

PROGRESSIVE PLAY®

PRIVACY POLICY

Version: October 2026

1. About this Privacy Policy

Progressive Play® is a registered business name operated by Janelle Ford, ABN 64 862 566 558 ("Progressive Play®", "we", "us" or "our"). Progressive Play® is a registered Australian trademark owned by Janelle Ford (Australian Trademark No. 2422858).

This Privacy Policy explains how Progressive Play® collects, holds, uses, discloses, protects, accesses and corrects personal information in connection with its website, online education and training, professional services, child-facing programs, resources, products, facilitator directory, communications and related business activities.

Progressive Play® is committed to managing personal information openly and transparently. Progressive Play® applies the Privacy Act 1988 (Cth) and the Australian Privacy Principles ("APPs") to its handling of personal information where those laws apply, including relevant activities as a private-sector health service provider, and adopts the APP framework as its organisational privacy standard across its operations.

This Policy should be read with the Progressive Play® Website & Online Platform Terms and Conditions of Use, Online Education & Training – Enrolment, Access, Extension & Refund Policy, Intellectual Property, Confidentiality & Permitted Use Terms, Child Safety & Wellbeing Policy and any specific collection notice provided when information is collected.

2. What is Personal Information?

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether or not the information is true and whether or not it is recorded in a material form.

Information such as a person's name, email address, telephone number, general location, employment or business details, training history and other information that identifies or can reasonably identify the person may be personal information.

Business information can also be personal information where it identifies or is reasonably capable of identifying an individual.

3. Sensitive Information

Sensitive information is a category of personal information that receives additional protection under Australian privacy law. It can include health information and information about racial or ethnic origin, religious beliefs, political opinions, sexual orientation, criminal record and certain other matters.

Progressive Play® only seeks sensitive information where it is reasonably necessary for a legitimate function or activity and where the collection is permitted by law. Where consent is required, Progressive Play® will seek consent appropriate to the circumstances.

We do not ask learners to provide unnecessary medical diagnoses, detailed medical histories or unrelated sensitive information when a more limited form of evidence is sufficient.

4. Whose Information We May Collect

Depending on the interaction, Progressive Play® may collect personal information relating to learners and prospective learners; purchasers including employers, schools and organisations; certified facilitators; clients and participants in individual, group or child-facing services; children and young people; parents, carers, guardians and authorised representatives; professionals, referrers and service providers; people who contact Progressive Play®; website visitors; suppliers; contractors; and other business contacts.

5. Kinds of Personal Information We May Collect

The kinds of personal information Progressive Play® may collect depend on the service or interaction and may include name and contact details; postal or delivery address where required; general location; business, employer, school, organisation, role or profession; training enrolment, progress, completion, certificate and digital-badge information; course access and platform activity relevant to administration and security; purchase, invoice, payment status and transaction information; communications, enquiries, complaints, feedback and support records; facilitator directory information; information required to provide or administer professional or child-facing services; parent, carer or authorised-representative information; website and device information; and other information a person chooses to provide that is reasonably relevant to the interaction.

Payment-related information held by Progressive Play® may include payer name, invoice and transaction references, amounts paid, dates, payment status, refunds, disputes and purchase or enrolment information. Depending on the payment method, additional financial information may be processed directly by Stripe, PayPal or the relevant banks rather than being held by Progressive Play®.

6. Health and Other Sensitive Information

Progressive Play® may collect limited health or other sensitive information where reasonably necessary, including where a learner voluntarily seeks an exceptional-circumstances Extension, requests an accommodation, or where information is reasonably necessary for a professional service, child-safety matter or legal obligation.

For exceptional-circumstances applications, supporting information may include a medical certificate, hospital or health-practitioner documentation, bereavement-related information, a statutory declaration or other evidence relevant to the request.

Progressive Play® seeks information sufficient to establish the relevant circumstance and period of impact. We do not require unnecessary diagnostic detail merely to assess a course-access request.

Sensitive information is used only for purposes permitted by law, including the purpose for which it was collected and closely related purposes where permitted.

7. How We Collect Personal Information

Progressive Play® may collect personal information directly through website forms, purchases, course enrolments, learning-platform accounts, email or telephone communications,

administrative requests, course activities, professional or child-facing services, directory administration, feedback and complaints.

Progressive Play® may also collect information from an employer, school, organisation, parent, carer, authorised representative, referrer or other third party where the individual has authorised that arrangement, where it is reasonably expected and permitted, or where collection from the individual would be unreasonable or impracticable and the law permits collection from another source.

8. Privacy Notices at the Time of Collection

This Privacy Policy is a general statement of Progressive Play's® information-handling practices. It does not replace a collection notice where the Australian Privacy Principles require specific information to be provided at or around the time personal information is collected.

Where reasonably required, Progressive Play® will take steps at or before collection, or as soon as practicable afterwards, to make the individual aware of relevant matters such as Progressive Play's® identity and contact details, the circumstances and purposes of collection, significant consequences if information is not provided, usual disclosures, this Privacy Policy, and likely overseas disclosures.

For online forms, enrolments and other electronic collection points, this may be done through concise privacy wording and a readily accessible link to this Privacy Policy or a more specific collection notice.

For eligible facilitator training, the free facilitator directory listing is disclosed as an enrolment inclusion. The applicable enrolment information and this Policy explain that eligible certified facilitators are listed by default unless they opt out and identify the categories of directory information that may be published.

9. Publicly Available Business Information

Progressive Play® may collect limited business contact information from publicly available sources where reasonably necessary to verify or maintain a facilitator directory listing or other legitimate business record.

For example, where a certified facilitator has identified a business or organisation associated with their listing, Progressive Play® may verify or supplement business contact information using the business or organisation's official website or another public business listing.

The fact that information is publicly available does not mean Progressive Play® treats it as unrestricted. We consider the purpose for which the information is available, the person's reasonable expectations, the relevance of the information and the minimum information reasonably necessary for the directory or business function.

Progressive Play® does not use this process as a basis to substitute a facilitator's personal telephone number or personal email address for missing business contact information.

10. Purposes for Collection, Use and Disclosure

Progressive Play® may collect, use and disclose personal information where reasonably necessary to respond to enquiries; process purchases and payments; create and administer course enrolments; deliver courses, products and services; monitor access and completion;

issue certificates and badges; assess extensions, re-access, transfers and refunds; maintain the facilitator directory; provide professional or child-facing services; support safety, safeguarding, complaints and risk management; improve services; protect systems and intellectual property; maintain financial and business records; send service communications; conduct permitted marketing; and comply with legal, regulatory, professional or court requirements.

Progressive Play® may communicate with individuals by email, telephone, SMS, mail or another contact method reasonably connected with the service, enquiry or relationship, subject to applicable marketing and communications laws.

Progressive Play® may use or disclose information where reasonably necessary to protect its legal rights, intellectual property, trademarks, property, systems, customers or third parties, where the use or disclosure is permitted by law.

11. Online Education and Thinkific

Progressive Play® currently uses Thinkific as an online learning-management platform. Learner information may be entered into or processed through Thinkific for account creation, course access, progress tracking, communications, assessments, certificates, administration, technical support and related functions.

Thinkific is an independent third-party service provider with its own privacy and security practices. Its platform uses infrastructure and subprocessors in multiple countries.

If Progressive Play® changes learning-management providers, this Policy will continue to apply to Progressive Play's® handling of personal information and may be updated to reflect material changes.

To create and administer an individual learner account and provide access to the student portal, Progressive Play® provides or enters the learner's name and email address into Thinkific.

Depending on the course and the learner's use of the platform, Thinkific may also process information relating to the course in which the learner is enrolled, course access, progress, completion, assessments, certificates, communications and other activity reasonably connected with the learner's student portal account.

12. Payments and Stripe

Progressive Play® may use Stripe to process credit or debit card payments.

Where a learner or purchaser pays through Stripe, information entered into Stripe's payment system is collected and processed by Stripe in accordance with Stripe's own privacy, security and payment-processing practices.

Progressive Play® may receive and view transaction information made available through its Stripe merchant account, which may include the customer's name, contact information where provided, the course, product or service purchased, the amount paid, transaction date, payment status, transaction identifiers, refunds, disputes and limited payment-method information.

Progressive Play® does not receive or have access to a customer's complete credit or debit card number or card security code merely by viewing the transaction through its Stripe merchant account. Complete card credentials are processed by Stripe and relevant payment networks or financial institutions.

Progressive Play® may retain the transaction and accounting information reasonably necessary to reconcile payments, administer enrolments, issue refunds where applicable, respond to payment disputes and meet taxation, accounting, legal and business record-keeping requirements.

13. PayPal Payments

Where PayPal is offered as a payment method, information entered into or associated with the PayPal payment process is collected and processed by PayPal in accordance with PayPal's own privacy, security and payment-service practices.

Progressive Play® may receive and view merchant-side information relating to a PayPal transaction, which may include the payer's name, email address or other contact information where made available, transaction amount, transaction date, payment status, transaction identifier and information identifying the Course, product or service purchased.

Progressive Play® does not receive a customer's PayPal password and does not receive complete underlying credit or debit card credentials merely because the customer pays through PayPal.

PayPal may independently collect and process additional personal, financial and transaction information for purposes including providing payment services, fraud prevention, dispute resolution, identity or regulatory checks and compliance with legal obligations. PayPal acts under its own privacy terms for those activities.

Progressive Play® may retain the PayPal transaction and accounting information reasonably necessary to reconcile payments, administer enrolments, issue refunds where applicable, respond to disputes and meet taxation, accounting, legal and business record-keeping requirements.

14. Direct Deposit and Bank Transfer Payments

Where Progressive Play® issues an invoice for payment by direct deposit or electronic funds transfer, Progressive Play® provides its business bank-account details to enable the purchaser to make payment.

The purchaser initiates the payment through their own bank or financial institution. The transfer is processed through the banking system. Progressive Play® does not collect or control the purchaser's online-banking password, PIN, security code or other credentials used by the purchaser to authenticate the transaction with their bank.

Progressive Play® may receive and retain information associated with the incoming payment that is made available through its business banking records. Depending on the financial institutions and the information supplied with the transfer, this may include the payer or account name, payment amount, payment date, transaction reference or description and other transaction information.

Progressive Play® uses this information to identify and reconcile payments, allocate payments to invoices or enrolments, maintain accounting and taxation records, investigate payment discrepancies and meet other legitimate business or legal requirements.

A purchaser may be asked to include an invoice number, learner name or another appropriate payment reference so Progressive Play® can correctly identify and allocate the payment.

15. Website, GoDaddy and Online Forms

Progressive Play® uses GoDaddy for website-related services. Information submitted through the website, website forms or associated tools may be processed through GoDaddy or service providers supporting those functions.

GoDaddy operates internationally and may transfer personal information from Australia to other jurisdictions, including the United States, as part of providing its services.

Progressive Play® takes reasonable steps to configure and use website services consistently with its privacy obligations and does not intentionally collect unnecessary sensitive information through general website forms.

16. Microsoft 365, Email and Business Records

Progressive Play® uses Microsoft 365 and related Microsoft services for business communications, email, documents and administrative functions.

Information communicated to Progressive Play® by email or stored in business documents may therefore be processed using Microsoft services.

Microsoft offers data-residency options in Australia for various services, while some service, identity, support or operational data may be processed through global infrastructure. The precise location can depend on the Microsoft service and configuration in use.

Progressive Play® uses reasonable access controls and account-security measures appropriate to its business systems.

17. Other Service Providers

Progressive Play® may use other service providers for functions such as email delivery, cloud storage, communications, analytics, booking, accounting, document management, website functionality, technical support, printing, postage and delivery.

We disclose or make information available to service providers only to the extent reasonably necessary for the relevant function, subject to applicable law and the provider arrangements available to us.

Service providers may change overtime. Where a change materially affects the way Progressive Play® handles personal information, this Policy may be updated.

18. Overseas Processing and Disclosure

Some third-party technology providers used by Progressive Play® operate internationally. As a result, personal information may be processed, stored or accessed outside Australia.

Based on current provider information, likely overseas processing or disclosure may include the United States, Canada, the United Kingdom, Spain and Ireland, and may also involve other countries used by provider subprocessors or global support operations.

Thinkific states that its production systems for the Thinkific Platform are located in the United States and its current subprocessor list includes providers in countries including the United States, Canada, the United Kingdom, Spain and Ireland. GoDaddy states that Australian personal data may be transferred internationally, including to the United States, and its subprocessor arrangements may involve additional jurisdictions. Microsoft 365 data location

depends on the service, tenant geography and configuration, with Australian data-residency commitments available for specified core services and global processing or access possible for some operational functions.

Because provider infrastructure and subprocessors can change, Progressive Play® may maintain or refer to current provider information rather than treating this list as permanently exhaustive.

Where the Privacy Act requires Progressive Play® to take steps in relation to an overseas disclosure, Progressive Play® will take reasonable steps appropriate to the circumstances.

19. Facilitator Directory – Enrolment Inclusion

For eligible Progressive Play® facilitator training courses, a free listing in the Progressive Play® facilitator directory is included as part of the enrolment and is promoted as an enrolment inclusion.

Following successful completion of the applicable course and issue of the relevant certificate, eligible certified facilitators are included in the facilitator directory by default unless they opt out.

The completion email containing the learner's certificate and digital facilitator badge also provides information about the facilitator directory and instructions for opting out.

A facilitator who does not wish to be included is responsible for notifying Progressive Play® that they wish to opt out. A facilitator may opt out by replying to the completion email or otherwise contacting Progressive Play® and may request removal at any time after publication.

20. Facilitator Directory – Information Published

A facilitator directory listing is limited to information relevant to identifying and contacting trained facilitators and may include the certified facilitator's name, the Progressive Play® course completed, a general location, the facilitator's business or organisation name where applicable, and business contact information.

Where a facilitator has identified a business or organisation associated with their listing, Progressive Play® may verify or supplement the listing using publicly available business contact information, including information published on the business or organisation's website or other public business listings.

Progressive Play® will ordinarily publish one business contact method, such as a business telephone number or business email address. Both may be published where the certified facilitator expressly requests that both be displayed.

Progressive Play® does not publish a facilitator's personal telephone number or personal email address unless the facilitator specifically requests that the particular personal contact detail be included in the public listing.

Where no suitable business contact information is available, the listing may appear without a telephone number or email address rather than substituting personal contact information. Residential addresses and other unnecessary private information are not published.

21. Facilitator Directory – Choice, Correction and Removal

Facilitators may request correction or updating of their directory information, nominate a preferred contact method, request removal of particular contact information, or opt out of the facilitator directory at any time.

Progressive Play® may correct, suspend or remove a directory listing where information is materially inaccurate or misleading, the facilitator requests removal, a credential has been obtained or used improperly, continued publication would be unlawful or materially misleading, or removal is otherwise reasonably necessary to protect the integrity of the directory or Progressive Play's® legitimate interests.

Where appropriate, Progressive Play® will give the facilitator an opportunity to correct relevant information.

Inclusion in the facilitator directory indicates that the individual has successfully completed the applicable Progressive Play® facilitator certification and has demonstrated the knowledge and competencies required by Progressive Play® to facilitate the relevant method at the time of certification.

Certification and inclusion in the facilitator directory do not constitute professional registration, endorsement of the facilitator's individual services, verification of their qualifications or ongoing competence in any separate profession, or confirmation that they are legally authorised to practise a regulated profession or provide regulated services in a particular jurisdiction. Facilitators remain responsible for working within their qualifications, competence, scope of practice and any applicable professional, regulatory or legal requirements.

22. Children and Young People

Progressive Play® provides some child-facing programs and services and is committed to children's rights, safety, wellbeing and privacy.

Where personal information about a child or young person is reasonably necessary for a service, Progressive Play® seeks to collect only information relevant to providing, administering or safeguarding that service.

Depending on the child's age, capacity, the service and applicable law, information may be provided by the child or young person, a parent, carer, guardian, authorised representative, referrer or another person involved in the service.

Progressive Play® considers the child's or young person's participation, understanding, privacy and evolving capacity where appropriate and consistent with applicable legal and professional obligations.

Information about children and young people is not used for unrelated purposes merely because it has been provided in connection with a service.

23. Parents, Carers and Authorised Representatives

Progressive Play® may collect the name, contact details, relationship, authority and other information reasonably necessary to communicate with a parent, carer, guardian or authorised representative.

Where a person provides information about another individual, they should have an appropriate basis for doing so and should avoid providing information that is unnecessary for the relevant service or request.

Progressive Play® may take reasonable steps to verify authority where access to, correction of, or disclosure of another person's information is requested.

24. Child Safety, Safeguarding and Mandatory Disclosures

Progressive Play® may collect, use, retain or disclose information where reasonably necessary to respond to a child-safety concern, risk of harm, complaint, incident, mandatory-reporting obligation, reportable-conduct obligation where applicable, court order or other legal requirement.

Where disclosure is required or authorised by law, Progressive Play® may disclose relevant information without consent to the extent permitted or required.

Safeguarding records are handled with particular care and access is limited to people who reasonably require the information for the relevant function or obligation.

Further information about Progressive Play's® child-safety approach is contained in the Child Safety & Wellbeing Policy.

25. Photographs, Video, Audio and Media

Progressive Play® may create or receive photographs, video, audio or other media in connection with training, services, events, feedback or promotional activities.

Where identifiable media is to be used for a purpose beyond what is reasonably necessary to provide the service, Progressive Play® will seek appropriate permission or consent where required.

Progressive Play® does not treat participation in a child-facing service as automatic permission to use a child's identifiable image for marketing or promotional purposes.

Any consent process for children or young people will take account of the circumstances, applicable law, parental or guardian authority where required, and the child's or young person's views and capacity where appropriate.

26. Certificates, Digital Badges and Training Records

Progressive Play® maintains records reasonably necessary to administer enrolments, course progress, completion, certificates, digital badges and related credentials.

Credential records may include the learner's name, course completed, completion date, certificate or badge information and information necessary to verify the credential.

Progressive Play® may confirm the authenticity of a credential where reasonably requested and permitted but will not disclose unrelated personal information merely because a third party asks whether someone has trained with Progressive Play®.

27. Cookies, Analytics and Similar Technologies

The Progressive Play® website and third-party platforms may use cookies, analytics tools, pixels or similar technologies for website operation, security, remembering preferences, understanding website use, measuring performance and, where permitted, supporting relevant advertising or remarketing through services such as Google advertising products or other advertising providers.

Some cookies or technologies are necessary for website functionality, while others may be optional depending on the service and available consent or preference tools.

Information collected may include IP address, browser or device information, pages visited, referral information, approximate location derived from technical information, interaction data and similar usage information.

Users may be able to manage cookies through browser settings or available website privacy controls. Blocking essential cookies may affect website functionality.

28. Marketing Communications

Progressive Play® may send marketing or promotional communications only where permitted by applicable law, including the Privacy Act where applicable and the Spam Act 2003 (Cth) for commercial electronic messages.

For marketing email or SMS, Progressive Play® must have the form of consent required by law, identify the sender, provide current contact information and provide a functional and easy-to-use unsubscribe mechanism.

Where the Spam Act applies, unsubscribe requests will be honoured within the legally required timeframe. Withdrawing from marketing does not prevent Progressive Play® from sending genuine service, transaction, safety, course-administration or legal communications that are not marketing messages.

Where APP 7 applies, individuals may request that Progressive Play® stop using or disclosing their personal information for direct marketing. Progressive Play® will give effect to such requests as required by law and, where required, will provide information about the source of personal information used for direct marketing.

Progressive Play® does not sell personal information to advertisers.

29. Use and Disclosure for Secondary Purposes

Progressive Play® generally uses and discloses personal information for the primary purpose for which it was collected.

Information may also be used or disclosed for a secondary purpose where the individual would reasonably expect it and it is related to the primary purpose, or directly related in the case of sensitive information, or where consent or another legal basis permits the use or disclosure.

Progressive Play® does not use personal information for an unrelated purpose merely because it is technically available.

30. Government Identifiers

Progressive Play® does not adopt a government-related identifier, such as a Medicare number, tax file number or other government identifier, as its own identifier for an individual except where permitted by law.

Where a government identifier is received for a legitimate purpose, Progressive Play® will handle it in accordance with applicable legal requirements and will not use or disclose it unnecessarily.

31. Data Quality

Progressive Play® takes reasonable steps to ensure personal information it uses or discloses is accurate, up to date, complete and relevant for the purpose.

Individuals are encouraged to notify Progressive Play® if their contact details, business information, directory information or other relevant information changes.

Progressive Play® may verify information where reasonably necessary before relying on it for a material decision or public directory listing.

32. Security of Personal Information

Progressive Play® takes reasonable steps appropriate to its size, activities and systems to protect personal information from misuse, interference, loss, unauthorised access, modification and disclosure.

Measures may include account authentication, access controls, password protection, reputable cloud and platform providers, device and software security, limited access to sensitive records, secure communications where reasonably available, backups and administrative procedures.

No internet, email or cloud system can be guaranteed to be completely secure. Individuals should avoid sending unnecessary sensitive information through insecure channels and should protect their own account credentials.

33. Retention, Destruction and De-identification

Progressive Play® retains personal information for as long as reasonably necessary for the purpose for which it is held and to meet legal, tax, accounting, insurance, professional, safeguarding, dispute, credential-verification and other legitimate record-keeping requirements.

Different categories of information may have different retention periods.

When personal information is no longer required and Progressive Play® is not required or permitted to retain it, reasonable steps will be taken to destroy or de-identify it.

Backup systems and third-party platforms may retain information for limited periods after deletion in accordance with their technical and legal retention processes.

34. Data Breaches

Progressive Play® will respond to suspected or actual data breaches in accordance with applicable law and its circumstances.

Where the Notifiable Data Breaches scheme applies and Progressive Play® has reasonable grounds to suspect an eligible data breach, Progressive Play® will take all reasonable steps to complete the required assessment within 30 calendar days after becoming aware of the grounds for suspicion. If Progressive Play® has reasonable grounds to believe an eligible data breach has occurred, it will notify affected individuals and the Office of the Australian Information Commissioner as required by law, unless an exception applies.

Progressive Play® may also take steps such as securing affected systems, changing credentials, contacting service providers, preserving evidence and reducing the risk of further harm.

35. Access to Personal Information

An individual may request access to personal information Progressive Play® holds about them, subject to exceptions permitted by law.

Progressive Play® may require reasonable identity verification before providing access.

Where access can be provided, Progressive Play® will respond within a reasonable period and in the manner required by applicable law.

Progressive Play® will not charge an individual for making an access request. Where Progressive Play® is permitted by law to charge for giving access, any charge will be reasonable, will not be excessive, and will be communicated before it is incurred.

Where access is refused or limited, Progressive Play® will provide the reasons and available complaint mechanisms where required by law.

36. Correction of Personal Information

An individual may ask Progressive Play® to correct personal information they believe is inaccurate, out of date, incomplete, irrelevant or misleading.

Progressive Play® may also correct information on its own initiative where appropriate.

Progressive Play® may take reasonable steps to verify a requested correction. Where correction is refused, Progressive Play® will provide reasons and available complaint mechanisms where required by law, facilitator directory correction and removal requests are also governed by the directory provisions in this Policy.

37. Privacy Enquiries and Complaints

Privacy enquiries, access requests, correction requests and complaints should be directed to Progressive Play® using the contact details published at 45 in this Policy.

A privacy complaint should provide enough information to identify the issue and the outcome sought.

Progressive Play® will acknowledge and investigate privacy complaints within a reasonable period and may request further information where necessary.

If an individual is not satisfied with Progressive Play's® response and the Privacy Act applies to the matter, they may be able to complain to the Office of the Australian Information Commissioner.

38. Anonymity and Pseudonymity

Where lawful and practicable, individuals may interact with Progressive Play® anonymously or using a pseudonym for general enquiries.

Anonymity or pseudonymity may not be practicable where Progressive Play® must identify the person to enrol them in training, issue a certificate or digital badge, process a payment, maintain a facilitator credential, provide a professional service, meet safeguarding obligations, verify authority, or comply with law.

39. Third-Party Links and External Websites

The Progressive Play® website and learning materials may link to external websites, government resources, research, organisations or other third-party services.

Progressive Play® is not responsible for the privacy practices of independent third parties merely because a link is provided.

Individuals should review the privacy information of third-party sites or services they choose to use.

40. Business Transfer or Change of Control

If Progressive Play® undergoes a sale, transfer, restructure or change of control involving all or part of the business or its assets, personal information may form part of the business records considered or transferred to the extent permitted by law.

Where information is disclosed to a prospective purchaser, adviser or successor for that purpose, Progressive Play® will seek to limit the disclosure to what is reasonably necessary and use confidentiality or other safeguards where appropriate.

Any successor handling personal information remains subject to applicable privacy law. Progressive Play® will not treat a potential business transaction as permission to disclose personal information without regard to privacy obligations.

41. Legal Disclosures

Progressive Play® may use or disclose personal information where required or authorised by Australian law, a court or tribunal order, or another lawful process.

Progressive Play® may also use or disclose information where a permitted general situation, permitted health situation or other lawful exception applies.

Only information reasonably relevant to the legal purpose will be disclosed where practicable.

42. Automated Decisions

If Progressive Play® arranges for a computer program to use personal information to make, or do something substantially and directly related to making, a decision that could reasonably be expected to significantly affect an individual's rights or interests, Progressive Play® will provide the additional information required by applicable privacy law in this Policy.

Routine platform functions, analytics, spam filtering, payment screening or administrative automation are not described as significant automated decisions merely because software is involved. The legal requirements will be assessed according to the actual function and effect of the system.

43. Changes to this Privacy Policy

Progressive Play® may update this Privacy Policy to reflect changes in law, guidance, technology, service providers, business practices or services.

The current version will be published on the Progressive Play® website with an updated effective or review date.

Where a change materially affects an existing practice involving personal information, Progressive Play® will take reasonable steps to communicate or implement the change as appropriate.

44. Governing Context

Progressive Play® is based in Queensland, Australia. Privacy obligations are principally governed by applicable Commonwealth privacy law, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles where they apply.

Queensland and other state or territory laws may also impose confidentiality, health-information, child-safety, record-keeping or disclosure obligations in particular circumstances.

This Policy does not displace any mandatory privacy, confidentiality, safeguarding or record-handling obligation that applies to a particular service or jurisdiction.

45. Contact

Progressive Play®

Email: info@progressiveplay.com.au

Website: progressiveplay.com.au

Postal: PO Box 315, Bribie Island, Queensland 4507, Australia

Privacy enquiries, access requests, correction requests and complaints may be submitted by email or post using the details above.

APPROVED

4th October 2026.