



Privacy Policy

Our Community Pty Ltd (ABN 24 094 608 705)

Version 7

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1 Overview

- 1.1 This Privacy Policy (**Policy**) explains how Our Community Pty Ltd (ABN 24 094 608 705) and its related entities (collectively referred to as **we, us, our** and **Our Community**) collects and handles your Personal Information.
- 1.2 Our Community is committed to protecting your privacy. Establishing a trusting relationship with our users is central to our work practices.
- 1.3 **Privacy Legislation** means, as applicable, the Privacy Act 1988 (Cth, Australia) or supplements, Australian state or territory privacy laws, the Privacy Act 2020 (NZ) or any legislation that replaces those laws. When SmartyGrants is used by grantmakers in UK and Europe, Privacy Legislation means the Data Protection Act 2018 (UK) and GDPR (UK / Europe).
- 1.4 In this Policy, **Personal Information** or **Personal Data** has the same meaning as in the Privacy Legislation.
- 1.5 This Policy applies to all enterprises and online services operated by Our Community, including the following websites and associated subdomains:
 - (a) Our Community
www.ourcommunity.com.au
 - (b) Communities in Control
www.communitiesincontrol.com.au
 - (c) Funding Centre
www.fundingcentre.com.au
 - (d) GiveNow
www.givenow.com.au
 - (e) Institute of Community Directors Australia
www.communitydirectors.com.au
 - (f) SmartyGrants
www.smartygrants.com, www.smartygrants.com.au and www.smartygrants.co.nz
 - (g) SmartyFile
www.smartyfile.com.au
- 1.6 We apply this Policy to all individuals and entities who interact with Our Community. This includes (but is not limited to) agents, contractors, subcontractors, employees, representatives, users of Our Community's services, and volunteers.
- 1.7 We may update this Policy from time to time in accordance with legislative or operational changes. If you would like us to send you a copy or you have comments or questions regarding this Policy, please contact us using the details provided in clause 14.

2 Types of information we collect

- 2.1 The type of information that we collect and hold depends on the nature of a person's involvement with us.
- 2.2 We only collect your Personal Information where it is reasonably necessary for us to pursue one or more of our functions or activities, or where the law requires us to collect it.
- 2.3 Depending on the reason for collecting it, the Personal Information we collect may include (but is not limited to):

- (a) your name and contact details;
- (b) copies of identification documentation;
- (c) payment information and banking details if you are purchasing a product through us;
- (d) Personal Information contained in forms or applications;
- (e) Personal Information contained in queries, or feedback about our services;
- (f) usage data (which may include your IP address, the pages you have clicked through on our websites, websites that referred you to our sites, information about the device you are using, and your wider geographic location).

2.4 In some circumstances, we collect Sensitive Information, which requires a higher level of protection under the Privacy Legislation. We consciously limit how much Sensitive Information we collect, and we only collect it when we have your consent and the collection is reasonably necessary for us to pursue one or more of our functions or activities. In this Policy, **Sensitive Information** (or **Special Category Data**) has the same meaning as in the Privacy Legislation.

3 How we collect information

- 3.1 We ask you for Personal Information when it is reasonably necessary for the activities in which you are seeking to be involved.
- 3.2 We will only collect your Personal Information by lawful and fair means, including by telephone, by letter, by email, through forms on our websites or through websites we trust.
- 3.3 Normally, we collect your Personal Information directly from you (or the relevant individual), unless it is unreasonable or impracticable to do so.
- 3.4 Subject to clause 3.2:
 - (a) We may collect Personal Information from agents, contractors, subcontractors, employees, representatives, users of Our Community's services, and volunteers.
 - (b) On occasion, we may collect Personal Information from a third party. For example, Personal Information may be provided by third party websites (refer to clause 9).
 - (c) We collect user data through log files and cookies.
 - (i) In some cases you can block or delete cookies and still use our services, although if you do, you will be asked for your email address and password every time you log into an account you hold with us.
 - (ii) If you are a SmartyGrants user refer to our Cookie Declaration available at www.smartygrants.com/cookies
- 3.5 We generally obtain consent from the owner of Personal Information to collect their Personal Information. Consent may be provided in writing, or may be provided orally, or may be implied through a person's conduct.
- 3.6 You are not required to provide the Personal Information and/or Sensitive Information we request. However, if you choose not to provide it, we may not be able to service your needs (see also clause 6).

- 3.7 You are free to browse our websites anonymously. However, when you are registering for one of our services, we require you to register an account using your name or a pseudonym and provide a valid email address. It is impractical for us to manage and provide support if we cannot match you to your account. Receipts (especially tax deductible receipts) may be invalid unless accurate information, including your real name, is provided.

4 Information we collect on behalf of others

- 4.1 If you are a grant seeker or grant assessor using SmartyGrants:
- (a) We process your data in accordance with instructions from the grantmaker for the purposes of the grant.
 - (b) We collect your IP address and device information. This information may be used by grantmakers (or by us) to screen for or prevent potentially fraudulent, illegal or abusive activity.
 - (c) If you are applying for a grant, we disclose your name, username (email address), organisation name and project title to the grantmaker when you create a submission. We do not disclose any other Personal Information entered into a form (e.g. an application or acquittal form) unless and until you submit the form.
 - (d) A copy of any submitted forms may be sent as an attachment (PDF) to your email address and other email addresses specified by the grantmaker.
 - (e) A form may ask you to provide Personal Information.
 - (i) If you have any questions about a form you are filling in, please contact the grantmaker directly as we are not responsible for the form's content.
 - (ii) Refer to the grantmaker's privacy policy for information on how they collect and manage Personal Information.
 - (f) Information collected in SmartyGrants may be disclosed and processed by third party service providers, in some cases foreign entities that operate in an overseas jurisdiction. Refer to clause 9.
 - (g) If the grantmaker administering the grant closes their SmartyGrants account:
 - (iii) Form responses associated with that account are de-identified or deleted.
 - (iv) Unless you request otherwise, your user profile remains in SmartyGrants so you may use it across other grantmaker accounts.
 - (v) If you are a grant seeker and you have connected your accounts in SmartyGrants and Funding Centre, information related to the grant record (for example: program, round and form details, any notes you have added) will remain in Funding Centre but will no longer be updated. You will no longer be able to generate or download a PDF of your forms.

- 4.2 If you register for a SmartyFile profile:
- (a) Information entered into your SmartyFile profile may be made available to members of SmartyFile organisations you join, for the purposes of pre-filling submissions.
- 4.3 If you are a SmartyFile administrator:
- (a) Users who have registered for SmartyGrants or SmartyFile can request to join your organisation. You will receive these requests via email. The intent of these requests is to help users consolidate accounts and organisational profiles.
- 4.4 If you are an organisation using GiveNow:
- (a) When you complete the application process for your organisation to collect funds via Our Community, the subsequent OrgHQ account on behalf of an organisation, your name, email address and the organisation's banking details are passed onto our banking/financial transaction partner as part of our verification process, along with any data required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
 - (b) Payments on GiveNow are processed via a third party payment gateway (refer to clause 9).
 - (i) Credit card data is not processed by or stored by GiveNow.
 - (ii) Direct debit bank account data is processed and stored by both GiveNow and our third party payment gateway.
 - (iii) All payments are processed in a PCI-DSS compliant environment.

5 How we deal with unsolicited Personal Information

- 5.1 If we receive your Personal Information from you or a third party without having asked for it, and we determine we do not have a need for it, we will destroy or de-identify the information as soon as practicable, so long as it is lawful and reasonable to do so.

6 How we use your Personal Information

- 6.1 We use your Personal Information for a range of purposes, including:
- (a) providing you with our services;
 - (b) improving our services through quality-improvement activities;
 - (c) providing you with information, news, offers and surveys;
 - (d) conducting Data Science activities (explained in clause 11);
 - (e) helping you to access the most appropriate information and tools associated with our websites;
 - (f) providing you with support if you need technical assistance;
 - (g) processing payments, including donations;
 - (h) communicating important service-related announcements, changes to our services or policies, or password notifications;
 - (i) providing you with information about your account and newsletters you have signed up to receive;
 - (j) answering inquiries and resolving complaints;

- (k) complying with directions from authorities or legislative requirements;
 - (l) screening for or preventing potentially fraudulent, illegal or abusive activity;
 - (m) storing your data so it is available for your future use of our services.
- 6.2 We may also collect, hold, use and disclose Personal Information for purposes:
- (a) which we explained at the time of collection; or
 - (b) which are required by law; or
 - (c) for which you have provided your consent; or
 - (d) which are necessary for maintaining the reliability and security of infrastructure and services.
- 6.3 We only use or disclose your Personal Information for the above purposes, or for purposes that you consent to, or for other related purposes that you would reasonably anticipate.
- 6.4 To the extent you submit content to public areas of our websites (for example, on a public online forum), it will be available to the public and we may reuse or republish it. If you request that such content be removed, we will do our best to promptly remove it.
- 6.5 If you have any concerns about us using your Personal Information in any of these ways, please notify us immediately.

7 How we store and handle your data

- 7.1 We hold Personal Information in a number of ways, including in electronic databases, email contact lists, and in paper files held in secure offices.
- 7.2 We take reasonable steps to:
- (a) make sure that the Personal Information is accurate, up to date and complete, and (in the case of use and disclosure) relevant;
 - (b) protect the Personal Information from misuse, interference, loss, unauthorised access, destruction, modification or disclosure;
 - (c) destroy or permanently de-identify Personal Information that is no longer needed. (However, we will keep information for a longer period where necessary to comply with contractual, regulatory or legal requirements.)
- 7.3 Any Personal Information we provide to you through your online account(s) with Our Community is password-protected.
- (a) You must not reveal or share your password with anyone.
 - (b) We will never ask for your password, either verbally or through phone or email contact (whether initiated by you or us).

8 Accessing and correcting your Personal Information

- 8.1 If you would like:
- (a) confirmation that we hold your Personal Information;
 - (b) to access your Personal Information; or
 - (c) to correct your Personal Information
- you can request this by using the contact details in clause 14.

- 8.2 We will respond to your request within a reasonable period and within any timeframe specified by the Privacy Legislation. You may make an urgent request to access or correct your Personal Information, which should include the reasons for the urgency.
- 8.3 Prior to allowing access to your Personal Information, we may ask you to take steps to verify your identity.
- 8.4 We will allow you to access your Personal Information unless there is a sound reason not to, including where:
- (a) giving access would have an unreasonable impact on the privacy of others; or
 - (b) we reasonably consider that your request for access is frivolous or vexatious; or
 - (c) it is not permitted under the applicable Privacy Legislation.
- 8.5 If we refuse to give you access to your information, we will give you a notice setting out our reasons.
- 8.6 If you believe that information we hold about you is incorrect or out of date, please contact us and we will take all reasonable steps to amend the information in line with your request.
- 8.7 If the information has been collected on behalf of others (refer to clause 4), we may direct you to contact the relevant party to initiate your request.

9 Third party service providers

- 9.1 Our Community uses some third party service providers (sub-processors) in order to support our websites and operations. These third party service providers can include foreign entities that operate in an overseas jurisdiction.
- (a) We select reputable third party service providers on the basis of their published privacy policies.
 - (b) By using our services and interacting with Our Community, you acknowledge that third party service providers that are foreign entities may not be required to protect your Personal Information in a way that provides comparable safeguards as those provided in the Privacy Legislation.
- 9.2 A list of third party service providers, their locations, the data disclosed and links to relevant policies can be downloaded from:
ourcommunity.com.au/third-party-service-providers
- These third party service providers may change from time to time.
- 9.3 Any questions related to our use of third party service providers can be directed to us via the contact details in clause 14.

10 Direct marketing

- 10.1 We only use your Personal Information to let you know about our products or services where we have your consent, or where we are otherwise permitted by law to do so. We may contact you for these purposes in a variety of ways, including by mail, email, SMS or telephone.
- 10.2 We do not sell your Personal Information to any third party for the purposes of direct marketing.

- 10.3 Where you have consented to receiving marketing communications from us, your consent remains current until you advise us otherwise. You can opt out at any time, by:
- (a) contacting us as set out in clause 14;
 - (b) advising us if you receive a marketing call that you no longer wish to receive; or
 - (c) using the unsubscribe facility that we include in our electronic messages (such as emails and SMS).
- 10.4 We do not use your Sensitive Information (refer to clause 2.4) for the purposes of direct marketing.

11 Data Science

- 11.1 Our Community's overriding objective is to build stronger communities through stronger community organisations. We manage a comprehensive set of data collected through the websites listed in clause 1.5 and we use scientific methods, processes and systems to derive meaning from this data (**Data Science**). Our ground-breaking data initiatives are underpinned by our mission to create social value and drive a shift toward evidence-based practices and decision-making.
- 11.2 By using our online services, you agree that Our Community can access, aggregate and use data collected from you as input into our Data Science activities.
- 11.3 We may use our Data Science activities to:
- (a) conduct research;
 - (b) create new products and services;
 - (c) identify improvements to our existing products and services.
- 11.4 We may share the outputs of our Data Science activities with the public (for example, on our public websites or through social or mainstream media) or through channels where we charge a fee (e.g. our conferences or subscription-based websites and newsletters). We do not disclose information that identifies any individuals or organisations unless we have their express consent.
- 11.5 Where we engage third parties to conduct Data Science activities, we either aggregate or de-identify the data first, or the third party is subject to our information-handling procedures described in clause 7.2.

12 Notification of a data breach

- 12.1 If we become aware of unauthorised access to or loss of your Personal Information, we will promptly:
- (a) notify you;
 - (b) investigate the cause;
 - (c) do our best to remedy any consequences; and
 - (d) tell you what steps we have taken to prevent a reoccurrence.
- 12.2 Unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, are handled in accordance with the relevant authority as follows:
- (a) In Australia, the OAIC [oaic.gov.au/privacy/notifiable-data-breaches](https://www.oaic.gov.au/privacy/notifiable-data-breaches)

- (b) In New Zealand, the Office of the Privacy Commissioner
[privacy.org.nz/responsibilities/privacy-breaches](https://www.privacy.org.nz/responsibilities/privacy-breaches)

13 Complaints

- 13.1 If you have a complaint about how we collect or handle your Personal Information, please contact us using the contact details in clause 14. We treat any claims of privacy breaches seriously and will do our best to respond to your complaint within seven days of receiving it.
- 13.2 If you are unhappy with our response, you can refer your complaint to the Office of the Australian Information Commissioner in Australia or the Office of the Privacy Commissioner in New Zealand.

14 How you can contact us

Please contact us if you have any queries about the Personal Information that we hold about you or the way we handle it. Our contact details are set out below:

- (a) Call us on (+61) 03 9320 6800 or (+64) 04 889 3068
- (b) Email us on service@ourcommunity.com.au
- (c) Send a letter to us at:
Attention: Privacy Officer
Our Community
PO Box 354
North Melbourne VIC 3051
Australia