

## Terms and Conditions – Dam Release Notification Service

These conditions govern your use of the Seqwater Dam Release Notification service (**Notification Service**). The Queensland Bulk Water Supply Authority trading as Seqwater (**Seqwater**), provides the Notification Service on the following conditions:

1. By subscribing to, or using, the Notification Service via Seqwater’s website or mobile application, you request Seqwater to provide, and Seqwater may agree to provide, the Notification Service from time to time. Seqwater may accept your request, or alternatively not register you for the Notification Service, in its absolute discretion.
2. You acknowledge and accept that the Notification Service is intended:
  - a. to issue a notification to you:
    - i. when Seqwater is preparing for the possibility of flood water releases from each gated dam you selected, the timing of flood water releases and impacts on a limited number of downstream bridges and crossings, and when gated releases cease;
    - ii. at the time each ungated dam selected by you is at or near full supply level and spilling commences or spilling is about to commence;
  - b. to deliver the information to you via the email address, mobile telephone or landline telephone contact details that you have registered, or as you have amended from time to time;
  - c. to provide an additional source of information to those which may be provided by Queensland Government emergency management authorities, and local government through Local Disaster Management Groups, however, the Notification Service is not intended to replace the warnings and advice of any official Queensland Government or local government authority with responsibility for the provision of such information, or any other Queensland emergency service.
3. While Seqwater takes all reasonable care in providing the information, Seqwater accepts no responsibility for any decision not to register you for the Notification Service, any failure to send a notification to you before a flood release event, any failure in delivery of a notification to you, for any information contained in that notification which is inaccurate, out of date, incomplete or incorrect or for any action (or inaction) you take based upon the information.
4. Any information provided by the Notification Service is provided on an "as is" basis, and Seqwater makes no representations or warranties about the quality, accuracy or reliability of that information.
5. To the full extent permitted by law, in no event shall Seqwater be liable to you for any injury, claim, loss, damage, liability, cost or expense of any kind, including in connection with any damage suffered by third parties, whether caused by negligence or otherwise, that may be incurred or sustained by you or your employees, directors, officers, sub-contractors or agents arising out of or in connection with the Notification Service or any information sent under it.
6. Seqwater retains all rights in the information contained in any information provided by the Notification Service. Nothing in these conditions confers any intellectual property or other rights on you or any other individual in relation to that information.
7. You acknowledge and accept that:
  - a. you are responsible for registering correct and complete contact details, and for updating your details should they change; and

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- b. delivery of the information over email, mobile or landline telephone systems is not instantaneous, and may be affected by outages or interruptions unknown to and beyond the control of Seqwater.
8. Seqwater is collecting your personal information at your request in order to provide you with the Notification Service. Your personal information may be provided to Disaster Management Groups, local councils and other third parties (including service providers) in connection with this purpose. Your personal information will not be used for any other purpose. Our [Privacy Policy](#) tells you how we usually collect, use and disclose your personal information, and how you can ask for access to it or seek correction of it. Our Privacy Policy also contains information about how you can make a complaint and how we will deal with such a complaint.
9. Seqwater has the right to amend these terms and conditions or any feature of this Notification Service at any time without further reference to you. It is your responsibility to ensure that you are aware of any changes to the terms and conditions each time you access or use the Notification Service.
10. Seqwater may discontinue the Notification Service, either in its entirety or in relation to your receipt of it, at any time without notice to you.
11. These conditions are governed by the laws in force in Queensland, Australia.

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