

To protect the rights and privacy of all users, and ensure everyone enjoys the full benefits of getactivegoldcoast.com.au, we ask that you abide by our Terms and Conditions of Use and Privacy Statement.

When the term “we” is used, it refers to the owner of the site, Gold Coast City Council and Gold Coast Public Health Unit on behalf of the Gold Coast Physical Activity Alliance. If you have any queries regarding getactivegoldcoast.com.au, please let us know through the Contact Us link found on the top of our site.

Breach of Terms and Conditions of Use

If you breach any of the Terms and Conditions of Use, we may suspend, terminate or limit your access to getactivegoldcoast.com.au. If we choose not to do this, it does not mean we waive our right to act with respect to future or similar breaches. We sincerely hope this does not occur and that you continue to receive the benefits of the services offered by getactivegoldcoast.com.au.

Your Obligations

We ask that you use getactivegoldcoast.com.au in a responsible manner. You need to be over the age of 18 to add information to getactivegoldcoast.com.au.

There are EIGHT activities that could cause great distress to others, and we ask that you refrain from them.

Please:

1. DO NOT use, post, or transmit to or via, getactivegoldcoast.com.au any information or materials that breach any laws or regulations, infringe upon a third party's rights, or are contrary to any relevant standards or codes;
2. DO NOT use getactivegoldcoast.com.au in a way, or post to, or transmit to or via getactivegoldcoast.com.au, any material that interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person, or inhibits any other user from using or enjoying getactivegoldcoast.com.au;
3. DO NOT use getactivegoldcoast.com.au to send unsolicited and unwanted electronic mail messages to anyone;
4. DO NOT make any fraudulent or speculative enquiries, bookings, reservations or requests using getactivegoldcoast.com.au;
5. DO NOT use another's name, username or password without permission;
6. DO NOT post, or transmit to or via getactivegoldcoast.com.au, any obscene, indecent, inflammatory or pornographic material, or material that could give rise to civil or criminal proceedings;
7. DO NOT interfere with, hinder the operation of, or make unauthorised modifications to getactivegoldcoast.com.au; and
8. DO NOT knowingly transmit any virus or other disabling feature to getactivegoldcoast.com.au.

Please do not attempt to perform any of the above acts or permit another person to perform any of the above acts.

Privacy

The Gold Coast Physical Activity Alliance and its member organisations are committed to complying with Commonwealth legislation governing privacy of personal information by businesses and to protecting and safeguarding your privacy when you deal with us.

The Gold Coast Physical Activity Alliance records your visit and logs the following information for statistical purposes:

- the user's server address;
- the user's top level domain name (eg. .com, .gov, .au, .uk etc.);
- the date and time of the visit to the site;
- the pages accessed and documents downloaded;
- the length of time pages and functions were accessed
- the previous site visited; and
- the type of browser used.

This is a cookie free site. No attempt is, or will be made, to identify users or their browsing activities except, in the unlikely event of an investigation, where a law enforcement agency may exercise a warrant to inspect the activity logs.

Personal information is collected from people in the following situations by the Gold Coast Physical Activity Alliance Website Management Team (which consists of a representative from each of the following government agencies; Department of Communities – Sport and Recreation Services; Gold Coast City Council; and Queensland Health.):

- If you contact the Gold Coast Physical Activity Alliance, we may keep a record of that correspondence.
- When you submit your e-mail address to the Get Active Gold Coast website mailing list.

The WMT may use or disclose personal information held about an individual for the primary purpose for which it is collected, that is for the registration to receive the Get Active Gold Coast website newsletter or to *share my story*. We may, at our discretion, use, reproduce, publish, modify, adapt and transmit any feedback or success stories, submitted to others free of charge and without restriction. In using the getactivegoldcoast.com.au *feedback* and *share my story* functions, you implicitly provide your permission for this to occur.

In addition we are permitted to use or disclose personal information held about you:

- Where you have consented to the use or disclosure such as the 'Share my story' function on the website;
- Where we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious, immediate threat to someone's health or safety or the public's health or safety;
- Where we reasonably suspect that unlawful activity has been, is being or may be engaged in and the use or disclosure is a necessary part of our investigation or in reporting the matter to the relevant authorities;
- Where such use or disclosure is required under or authorised by law (for example, to comply with a subpoena, a warrant or other order of a court or legal process);

- Where we reasonably believe that the use or disclosure is reasonably necessary for prevention, investigation, prosecution and punishment of crimes or wrongdoings or the preparation for, conduct of, proceedings before any court or tribunal or the implementation of the orders of a court or tribunal by or on behalf of an enforcement body.

Should you wish to read more information on Queensland's privacy legislation or the National Privacy Principles we recommend that you visit the Australian Governments Privacy Commissioner's website at www.privacy.gov.au

Content Changes

Products, services and cost displayed on getactivegoldcoast.com.au, can be changed without notice. Likewise, the Terms and Conditions of Use may be varied at any time. You may send us feedback, suggestions, ideas or other materials by the Contact Us link within getactivegoldcoast.com.au.

Other Sites

Many of the products and services offered or advertised on getactivegoldcoast.com.au, and much of the information provided on getactivegoldcoast.com.au, does not belong to Gold Coast City Council, Gold Coast Public Health Unit or the Gold Coast Physical Activity Alliance and its member organisations.

Material in the Get Active Gold Coast website and its subdirectories include links to external Internet sites. Provision of these links does not constitute endorsement, non-endorsement or support by the Gold Coast Physical Activity Alliance and its member's organisations for the information, products, services or persons associated with the related sites. These external information sources are outside the Gold Coast Physical Activity Alliance and its member's organisations control. Accordingly, it is the responsibility of the Internet user to make his or her own decisions about the relevance or accuracy, currency, reliability and correctness of information found on any linked or referenced sites.

Access

The Gold Coast Physical Activity Alliance does not warrant that it will provide uninterrupted access at all times to this site or any web sites linked to this site.

If there is a prolonged period of inactivity between your browser and the getactivegoldcoast.com.au servers, you may be disconnected or we may ask you to re-submit a security password. We are not responsible for any information you may lose should a disconnection occur.

There may be other occasions when we will ask you to re-submit a password for security purposes. You will be requested to update your details every 12 months (via email) to ensure the site is kept up-to-date. If you fail to update your details you may be disconnected from the site.

Indemnity

You indemnify us and our officers, employees, agents and related bodies corporate from, and against, all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of, or in any way connected to, the use of getactivegoldcoast.com.au by you or someone using your name and password.

Disclaimer

The getactivegoldcoast.com.au – disclaimer is located at the bottom of each web page. It is the responsibility of the Internet user to read this disclaimer specifically noting that getactivegoldcoast.com.au is not a qualified adviser and that information has been prepared without taking into account any individual circumstances. This website and the information it contains is not intended as a substitute for professional consultation with a qualified practitioner, and should not be relied upon as such. Internet users should seek formal advice from appropriate advisors before relying on any of this information.

It's the Law

This agreement is governed by the law in force in the State of Queensland, Australia. Users and owners of getactivegoldcoast.com.au, and other associated parties, irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them for determining any dispute concerning this agreement.

If any of these Terms and Conditions of Use are invalid or unenforceable, they will be struck out and the remaining terms will remain in force.

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