



# National Rugby League Privacy Policy

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This Privacy Policy covers the Australian Rugby League Commission Limited, National Rugby League Limited and each of its associates, related entities and subsidiaries (together, the **NRL**). For the avoidance of doubt, a reference in this Policy to the NRL (including the NRL doing or not doing an act) is a reference to, and is intended to also cover, the Leagues. The NRL recognises that privacy is important and that an individual has the right to control his or her Personal Information. The NRL is committed to protecting the privacy of individuals and their Personal Information which the NRL collects during the course of administering and developing the game of Rugby League.

This Privacy Policy is based on the Australian Privacy Principles in Schedule 1 to the Privacy Act and sets out the way the NRL handles the Personal Information it collects, uses, discloses and stores on:

- (a) Rugby League participants, including Players and Officials (together, **Participants**);
- (b) persons who register for any NRL sanctioned accreditation or licensing program;
- (c) persons who purchase or receive information about tickets to Matches, including the NRL, State of Origin, National Youth Competitions and Representative Matches;
- (d) persons who subscribe and/or register to any Rugby League membership program, participation program, newsletter or promotional offer; or
- (e) persons who request services from the NRL or more information about the NRL, Competitions or Matches

**(you, your).**

## 1. ANONYMITY AND PSEUDONYMITY

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Wherever it is lawful and practicable, you will have the option of not identifying yourself, or of using a pseudonym, when entering transactions, or otherwise dealing with, the NRL in relation to a particular matter.

## 2. COLLECTION

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2.1 The NRL only collects Personal Information about you by lawful and fair means and as is reasonably necessary for one or more of the NRL's functions or activities in administering the game of Rugby League, including for the following primary purposes:

- (a) organisation, conduct and promotion of Competitions and Matches (including for the purpose of providing information and making ticket offers to you);
- (b) direct communication with you by Rugby League Administrators;
- (c) disclosure to Rugby League Partners, unless you have indicated that you do not want to receive any communication from Rugby League Partners;
- (d) compliance with the NRL Rules, including the administration and development of Rugby League (if you are a Participant); and

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- (e) any use that is obvious at the time the Personal Information is collected.
- 2.2 Members of the NRL corporate group may also share Personal Information with each other for these primary purposes and otherwise in administering and developing the game of Rugby League.
- 2.3 The types of Personal Information the NRL may collect depends on the purposes for which it is collected but may include (without limitation):
  - (a) your name, gender, occupation, residential address, email address, telephone number and other contact details;
  - (b) your favourite NRL Club and other information dealings with the NRL or the Clubs such as memberships, subscriptions and attendance history at NRL Matches where you have used your membership to purchase tickets;
  - (c) purchasing preferences and financial details.
- 2.4 Where it is reasonable and practicable to do so, the NRL will only collect your Personal Information from you. If you are a Minor, the NRL may collect Personal Information about you from your parent or legal guardian.
- 2.5 The NRL will collect Personal Information from you mainly through relevant forms (whether in hard copy or online) approved by the NRL or the Leagues from time to time. However, during the ordinary course of its activities and functions, the NRL may also collect Personal Information that is given to it by a third party (such as a corporate partner of the NRL or Clubs, or information that is on public record), or which is otherwise unsolicited. This information from third parties forms part of your Personal Information.
- 2.6 Where the NRL receives unsolicited Personal Information about you, it will, within a reasonable period after receiving that information, determine whether or not it could have collected the information if the NRL had solicited the information itself. If the NRL determines that it could not have collected the Personal Information the NRL will, as soon as practicable but only if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.
- 2.7 If the NRL collects Personal Information about you from someone other than yourself (or your parent or legal guardian), the NRL will take reasonable steps to ensure you are made aware of the matters listed in clause 2.8 below. Generally, if appropriate, the NRL will tell you why it is collecting Personal Information and how it plans to use it, unless it is impracticable to do so or it is self-evident.
- 2.8 Before or at the time of collection of Personal Information (or if that is not practicable, as soon as practicable after), the NRL will take reasonable steps to ensure that you are aware of:
  - (a) how to contact the NRL in relation to this Privacy Policy;



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- (b) the fact that you can gain access to the information held on you and seek correction of such information;
- (c) the purposes for which the information is collected;
- (d) the organisations (or types of organisations) to which the NRL usually discloses information of that kind;
- (e) any law that requires the information to be collected;
- (f) the main consequences (if any) for you if all or part of the information is not provided;
- (g) whether the NRL is likely to disclose the personal information to overseas recipients; and
- (h) if the NRL is likely to disclose your Personal Information to overseas recipients (for example, to facilitate membership mail outs) — the countries in which such recipients are likely to be located if it is practicable to specify those countries in the notification or to otherwise make you aware of them.

## *Sensitive information*

2.9 The NRL will not collect Sensitive Information about you unless:

- (a) you have consented;
- (b) it is specifically permitted to do so under the NRL Rules, including for health, medical and anti-doping testing purposes and investigation of disputes (whatever the nature of the dispute), or if it is reasonably necessary for one or more of the NRL's functions or activities in administering the game of Rugby League;
- (c) the collection is required or authorised by law;
- (d) a Permitted General Situation exists; or
- (e) otherwise permitted under the provisions of the Australian Privacy Principles relating to the collection of Sensitive Information.

## **3. USE AND DISCLOSURE**

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- 3.1 The NRL will not use or disclose Personal Information about you for a secondary purpose other than the primary purposes (the **secondary purpose**) identified in clause 2.1 above unless:
- (a) you have consented to the use or disclosure;
  - (b) both of the following apply:

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- (i) the secondary purpose is related to the primary purpose of collection and, if the Personal Information is Sensitive Information, directly related to the primary purpose of collection; and
- (ii) you would reasonably expect the NRL to use or disclose the information for the secondary purpose;
- (c) a Permitted General Situation exists.

## ***Direct Marketing***

- 3.2 The NRL may use or disclose your Personal Information to a Rugby League Administrator for the secondary purpose of direct marketing communication, if:
- (a) it collected the information from you;
  - (b) you would reasonably expect your Personal Information would be used or disclosed for direct marketing;
  - (c) the NRL has provided a simple means by which you can request not to receive direct marketing; and
  - (d) you have not made a request of the kind referred to in 3.2(c).
- 3.3 In other cases where you would not reasonably expect your Personal Information to be used for direct marketing, or the information has been collected from a third party, the NRL may use the information for the secondary purpose of direct marketing communication only if the following are satisfied:
- (a) you have consented to the use or disclosure for direct marketing, or it is impracticable to seek your consent before that use;
  - (b) the NRL will not charge you for giving effect to a request by you not to receive direct marketing communication;
  - (c) You have not made a request to the NRL not to receive direct marketing communication;
  - (d) In each direct marketing communication, the NRL always prominently displays a simple notice or actionable option that you may express a wish not to receive any further direct marketing communication; and
  - (e) each written direct marketing communication by the NRL with you sets out the NRL's contact details including business address, telephone and fax numbers, and email address.
- 3.4 The NRL may disclose your Personal Information to its service providers such as ticketing agents, mail houses or other similar third-party organisations for the purpose of

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implementing the primary purposes, including fulfilling ticket requests and communicating Rugby League related offers. For example, the NRL uses third party credit card payment gateway services on its website. If you pay for tickets or services through the NRL's website, the NRL will be required to provide certain financial details to the third party service provider to effect the transaction. The NRL requires these third party organisations to keep your contact details and Personal Information confidential and only use them for the designated purpose.

- 3.5 Subject to compliance with the Privacy Act and this Privacy Policy, the NRL may also:
- (a) disclose your Personal Information to its affiliates (including without limitation the Leagues, a Competition Administrator and a Club) to enable them to administer the game of Rugby League in their area and provide related activities and services; and
  - (b) unless you inform the NRL otherwise, disclose your information to sponsors and partners to enable them to provide you with information, materials and promotional opportunities.
- 3.6 The NRL may, in its discretion, disclose your Personal Information where it is otherwise permitted or required to do so under the Australian Privacy Principles or at law.

## 4. DATA QUALITY AND SECURITY

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- 4.1 The NRL will take reasonable steps to make sure that the Personal Information it collects, uses or discloses is accurate, complete and up-to-date.
- 4.2 The NRL will also take reasonable steps to protect the Personal Information it holds about you or that is within its direct control from misuse, interference and loss and from unauthorised access, modification or disclosure. However, the internet is an inherently risky environment and any information you send via digital means is sent at your own risk.
- 4.3 The NRL will take reasonable steps to destroy or permanently de-identify Personal Information if it is no longer needed for any purpose for which the information may be used or disclosed under clause 2, unless the NRL is required by or under an Australian law, or a Court order, to retain the information.

## 5. OPENNESS, ACCESS AND CORRECTION

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- 5.1 At your request, the NRL will take reasonable steps to let you know, in general terms, what sort of Personal Information it holds, for what purposes, and how it collects, holds, uses and discloses that information.
- 5.2 The NRL will provide you, within a reasonable period after a request from you, with access to the Personal Information it holds on you, except to the extent that the NRL is not required to do so under Article 12.3 of the Australian Privacy Principles.
- 5.3 Before supplying any Personal Information to you, the NRL must be reasonably satisfied as to your identity (for example, by asking to see your passport or driver's licence). The NRL is



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not under any obligation to provide Personal Information to you where the NRL is not required to do so under the Australian Privacy Principles or otherwise at law.

- 5.4 If the NRL refuses to provide you with access to Personal information it holds on you in the manner requested by you or because one of the exceptions in Article 12.3 of the Australian Privacy Principles applies, the NRL will either:
- (a) take such steps (if any) as are reasonable in the circumstances to give access to the information in a way that meets the needs of the NRL and you; or
  - (b) provide you with a written notice that sets out:
    - (i) the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
    - (ii) the mechanisms available to complain about the refusal; and
    - (iii) any other matter prescribed by the Privacy Act regulations.

5.5 If:

- (a) the NRL is satisfied that, having regard to a purpose for which the Personal Information is held, the information is inaccurate, out-of-date, incomplete or irrelevant or misleading; or
- (b) you request the NRL to correct your Personal Information,

the NRL will take reasonable steps to correct the Personal Information to ensure that, having regard to the purpose for which it is held, it is accurate, up-to-date, complete, relevant and not misleading. The NRL will not charge you for making such a request or for correcting the information.

- 5.6 If the NRL refuses to correct the Personal Information at your request, the NRL will provide you with a written notice that sets out the same matters listed in 5.4(b).

## **6. NO LIABILITY**

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- 6.1 To the maximum extent permissible by law, the NRL expressly disclaims any liability for a breach of this Policy.
- 6.2 By providing the NRL with Personal Information, you acknowledge that any damage caused to you or any other individual by the disclosure of that information shall be limited to the amount recoverable under applicable legislation and otherwise not be recoverable from the NRL or any of its related bodies.

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## 7. TRANSBORDER DATA FLOWS

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- 7.1 The NRL will not transfer your Personal Information unless it has first taken steps reasonable in the circumstances to ensure that the information that it transfers will not be held, used or disclosed by the recipient of the information inconsistently with, or otherwise in breach of, the Australian Privacy Principles (for example, by adopting appropriate contractual clauses).
- 7.2 The NRL may transfer Personal Information about you to someone who is in a foreign country only if:
- (a) the NRL reasonably believes that the recipient is subject to a law or binding scheme that has the effect of protecting the information in a way that is, overall, substantially similar to the Australian Privacy Principles and there are mechanisms available to you to enforce that protection or scheme;
  - (b) you consent to the transfer after the NRL has informed you that 7.1 will no longer apply if you provide your consent.
- 7.3 Clause 7.1 does not apply to the transfer of Personal Information in accordance with the NRL Rules, including to facilitate the registration of a Player by an international Rugby League association.

## 8. INQUIRIES PROCEDURE

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- 8.1 All complaints and inquiries concerning your Personal Information, including in respect of alleged breaches of this Privacy Policy or the Australian Privacy Principles, will be directed to the NRL Privacy Officer (or a person who is delegated that function from time to time). This will ensure that all such matters will be dealt with:
- (a) consistently across the NRL (rather than having a series of different approaches across the NRL); and
  - (b) in accordance with applicable law, including the Privacy Act.
- 8.2 At all times, privacy complaints will be treated seriously, dealt with promptly and confidentially, and will not affect your existing obligations or commercial arrangements with the NRL.

## 9. INTERPRETATION

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- 9.1 Any capitalised terms or phrases used but not defined in this Policy have the meaning given to them in the Privacy Act.
- 9.2 Any reference to the NRL in this Privacy Policy is a reference to all those entities individually and collectively unless the context requires otherwise.



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- 9.3 This Privacy Policy is designed to safeguard Personal Information and to comply with the law and so may need to be varied or changed by the NRL from time to time.
- 9.4 Headings are for ease of reference only and do not affect the meaning of the parts of this Policy.
- 9.5 The singular includes the plural and vice versa and words importing a gender include other genders.
- 9.6 Other grammatical forms of defined words or expressions have corresponding meanings.
- 9.7 A reference to a Rule or sub-Rule or to a Schedule or Guideline is a reference to a Rule or sub-Rule of these Rules or to a Schedule or Guideline to these Rules respectively.
- 9.8 A reference to a document or agreement, including these Rules, includes a reference to that document or agreement as amended, novated, altered or replaced from time to time.

## 10. DEFINITIONS

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In this Policy:

**Club** means any Club registered with the NRL or the Leagues from time to time. A reference to Club includes a club admitted by:

- (a) a Competition Administrator to field a team in a Competition; or
- (b) the NRL to field a team in a NRL Competition.

**Club Official** means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, volunteers, officers and directors and representatives.

**Competition** means any competition, tournament or league registered or carried out under the auspices of the NRL or the Leagues including the pre-season, season proper, finals series and any post season tournament or knockout cup competition and any other football competition or tournament organised, hosted by or carried out under the auspices the NRL or the Leagues.

**Competition Administrator** means the entity responsible for the conduct and staging of a Competition and includes (without limitation) the NRL and the Leagues (including the divisions and associations that make up the Leagues).

**Health Information** means:

- (a) information or an opinion about:
  - (i) your health or a disability (at any point in time);
  - (ii) your expressed wishes about the future provision of health services to you; or





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- (iii) a health service provided, or to be provided, to you, that is also Personal Information;
- (b) other Personal Information collected to provide, or in providing, a health service; or
- (c) other Personal Information about you collected in connection with the donation, or intended donation, by you of your body parts, organs or body substances.

**Leagues** means NRL, Queensland Rugby League, New South Wales Rugby League, Country Rugby League of NSW and the States and Territories of Australia that do not currently have a Club competing in the NRL Competition based within their territorial limits.

**Match** means a game of Rugby League football and includes any match staged, participated in, sanctioned by, or played under the auspices of the NRL, the Leagues or a Competition Administrator (including any match held as part of a Competition).

**Match Official** means any person in charge of safety or any other person appointed by the NRL, the Leagues or a Competition Administrator to assume responsibility in connection with a Match including:

- (a) The referee for a Match;
- (b) The touch judges for a Match;
- (c) If used, the in-goal touch judges for a Match;
- (d) The interchange officials for a Match;
- (e) The video referee for a Match;
- (f) The sin-bin operator for a Match;
- (g) The timekeeper or timekeepers for a Match;
- (h) The ground manager for any ground where a Match is played;
- (i) Any person who assists in the preparation for, or the conduct of, a Match (including the organisation, management, control or administration of the Match as an event), and whether any such persons is:
  - (i) Engaged by the NRL or a Club or otherwise;
  - (ii) An employee, contractor, agent, volunteer or otherwise; or
  - (iii) Paid or unpaid.

**National Youth Competition** means the National Under 20 elite Rugby League competition arranged, organized and administered by the NRL.



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**NRL Privacy Officer** means the person appointed by the NRL from time to time to deal with complaints and inquiries under this Policy.

**NRL Rules** means its constitution, rules, regulations, policies and procedures and any other ancillary document that governs the NRL in administering the game of Rugby League, as promulgated and amended from time to time.

**Official** means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer or director of the NRL, the Leagues or a Competition Administrator; or
- (c) a member of a council, committee, panel or body constituted by the NRL, the Leagues or a Competition Administrator.

**Permitted General Situation** exists if, in relation to the collection, use or disclosure by the NRL of Personal Information about you:

- (a) it is unreasonable or impracticable to obtain your consent to the collection, use or disclosure;
- (b) the NRL reasonably believes that the collection, use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety;
- (c) the NRL has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the NRL functions or activities has been, is being or may be engaged in (including such things as investigations into breaches of the NRL Rules);
- (d) the NRL reasonably believes that the collection, use or disclosure is necessary in order for the entity to take appropriate action in relation to the matter;
- (e) the collection, use or disclosure is reasonably necessary for the establishment, exercise or defence of a legal or equitable claim.

**Personal Information** means information or an opinion (including forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Player** means any person who is, from time to time, registered to a Club or is selected as a member of a Representative Team, whether that person is male or female, junior or senior or an amateur or professional.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Representative Match** means a team participating in a Representative Match.



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**Representative Team** means any team selected to participate in a Representative Match.

**Rugby League Administrators** mean the NRL, the Leagues, a Competition Administrator or a Club (as the case may be) with which the Participant has a direct relationship, including for the purposes of registration with the League and participation in a Competition.

**Rugby League Partners** means any entity that has a commercial agreement or arrangement with the NRL, Member Association, Competition Administrator or Club (as the case may be) and which you may also have a direct relationship with (including by participation in a Competition).

**Sensitive Information** means:

- (a) information or an opinion about your:
  - (i) racial or ethnic origin;
  - (ii) political opinions;
  - (iii) membership of a political association;
  - (iv) religious beliefs or affiliations;
  - (v) philosophical beliefs;
  - (vi) membership of a professional or trade association;
  - (vii) membership of a trade union;
  - (viii) sexual preferences or practices; or
  - (ix) criminal record, that is also Personal Information; or
- (b) Health Information.

**Team Official** means any personnel involved with the management, preparation or participation of a Club's team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.