

Australian Kendo Renmei Learning Centre



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Terms & Conditions of Use
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Privacy Notice

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1. Document Purpose

This document contains the *Terms and Conditions of Use* and the *Privacy Notice* (referred to hereafter as ‘**the Terms**’) that govern the use of the **Australian Kendo Renmei Learning Centre (AKRLC)**. It explains:

- The legal rights and responsibilities of the AKR and ASC;
- Your legal rights responsibilities, as well as the rights you give to the AKR and ASC, when you use the AKRLC;
- Describe the rules everyone needs to follow when using the AKRLC.

2. Introduction

- a. In accessing the AKRLC, you agree to comply with and be bound by the provisions set out in the Terms.
- b. If you are under 18 years of age you must also obtain the agreement of your parent or guardian prior to accessing the AKRLC.
- c. The AKR or ASC may vary the Terms at any time by notice to Users, including by notice through the AKRLC.

3. Background

- a. The AKRLC is an online learning and development platform operated by the Australian Kendo Renmei (AKR).
- b. The AKR operates the AKRLC as a sub-tenant of the Australian Sports Learning Centre (ASLC) of the Australian Sports Commission (ASC).
- c. The ASLC is provided to the ASC by Interact Learning Pty Ltd (trading as Kineo) using the Totara learning platform.

4. User Terms & Conditions

4.1 AKRLC account

- a. You may create an AKRLC profile and a user account for the AKRLC if you are five years of age or older as at the date of seeking to create the profile and user account.
- b. On establishing an AKRLC account, you will be allocated a username, password and any additional details that may be required to access your AKRLC account.
- c. You must:
 - (i) only access the AKRLC using your personal username, password and other authentication details allocated to you by the AKR or ASC;
 - (ii) not permit any unauthorised person to access the AKRLC using your username or password;
 - (iii) keep your username and password secure at all times and not disclose your password to any unauthorised person;



- (iv) advise the AKR immediately if you suspect that the security of your AKRLC account may have been compromised;
- (iv) ensure that any information you provide to the AKR in relation to your AKRLC account is accurate and up-to-date
- d. The AKR or ASC may at its discretion, limit, suspend, or terminate your access or use of the AKRLC, or your AKRLC account, at any time.
- e. The AKR may vary the Terms from time to time.
 - (i) When the Terms are updated a notice will be given to existing Users.
 - (ii) By continuing to access the AKRLC you acknowledge that you have had the chance to review and consider the updated Terms, and that you understand, and agree to be bound by those Terms.

4.2 Use of AKRLC

- a. You are responsible for any information or content that you submit to the AKRLC, including any Personal Information.
- b. You may only access those sections of the AKRLC to which you have been specifically granted access by the AKR.
- c. The AKR will take all reasonable measures to protect your content in accordance with the Terms and respond to User support queries within a reasonable time.
- d. You must use the AKRLC only:
 - (i) for lawful purposes;
 - (ii) in a manner that does not infringe the rights of others or restrict or inhibit the use and enjoyment of the AKRLC by any other person; and
 - (iii) in accordance with any Support/FAQ information provided in the AKRLC, and the Terms.
- e. You must not, nor allow or permit any person under your direction or control to:
 - (i) submit or transmit via the AKRLC any unlawful, defamatory, obscene, offensive material, or any material that constitutes or encourages conduct that would contravene any law;
 - (ii) introduce any Harmful Code (including any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code) into the AKRLC;
 - (iii) interfere with the operation of the AKRLC or abuse, overload, disrupt or threaten the security of the AKRLC; or
 - (iv) use any software (like bots, scraper tools etc.) to access, monitor or copy the AKRLC or its contents, including Learning Content, unless the AKR has given you written permission in advance.
- f. You acknowledge and agree that:
 - (i) the AKRLC may not always be available and may not always work as intended;
 - (ii) the AKR may change the functionality of the AKRLC. The AKR will endeavour to notify you of material changes in advance but may not always be in a position to do so;
 - (iii) Learning Content within the AKRLC may have been developed by the AKR, the ASC or by third parties;



- (iv) the AKR does not warrant or make any representation as to the content of any external resources or websites linked to within the AKRLC;
- (v) external material on, or linked to via the AKRLC site may include the views of individuals that are not necessarily the views of the AKR, the ASC, or other AKRLC users; and
- (vi) the AKR or the ASC may (at its discretion) remove any content from the AKRLC that the AKR or ASC considers to be inappropriate or in violation of these Terms or of any applicable laws.

4.3 Intellectual property and use of your content

- a. All Learning Material containing the AKR Logo is owned by the AKR.
- b. All other copyright, trade marks and other intellectual property rights subsisting in the **AKRLC**, including Learning Content (**AKRLC IP**), are owned by the ASC, the Commonwealth or third parties, and are protected by the laws of Australia. You are only permitted to use the **AKRLC IP** for the purpose of your own personal or professional education and training or as otherwise permitted by law.
- c. The ownership of any content that you provide to the AKR via or in connection with the **AKRLC**, remains unchanged by these Terms.
- d. However, you agree that the ASC may permanently use, reproduce, adapt, modify and communicate (including a right to sublicense) any content that you provide to the ASC via or in connection with the **AKRLC**, for the ASC's purposes. You agree to do all things necessary to ensure that the ASC will have full rights to use the content in accordance with this clause.

4.4 Privacy and Personal Information

- a. The AKR and ASC will collect and handle certain Personal Information in connection with the operation and management of the **AKRLC**. You agree to the collection, use and disclosure of your Personal Information as set out in the Privacy Collection Notice below.
- b. You agree:
 - (i) to only collect, use and disclose Personal Information in connection with the **AKRLC**, in compliance with the Privacy Act obligations in relation to Personal Information; and
 - (ii) not to commit any act, omission or engage in any practice which is prohibited by the Privacy Act, or to do any act or engage in any practice which if done or engaged in by the ASC, would be a breach of an Australian Privacy Principle contained in the Privacy Act.

4.5 Communications to you

- a. You agree that the AKR or the ASC may send you communications to the contact details you supply via the AKRLC, for the purpose of providing development and training and associated assistance.

4.6 Liability and warranties

- a. The AKR allows you access and use of the AKRLC and the Learning Content on an 'as is' basis and access and use is at your own risk. To the maximum extent permitted by law, the AKR does not give any representation or warranty of any kind, whether express, implied, statutory or otherwise in respect to the availability, currency, completeness, quality or reliability of the AKRLC, or that it will be fit for any particular purpose or will not infringe any third party rights including intellectual property rights.



- b. To the extent permitted by law, you release the AKR and ASC from all liability, loss, damage, cost or expense (including indirect and consequential loss and damage) suffered by you, or any other person, however arising, due to the use of, or reliance on, the AKRLC and the Learning Content, any inability to access the AKRLC and the Learning Content, or any damage to your computer systems or loss of data.
- c. Without limiting the above, the AKR and ASC does not warrant that the AKRLC is or will be free from any errors or viruses or that your use of the AKRLC will be otherwise uninterrupted.

4.7 Miscellaneous

- a. These Terms do not create any partnership, joint venture or agency relationship between you and the ASC. Neither you nor the ASC may enter into agreements or incur any liabilities on behalf of the other party or represent to any person that it has authority to do so.
- b. If any part of these Terms are for any reason invalid or unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.
- c. These Terms are governed by the law in force in the Australian Capital Territory being the location of the primary office of the ASC. The parties submit to the jurisdiction of the courts of the Australian Capital Territory.

5. Privacy Collection Notice

5.1 ASC Privacy Policy

- a. The ASC is permitted to collect Personal Information to perform its functions and powers under the *Australian Sports Commission Act 1989* (Cth), including for the purposes of supporting and administering sport in Australia.
- b. The ASC is bound by the provisions of the Privacy Act, including the APPs, and the Australian Government Agencies Privacy Code, which together govern how the ASC collects, holds, uses and discloses Personal Information.
- c. The ASC Privacy Policy contains additional information about the way the ASC manages Personal Information, including:
 - (i) how you can access and correct your Personal Information held by the ASC; and
 - (ii) how you can make a complaint if you think the ASC has breached its privacy obligations.
- d. The ASC Privacy Policy is available on the ASC website at www.sportaus.gov.au/legal_information/privacy_policy or by request to the ASC Privacy Officer at privacy@ausport.gov.au.

5.2 ASC Collection of Personal Information through the AKRLC

- a. The ASC will collect Personal Information through the AKRLC when you register or login to access and use the AKRLC, and when you participate and submit information through the AKRLC's online learning activities.
- b. If the ASC does not collect your Personal Information within the AKRLC, it is unable to offer use of the AKRLC services to you.



5.3 Purpose of Collection by ASC

- a. The ASC collects Personal Information through the AKRLC for purposes which include
 - (i) to identify you, register you as a User and to manage your access to the AKRLC;
 - (ii) to provide online learning services through the AKRLC;
 - (iii) to administer the AKRLC;
 - (iv) to communicate with Users; and
 - (v) to enable the ASC to perform statutory functions and powers or any requirement under law.

5.4 ASC Use or disclosure of Personal Information including to third parties

- a. Personal Information about you may be used or disclosed in accordance with ASC Privacy Policy and for the ASC's purposes set out above.
- b. The ASC will also disclose Personal Information within the AKRLC to:
 - (i) to contractors engaged by the ASC in connection with the operation of the AKRLC. The ASC has a primary contract with Interact Learning Pty Ltd (trading as Kineo) to host the ASLC within which the AKRLC is contained.. The ASC has entered into contractual agreements with Kineo to protect your information. Kineo is bound by the provisions of the Privacy Act, including the APPs. Kineo's Privacy Policy can be found here: <https://www.kineo.com/en-au/privacy-policy>; and
 - (ii) where you have completed a learning course on the AKRLC, that is provided by an identified third party organisation (for example, Sport Integrity Australia or Disability Sports Australia) – to that organisation.
 - (iii) to the AKR through their operation of the AKRLC within the ASLC.

5.5 Overseas disclosure

- a. The AKRLC is hosted in Australia. However, Personal Information held on the AKRLC may be used or disclosed overseas by ASC in limited circumstances for the purposes of providing learning services in accordance with the terms of the ASC Privacy Policy and the Kineo Privacy Policy.

5.6 De-identified data

- a. Data may be generated from a User's Personal Information in the AKRLC and de-identified to remove the identity of individuals.
- b. Such aggregated deidentified data is not Personal Information and consequently is not subject to the Privacy Act or the ASC Privacy Policy.
- c. The ASC may use and disclose to third parties such de-identified data for any purpose, including research and commercial purposes.



5.8 AKR Privacy Policy and Collection of Personal Information through the AKRLC

- a. The AKR Privacy Policy is available on the AKR website at www.kendoaustralia.asn.au/content/?page_id=1225
- b. The AKR will collect Personal Information through the AKRLC when you register or login to access and use the AKRLC, and when you participate and submit information through the AKRLC's online learning activities.
- c. The AKR collects Personal Information through the AKRLC for purposes which include:
 - (i) to identify you, register you as a User and to manage your access to the AKRLC;
 - (ii) to provide online learning services through the AKRLC;
 - (iii) to administer the AKRLC;
 - (iv) to communicate with Users; and
 - (v) to enable the AKR manage programs of instructor and officiator development and certification.
- d. Except for learning enrolments, progress, and outcomes, the Personal Information in the AKRLC is the same data already provided by members to the AKR and State Affiliates.
- e. If the AKR does not collect your Personal Information within the AKRLC, it is unable to offer use of the AKRLC services to you.

5.9 Disclosure of Members Information

- a. Members Information collected by the AKR through the AKRLC will be accessed by approved AKRLC systems administrators including but not limited to:
 - (i) the AKR National Coordinator for Coaching Development.
 - (ii) member(s) of the AKR Kendo, Iaido and Jodo Boards.
 - (iii) Officers of other AKR State Affiliates.
 - (iv) the ASC and by extension those entities as identified in section 5.4 b above.
- b. This access will be for the purpose of:
 - (i) administering the AKRLC and providing support to members using the AKRLC.
 - (ii) providing reporting on learning enrolments, progress, and outcomes to AKR Executive Committee, associated Officers of the AKR, Members of AKR Kendo, Iaido and Jodo Boards, and Officers of other AKR State Affiliates.
 - (iii) providing anonymised statistical data and information to Government Departments, if required to by Regulation or Legislation.



6. Definitions

In the Terms:

- a. **AKR** means the Australian Kendo Renmei incorporated.
- b. **AKRLC** means the Australian Kendo Renmeil Learning Centre, being the online learning system (its system, platform and storage and any successor system, platform or storage) operated by the AKR.
- c. **APPs** means the Australian Privacy Principles as set out in the Privacy Act.
- d. **ASC** means the Australian Sports Commission, which also operates under the names 'AIS' and 'Sport Australia'.
- e. **Harmful Code** means any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code.
- f. **Learning Content** means any program, course, module or the like made available through the **AKRLC**.
- g. **Personal Information** has the same meaning as defined in the Privacy Act.
- h. **Privacy Act** means the *Privacy Act 1988* (Cth) as amended or replaced from time to time.
- i. **User** means any user of the **AKRLC** and, where the User is under the age of 18, includes the User's parent or guardian.