

## Privacy Notice

### 1. ABOUT THIS NOTICE

1.1 This Privacy Notice, which is subject to relevant Data Protection Laws and Regulations, including the Privacy Act and APPs, regulates how we collect, use and disclose *Personal Data*.

1.2 This Privacy Notice is not incorporated into the terms of engagement or employment of any person to whom it is intended to apply. It does not create contractual rights against us.

1.3 **Amendment.** We may change, vary or modify all or part of this Privacy Notice at any time in our sole discretion. It is your responsibility to check this Privacy Notice periodically for changes. If we adopt a new Privacy Notice:

- 1.3.1 we will post the new Privacy Notice on the Platform; and
- 1.3.2 it will then apply through your acceptance of it by subsequent or by subsequent or continued use of the Platform and/or by being a Customer acquiring relevant Products and/or Services from us or otherwise in respect of your relationship and dealings with us.

### 2. PURPOSE

2.1 **Primary purposes.** We collect *Personal Data* and, subject to clause 3.5, you consent to us Processing your *Personal Data* (other than *Sensitive Personal Data*) for the following **Primary Purposes**;

- 2.1.1 to lawfully carry out our functions and activities and provide you our Products and Services;
- 2.1.2 to provide you with information about the Products and Services you may request and any other matters you may be interested in concerning us;
- 2.1.3 to personalise and customise your experiences with us;
- 2.1.4 to help us review, manage and enhance our Products and Services and develop insights used in reports or other content developed by us;
- 2.1.5 to deliver Products and Services for you or a relevant Customer
- 2.1.6 to manage payments, fees and charges;
- 2.1.7 to collect and recover money owed to us;
- 2.1.8 to verify your identity;
- 2.1.9 to assess an application submitted by you or on your behalf in relation to your employment with, or engagement by us, including to conduct visa and/or migration checks via third party service providers or a relevant governmental body;
- 2.1.10 to communicate with you, including by email, mobile, SMS and via In App notifications;
- 2.1.11 to conduct surveys or promotions;
- 2.1.12 to process payments and administer your account, including to send you account related reminders;
- 2.1.13 to investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms; and
- 2.1.14 as required or permitted by any law.

### 3. WHAT WE COLLECT

3.1 *Personal Data* we collect about you may include Identity Data and information such as your name, address, username, password, email address, mobile phone number, passport details, immigration

status, location and usage data concerning any use or enquiry about our Products or Services.

3.2 We also may collect additional information as part of our collection of Identity Data, Contact information, Financial information, Transaction information, Technical information, Marketing and Communications information, Customer Information and Profile information used for the Primary Purposes.

3.3 All of your Financial information and Transaction information may be managed by a Third Party service provider. We will not collect any of your Financial information or Transaction information apart from information regarding how much credit is available in your account available for you to access our Products and Services.

3.4 We may collect, directly or through Google Analytics or any other relevant social media tool or platform, and you consent to us collecting, information relating to you that is not *Personal Data*, such as data relating to your activity on our Platform, including:

- 3.4.1 the Internet Protocol address or MAC address and a component of the domain name used (e.g., .com or .net);
  - 3.4.2 the type of browser and operating system you used;
  - 3.4.3 the date and time you visited our Platform;
  - 3.4.4 the web pages you accessed at our Platform;
  - 3.4.5 the time spent on individual pages and our Platform overall;
  - 3.4.6 which files you downloaded;
  - 3.4.7 information about your computer and Internet connections using cookies;
  - 3.4.8 when using social media, any information that you allow the social media site to share; and
  - 3.4.9 information regarding your dealings with us, including feedback and insights; and
  - 3.4.10 information regarding your past or current employment if you apply for employment with us, interact with us on behalf of your employer, or apply to volunteer with us.
- 3.5 We will only collect, hold, use or disclose or otherwise Process any *Sensitive Personal Data* about you with your consent or if you volunteer such *Sensitive Personal Data* to us. If we collect or hold your *Sensitive Personal Data* in accordance with this clause, we may disclose such *Sensitive Personal Data* to our Related Bodies Corporate. However, neither we nor our Related Bodies Corporate may use or disclose your *Sensitive Personal Data* to any Third Party except as required or permitted by law.

### 4. HOW WE COLLECT

4.1 **How we collect.** Your *Personal Data* may be collected:

- 4.1.1 when you complete an application, consent, purchase, account sign-up or similar form via our Platform or otherwise;
- 4.1.2 when you contact us to make a query or request;
- 4.1.3 when you post information or otherwise interact with the Platform;
- 4.1.4 when you participate in one of our competitions or surveys;
- 4.1.5 from those who request our Products or Services on your behalf;

4.1.6 from publicly available sources of information;

- 4.1.1 from you when you subscribe to a marketing list;
- 4.1.2 from you when you request further information from us;
- 4.1.3 from you at a conference or event;
- 4.1.4 from you or a relevant Customer when we enter into an agreement for the provision of Products and/or Services;
- 4.1.5 from government regulators, law enforcement agencies and other government entities;
- 4.1.6 from business contacts, external service providers and suppliers; and
- 4.1.7 by other means reasonably necessary.

4.2 **Third party collection.** If we collect any *Personal Data* about you from someone other than you, to the extent not already set out in this Privacy Notice, we will inform you of the fact that we will collect, or have collected, such information and the circumstances of that collection before, at or as soon as reasonably practicable after we collect such *Personal Data*.

4.3 **Authority.** If you provide us with the *Personal Data* of another individual, without limiting any other provision of this Privacy Notice, you acknowledge and agree that the other individual:

- 4.3.1 has authorised you to provide their *Personal Data* to us; and
- 4.3.2 consents to us using their *Personal Data* in order for us to provide our Products and Services or as otherwise contemplated in the circumstances.

4.4 **Unsolicited information.** If we receive unsolicited *Personal Data* about you that we could not have collected in accordance with this Privacy Notice and the Data Protection Laws and Regulations, we will, within a reasonable period, destroy or de-identify such information received.

4.5 **Anonymity.** If you would like to access any of our Products or Services on an anonymous or pseudonymous basis we will take reasonable steps to comply with your request. However:

- 4.5.1 you may be precluded from taking advantage of some or all of our Products or Services; and
- 4.5.2 we will require you to identify yourself if:
  - a) we are required by law to deal with individuals who have identified themselves; or
  - b) it is impracticable for us to deal with you if you do not identify yourself or elect to use a pseudonym.

4.6 **Destruction.** Subject to any legal requirement to the contrary, we will, within a reasonable period or otherwise to the extent lawful, destroy or de-identify your *Personal Data* if:

- 4.6.1 the purpose for which we collected the *Personal Data* from you no longer exists or applies, which includes if your account remains inactive for a sufficient period of time for us to determine it is no longer in use;
- 4.6.2 you delete your account; or
- 4.6.3 you request us to destroy your *Personal Data*.

4.7 **Social media tools + platforms.** We use Facebook, Twitter, YouTube, Instagram, Pinterest, TikTok, ShortStack, MailChimp, Salesforce, Buffer, Google Analytics and LinkedIn and may from time to

time use other social media tools and platforms. Their respective terms of use and policies shall apply as may be relevant.

## 5. USE

**5.1 Primary and secondary uses.** We will only use, disclose or otherwise Process your *Personal Data* for the primary purposes, but we may use or disclose your *Personal Data* for a secondary purpose:

5.1.1 if you would reasonably expect us to use or disclose the *Personal Data* for that secondary purpose, and:

- a) if the information is *Sensitive Personal Data*, the secondary purpose is directly related to the primary purpose of collection; or
- b) if the information is not *Sensitive Personal Data*, the secondary purpose is related to the primary purpose of collection; or

5.1.2 if we otherwise get your consent to do so; or

5.1.3 as may be permitted otherwise by applicable Data Protection Laws and Regulations.

5.2 Any such use or disclosure shall be in accordance with this Privacy Notice and applicable Data Protection Laws and Regulations.

**5.3 Trading.** We will not sell, trade, rent or licence your *Personal Data* to Third Parties although we may for clarity permit a Third Party service provider to Process your *Personal Data* in connection with the provision of a relevant service to us or you.

**5.4 Direct marketing.** We will offer you a choice as to whether you want to receive direct marketing communications about services. If you choose not to receive these communications, we will not use your *Personal Data* for this purpose.

5.5 We will otherwise only use or disclose your *Personal Data* for the purposes of direct marketing if:

- 5.5.1 we collected the *Personal Data* from you;
- 5.5.2 it is reasonable in the circumstances to expect that we would use or disclose the *Personal Data* for direct marketing purposes;
- 5.5.3 we provide you with a simple means to 'opt-out' of direct marketing communications from us; and
- 5.5.4 you have not elected to 'opt-out' from receiving such direct marketing communications from us.

**5.6 Opt out.** You may opt out of receiving such communications by:

- 5.6.1 checking the relevant box on the form used to collect your *Personal Data*;
- 5.6.2 clicking a link on the email communication sent to you;
- 5.6.3 replying to an SMS sent to you in accordance with the opt out instructions; or
- 5.6.4 contacting us using our contact details below.

5.7 We may offer you the opportunity to receive information from Third Parties regarding products or services that may be of interest to you. If you choose to receive such information, we may forward messages from such Third Parties to you. If we do so, we will not provide such Third Parties with any of your *Personal Data*.

## 6. DISCLOSURE

**6.1 How we disclose.** We may disclose *Personal Data* and you consent to us disclosing, for the

purpose of use or other Processing, such *Personal Data* to:

- 6.1.1 Third Parties engaged by us to perform functions or provide products or services on our behalf;
- 6.1.2 relevant regulatory bodies in the industry in which we or you operate;
- 6.1.3 your referees and former employers;
- 6.1.4 to your employer or sponsoring organisation (as relevant);
- 6.1.5 credit agencies;
- 6.1.6 our professional advisors, including our accountants, auditors and lawyers;
- 6.1.7 our Related Bodies Corporate;
- 6.1.8 persons authorised by you to receive information held by us;
- 6.1.9 a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law; or
- 6.1.10 a party to a transaction involving the sale or offer of our business, its assets or securities.

**6.2 Payment Gateway.** Our Third Party payment gateway provider may disclose or transmit your *Personal Data* overseas. Please refer to the privacy policies of the Third Party payment gateway provider for information regarding how they may use, disclose, manage and otherwise Process your *Personal Data*.

6.3 Clauses 6.1 and 6.2 do not apply to *Sensitive Personal Data*.

**6.4 Overseas disclosure.** If we send or transmit your *Personal Data* to overseas recipients, we will take such steps as are reasonable in the circumstances to ensure there are arrangements in place to protect your *Personal Data* as required by the APPs and Data Protection Laws and Regulations.

6.5 By way of example, we may seek enforceable contractual arrangements (which may include Appropriate Safeguards) with overseas recipients that require the recipient and any sub-processors to handle *Personal Data* in accordance with relevant Data Protection Laws and Regulations (including, as relevant, the APPs).

**6.6 GDPR.** If we become aware that you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which we propose to transfer *Personal Data* about you overseas, we will take steps to ensure that we comply with Articles 45 to 49 of the GDPR in relation to the transfer of your *Personal Data* overseas. However, you acknowledge that as we conduct our business from and predominantly within Australia, you are required to provide us with written notice of our need to comply with the GDPR in relation to your *Personal Data* if you wish for us to take steps that are not already set out in this Privacy Notice.

## 7. ACCESS + CORRECTION

**7.1 Access.** If you require access to your *Personal Data*, please contact us using our contact details below. You may be required to put your request in writing and provide proof of identity.

7.2 We are not obliged to allow access to your *Personal Data* if:

- 7.2.1 it would pose a serious threat to the life, health or safety of any individual or to the public;
- 7.2.2 it would have an unreasonable impact on the privacy of other individuals;

- 7.2.3 the request for access is frivolous or vexatious;
  - 7.2.4 it relates to existing or anticipated legal proceedings between you and us and would not ordinarily be accessible by the discovery process in such proceedings;
  - 7.2.5 it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
  - 7.2.6 it would be unlawful;
  - 7.2.7 denying access is required or authorised by or under an Australian law or a court/tribunal order;
  - 7.2.8 we have reason to suspect that unlawful activity, or misconduct of a serious nature relating to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
  - 7.2.9 it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
  - 7.2.10 it would reveal commercially sensitive information; or
  - 7.2.11 a relevant law provides that we are not obliged to allow access to your *Personal Data* (e.g. the GDPR).
- 7.3 If you make a request for access to *Personal Data*, we will:
- 7.3.1 respond to your request within a reasonable period after the request is made; and
  - 7.3.2 if reasonable and practicable, give access to the *Personal Data* as requested.
- 7.4 If we refuse to give access to the *Personal Data*, we will give you a written notice that sets out at a minimum:
- 7.4.1 our reasons for the refusal (to the extent it is reasonable to do so); and
  - 7.4.2 the mechanisms available to complain about the refusal.
- 7.5 Correction.** We request that you keep your *Personal Data* as current as possible. If you feel that information about you is not accurate or your details have or are about to change, you can contact us using our contact details below and we will correct or update your *Personal Data*.
- 7.6 If you otherwise make a request for us to correct your *Personal Data*, we will:
- 7.6.1 respond to your request within a reasonable period after the request is made; and
  - 7.6.2 if reasonable and practicable, correct the information as requested.
- 7.7 If we refuse a request to correct *Personal Data*, we will:
- 7.7.1 give you a written notice setting out the reasons for the refusal and how you may make a complaint; and
  - 7.7.2 take reasonable steps to include a note with your *Personal Data* of the fact that we refused to correct it.
- 7.7.3 Restriction.** If you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which you make a relevant request, we will take steps to ensure that we comply with a request by you to restrict the use of your *Personal Data* pursuant to Article 18 of the GDPR. You acknowledge that, depending on the nature

of the restriction you request, we may be unable to provide you with some or all of our Products and Services (or any part of any Service) if we comply with your request. In such circumstances, we will advise you of our inability to provide or continue to provide you with the relevant Products and Services, and if you confirm that you would like us to proceed with your request, we may terminate a relevant agreement or other arrangement with you in relation to our Products and Services.

## 8. SECURITY + PROTECTION

- 8.1 In relation to all *Personal Data*, we will take all reasonable steps to:
- 8.1.1 ensure that the *Personal Data* we collect is accurate, up to date and complete;
- 8.1.2 ensure that the *Personal Data* we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
- 8.1.3 protect *Personal Data* from misuse, loss or unauthorised access and disclosure.
- 8.2 We store your *Personal Data* on a secure server using Secure Sockets Layer (SSL) technology which ensures that all data passed between the web server and browsers remains private and is encrypted to protect your *Personal Data* from unauthorised access, destruction, use, modification or disclosure.
- 8.3 We require our Third Party payment gateway providers to comply with relevant data security standards. We are not responsible for how the Third Party payment gateway provider chooses to store and protect your *Personal Data*. Please refer to the Third Party payment gateway provider's privacy policy for details of how they will store and protect your *Personal Data*.
- 8.4 Please contact us immediately if you become aware of or suspect any misuse or loss of your *Personal Data*.

## 9. DATA BREACHES

- 9.1 **Compliance.** We are required to comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act.
- 9.2 **Investigation and assessment.** If we become aware that a Data Breach in respect of *Personal Data* held by us may have occurred, we will:
- 9.2.1 investigate the circumstances surrounding the potential Data Breach to determine whether a Data Breach has occurred; and
- 9.2.2 if a Data Breach has occurred, carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an eligible data breach.
- 9.3 **Undertaking.** If we become aware that there has been an eligible data breach in respect of *Personal Data* held by us, and the *Personal Data* relates to you or you are at risk from the eligible data breach, we will ensure that either we, or a relevant APP entity that is the subject of the same eligible data breach:
- 9.3.1 prepare a statement that complies with subsection 26WK(3) of the Privacy Act;
- 9.3.2 provide a copy of the statement to the Office of the Australian Information Commissioner (OAIC); and
- 9.4 if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the

statement on the Platform and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

## 10. COMPLAINTS

- 10.1 If you have a complaint about how we collect, use, disclose, manage or protect your *Personal Data*, or consider that we have breached the Privacy Act or APPs, please contact us using our contact details below. We will respond to your complaint within a reasonable time of receiving the complaint.
- 10.2 Once the complaint has been received, we may resolve the matter in a number of ways:
- 10.2.1 **Request for further information:** We may request further information from you. Please provide us with as much information as possible, including details of any relevant dates and documentation. This will enable us to investigate the complaint and determine an appropriate solution.
- 10.2.2 **Discuss options:** We will discuss options for resolution with you and if you have suggestions about how the matter might be resolved you should raise these with our Privacy Officer.
- 10.2.3 **Investigation:** Where necessary, the complaint will be investigated. We will try to do so within a reasonable time frame. It may be necessary to contact others in order to proceed with the investigation. This may be necessary in order to progress your complaint.
- 10.2.4 **Conduct of our employees:** If your complaint involves the conduct of our employees we will raise the matter with the employees concerned and seek their comment and input in the resolution of the complaint.
- 10.3 After investigating the complaint, we will give you a written notice about our decision.
- 10.4 You are free to lodge a complaint directly with the OAIC online, by mail, fax or email. For more information please visit the OAIC website at [oaic.gov.au](http://oaic.gov.au).

## 11. CONTACT

- 11.1 Please forward all correspondence in respect of this Privacy Notice to:
- Privacy Officer  
E: [info@ranvet.com.au](mailto:info@ranvet.com.au)  
P: 1800 727 217 or  
+61 2 9666 1744 for international callers.

## 12. INTERPRETATION + DEFINITIONS

- 12.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 12.1.1 the terms we, us or our refers to Ranvet Pty Limited as trustee for the Randwick Veterinary Laboratories Unit (ABN 99 617 905 184); and
- 12.1.2 the terms you or your refers to a user of the Platform, a Customer or any other person from whom or concerning whom we collect *Personal Data* or data directly or indirectly.
- 12.2 **Defined terms:** In this Privacy Notice unless otherwise provided, the following terms shall have their meaning as specified:
- Appropriate Safeguards** has the meaning contemplated in Article 46 and Recital 108 of the GDPR.
- APPs** means any of the Australian Privacy Principles set out in Schedule 3 of the Privacy Act.

**Contact information** includes billing address, postal address, email address and telephone numbers (these details may relate to your work or to you personally, depending on the nature of our relationship with you or the company that you work for).

**Customer** means the person so named or contemplated as the customer, whether pursuant to a quote, purchase order or by some other means of contracting with us.

**Customer Data** means any data or other content or information relating to its business that the Customer provides to us.

**Customer information** includes information about how you use our Platform, as well as *Personal Data* which can include Identity Data, Contact information, Financial information, Transaction information or Profile information of you and/or your family members, beneficiaries, employees or employers, or other third persons about whom we need to collect *Personal Data* by law, or under the terms of a contract we have with you.

**Data Breach** means unauthorised access, modification, use, disclosure, loss, or other misuse of *Personal Data* controlled or Processed by us.

**Data Protection Laws and Regulations** means any and all applicable laws relating to the Processing of *Personal Data*, data security and privacy including applicable guidance and codes of practice, codes of conduct issued by the OAIC, any other relevant supervisory authority, Member States of the European Union or the European Data Protection Board (as may be applicable), or any applicable association and including to the extent applicable the GDPR, the *Privacy Act 1988* (Cth) and corresponding privacy laws and regulations in each state and territory of Australia, such laws as amended from time to time.

**Data Subject** means the identified or identifiable person to whom *Personal Data* relates.

**Financial information** includes bank account and other payment method details.

**GDPR** means *Regulation (EU) 2016/679* of the European Parliament and of the Council of April 27th, 2016 on the protection of natural persons with regard to the processing of *Personal Data* and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**Genetic Data** means *Personal Data* relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.

**Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, your job function, your employer or department.

**Marketing and Communications information** includes your preferences in receiving marketing from us and your communication preferences. This may include information about events to which you or your colleagues are invited, and your *Personal Data* and preferences to the extent that this information is relevant to organising and managing those events (for example, your dietary requirements).

**Personal Data** means any information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in material form or not, relating to: (i) an

identified or identifiable or apparent or reasonably ascertainable natural person or (ii) an identified or identifiable legal entity (in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or otherwise where such information is protected similarly as *Personal Data* or personally identifiable information or personal information under applicable Data Protection Laws and Regulations). This includes, where the context so requires or is relevant, *Personal Information* and/or Customer Data.

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

**Platform** means the website at <http://www.ranvet.com.au>.

**Privacy Act** means the *Privacy Act 1988* (Cth) as amended from time to time.

**Privacy Notice** means this privacy notice as amended from time to time.

**Process** means any operation or set of operations which is performed upon *Personal Data*, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (subject to applicable laws).

**Products** means veterinary products relating to animal health and nutrition together with any other goods that we provide from time to time.

**Profile information** includes your username and password, your interests, preferences, feedback, survey responses and all other information you provide through your use of the Products and Services, or otherwise through your contact or correspondence with us.

**Related Bodies Corporate** has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth).

**Sensitive Personal Data** means *Personal Data* (in respect of a Data Subject) consisting of information as to:

- (a) racial or ethnic origin of the Data Subject;
- (b) political opinions;
- (c) religious beliefs or philosophical beliefs or affiliations;
- (d) whether a member of a political organisation, professional or trade association or trade union;
- (e) physical or mental health or condition;
- (f) sex life, sex practices or sexual orientation;
- (g) the commission or alleged commission by the relevant person of any offence;
- (h) Genetic Data;
- (i) Health Data; or
- (j) any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or

the sentence of any court in such proceedings. *Sensitive Personal Data* also includes, where the context so requires or is relevant, any other information falling within the definition of "*sensitive information*" under the Privacy Act.

**Services** means the manufacture and supply of veterinary products, services relating to animal health and nutrition together with any other services that we provide from time to time.

**Technical information** includes (as relevant):

- (a) the Internet protocol (**IP**) address or MAC address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions and operating system;
- (b) information about your visit to our Platform, such as the full *Uniform Resource Locators (URL)*, clickstream to, through and from our Platform (including date and time), services viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from a page, any phone number used to call our central switchboard number, and direct dials or social media handles used to connect with our employees; and
- (c) location data which we may collect through our Platform and which provides your real-time location in order to provide location services (where requested or agreed to by you) to deliver content or other services that are dependent on knowing where you are. This information may also be collected in combination with an identifier associated with your device to enable us to recognise your mobile browser or device when you return to the Platform/App. Delivery of location services will involve reference to one or more of the following:
  - a. the coordinates (latitude/longitude) of your location;
  - b. look-up of your country of location by reference to your IP address against public sources; and/or
  - c. your *Identifier for Advertisers (IFA)* code for your *Apple* device, or the *Android ID* for your *Android* device, or a similar device identifier. See our cookie policy for more information on the use of cookies and device identifiers on the Platform/Apps.

**Third Party** means any person other than you or us or our Related Bodies Corporate.

**Transaction information** includes details about payments to and from you and other associated information.