

## INTERPRETATION

Accommodation Provider, Choice Backpackers, Service Provider, Hostel, Us, We, Our Meaning Choice Backpackers Limited.

## Pre-Authorization

Meaning a process, which results in a specified monetary amount temporarily set aside/held or deducted from your credit card/account limit but not yet transferred to the merchant.

#### Check-In

Meaning the formal admission of the Guest and the formal start of Your stay

#### Check-Out

Meaning the formal discharge of the Guest and the formal end of Your stay.

## Customer, Guest, You, Your, Accompanying Persons

Meaning any natural person, which is bound by these Terms that stays with Us under a reservation.

## Fraudulent Reservation

Meaning a reservation made with an invalid (credit) card, made in an attempt to harm Choice Backpackers or a third party, or made to illegally obtain funds or services, or made to commit a crime.

#### N7D

Meaning New Zealand Dollar(s).

#### NZT

Meaning New Zealand Time and refers to either the New Zealand Standard Time (NZST) or the New Zealand Daylight Time (NZDT).

## OTA

Meaning Online Travel Agency, any of their subsidiaries or resellers.

## **Premises**

Meaning the area for which We have legal ownership or a lease, including houses and/or buildings, as well as its land and outbuildings.

## Stay

The time between Check-In and Check-Out.

## Website

Meaning http://hostel.nz or http://hostelnz.co.nz

## Terms of Service, Terms, Accommodation Agreement

Meaning the document You are currently reading, which governs the contractual relationship between the Guest and the Accommodation Provider.

# Valid Credit Card

Meaning a physical hard copy of a VISA or MASTERCARD credit card, which will not have expired on the reservation's Check-Out date, which holds the name of the guest for that reservation, which can be physically produced for inspection upon check-in, which is signed, which is not defaced, and which at any time between making the reservation and the check-out date is not blocked, is activated for international online purchases, and holds funds equal to or in excess of the sum of 2 times the total amount of the reservation plus NZD 100.00.

## Valid ID

Meaning a genuine non-temporary government-issued photo ID, that will not have expired on the reservation's Check-out date and is not defaced or compromised in any other way.

## 1 INTRODUCTION

Choice Backpackers ("we", "us", "our") respects your privacy and is committed to protecting your personal information.

This Privacy Policy explains how we collect, use, store, disclose, and protect your personal information in accordance with:

- The New Zealand Privacy Act 2020 and its Information Privacy Principles ("IPPs"), and
- The European Union General Data Protection Regulation (EU GDPR.

By staying with us, visiting our website, or otherwise providing us with your information, you agree to this Privacy Policy.

## 2 WHAT PERSONAL INFORMATION WE COLLECT

We may collect the following types of information:

- Identification details:
  - name, date of birth, nationality, passport or ID number
- Contact information:
  - email address, phone number, home address, emergency contact
- Booking and stay details:
  - dates of stay, room type, payment details, special requests, preferences
- Communications:
  - emails, messages, feedback, reviews, CCTV footage (for security), and incident reports
- Health or access information:
  - dietary or accessibility needs (if voluntarily provided).

We collect this information directly from you, through our booking partners, or through online travel agencies (OTAs) such as Booking.com, Hostelworld, or Expedia etc.

# 3 PURPOSE OF COLLECTION AND LAWFUL BASIS FOR PROCESSING

We collect and process your personal information for the following purposes:

PURPOSE	LAWFUL BASIS (GDPR ART. 6) / JUSTIFICATION (NZ PRIVACY ACT)
To manage bookings, check-ins, and guest stays	Performance of a contract
To process payments and deposits	Contract and legitimate interest
To comply with legal obligations (fire safety, immigration, tax records)	Legal obligation
To protect our property, staff, and guests (e.g., CCTV, incident management)	Legitimate interest / necessary for security
To communicate with you about your stay, feedback, or marketing (if consented)	Consent / legitimate interest
To handle disputes, complaints, or legal claims	Legitimate interest / necessary for legal purposes

## **4 DISCLOSURES TO THIRD PARTIES**

We may share your personal information only where necessary and lawful, including with:

- Booking and payment platforms used to manage your reservation.
- Law enforcement, fire service, or emergency responders if required.
- Our insurers, legal advisers, or regulatory authorities in connection with actual or potential legal claims.
- Service providers who help operate our business (e.g., IT support, accountants, marketing).

We do not sell or rent your personal information to any third party.

## **5 DISCLOSURES FOR LEGAL CLAIMS**

By accepting this Privacy Policy, you consent to the disclosure of your personal information where reasonably necessary to establish, exercise, or defend legal claims.

This includes sharing relevant information with our insurers, lawyers, law-enforcement agencies, a court or tribunal, or other guests.

Such disclosure will be limited to what is strictly necessary for the purpose and made in accordance with both the NZ Privacy Act 2020 (s.22 and IPP 11) and Article 6(1)(f) and Article 9(2)(f) GDPR.

Your information will never be disclosed to other private parties (such as other guests) unless required by law.

## **6 STORAGE AND RETENTION**

Your personal information is stored securely in New Zealand and, where applicable, with trusted third-party processors located in the EU or countries with equivalent data-protection standards.

We retain personal information only as long as needed to fulfil the purposes above or as required by law.

# **7 INTERNATIONAL DATA TRANSFERS**

Where we transfer personal information outside the EU or New Zealand, we ensure that appropriate safeguards are in place under GDPR Chapter V and the New Zealand Privacy Act (e.g., standard contractual clauses or adequacy decisions).

## **8 YOUR RIGHTS**

Under the NZ Privacy Act 2020, you have the right to:

- Access and correct your personal information.
- Complain to the Office of the Privacy Commissioner (NZ).

Under the EU GDPR (when applicable), you also have the right to:

- Request erasure ("right to be forgotten").
- Restrict or object to processing.
- Data portability.
- Lodge a complaint with your local data-protection authority.

Requests can be made in writing to the contact below.

# **9 SECURITY MEASURES**

We apply reasonable administrative, technical, and physical safeguards to protect your personal information from unauthorized access, alteration, disclosure, or destruction.

# **10 COOKIES AND ANALYTICS**

Our website may use cookies to enhance your browsing experience and to analyze usage.

You can manage or disable cookies through your browser settings.

# 11 CONTACT US

All privacy related matters may be raised via the contact form on our website.

# 12 UPDATES TO THIS POLICY

We may update this Privacy Policy from time to time to reflect changes in law or our operations.

The latest version will always be available on our website.