

Penguin Random House Distribution

Credit Reporting Policy

In this Credit Reporting Policy, "us", "we" or "our" means Penguin Random House Australia Pty Ltd (ABN 28 004 815 703) and its divisions (including, without limitation, PRH Distribution) and related bodies corporate.

We recognise the importance of privacy and are committed to protecting your privacy when handling your credit information and credit eligibility information.

This Credit Reporting Policy explains how we handle credit information and credit eligibility information in an open and transparent manner in accordance with Part IIIA (Credit Reporting) of the *Privacy Act 1988* (Cth) ("Privacy Act"). By providing us with your credit information you consent to us handling it in accordance with this Credit Reporting Policy.

This Credit Reporting Policy will be reviewed from time to time to take account of new or amended laws, new technology and/or changes to our operations and practices and the changing business environment. All credit information and credit eligibility information held by us will be governed by the most recently updated policy. This Credit Reporting Policy addresses the following:

- what credit related information we collect.
- how we collect credit related information.
- what kinds of information we usually derive from credit related information.
- why we collect, use and disclose credit related information.
- how we disclose credit related information.
- how we hold credit related information – management and security.
- accessing and updating or correcting your credit related information and how to contact us.

What credit related information we collect and hold

The credit information and credit eligibility information that we may collect and hold about you includes:

- identification information including your full name, alias or previous name, date of birth, sex, current (or last known) address and 2 previous addresses, current (or last known) employer and driver's licence number.
- commercial credit liability information in respect of commercial credit provided to you including credit type, credit entry date, credit terms and conditions, maximum available credit and credit period.
- repayment history information including whether or not you have met an obligation to make a payment, payment due date and, if payment is made after the due date, the date on which payment is made.
- a statement that we have requested information about you from a credit reporting body in connection with an application by you for commercial credit.
- the type and amount of commercial credit sought in an application by you in connection with which we have requested information from a credit reporting body.
- default information about a payment that you are at least 60 days overdue in making in respect of commercial credit where we have given you written notice requesting payment of the amount of the overdue payment.

- payment information being a statement that you have paid an overdue amount in respect of which we have disclosed default information to a credit reporting body.
- new arrangement information being a statement that we have varied the terms and conditions of commercial credit originally provided you, or provided you with new commercial credit to replace commercial credit originally provided to you, in respect of which we have disclosed default information to a credit reporting body.
- court proceedings information about a judgement of an Australian court against you in proceedings (other than criminal proceedings) relating to any credit that was provided to, or applied for by, you.
- personal insolvency information about you which is recorded in the National Personal Insolvency Index and relates to your bankruptcy, debt agreement proposal, debt agreement, personal insolvency agreement or property which is subject to a direction, order or authority given or made under the *Bankruptcy Act 1966* (Cth).
- publicly available information relating to your activities in Australia and your credit worthiness.
- serious credit infringement information being our opinion that you have committed a serious credit infringement in relation to commercial credit that we have provided to you.

How we collect credit related information

We usually collect credit information directly from you in person or when you communicate with us by telephone, email, standard form, letter, facsimile, sms or other means. For example, we may collect your credit information directly from you when:

- you request us to provide you with our or our clients' products or services.
- you make a commercial credit application in connection with the provision of our or our clients' products or services.

We may also collect your credit information from a third party or publicly available source for the purpose of carrying out our functions and activities. For example, we may collect your credit information from:

- your authorised representatives in connection with providing you with our or our clients' products or services.
- your trade referees whom you nominate to provide a trade reference for you.
- our service providers that assist us to carry out our functions and activities including credit insurance providers and billing and debt recovery providers.
- government departments and agencies in connection with carrying out our functions and activities.
- publicly available databases including the Australian Business Register and White Pages.

What kinds of information we usually derive from credit related information

The kinds of information that we usually derive from credit information and credit eligibility information include credit assessments, credit ratings or risk scores.



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Why we collect, use and disclose credit related information

We collect, use and disclose credit information and credit eligibility information for purposes relating to our functions and activities. For example, we may collect, use or disclose your credit information or credit eligibility information for one or more of the following purposes:

- assessing your eligibility to be provided with our or our clients' products or services.
- assessing your suitability to act as a guarantor in respect of credit provided by us to your organisation or another entity.
- assessing an application by you for credit in connection with the provision of our or our clients' products or services.
- assisting you to avoid defaulting on your payment obligations.
- identifying whether you are overdue in making a payment.
- collecting any overdue payments from you.
- managing credit that we have provided to you.
- assigning our debts.
- carrying out our functions or activities.
- participating in the credit reporting system.
- providing trade references to third parties.
- fulfilling our reporting obligations to our clients, related companies or affiliates.
- as part of any investigation in relation to you or your activity which we suspect to be a breach of any of our terms (including the PRH Distribution Conditions of Sale), serious misconduct or unlawful (including disclosure to the police or any relevant authority or enforcement body).
- as part of a sale (or proposed sale) of all or part of our business.
- complying with our legal or regulatory obligations.

How we disclose credit related information

We disclose credit information and credit eligibility information to third parties for the purpose of carrying out our functions and activities. For example, we may disclose your credit information or credit eligibility information to:

- your authorised representatives in connection with providing you with our or our clients' products or services.
- our service providers that assist us to carry out our functions and activities including credit reporting bodies, credit insurance providers and billing and debt recovery providers.
- our clients, third parties for whom we act as an agent, insurers, professional advisers, related companies, agents, partners, joint venturers, sponsors, promoters and affiliates.
- third parties who request us to provide them with a trade reference for you.
- government departments and agencies in connection with carrying out our functions and activities.
- any guarantor (or prospective guarantor) of any credit that is or may be provided by us to you (or your organisation).
- any third party in connection with us assigning our debts.
- third parties that participate in the credit reporting system.
- third parties as part of any investigation in relation to you or your activity which we suspect to be a breach of any of our terms (including the PRH Distribution Conditions of Sale), serious misconduct or unlawful (including disclosure to the police or any relevant authority or enforcement body).

- our external advisers or potential or actual bidders or their external advisers as part of a sale (or proposed sale) of all or part of our business.

The third parties to whom we may disclose your credit information or credit eligibility information may be located in Australia or other countries including New Zealand, United States of America, United Kingdom, Germany, South Africa, China, Singapore, Malaysia, South Korea, Hong Kong, Spain, India and Canada.

We will not disclose your credit information or credit eligibility information to any third parties for any other purpose without your consent except where required or authorised by law, regulation or court order.

How we hold credit related information – management and security

We have appointed a Privacy Officer to oversee the management of credit information and credit eligibility information in accordance with this Credit Reporting Policy and the Privacy Act.

We will take all reasonable steps to protect the credit information and credit eligibility information that we hold from misuse, interference and loss, and from unauthorised access, modification or disclosure including by means of secure premises, locked cabinets, firewalls, password access and secure servers.

However, you acknowledge that the security of online transactions and the security of communications sent by electronic means or by post cannot be guaranteed. You provide information to us via the internet or by post at your own risk. We cannot accept responsibility for misuse, interference or loss, or unauthorised access, modification or disclosure in respect of your credit information where the security of the information is not within our control.

If you suspect any misuse, interference or loss, or unauthorised access, modification or disclosure in respect of your credit information, or any other privacy breach please let us know immediately.

Accessing and updating or correcting your credit related information and how to contact us

Subject to the exceptions set out in the Privacy Act, you may request to update or correct the credit information that we hold about you and request to access, update or correct the credit eligibility information that we hold about you. We will require you to verify your identity and to specify the information that you wish to access, update or correct. A fee may be charged for providing access however we will advise you of the likely cost in advance.

If you wish to update or correct any credit information or access, update or correct any credit eligibility information that we hold about you, or if you have any questions or require a complaint dealt with about how we collect, use, disclose, store or otherwise handle your credit information or credit eligibility information, you can contact the department that collected your credit information or credit eligibility information in the first instance, or write to:

The Privacy Officer
Penguin Random House Australia Pty Ltd
28/2 Southbank Boulevard
Southbank VIC 3006
Email: privacy.officer@penguinrandomhouse.com.au