

Duke of Edinburgh's Award Website Terms and Conditions and Privacy Policy

This website (**Site**) is owned and operated by the Duke of Edinburgh's Award in Australia Inc ACN 114 267 195 (**We, Us**) using various service providers. By using the Site you acknowledge that you understand and agree to abide by the following terms and conditions (**Terms**). We may add features or services to the Site which, unless otherwise stated, will be subject to these Terms. We may update the Terms without notice to you and you should therefore check periodically for updates. If you do not agree to any of the Terms please do not use the Site.

Site content and links

All content available on the Site or through any other websites that are linked to the Site by hypertext links is provided for background, educational and information purposes only. We have prepared the material on this Site with every effort to ensure accuracy however, as the content is for general use, no article is intended to replace detailed advice in respect of individual circumstances, and users are encouraged to contact us for further information before making important decisions. We are not responsible for and accept no liability for the accuracy, usefulness or availability of any content, or for any actions taken by you on the basis of any content.

We have and retain copyright in all content on the Site and in the selection, arrangement and presentation of this content (including information in the public domain) and the overall design of the Site. Reproduction is permitted only for the purposes of viewing the Site, or making a single paper hardcopy for non-commercial research.

We are not responsible for the privacy practices of websites linked to this Site. Provision of links does not mean that we:

- (a) sponsor, endorse or approve of the views expressed on linked sites or the products and services available on linked sites;
- (b) think or guarantee that the information on linked sites is necessarily accurate, reliable, definitive, complete or up-to-date; or
- (c) make any warranty or representation as to the quality, merchantability or fitness for purposes of any linked content.

We reserve the right at our absolute discretion and without notice to remove any links.

Privacy

We are firmly committed to protecting the privacy any personal information you give us and we aim to maintain a safe and secure system of handling your information. We seek to ensure that your personal information is handled in accordance with the National Privacy Principles in the Privacy Act 1988. We only collect personal information through the Site that is necessary for us to carry out our functions and activities. We will only use your personal information for the reasons we collect it, which is primarily communicating with Award participants, assessors and coordinators and recording participants' progress, communicating about The Award, or otherwise as permitted by the Privacy Act.

We use both technological and physical methods to protect the information from misuse, loss or unauthorised access, modification or disclosure however, as with any internet transaction, the transmission of data over the internet to the Site is not completely secure. While we take

reasonable steps to protect all personal information collected by us through the Site, we do not guarantee the security of any information submitted to us over the internet.

We may disclose your information to other parties including other participants, assessors, coordinators, our licensed operators and service providers or otherwise only as permitted by the Privacy Act. If you would like to access your information, you can do so by contacting us using the details below. You can also update and correct your information. You may visit the Site without providing any personal information. If personal information requested is not provided, we may not be able to provide services to you effectively or at all.

Online applications for participation in the Award are processed in the following way:

1. Prospective participants register their interest through the online form at <http://orb.theaward.com.au/participant/award/registration.asp> by providing their name, age group, gender, email address, phone number, award type, State and details of their proposed Operator.
2. If the prospective participant indicates that they are under 18, they are required to elect to provide parental consent by:
 - a. email, in which case the prospective participant provides their parent's name, email address and phone number. We will send an email to that address with a link for the parent to approve participation; or
 - b. a printed form to be signed by the parent and presented to their Award coordinator for approval.
3. The application is sent by us to the Operator proposed, and reviewed by the Operator's nominated Coordinator.
4. If the proposed Operator accepts the application, the participant is notified by email.
5. If the proposed Operator does not accept the application, both the participant and the State Award Authority are notified so that their State Award Authority can assist the participant in finding an alternative Operator.

We do not knowingly collect any information from people under the age of 13 years.

User Generated Content

In sending any information (including photographs, video, text or personal information) ("User Generated Content") to any website, chat room, wiki, messaging service, bulletin board, blog, share stuff or other online facility operated by us, users must not:

- (b) submit any information which is, or which we might regard as:
 - (1) false, misleading or deceptive;
 - (2) an invasion of any privacy or publicity rights;
 - (3) software (including any virus or other malicious code);
 - (4) advertising or information which in any way seeks to achieve a commercial purpose;
 - (5) not the user's own property, or which infringes anyone's rights, including information which is protected by copyright, trademark or other intellectual property rights;
 - (6) likely to upset, offend, insult or humiliate anyone or which racially or religiously vilifies or incites violence or hatred;
 - (7) unlawful, threatening, abusive, defamatory, obscene, indecent or inappropriate, including information constituting or encouraging conduct that would be a criminal offence, give rise to civil liability or otherwise violate any law;

- (c) restrict any other user from using or enjoying the facility;
- (d) delete any author attributions, legal notices or proprietary designations or labels on any information; or
- (e) download any file posted by any other user which the user knows (or ought reasonably to know) cannot legally be downloaded by them.

We may from time to time monitor or review User Generated Content. While we reserve the right and sole discretion to refuse to post, to edit and/or to remove any information (in whole or in part) without cause, we have no obligation whatsoever to do so, nor are we responsible for any User Generated Content. Users acknowledge and agree that User Generated Content provides a means of public and not private communication. We also reserve the right and sole discretion to terminate any users access to any User Generated Content without cause and to cooperate fully with any law enforcement agency in any jurisdiction in respect of any direction or request including to disclose the identity and any other information in respect of anyone posting any information to our facilities and to collect and store information about users that may be used or disclosed for these purposes.

Contact

If you have a question or complaint about how we handle personal information or want to access or correct your personal information you should contact:

[Insert name]

[Insert role]

National Award Authority

PO Box R1959

ROYAL EXCHANGE NSW 1225

Phone: 02 9252 2408

Email: reception@dukeofed.com.au

Limitations, exclusions and indemnities

The Site is provided free of charge as available, and you understand and acknowledge that you use the Site at your own risk.

We disclaim all warranties, express or implied, of any kind, and in particular we make no warranty that the Site will meet your requirements or will operate continuously, without error or delay or breach of security. We do not guarantee that the Site, linked sites or the servers on which the Site or linked sites are hosted are unaffected by viruses, errors or defects, or that viruses, errors or defects will be made right.

Any and all material that you obtain through the Site is entirely at your own risk. Any damage to your computer or software, and any loss of data, through any download through the Site is entirely your responsibility. You should ensure that you have suitable and up-to-date antivirus and firewall software in operation to protect your computer and data. No communication from us or the Site shall create any warranty.

We do not make any express or implied warranties, representations or endorsements whatsoever in relation to the Site or its content or any information, products or services provided through the Site or through any sites that are linked to the Site.

These Terms are subject to any terms and conditions that cannot be excluded by law, including without limitation, those implied by the Trade Practices Act 1974 (Cth). In the event that we are

liable for any damages arising out of the use of (or inability to use) the Site, liability is limited to the greatest extent permitted by law.

To the maximum extent permitted by law, in relation to use of or reliance on the Site, linked sites, the content or linked content, or the inability to use or rely on the Site, linked sites, the content or linked material, we:

- (a) exclude all liability to third parties;
- (b) will not be liable for any incidental, indirect, special or consequential damages whatsoever, including (but not limited to) damages for loss of business or other profits, business interruption or loss of programs or information, even if we have notice of the possibility of such damage. Users acknowledges that the use of this Site is at the user`s own discretion and risk and with the user`s agreement that they will be solely responsible for any damage to the computer systems or loss of data that results from these activities.

You acknowledge that the comments or opinions contained in User Generated Content are not our comments or opinions, and we accept no liability in relation to material posted.

You indemnify us and hold us and our employees, officers, managers, assistants, members and agents harmless against any liabilities, claims, loss (including consequential loss and including legal fees) or damage incurred:

- (a) due to any User Generated Content posted by you; and
- (b) as a result of your use of the Site, any breach by you of these Terms and any intentional wrongdoing by you.

Severance

If any part of these Terms is invalid or unenforceable, that invalidity does not affect the validity or enforceability of any other part.

Governing law

These Terms are governed and construed in accordance with the laws of the State of NSW and the Commonwealth of Australia. The State or Federal Courts located in [Queensland] will have the exclusive jurisdiction to hear and determine any claims or disputes arising out of or relating to these Terms.