

Knox Have Your Say Privacy and Terms of Use Statement

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Privacy

Knox City Council are committed to

- Maintaining a culture that respects everyone's right to privacy.
- Disclosing our methods for information gathering, storage and dissemination.
- Complying with our obligations under the Privacy and Data Protection Act 2014.

For more information about our commitment to privacy visit:

<https://www.knox.vic.gov.au/privacy>



Joining Knox Have Your Say

To participate in some online engagement activities, we may require you to join and log in to the site. This helps us understand and report on the demographic representation of those participating in activities. It can also allow us to limit individuals to a single response for a project.

If you make a submission to engagement through Knox Have Your Say while logged in it will be associated with your profile. Information that identifies you will typically be removed from your responses when they are being analysed and before your responses are shared in any way. If your responses will be personally identifiable, we are committed to informing you of this.

Please note: Certain tools on Knox Have Your Say may share your submission and username publicly. At no time will personal information such as email addresses be shared without your specific approval, unless you choose to use your email address as your username.

For some projects there will be alternate methods of participation that do not require use of the Have Your Say Community Engagement Platform ("the site") or provision of personal information. Please contact haveyoursay@knox.vic.gov.au to discuss these options.

Change or update personal details

We encourage you to keep your details current. You can update your details or delete your account by contacting us directly or you can log on and edit your account details and settings through the 'My profile' menu on Have Your Say.

Within the profile Edit/View screen there are additional information fields provided by Harvest Digital Planning, however Knox City Council will clearly indicate where information requested from you is optional.

Notifications

If you wish to receive updates on projects you will need to log in to 'follow this project' or provide your email address to subscribe to email updates. You can opt out of these notifications at any time through contacting haveyoursay@knox.vic.gov.au; updating your profile settings or clicking 'unsubscribe' at the base of notification emails.

We may send community engagement platform announcements to registered members, which contain important information about change to the site, to our services or the opening of a major engagement project.

Information collection and use

Knox City Council is the sole owner of the information collected within the Knox Have Your Say site. We will use and disclose this information in accordance with this statement, and Council's [Privacy and Data Protection Policy and Guidelines](#).



By submitting your personal information, you consent to Knox City Council using it:

- (a) to complete an activity that you have chosen to undertake;
- (b) to administer Council's relationship with you;
- (c) to monitor online activity on the Have Your Say site;
- (d) to improve and add to Council's services (including online); or
- (e) where otherwise required or authorised by law.

Knox City Council have contracted the supply of digital community engagement software from Harvest Digital Planning. Harvest Digital Planning is granted access to data only in order to perform necessary maintenance to the software. Harvest Digital Planning's contract with the Council is subject to the Victorian Public Disclosure Privacy Act, the Australian Privacy Act 1988 and the Australian Privacy Principles. For details of how Harvest may access personal information, please refer to Harvest's [Privacy Policy](#).

Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user.

When you use the Knox Have Your Say site, we may obtain information using technologies such as cookies, tags, web beacons, and navigational data collection (log files, server logs, and clickstream data). For example, we may collect information like the date, time and duration of visits and which webpages are accessed.

This information is generally not linked to your identity, except where it is accessed via links in notifications or where you have identified yourself.

Links

This community engagement platform contains links to external websites. Knox City Council is not responsible for the privacy practices of other linked websites. When you leave this site, it is important to read the Privacy Statements of other websites where you submit personally identifiable information. This Privacy Statement applies solely to information collected by the Knox Have Your Say community engagement platform.

Knox Have Your Say utilises Zoom to enable Webinar functionality. To view Zoom's privacy and security information, visit: <https://explore.zoom.us/en-us/trust/privacy.html>

Log files

IP addresses are recorded to analyse trends, administer the site, track user's movement history around the site, and gather broad information for aggregate use.

Your IP address is captured to help us understand our participants as well as identify possible misuse of engagement tools. Each entry or response to an engagement activity has the IP address recorded against it.



Security

This site takes every precaution to protect our users' information. When users submit sensitive information via the site, your information is protected both online and off-line. Your data is stored in secure locations within Australia to prevent unauthorised access. Access controls ensure that your personal information is only available to staff who have a specific and legitimate purpose for access your data. Only employees who need the information to perform a specific task (for example, answering a query) are granted access to personally identifiable information.

Copyright

Copyright in materials on Knox City Council's Have Your Say site is owned by or licensed to Knox City Council. Apart from fair dealing for the purpose of private study, research, criticism or review, as permitted under the copyright legislation, no part may be reproduced or reused for any commercial purposes whatsoever.

More information/ contact

For more information on the [Privacy and Data Protection Policy and Guidelines](#) contact the Manager Governance in the first instance through the contact below:

Knox City Council
511 Burwood Highway
Wantirna South VIC 3152

Phone (03) 9298 2000

For more information on the Knox Have Your Say Community Engagement platform and Council's Community Engagement activities please contact us as below.

Knox City Council
511 Burwood Highway
Wantirna South VIC 3152

Phone (03) 9298 2000

Email haveyoursay@knox.vic.gov.au



Terms of Use

The following Terms and Conditions govern the use of Knox Have Your Say (“the site”). The platform is owned and operated by us, Harvest Digital Planning Pty Ltd (Harvest), on behalf of Knox City Council.

By accessing and using this site, you are choosing to accept and comply with the Terms presented throughout this agreement as well as the site [Privacy Statement](#), the [Privacy and Data Protection Policy and Guidelines](#), The Hive [Moderation Policy](#) and These Terms of Use apply to all visitors and users of this site. Linked sites, affiliated services or third-party content or software have their own Terms that you must comply with. If you disagree with any of the Terms presented in this agreement, you may discontinue using the site immediately.

If you are under 18 years old, please ensure that your parent or guardian understands and accepts these Terms and Conditions (including the site [Privacy and Data Protection Policy and Guidelines](#), and The Hive [Moderation Policy](#)).

What are the conditions with a user’s account?

While using the site, you must not violate any applicable laws and regulations. It is our duty to protect the confidentiality of content you provide on our site in accordance with our [Privacy and Data Protection Policy](#), the Knox Have Your Say Privacy and Terms of Use Statement (above) and The Hive [Moderation Policy](#). When you create an account with us, you must always provide us with accurate information. Failure to provide accurate information violates the Terms of Use, which may result in immediate termination of your account on our service. You are responsible for protecting your own password you use for this site and for any activities done under that password. Unauthorised use of your password or account must be immediately reported to Harvest. In some cases, we or our agents may require access to your user accounts to respond to technical issues.

We are not responsible for the content on the site that has been provided by the users of the site. Any content posted by you is subject to the rules of our site. Your contribution to the site may be edited, removed or not published if we consider it inappropriate (refer to [Moderation Policy](#)). Contributors should also be aware that their posts may remain online indefinitely.

What does Harvest require from their users?

You must understand and agree that, without limitation:

- all information, data, images and other materials are the sole responsibility of the person from whom the content originated;
- you are prohibited from advertising or offering to sell or buy any goods and services
- you cannot transmit Content that contains software viruses or programs designed to change or destroy the functionality of any computer software or hardware; or



- you cannot collect or store personal data about other users of the site
- you cannot impersonate any person or entity, including without limitation to a Harvest representative
- you cannot interrupt or interfere with the site or servers or networks connected to the site
- you cannot attempt to gain unauthorised access to the site or other use accounts

Can your account be suspended or terminated?

We may terminate or suspend access to your site and/or account immediately, without prior notice, including without limitation if you breach the Terms. We may immediately deactivate or delete your account and all the related files and information in your account. After your account has been terminated, the content you have posted may also remain indefinitely on the site.

If you want to terminate your own account, please send an email to info@harvestdigitalplanning.com.

Governing Law

These Terms shall be governed in accordance with the laws of Victoria, Australia, without regards to its conflict of law provisions.

Indemnification

Harvest, its subsidiaries, affiliates, officers, agents, licensors and other partners are not responsible for any loss, liability, claim, or demand, including legal fees, made by any third party due to or arising from a breach of this agreement and/or any breach of your representations and warranties set forth above.

What content does Harvest own?

Have Your Say community engagement platform contains the copyrighted material, trademarks, patents, trade secrets and other proprietary information (“Intellectual Property”) of Harvest and its suppliers and licensors. Harvest owns and retain all proprietary rights in the intellectual property. All intellectual property in the content of this site including without limitation to text, software, source code, pages, documents and online graphics, photographs, sounds, audio, video and other interactive features are owned by or licensed to us.

Any original content that you submit or post on our site may be made available to the public and allows users to share your content (with the end user acknowledging your contribution) under the Creative Commons Attribution-ShareAlike 4.0 Australian License.

Except for Intellectual Property which is in the public domain or for which you have been given written permission, you may not copy, alter, transmit, sell, distribute any of the Intellectual Property.



We are not responsible for your communications or dealings, including payment and delivery of goods or services, with a third party found via our community engagement platform. Any loss or damage incurred from those communications or dealings are solely between the user and the third party.

Disclaimer and Warranties

Users must agree that your use of the site is at your own risk. We make no warranty that the site will meet your requirements or be uninterrupted or error-free. Any material that the user downloads through the site is done at their own risk and are responsible for any damages to their computer system or loss of data.

What happens if these Terms change?

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without notice. The most recent version of the Terms can be seen on this page. By continuing to access or use our site after those revisions become effective, you agree and will comply to the revised terms. If you do not agree to the revised terms, please discontinue using our site.

More information/ contact

If you have any questions about these Terms, please contact us at haveyoursay@knox.vic.gov.au or info@harvestdp.com