

# Terms of Use

## Terms of Use for 'Beyond the Flood Levels Heritage Walk'

### 1. INTRODUCTION

Welcome to our Beyond the Flood Levels Heritage Walk (BTFLHW). Our BTFLHW involves approximately 1.5 kilometres of walking around the Maitland Central Business District.

### 2. ACCEPTANCE OF TERMS

By accessing and using the BTFLHW, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree with any part of these terms, you should not participate in the BTFLHW.

### 3. ELIGIBILITY

Participants must be at least 18 years old or have parental/guardian consent to use the BTFLHW. By using the BTFLHW, you confirm that you meet this age or consent requirement.

Adult guidance and supervision is recommended for children. It is the responsibility of parents/guardians to monitor their child's use of the BTFLHW and to protect their safety. By providing consent, parents/guardians acknowledge, understand and accept these Terms of Use on behalf of their child.

### 4. HEALTH AND SAFETY

**Physical Activity:** The BTFLHW involves physical activity. Ensure you are in good health and physically capable of participating. Before starting the BTFLHW consult a medical practitioner if you have any health concerns. Do not continue on the BTFLHW if you begin to feel any symptoms such as dizziness, breathlessness, visual impairment, or similar.

**Environment Awareness:** Always be aware of your surroundings. The BTFLHW experience may distract you, so remain vigilant to avoid obstacles, traffic, and other hazards. Obey all NSW road rules.

**Weather Conditions:** Check weather conditions before starting the walk. Do not participate in extreme weather conditions that could pose risks to your personal safety.

**What to bring:** Ensure you and those you are caring for have sufficient water, food, clothing, sunscreen and medication (where appropriate) for the duration of the BTFLHW.

### 5. EQUIPMENT AND USAGE

**Device Requirements:** Ensure your device is compatible with the BTFLHW application and is fully charged before starting the walk. The BTFLHW is only work on devices with native AR capabilities such as ARKit (Apple) or ARcore (Android).

**Safe Usage:** Take reasonable steps to ensure your own personal safety and comply with all NSW laws while undertaking the BTFLHW. Do not use the BTFLHW while driving, riding a bicycle or operating heavy machinery. Use the BTFLHW in a manner that does not endanger yourself or others.

## 6. CONTENT AND INTELLECTUAL PROPERTY

**Ownership:** All content provided through the BTFLHW, including but not limited to images, text, and interactive elements, is the intellectual property of Maitland City Council and is protected by copyright.

**Personal Use:** You may use the BTFLHW content for personal, non-commercial purposes only. Unauthorised reproduction or distribution of the content is prohibited.

## 7. PRIVACY AND DATA

**Privacy:** The information provided by you to Maitland City Council through your participation in the BTFLHW may include personal information as defined by the *Privacy and Personal Information Protection Act 1998* (NSW). Maitland City Council will collect, use, store, disclose and otherwise manage your privacy in accordance with its Privacy Management Plan available at <https://www.maitland.nsw.gov.au/sites/default/files/documents/2023-11/Privacy%20Management%20Plan%202023.pdf>. Any personal information collected will only be used to enable the provision of the BTFLHW or for a directly related purpose and it is only intended for the use of Maitland City Council. Maitland City Council will not disclose your personal information to other recipients unless we are required or permitted to do so by law. Your provision of any personal information is voluntary and not required by law, but if you do not provide it, you will not be able to participate in the BTFLHW. You have the right to access your personal information to correct it at any time by contacting Maitland City Council using the details in Section 10 of these Terms and Conditions.

**Data Collection:** We may collect data related to your use of the BTFLHW service for analytics and improvement purposes.

**Device and Location Data:** The BTFLHW service may use your device and location data to provide accurate information to the BTFLHW app and as such to give you an optimal experience. You may control or limit this data sharing through your device settings. Essential data processing necessary for core functionality will remain in effect.

**Data Minimization and Anonymisation:** We strive to collect only the minimal amount of personal information necessary to deliver and improve the BTFLHW experience. Any data collected will be anonymised or aggregated wherever possible to prevent the identification of individual users.

**Data Usage for Improvements:** To enhance our services and your experience, we may use anonymised and aggregated data to analyse trends, identify errors, and improve application functionality. This data will not identify individual users.

**Collection of Biometric Data:** BTFLHW is an augmented VR application in the use of the augmented features, certain biometric data (e.g., motion tracking, gaze direction) may be processed to enable core functionality. This data will be processed locally on your device whenever possible and will not be stored in an identifiable format.

**Third-Party Integrations:** Where BTFLHW integrates with third-party services, we ensure that these services comply with MCC Privacy Management Plan. Any shared data will be anonymised or pseudonymized to safeguard your identity.

**Data Retention and Deletion:** We retain personal information only as long as necessary for the purposes outlined in the terms of use. You may request the deletion of your personal data at any time, and we will honour such requests promptly unless retention is legally required.

**Data Security:** We implement advanced security measures to protect your data, including encryption, secure storage, and access controls. Regular audits are conducted to ensure compliance with industry standards.

**Transparency in AI and Analytics:** BTFLHW may use artificial intelligence (AI) or analytics to personalise your experience or improve functionality. These systems are designed to process anonymised data, ensuring that individual users are not identifiable.

**Opt-Out Options:** You may opt out of certain data collection practices, such as analytics or non-essential tracking, through the app settings. Essential data processing necessary for core functionality will remain in effect

You may request access to your data, you may request the deletion of your data, limit certain processing activities, or withdraw your consent for data collection at any time by contacting Maitland City Council using the details in Section 10 of these Terms and Conditions. Please note that some functionality may be unavailable without certain data.

## 8. LIMITATION OF LIABILITY

**Assumption of Risk:** By participating in the BTFLHW, you understand that there may be risks involved, including those risks associated with any health condition you may have. This includes but is not limited to the risk of physical injury, property damage, and data loss. You should ensure you are aware of all the risks involved before starting the BTFLHW. You accept any such risk voluntarily and agree to participate at your own risk. You acknowledge that this risk warning constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002*.

**Use of QR codes:** Maitland City Council will implement and periodically review security measures to protect the integrity of QR code installations. However, users acknowledge that there remains a risk of tampering or unauthorised modification of QR codes. Maitland City Council is not responsible for any security breaches, data loss, or other damages resulting from such tampering. Users are advised to verify the authenticity of QR codes and report any suspicious activity immediately.

**Warranty:** The BTFLHW is provided "as is" without warranties of any kind, either express or implied. Although Maitland City Council has attempted to provide accurate content, we do not guarantee the accuracy, reliability, or completeness of the BTFLHW content.

**Liability:** To the fullest extent permitted by law, Maitland City Council excludes liability and will not be responsible for any loss, damage, expense, claim or injury of any kind arising from or connected with the BTFLHW, no matter how it is caused except to the extent that it arises from any negligent act or omission of Maitland City Council or any person for whom Maitland City Council is responsible.

## 9. LAW

These terms shall be governed by and construed in accordance with the laws of the State of New South Wales, which shall have exclusive jurisdiction over any disputes. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect.

## 10. CONTACT INFORMATION

If you have any questions or concerns about these Terms of Use, please contact Maitland City Council | 02 4934 9700 | PO Box 220 Maitland NSW 2320 | [info@maitland.nsw.gov.au](mailto:info@maitland.nsw.gov.au)

For questions or concerns about your privacy, please contact [privacy@maitland.nsw.gov.au](mailto:privacy@maitland.nsw.gov.au)

By participating in the Beyond the Flood Levels Augmented Reality self guided walk, you acknowledge that you have read, understood, and agreed to these Terms of Use. Enjoy your walk!