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- you agree to irrevocably release, indemnify and hold harmless, us and our respective officers, employees and contractors (Indemnified Parties), against all claims, actions, proceedings, damages, costs, losses, liabilities or expenses (including legal costs of a full indemnity basis) of whatever nature and in whatever jurisdiction, howsoever caused (including without limitation negligence, error, misstatement, omission, misrepresentation) and which refer or relate to or arise from, directly or indirectly, in connection with the material on this website and any use of this website. We accept this release as trustee of the other Indemnified Parties and accept the full benefit of this release on behalf of those Indemnified Parties.

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General

These terms of use are governed by the laws applicable in the State of South Australia. You irrevocably submit to the exclusive jurisdiction of the courts of South Australia and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them. You may not object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

Each provision of these terms of use must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed.

Privacy Policy

Your privacy is important

This privacy policy outlines how Lanyon Asset Management Pty Limited (ACN 140 631 714) (AFSL 342 955) (we, our or us) collects, uses and discloses personal information as required by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (Privacy Act).

The Privacy Act (and this privacy policy) does not apply in respect of the collection, use or disclosure of information contained in employee records held by us where the collection, use or disclosure is directly related to a current or former employment relationship between us and an employee.

The kinds of personal information we collect and hold

We collect and hold personal information about investors, potential investors, job applicants, service providers, staff members and other people who come into contact with us (you).

The kinds of personal information we collect and hold may include your name, address and other contact details, which of our financial products or financial services or the financial products or financial services provided by entities associated with us you have been provided with or wish to be provided with, banking details, credit and debit card details, information contained on your passport and other identification documents, information obtained when you use our website (including which of our pages you have accessed) and any other personal information required to identify you for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) or to identify you as a resident of the United States of America for the purpose of foreign tax compliance (if applicable).

If you are applying for a job with us, we may also collect personal information which may be considered sensitive information for the purposes of the Privacy Act.

Manner and purpose of collection of personal information

We will generally collect personal information about you directly by way of forms and other documents or information provided to us by you (including online), correspondence you provide to us and discussions with you.

We may also collect personal information about you from third parties. For example, we may collect personal information about you from the relevant responsible entity, custodian or administrator of funds for which we act as investment manager, a company of which you are a director, or from entities with which we have arrangements for them to provide services to you on our behalf, including but not limited to third parties handling investor support enquiries, marketing or recruitment.

We will only collect, hold and use personal information (except sensitive information, see below) for the following purposes unless otherwise required or permitted by law or expressly approved by you:

- to enable us to conduct our business generally and to facilitate the supply of financial services and other services, and the issue of financial products, to you;
- to assess applications for financial products;
- for our internal management purposes;
- to manage your investments with the relevant responsible entity, custodian and administrator (as applicable);
- to manage our relationship with you and to manage the payment and recovery of amounts payable to us by you;
- to provide you with marketing materials in relation to new investment opportunities or our product offerings from time to time or our functions and activities via any medium including mail, telephone and email;
- if you are a job-applicant or a potential contractor, to assess your suitability and (if successful) engage you and to assist with administering your employment or contract;
- to monitor and profile who is accessing and using our website;
- to comply with our legal obligations including under financial services legislation and tax legislation; and
- for other purposes which are reasonably necessary in connection with our ordinary functions and activities.

We will only use sensitive information for the purposes for which it was provided or for a purpose directly related to such purpose, unless you agree otherwise or the use of such sensitive information is required or authorised by law.

If we are unable to collect personal information relating to you, we may be unable to provide you with the financial services or other services or the financial products you require, or continue our relationship with you.