

Department of Local Government, Sport and Recreation
Eat Well Be Active

Terms and Conditions of Membership

1. Your access to the “Your30” club (club) is conditional upon your acceptance and compliance with these Terms and Conditions.
 2. We have the right to change or discontinue these Terms and Conditions or any feature at any time, including content, hours of availability, pricing, equipment required for access, and these Terms and Conditions. Since you are bound by these Terms and Conditions, you should periodically refer to them in this document and elsewhere on the website.
 3. If you do not comply with these Terms & Conditions at any time, we reserve the right to cancel your membership. We shall not be liable to you or any third party for any termination or cancellation of, or variation of the applicable terms relating to your membership to the club.
 4. Contests and Survey
 - 4.1. In conjunction with your membership to the club, this Website may contain contests, invitations to participate in contests or surveys that request you to send in to us or post on this Website material or information about yourself. Each contest or survey will have its own rules, and you must read and agree to all those rules prior to entering into any such contest or responding to any survey.
 - 4.2. Employees and Officers of the Department of Local Government, Sport and Recreation (Department) and their immediate families are ineligible to enter any competitions or contests, and/or receive any prizes or giveaways.
 5. Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access and use the material provided to you as part of your membership to the club for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms and Conditions.
 6. By joining the Your30 club, you are choosing to receive regular information from the Department about the Find Your30 and Eat Well Be Active promotion. Should you wish to cancel your membership, please send an unsubscribe email to the email address provided at www.your30.qld.gov.au.
 7. As part of your membership in the club, we will provide you with general useful healthy lifestyle, eating and exercising tips, intended only to assist users in their personal Regimes. The Department is in no way purporting to give you professional medical, dietary or exercise advice. You should consult your own health practitioner if you have concerns about the application of these general tips to your personal circumstances.
 8. Copyright
 - 8.1. Copyright of material provided to you as part of your membership to the club is owned or has been licensed to be utilised by The State of Queensland. The Queensland Government supports and encourages the dissemination and exchange of information. However, copyright protects material provided to you. The State of Queensland has no objection to this material being reproduced as permitted below but asserts its right to be recognised as author of its original material and the right to have its material remain unaltered.
 - 8.2. You may download, display, print and copy any material provided to you as a result of your membership to the club, in unaltered form only, for your personal use. Except as permitted above you must not copy, adapt, publish, distribute or commercialise any material provided to you without first obtaining permission from The State of Queensland.
 - 8.3. Use of material provided to you in accordance with your membership to the club must be in accordance with the *Copyright Act 1968 (Cth)*. For further information regarding the conditions governing the use of material provided to you, please email the Copyright Officer at Lars@dlgsr.qld.gov.au
- Disclaimer
- 9.1. The State of Queensland makes no statements, representations, or warranties about the accuracy or completeness of any information provided to you as part of your membership. You are responsible for making your own enquiries prior to relying on any information provided.
 - 9.2. Despite our best efforts, the State of Queensland makes no warranties that the information provided to you is free of infection by computer viruses or other contamination.
 - 9.3. You further agree that the Department is not liable for any direct, indirect, incidental or consequential loss or damage that may occur through the use of the information provided to you, and you indemnify Department against all claims for loss or damage and any other liability whatsoever arising out of your use of the information provided to you.
10. You should be aware that third party web sites are not under our control and therefore we can make no representation concerning the content of these web sites to you, nor can the fact that we have referred you to these web sites serve as an endorsement by the State of Queensland of any of these web sites.
 11. Privacy
 - 11.1. The information that is collected as part of your registration and participation in the Your30 club will be used by the Department of Local Government, Sport and Recreation for purposes relating to the Your30 club and Find Your 30 campaign. Details may be disclosed to Parliament or other agencies, for purposes associated with the Your30 club, Find Your 30 or the Eat Well Be Active campaign. This information may be stored in a Department of Local Government, Sport and Recreation database. The information collected will be retained as required by the *Public Records Act 2002* and is subject to the *Freedom of Information Act 1992*.
 - 11.2. For further information on your privacy, contact the Privacy Contact Officer for the Department of Local Government, Sport and Recreation at LARS@dlgsr.qld.gov.au.
 12. This agreement shall be governed by and interpreted in accordance with the laws of The State of Queensland, Australia.