the funds have been remitted to the organisation, the donor must contact the organisation directly to request the refund.
- This is outlined in the Terms and Conditions agreed by the donor when registering an online donation appeal with KARI Foundation Ltd.

Fundraising for KARI Foundation - Terms & Conditions

These Terms of Agreement provide the basis for a fundraiser/event to be organised by the Community Fundraiser on behalf of KARI. By signing and returning the Application to Fundraise, the Community Fundraiser indicates acceptance of these terms and conditions and there after these terms and conditions will form the basis of any dealings between KARI Foundation Ltd and the Community Fundraiser in relation to the fundraiser/event.

“**Community Fundraiser**” means the individual or organisation holding the fundraiser/event for the benefit of KARI.

Community Fundraising activities must be consistent with industry guidelines and KARI Foundation Ltd values as outlined in the section ‘Donations we cannot accept’.

For more information regarding our Community Fundraising Guidelines.

Approval

For a fundraiser to be approved, the Community Fundraiser will need to complete and sign the Application to Fundraise form. The Community Fundraiser will be notified in writing if their proposal is successful.

KARI Foundation Ltd reserves its right to withdraw its approval for the activity/event at any time if it appears that the Fundraiser is failing to adhere to any of the above terms and conditions. The Community Fundraiser accepts that KARI Foundation Ltd will not be liable for any loss or costs incurred by the Community Fundraiser as a result of withdrawing its approval.

Authority to Fundraise

Regulation and best practice in Australia dictate that any person or organisation fundraising must have an 'authority to fundraise'. The Community Fundraiser is not authorised to use KARI Foundation Ltd as its beneficiary charity until it has received an authorisation letter from KARI Foundation Ltd.

The '**authority to fundraise**' will be sent by KARI Foundation Ltd after:

- we have received a written and signed application from the Community Fundraiser;
- we are satisfied that the fundraiser/event will produce a reasonable return after expenses have been deducted;
- we are satisfied that the fundraising activity aligns to the aims and values of KARI
- we are satisfied the fundraising activity is not high risk.

The fundraiser/event shall be conducted in the Community Fundraiser's name and is the sole responsibility of the Community Fundraiser. The Community Fundraiser is responsible for all aspects of the fundraiser/event including event organisation, publicity and prizes and compliance with applicable laws and regulations. The Community Fundraiser is expected to understand circumstances as to when a receipt can be issued and the charitable rules and regulations around donations. The Community Fundraiser may fundraise during the approved dates only, and only for the approved event or activity indicated in the Authority to Fundraise letter. If one wishes to extend or change any aspect of their fundraising event or activity, additional approval from KARI Foundation Ltd needs to be sought.

KARI Foundation Ltd is not able to take a coordination role in Community Fundraising activities and its officers cannot assist in soliciting prizes, organising publicity, or providing goods or services to assist the Community Fundraiser in the running of the fundraiser/event. If the Fundraiser would like a representative of KARI Foundation Ltd to attend the activity/event, they should notify KARI Foundation Ltd as early as possible. KARI Foundation Ltd cannot guarantee attendance, but we are always able to provide a comment to be read out or a video to be played on our behalf.

Legal implications

The event/fundraiser must meet the requirements of relevant State and Territory laws and regulations. The information given to KARI Foundation Ltd must be available to regulatory authorities on request. KARI Foundation Ltd does not provide legal advice regarding compliance with these laws and regulations.

KARI 's Reputation

Because of the nature of our organisation and the high ethical standards under which we operate, there are some events with which we cannot be associated. We cannot endorse some activities, including:

- extreme sports such as parachuting, paragliding or bungy jumping,
- motor vehicle and motor bike racing and activities that involve marine racing unless the Fundraiser provides evidence of public liability insurance to cover themselves and their participants;
- gambling;
- games of chance that do not comply with State legislation;
- activities of a sexual nature; or
- activities that promote harm to self or the environment.

Insurance

KARI Foundation Ltd is unable to provide public liability insurance cover to Community Fundraisers. KARI Foundation Ltd accepts no liability for personal injury, property damage or death arising in any manner from a fundraiser's activity. Community Fundraisers must make sure that they take out an insurance policy which covers any risk associated with their fundraising activity or event.

Using the KARI Foundation Ltd name and logo

Please remember that the event will not be KARI's event, but an event to raise funds for donation to KARI.

All material with which the KARI Foundation name and logo is to be associated must first be approved by KARI Foundation Ltd.

If the Community Fundraiser wishes to utilise the KARI Foundation Ltd name and/or logo on any materials or products, the Community Fundraiser must obtain prior permission from KARI Foundation Ltd.

References to KARI Foundation Ltd

If the Community Fundraiser wishes to refer to or promote KARI Foundation Ltd, it must refer to KARI Foundation Ltd as "KARI Foundation".

Printed Materials

Any material, pamphlets, brochures or products must be submitted to KARI Foundation Ltd for approval before a request to use the logo will be granted. All printed material including media releases must be forwarded to KARI Foundation Ltd for approval prior to being printed or circulated.

Use of the logo

Permission to use the KARI Foundation Ltd logo must be requested and will attract conditions to be negotiated between KARI Foundation Ltd and the Community Fundraiser, especially if the use of the logo is for marketing activities of the organisation.

Participation of children in a fundraising activity

Some states have special regulations that apply when children participate in an appeal. Different rules apply for children of different ages. If the Community Fundraiser plans to involve children in their fundraising activity/ event, they will be required to comply with further child-safe guidelines from KARI Foundation Ltd before proceeding with their activity/event, including ensuring the safety of children by adequately supervising them and ensuring that there are always two adults present (unless the child's parent/guardian is present).

Finance, records and receipting

The financial aspects of fundraising, raffles, record keeping and management of the fundraiser/event are entirely the responsibility of the Community Fundraiser and the Community Fundraiser must comply with the relevant State or Territory laws and regulations.

The following is a summary of financial reporting typical of that required from Community Fundraisers which is needed to protect the public interest:

- set-up and maintain proper financial records and accounts which can be audited if necessary;
- provide KARI Foundation Ltd at the outset with an accurate estimate of expenses and the likely proceeds of the fundraiser/event;
- where necessary/appropriate, set up a separate bank account that mentions KARI's name. All funds are to be banked into this separate bank account.
- This account must be closed after the event; money raised and details of actual income and expenditure must be returned to KARI Foundation Ltd within four (4) weeks of the fundraising activity. Once KARI Foundation confirms receipt of the funds. A certificate of acknowledgement of funds raised (usually for substantial funds received, or for a large event) can be issued upon request; and
- KARI Foundation Ltd cannot pay expenses incurred, but the Fundraiser can deduct necessary expenses from the proceeds of the event, provided they are properly documented. (Total expenses must be less than 40% of total proceeds).

Receipts

KARI Foundation Ltd can provide official receipts for approved events. Tax-deductible receipts can only be issued to people donating money of \$2 or more. The Community Fundraiser must keep a register of all attendees/supporters eligible for a tax-deductible receipt. Schools, organisations or fundraisers who have collated individuals' donations cannot receive a tax receipt for the collective donation amount. It is the responsibility of the Community Fundraiser to understand:

- circumstances when a receipt can be issued, and to whom, NB: The following are not tax-deductible: Ticket purchases (e.g. raffle), entry to an event, donations of goods or services, auction purchases, or purchase of a device. Also, no personal tax deductions can be claimed for monies received and/or donated on behalf of-, or by others;
- the legal implications of issuing receipts and the necessity of returning official receipts books (used and unused) to KARI Foundation Ltd ; and
- reconciliation and collection of funds, which needs to be counted/verified and witnessed by a minimum of two people and accurately recorded by the Fundraiser as outlined by charitable fundraising laws and regulations in the relevant state.