

Function One Fitness

Privacy Policy

1. Introduction

- 1.1. Your privacy is important to us, and we take the responsibility of handling your personal information very seriously. This policy explains how we may collect, use, disclose and otherwise handle personal and sensitive information.
- 1.2. In this Privacy Policy, “we”, “our”, and “us” refers to Sylvester Operations Pty Ltd trading as Function One Fitness, its licences and related parties.
- 1.3. We have adopted the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988* (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.
 - 1.3.1. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.oaic.gov.au.
- 1.4. The Privacy Policy is to be read in conjunction with the Terms and Conditions and Membership Agreement and all other related documentation..
- 1.5. This Policy applies to all your dealings with us, whether in person, or via telephone, email correspondence or on our website, and sets out how we collect, use, retain and manage your privacy information, and how we comply with our obligations. By using our services and continuing to use our website, you consent to us collecting, maintaining, using and disclosing your personal information.
- 1.6. Unless otherwise stated or implied, the terms in this policy will have the meanings attributed to them by the *Privacy Act 1988* (Cth) (herein “the Act”).
- 1.7. The meaning of any general language is not restricted by any accompanying example and the words includes, including, such as, for example, for e.g., or similar words are not words of limitation.
- 1.8. This document is to be read in conjunction with the Terms and Conditions available on our website www.f1fitness.com.au..

2. Online Platform Privacy

- 2.1. The Privacy Policy outlines our approach to online privacy issues regarding Personal Information collected through our Online Platforms. Our Online Platforms include, but are not limited to:
 - 2.1.1. our website: www.f1fitness.com.au;
 - 2.1.2. our digital or online applications (including Glofox and Kisi Software) as utilised from time to time;
 - 2.1.3. our social media accounts or profiles, such as (without limitation) Facebook, Instagram, YouTube and Twitter (but at all times being subject to the terms and conditions of use and privacy policies of the websites hosting those accounts or profiles); and/or
 - 2.1.4. any other online or digital platforms or software from which we may provide the Services or you may communicate with us.
- 2.2. Function One encourages all comments on any of our social networking pages (Facebook, Instagram YouTube, Twitter etc.), as we would like to hear from our

followers, customers, fans, clients and friends. Customer views, news, ideas, insights and criticisms about us are very important to us, yet the social networking sites must not be used to abuse others, expose others to offensive or inappropriate content, or for any illegal or unlawful purpose.

- 2.3. It is the user's responsibility to protect their personal privacy when using our social networking pages. We advise users not to include any Personal Information of either themselves or of others in their published posts or comments (such as email addresses, private addresses or phone numbers).
- 2.4. In addition, it is recommended to refrain from posting materials to any of our social media pages or profiles that infringe the intellectual property rights of others and not to include internet addresses or links to websites, or any email addresses in such published posts.
- 2.5. Any information posted to our Social Networking pages is recorded and used for the purpose of administering pages and addressing any comments made, while no attempt will be made to identify users, except where authorised by law.
- 2.6. We are not responsible for the privacy practices or content of social networking pages. The responsibility of Function One is limited to our own published posts made on the official Function One social media accounts.
- 2.7. We may also collect your location data through our online platforms.
- 2.8. Hyperlinks to other Websites
 - 2.8.1. Our Online Platforms may contain links to other websites which we do not control; they are not covered by our Privacy Policy. If users access other websites using the links provided, operators may collect information from users and use it in accordance with their own privacy policy, which may differ from ours. We have no control over the types of information third-party site owners choose to collect and how they use it.
 - 2.8.2. These links are provided in good faith. However, we are not responsible for third party sites and accept no responsibility for the content, accuracy, security or function of third-party sites.
- 2.9. Cookies
 - 2.9.1. During your use of this Website, Function One may issue and request cookies to and from your computer or mobile device. By using this Website, you authorise Function One to issue and request such cookies.

3. Collection of Personal and Sensitive Information

- 3.1. Whenever you deal with us, whether as a current, prospective or previous member, we will collect personal information in order to provide services to you.
- 3.2. For the purposes of this Privacy Policy, "Personal Information" and "Sensitive Information" is defined as it is under the Act.
- 3.3. The types of information generally collected by us includes but is not limited to:
 - 3.3.1. your name, address, gender, date of birth, mobile and telephone numbers, e-mail, residential and postal address, health and sensitive information (as defined in the Act);
 - 3.3.2. credit card or bank account details;
 - 3.3.3. occupation and employer;

- 3.3.4. driver's licence number and copies of photographic identification;
 - 3.3.5. emergency contact details; and
 - 3.3.6. any other personal information relevant to the service we are providing to you.
- 3.4. We will, if it is reasonable or practicable to do so, collect your personal information directly from you. This may happen when you fill out a form or when you give us personal information in person, or via telephone, email correspondence or our website. By providing such information, you are consenting to the collection and use of the information provided.
- 3.5. We may also collect information from a range of other third-parties including but not limited to:
- 3.5.1. through our website and by other electronic communication channels;
 - 3.5.2. when sent to us by email or other communication from third-parties;
 - 3.5.3. from publicly available sources of information including social media;
 - 3.5.4. when you enter into a competition or promotion with us or participate in a survey including an 'after sales service' follow-up;
 - 3.5.5. from our own records;
 - 3.5.6. from our employees;
 - 3.5.7. from our suppliers or partners; and
 - 3.5.8. from private vendors.
- 3.6. Personal Information is also collected when individuals provide business cards or other documentation to us containing such Personal Information, including completion of a Terms and Conditions and Membership Agreement.
- 3.7. Personal Information also includes information we collect in the course of providing the Services to individuals and via external communications.
- 3.8. We may also collect behavioural and/or statistical information about individuals or businesses in connection with the Services.
- 3.9. The types of Sensitive Information generally collected by us includes but is not limited to information relating to health information, health issues or any disabilities (including your height, weight, and any other health details you provide us). The types of health-related information include medical history, whether individuals are using medication, smoke, or are pregnant and other health related information. We will obtain consent as necessary to collect Sensitive Information.
- 3.10. Other Sensitive Information that may be required to be collected by us may include health, immunisation, vaccination or other health information, which ensures we are able to comply with our legal obligations or risk assessments. This includes, but is not limited to, obtaining vaccination and immunisation records or information in respect of and in response to any pandemic or epidemic (including Covid-19) where government regulations or public health orders apply to the provision of Services.
- 3.11. Without limiting the way in which we may collect your Personal Information, this will generally occur in association with your use or utilisation of the Services (including through your use of our Online Platforms), if you make an enquiry about us (either online, via telephone or in person) or via generally dealing with us directly. We may collect your information directly from you or from other third parties in certain circumstances.

- 3.12. If you are aware or believe that we hold Personal Information about you that is no longer accurate, complete or up-to-date, please contact us (see the “Contacting Us” section for more information).
- 3.13. If we do not collect the Personal Information or if any of the Personal Information you provide is incomplete or inaccurate, we may not be able to provide the services, or those services may be compromised.
- 3.14. When a member or non-member visits our website, we may collect their IP address, date, and time of visit. We can only obtain any other information (such as your email address, name, etc) should you send an email to us or complete an online enquiry form.
- 3.15. If you supply Personal Information to us about another person you represent and we accept it on the basis that you are authorised to do so and that the relevant person has consented to the disclosure to us.
- 3.16. If we receive Personal Information that we did not solicit, we will determine as soon as reasonably practicable whether we could have lawfully collected that information as part of our functions or activities. If we are not satisfied that we could have lawfully collected the information, then we will (if it is lawful and reasonable) destroy the information or ensure that it is de-identified.
- 3.17. We may, from time to time, collect Personal Information about members and/or non-members over the telephone, from emails or letters sent to us, our referral program or if we have had a member/non-member visit us in person at one of the clubs.
- 3.18. We may collect the physical location of your device by, for example, using satellite, cell phone tower, wifi signals or your IP address. We may use your device’s physical location to provide you with location-based services and content. We may also share your device’s physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing service providers to enable them to provide you with more localised content and to study the effectiveness of advertising campaigns. You may be able to allow or deny such uses and/or sharing of your device’s location by changing your device’s location settings, but if you choose to deny such uses and/or sharing, we and our marketing service providers, may not be able to provide you with the location-based services and content.
- 3.19. Each time you visit our website our server collects Personal and Non-personal Information. This information may be gathered from both mobile and static devices. This information may include, but is not limited to: the type of browser you use, your operating system, your internet service provider, your Internet Protocol (IP) address, your mobile service carrier, the online address of a previously visited site, etc. We may use cookies and log files to monitor and improve our online presence.
- 3.20. If you wish to view the Personal or Sensitive Information we hold about you, please send your request by mail as provided in the contract us section below or on our website www.f1fitness.com.au. A fee may be applicable for such access. If we deny your request for access, we will let you know why. If you or any of your Personal or Sensitive information changes and you would like to update it, or if you wish your Personal or Sensitive Information to be deleted from our database, please send your request by mail.

4. Use of Personal and Sensitive Information

- 4.1. Any Personal or Sensitive Information that we collect about individuals will be used and disclosed by us to provide the services required or otherwise to enable us to carry out our functions.

- 4.2. We also collect your Personal Information so that we may carry out any of the following actions or other actions not specifically listed here but relevant to our services:
 - 4.2.1. to communicate with you, including about our services and offers which might interest you;
 - 4.2.2. to provide you with information;
 - 4.2.3. to process payments by you or to you in connection with our services;
 - 4.2.4. to create accounts, tax invoices or receipts (electronic or otherwise);
 - 4.2.5. to provide your Personal Information to third-parties in order to them to supply some aspect of the services;
 - 4.2.6. to consider and respond to communications or complaints made by you;
 - 4.2.7. to fulfil obligations under a member's membership agreement;
 - 4.2.8. to render services under a member's membership agreement;
 - 4.2.9. to provide information about products, service and/or special offers to members;
 - 4.2.10. to obtain opinions or comments about products and/or services from members;
 - 4.2.11. to record statistical data for marketing analysis from members;
 - 4.2.12. to promote and market all current and future Function One businesses, venues, products and services and to inform new members about the products and services of Function One's commercial partners;
 - 4.2.13. to assist with Function One's internal business processes;
 - 4.2.14. to conduct market research and/or to improve Function One's products and service offerings;
 - 4.2.15. to administer contests, promotions and surveys;
 - 4.2.16. for any other purposes that could be reasonably expected of Function One; and
 - 4.2.17. to enable Function One to comply with its obligations under law.
- 4.3. We will disclose Personal Information to third-party business partners when they provide services to Function One that are consistent with the terms of this Privacy Policy. When we outsource or contract out specific support services, our contractors may access individuals' Personal Information.
- 4.4. Personal or Sensitive Information that is in our possession is not a subject to rent, sale or any other disclosure to any other company or organisation, except where otherwise lawfully permitted under this Privacy Policy or without prior consent of individuals where that consent is required by law. Individuals consent to our use and disclosure of their Personal Information where it is incidental to a sale of our business (or any part thereof) to a third party or where the Personal Information is or becomes de-identified.
- 4.5. We will disclose Personal Information if it is under a legal requirement to do so (for example, under a court order, or if required under legislation), or if an authorised request is made from a law enforcement agency.
- 4.6. We may use your Personal Information to assist us in running our business. We may also provide, including by way of sale, in aggregated form, to third-parties. This information may include, but is not limited to:
 - 4.6.1. age demographics;
 - 4.6.2. purchasing trends;
 - 4.6.3. trends and statistics in relation to the services;

- 4.6.4. statistics about purchasing patterns of the services; or
- 4.6.5. statistics surrounding the services.
- 4.7. Function One may employ other companies or service providers to assist us in providing our services or any functions related to our services, including, but not limited to, marketing, market research, mail-house services, debt recovery functions, hosting and product development services, analysis of member lists and/or consulting services.
- 4.8. For the avoidance of doubt, Function One may disclose your Personal information to our partner debt collection agencies and other parties that assist with debt collection.
- 4.9. We may transfer your Personal Information to overseas countries in order to perform one or more of our functions or activities. In these circumstances, we will take reasonable steps to ensure that the overseas recipient does not breach the Australian Privacy Principles in relation to the information.
- 4.10. Marketing
 - 4.10.1. We may also use the information for marketing to you or for any other purpose permitted under the Act.
 - 4.10.2. We may use or disclose your Personal Information to let you know about products and services in which you may be interested. You can contact us at any time if you no longer wish us to market our products and services to you (see the “Contacting Us” section for more information).
 - 4.10.3. Further, you can unsubscribe by using the “unsubscribe” facility contained in each electronic publication we send.
 - 4.10.4. We may send promotional email messages to prospective customers to market a service or activity.
 - 4.10.5. Please note that by opting out of our mailing list, you will not automatically be removed from the mailing lists of our members or business partners to whom we have forwarded your Personal Information because we do not have control over those mailing lists.
 - 4.10.6. If you no longer wish to receive material from the relevant member or business partner to whom we have forwarded your Personal Information, please follow their own Opt-Out procedure as described on their website or in their marketing material.

5. Third-Parties

- 5.1. The collection of Personal Information via any third-party integrated or affiliated applications and/or software, will be subject to the privacy policies and practices of those third-parties this includes but is not limited to Glofox and Kisi software.

6. Security

- 6.1. We use all reasonable endeavours to secure any Personal or Sensitive Information that we hold and aim to keep this information accurate and up-to-date. However, we take no responsibility for data breaches or breaches by third-parties.
- 6.2. We cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. Once we receive your transmission, we will make all reasonable efforts to ensure security on our systems.

7. CCTV Cameras and Surveillance

- 7.1. We undertake an ongoing video recording for the purpose of ensuring security and the safety of all members.
- 7.2. We refer to our Terms and Conditions and Membership Agreement for further details on our use of CCTV cameras.

8. Changes to Privacy Policy

- 8.1. Function One reserves the right to change this Privacy Policy. The most up to date Privacy will be posted on our website or via our other online platforms.
- 8.2. In order to remain updated and informed on protection of Personal and Sensitive Information, we encourage users to review this Privacy Policy regularly. If, at any time, you have questions, comments or concerns about our privacy commitment, or our privacy obligations, please contact us.

9. Complaints

- 9.1. If you have a complaint about the way we have dealt with your Personal Information, please contact us at via the details available “Contact Us” section.
- 9.2. We will make all reasonable attempts to respond to your complaints or requests.