

CREDIT REPORTING POLICY AND STATEMENT OF NOTIFIABLE MATTERS

This credit reporting policy and statement of notifiable matters (**Policy**) relates to Nova Entertainment Pty Ltd (ABN 75 093 553 989) and its related bodies corporate (**we/us/our**) collection, use and disclosure of your credit information and credit eligibility information in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**). It should be read, especially as regards our collection, use and disclosure of any of your personal information which is not credit information or credit eligibility information and for how to access or correct your information and/or to complain about our handling of your information, in conjunction with our [Privacy Policy](#) which can be found at <https://www.novaentertainment.com.au/privacy> or obtained on request by emailing us at privacy@novaentertainment.com.au.

We will only collect, use and disclose your credit information or credit eligibility information in accordance with and to the extent detailed in this Policy and as permitted by the Privacy Act and the Privacy (Credit Reporting) Code (as updated from time to time).

If you do not provide us with the information requested in the credit application or do not agree to any of the uses or disclosures detailed in this Policy we will be unable to accept or process your credit application.

1 Definitions

"Credit information" means personal information that may have a bearing on credit that you have applied for or which may be provided to you or if you offer to be or are a guarantor.

"Credit eligibility information" means any personal information that relates to your credit-related dealings with us or other credit providers.

2 Authority to collect your credit information and credit eligibility information

By requesting credit from us, submitting a credit application to us or any information requested in relation to such application, offering to be a guarantor, submitting a guarantor form or providing us with credit information or credit eligibility information you authorise use to collect, use and disclose your credit information and credit eligibility information in accordance with this Policy and, where relevant, our Privacy Policy.

You consent to us obtaining a consumer credit report containing information about you (including credit eligibility information) from a credit reporting body for the purpose of assessing your application for commercial credit, for credit management purposes (including the collection of any payments which are overdue), to act as guarantor and/or for any other purposes permitted under the Privacy Act. You also agree to us giving to and receiving from any credit providers named in your credit application and/or in any credit report issued by a credit reporting body, information about your credit arrangements, provided that the information is only used by us to assess your application for credit or, to act as a guarantor or credit eligibility or to assess your creditworthiness.

You also understand that, subject to the provisions of the Privacy Act, Privacy (Credit Reporting) Code and this Policy, we may disclose to any credit reporting body or other credit provider information concerning the contract (including the guarantee) between us and the conduct of the contract, including any defaults.

3 Credit information and credit eligibility information we collect, hold and use about you

The types of credit information and credit eligibility information we collect, hold and use about you includes:

- identification information, including your name, gender, date of birth and business and residential address;

- if applicable, information contained in any trust deed including details of any trust beneficiaries;
- consumer credit liability information, which includes details about consumer loans, credit cards and overdraft facilities, the dates on which they were opened and closed and their credit limits;
- repayment history information, which includes details as to whether or not you have met your monthly repayment requirements under a consumer credit contract;
- that an information request has been to a credit reporting body in relation to you by us or any other credit provider;
- the type of credit you are applying for (or have applied for), and the amount of credit, included in an information request a credit provider has made to a credit reporting body;
- default and payment information or information regarding any other serious credit infringements, and our opinion about any such infringements;
- information from a judgment of an Australian court that relates to any credit that has been provided to you;
- personal insolvency information, meaning information entered or recorded in the National Personal Insolvency Index that relates to your debts, insolvency or creditworthiness;
- publicly available information that relates to your creditworthiness (e.g. court judgments, bankruptcy notices);
- credit eligibility information we receive from a credit reporting body and other information that has a bearing on your creditworthiness, such as a credit report; and
- any information we derive from credit eligibility information, for example, our own assessment of your creditworthiness.

4 Our use and disclosure of your credit-related information and credit eligibility information

If you apply for credit with us or offer to act as a guarantor for any of our customers we will share your personal information, credit information and credit eligibility information with credit reporting bodies and other credit providers for the purposes of:

- a) investigating and assessing your credit application, offer to be a guarantor and creditworthiness;
- b) providing, administering and managing our risk, business operations and our services;
- c) building and maintaining the relationship with you, including to assist in resolving any disputes, ongoing development of our services and products and to inform you (including by way of phone, internet, mail, fax, email and by any other lawful means) where permitted by law about our products or services;
- d) to assist you during hardship and consider you for any hardship programs we have at that time;
- e) if you are a representative, verifying your authority to act;
- f) disclosing to other parties, as required or authorised by law;
- g) disclosing the relevant information to any of our service providers and agents and organisations through whom you choose to make payments to us; and
- h) approving and discussion with your nominated referees.

If you fail to meet your payment obligations in relation to consumer credit, we are required to disclose this to a credit reporting body. From 1 July 2022, if you enter a financial hardship

arrangement in relation to credit to which the *National Consumer Credit Protection Act 2009* (Cth) applies, we are also required to disclose this to credit reporting bodies. If you commit a serious credit infringement we will also disclose this to a credit reporting body.

5 If you provide us credit-related information about a third party

If you provide us a third party's personal or credit information you warrant you do so with the agreement of that third party and that you have made them aware:

- that you will be providing their personal and/or credit information to us;
- of this Policy and the Privacy Policy; and
- that we will collect, use and disclose their credit information and credit eligibility information in accordance with this Policy and our Privacy Policy.