TOWNSVILLE MARKETS

Privacy Policy

Version 1 - Revised 15 October 2026
Effective date: 15 October 2026

1. Scope of this Privacy Policy
(a) This Privacy Policy applies to personal information collected or held by Townsville Markets through its website, vendor application and booking systems, correspondence, events, online forms, complaints, incident reports, competitions, social media interactions and other activities.
(b) This Privacy Policy applies to vendors, vendor applicants, representatives and staff of vendors, customers, members of the public, competition entrants, complainants, witnesses and other people whose personal information may reasonably be collected in connection with Townsville Markets' activities.
(c) Townsville Markets may use third-party service providers to assist in operating its website, systems, communications,
payments and other business functions. Those providers may separately handle personal information in accordance with their own privacy obligations and policies.

2. Personal Information We May Collect
(a) Depending on the person's relationship with Townsville Markets, we may collect information including: name; business or trading name; ABN; email address; telephone number; username and account information; vendor application information; descriptions of products and services; product, stall and business photographs; Public and Product Liability Insurance documentation; food licences or registrations; permits, licences, certificates and other compliance documentation; vendor approval and status information; event bookings and site allocations; payment and transaction records; credits and cancellations; attendance and no-show records; Casual or Permanent Vendor status; invoices and receipts; correspondence with Townsville Markets; feedback, enquiries and complaints; incident and safety reports; photographs, videos, documents and other material submitted to Townsville Markets; emergency contact information; and other information reasonably necessary for Townsville Markets' functions and activities.
(b) Townsville Markets does not ordinarily require vendors to provide residential or postal addresses, dates of birth, identification documents, medical information or other sensitive information unless there is a legitimate reason for that information to be collected.
(c) Personal or sensitive information may nevertheless be received or recorded where reasonably necessary in connection with an incident, injury, emergency, complaint, safety matter or other exceptional circumstance.
(d) Complaints and incident reports may contain personal information about people other than the person making the report, including vendors, customers, witnesses, staff or other people involved.

3. How We Collect Personal Information
(a) Townsville Markets generally collects personal information directly from the person concerned, including through: TownsvilleMarkets.com; vendor applications and accounts; event bookings; online forms; email and other correspondence; enquiries, feedback and complaints; incident reports; competitions and giveaways; social media communications; and interactions at markets and events.
(b) Townsville Markets may also receive personal information about a person from another individual or organisation where reasonably necessary. This may occur, for example, through a complaint, incident report, witness statement, venue operator, regulator or emergency situation.
(c) Where reasonable and practical, Townsville Markets will limit the information collected to what is necessary for the relevant purpose.

4. Vendor Accounts and Authentication
(a) Approved Vendors may be provided with an account to access Townsville Markets' online systems.
(b) Townsville Markets may retain usernames, email addresses and other information required to authenticate and administer accounts.
(c) Passwords and other authentication credentials will be handled using appropriate security measures. Townsville Markets administrators are not intended to have access to users' readable passwords.
(d) Authorised Market Coordinators, administrators and staff will use individual administrative accounts where appropriate, and administrative activity may be logged for security, accountability and system administration purposes.

5. Emergency Contact Information

(a) Townsville Markets may request that vendors provide the name, relationship and telephone number of an emergency contact.
(b) Emergency contact information will only be used where reasonably necessary in connection with an emergency, serious health or safety incident involving the vendor, or another circumstance where contacting that person is reasonably necessary for the vendor's welfare.
(c) Vendors providing emergency contact details should ensure that the nominated person is aware that their details have been provided to Townsville Markets for this purpose.

6. How We Use Personal Information
(a) Townsville Markets may use personal information for purposes including: assessing and administering vendor applications; managing Vendor Approval; verifying insurance, licences, registrations, permits and other requirements; administering vendor accounts; processing and administering event bookings; allocating vendor sites; maintaining attendance and booking records; administering payments, credits, cancellations, invoices and receipts; communicating with vendors; planning and operating markets and events; managing Permanent and Casual Vendor arrangements; responding to enquiries and feedback; investigating and resolving complaints; recording and responding to incidents, emergencies and safety matters; maintaining event security and safety; administering competitions and giveaways; complying with legal, insurance, regulatory and venue requirements; maintaining appropriate business and administrative records; protecting the rights, safety and property of Townsville Markets and other people; and other purposes reasonably connected with Townsville Markets' functions and activities.
(b) Townsville Markets will not use personal information for an unrelated purpose unless permitted by law or the individual has consented where consent is required.

7. Payments
(a) Online payments are processed through Square or another payment service identified by Townsville Markets.
(b) Townsville Markets may receive and retain information relating to a transaction, including the amount paid, payment status, transaction or reference information, invoices, receipts and credits.
(c) Townsville Markets does not store complete payment card numbers, card security codes or online banking credentials used to make payments through Square.
(d) Payment information provided directly to Square is handled by Square in accordance with its own systems and privacy practices.

8. Website Information, Cookies and Analytics
(a) TownsvilleMarkets.com may use cookies and similar technologies that are reasonably necessary for website functionality, authentication, account sessions and security.
(b) The website, hosting infrastructure and security systems may automatically collect technical information including IP addresses, browser or device information, timestamps, login attempts and system or security logs.
(c) Townsville Markets may use website analytics services to understand matters such as visitor numbers, page usage, general traffic sources, device or browser types and general website usage patterns.
(d) Townsville Markets does not intend to use website information for intrusive advertising profiling or to sell individuals' browsing behaviour to advertisers.
(e) If Townsville Markets materially changes the way tracking or analytics technologies are used, this Privacy Policy may be updated accordingly.

9. Communications and Marketing
(a) Townsville Markets may use vendor contact information to send communications necessary to administer vendor accounts, applications, bookings, events, payments, safety matters, document expiry, operational changes and other aspects of the vendor relationship.
(b) Townsville Markets may also occasionally send vendors news, event announcements and promotional or marketing communications relating to Townsville Markets.
(c) Individuals may unsubscribe or opt out of promotional or marketing communications.
(d) Opting out of promotional communications does not prevent Townsville Markets from sending communications reasonably necessary to administer an account, booking, event, payment, safety matter, compliance requirement or other existing relationship.
(e) If Townsville Markets establishes a public mailing list, individuals may subscribe voluntarily and will be provided with a means of unsubscribing.

10. Competitions and Giveaways
(a) Townsville Markets may collect names, contact information, entries and other information reasonably necessary to administer competitions and giveaways.
(b) Competition entrants must satisfy any eligibility requirements contained in the applicable competition terms, including any minimum age requirement.
(c) Entry into a competition or giveaway will not, by itself, be treated as consent to receive unrelated marketing communications where separate consent is required or appropriate.
(d) Any publication of a winner's name or other information will be handled in accordance with the applicable competition terms and conditions.
11. Photographs, Video and Social Media

(a) Townsville Markets may take photographs or video at markets and events for legitimate operational, historical and promotional purposes, including use on its website and social media.
(b) Townsville Markets may also receive photographs, video and other material submitted by vendors, complainants, witnesses or other people in connection with applications, complaints, incidents or other matters.
(c) Where a person communicates or interacts with Townsville Markets through a third-party social media platform, that platform may separately collect and process information in accordance with its own privacy policy and practices.
(d) Townsville Markets is not responsible for the independent privacy practices of third-party social media platforms.

12. Disclosure of Personal Information
(a) Personal information may be accessed by authorised Townsville Markets Market Coordinators, administrators and staff where access is reasonably required for their duties.
(b) Townsville Markets may disclose relevant personal information where reasonably necessary to: venue owners or operators; insurers or professional advisers; service providers acting on behalf of Townsville Markets; emergency services; police; local councils; health, safety or other regulatory authorities; courts or other lawful authorities; or another person or organisation where disclosure is required or authorised by law.
(c) Where information is disclosed, Townsville Markets will seek to limit the disclosure to information reasonably necessary for the relevant purpose.
(d) Information relating to a complaint, dispute or incident may be disclosed to people involved where reasonably necessary to fairly investigate, respond to or resolve the matter.
(e) Townsville Markets cannot guarantee absolute confidentiality where information must reasonably be disclosed to investigate a matter, protect safety, obtain professional advice, comply with legal requirements or provide procedural fairness.

13. Service Providers and Cloud Services
(a) Townsville Markets may use third-party providers for website hosting, cloud computing, data storage, database services, email and communications, payments, backups, analytics and other technology or administrative services.
(b) These providers may host, store, process or transmit personal information on behalf of Townsville Markets where reasonably necessary to provide their services.
(c) Townsville Markets uses Cloudflare services for website delivery, security, application processing and database services, and Google Apps Script, Google Sheets and Google Drive for administration and information storage. Its systems also support Cloudflare email services. Square or another identified payment service handles payments made through that service.
(d) Third-party providers operate their own systems and may have their own privacy policies, security practices and legal obligations.

14. Overseas Processing and Storage
(a) Cloudflare, Google and Square operate international infrastructure. Personal information handled through these services may be stored, processed, backed up, transmitted or accessed outside Australia; these arrangements do not guarantee storage or processing solely within Australia.
(b) Cloudflare describes international processing, including in the United States and the European Economic Area. Google uses servers around the world. Square identifies possible overseas processing and storage in the United States, Canada, Japan, Ireland, France, Spain and the United Kingdom. The locations used depend on the provider, service and processing involved and may change.
(c) Townsville Markets will take reasonable steps appropriate to the circumstances when selecting and using service providers that handle personal information.
(d) Townsville Markets will review its service-provider arrangements as its website and systems develop and update this Privacy Policy where further disclosure is reasonably required. Further information is available in the providers' privacy notices: www.cloudflare.com/privacypolicy/, policies.google.com/privacy and squareup.com/au/en/legal/general/buyer-privacy.

15. Sale or Rental of Personal Information
(a) Townsville Markets does not sell or rent personal information to third parties.
(b) Personal information will not be provided to unrelated third parties for their independent marketing purposes merely because Townsville Markets holds that information.

16. Security of Personal Information
(a) Townsville Markets takes reasonable technical and organisational measures to protect personal information from misuse, interference, loss and unauthorised access, modification or disclosure.
(b) Measures may include access controls, individual administrative accounts, authentication controls, activity logging, appropriate service providers and other security measures appropriate to Townsville Markets' systems.
(c) Access to personal information is restricted to authorised persons who reasonably require that access for their duties.
(d) No method of electronic storage or transmission can be guaranteed to be completely secure. Townsville Markets therefore does not represent that unauthorised access or loss can never occur.

17. Retention of Information

(a) Townsville Markets retains personal information only for as long as reasonably necessary for the purpose for which it was collected or for legitimate legal, accounting, insurance, safety, dispute-resolution, administrative or business record-keeping purposes.
(b) The expiry, suspension or withdrawal of Vendor Approval does not necessarily result in immediate deletion of vendor records.
(c) Townsville Markets may retain unsuccessful or rejected vendor applications where reasonably necessary for administrative, compliance, dispute-resolution or future application purposes.
(d) Complaints, incident reports, correspondence and associated evidence may be retained where reasonably necessary for safety, insurance, legal, administrative, dispute-resolution or record- keeping purposes.
(e) When personal information is no longer reasonably required, Townsville Markets may securely delete, destroy or de-identify it as appropriate.

18. Access to Personal Information
(a) An individual may request access to personal information Townsville Markets holds about them.
(b) Townsville Markets may take reasonable steps to verify the identity of a person requesting access before releasing personal information.
(c) Access may be limited or refused where permitted or required by law or where providing access would unreasonably affect another person's privacy, disclose confidential information, prejudice an investigation or otherwise be inappropriate or unlawful.
(d) Where appropriate, Townsville Markets may provide access in a manner that protects the privacy and legitimate interests of other people.

19. Correction of Personal Information
(a) Vendors may be able to update certain information directly through their online account.
(b) Individuals may request correction of personal information held about them where they believe it is inaccurate, out-of-date, incomplete, irrelevant or misleading.
(c) Townsville Markets will take reasonable steps to consider and, where appropriate, make requested corrections.
(d) A request to correct information does not necessarily require Townsville Markets to delete an original complaint, incident report, business record or other record that Townsville Markets reasonably needs to retain.

20. Account Closure and Deletion Requests
(a) A vendor may request that their Townsville Markets account be closed or deactivated.
(b) Townsville Markets may delete personal information that is no longer reasonably required.
(c) Closing an account does not require Townsville Markets to delete information that it is legally required or reasonably entitled to retain, including transaction records, invoices, booking history, complaints, incident reports, safety records and other legitimate business records.

21. Complaints, Incidents and Other People's Information
(a) Townsville Markets may collect and retain information relating to complaints, disputes, incidents, injuries, safety concerns and emergencies.
(b) Such records may contain information about complainants, vendors, customers, witnesses, staff, emergency contacts or other people.
(c) Townsville Markets will seek to collect and use only information reasonably necessary to record, investigate, manage or respond to the relevant matter.
(d) Information may be disclosed to people involved in the matter or to relevant third parties where reasonably necessary to investigate or resolve the matter, protect safety, satisfy insurance or legal requirements, or comply with the law.

22. Children
(a) Townsville Markets does not intentionally operate vendor accounts or collect personal information directly from children as part of its ordinary vendor administration.
(b) Personal information about a child may nevertheless be incidentally received, including through an enquiry, complaint, incident report, event photograph or other communication.
(c) Where Townsville Markets becomes aware that information relates to a child, it will handle that information having regard to the circumstances and the nature of the information.
(d) Competitions and giveaways operated by Townsville Markets may be restricted to persons aged 18 years or over in accordance with the applicable competition terms.

23. Data Breaches
(a) If Townsville Markets becomes aware of suspected unauthorised access to, disclosure of, or loss of personal information, it will take reasonable steps to investigate and respond to the incident.
(b) Where appropriate, Townsville Markets may take steps to contain the incident, reduce potential harm, secure affected systems and review relevant security measures.
(c) Where notification of affected individuals, regulators or other parties is required by applicable law, Townsville Markets will comply with those requirements.
24. Privacy Enquiries and Complaints

(a) Privacy enquiries and complaints may be submitted through the Feedback, Enquiries & Complaints form at TownsvilleMarkets.com/feedback.html by selecting "Privacy matter", or by emailing admin@townsvillemarkets.com. Requests for access or correction and account closure may also be sent using these contact methods.
(b) Townsville Markets aims to acknowledge privacy complaints within one business day and will consider and respond to them as soon as reasonably practical.
(c) Townsville Markets may request further information where reasonably necessary to investigate or respond to a privacy matter.
(d) Where appropriate, a person may also have the right to raise a privacy matter with an applicable regulator or other authority.

25. Changes to this Privacy Policy
(a) Townsville Markets may update this Privacy Policy from time to time to reflect changes to its operations, systems, service providers, legal requirements or information-handling practices.
(b) The current Privacy Policy will be published on TownsvilleMarkets.com with its applicable version and effective date.
(c) Where a change materially affects how Townsville Markets handles personal information, Townsville Markets will take reasonable steps to communicate the change where appropriate.

26. Contacting Townsville Markets
Privacy enquiries, requests for access or correction, account closure requests and privacy complaints may be submitted at TownsvilleMarkets.com/feedback.html or by email to admin@townsvillemarkets.com. Townsville Markets may require reasonable verification of identity before acting on a request involving personal information.