

Title: Public Wi-Fi Acceptable Use

POLICY STATEMENT

The Western Australian Sports Centre Trust, trading as VenuesWest (ABN 47 894 197 015), is a Statutory Authority responsible for managing, operating, maintaining, and promoting the use of State facilities for elite sport and competition, recreational programs, and entertainment events. The VenuesWest portfolio includes the following venues for which public access to Wi-Fi may be made available on behalf of the State:

Self-Managed

- Arena Joondalup
- Perth High Performance Centre
- WA Athletics Stadium
- SpeedDome
- Champion Lakes Regatta Centre
- HBF Park

Co-Managed

- State Netball Centre
- Bendat Basketball Centre
- Sam Kerr Football Centre

Leased

- Motorplex
- WA Rugby Centre
- WA Institute of Sport High Performance Service Centre

SCOPE

This statement establishes the principles and requirements that govern the use of the wireless public internet Wi-Fi service (the service) provided by VenuesWest. The statement outlines the standards for acceptable Wi-Fi usage which apply to all those who access the service.

DEFINITION OF THE SERVICE

The VenuesWest Public Wi-Fi service means:

- VenuesWest-owned internet Wi-Fi with visible SSID that allows user access to the Internet;
- public internet Wi-Fi which is protected, monitored, and logged automatically; and
- access to Wi-Fi which may be monitored, blocked, suspended, or terminated at any time for any cyber-attacks, inappropriate use, or any other reasons at the sole discretion of VenuesWest.

PRINCIPLES

The application of this policy is defined, guided, and supported by the following principles:

1. Acceptable use of the service

1.1. Persons accessing the service agree that acceptable use prohibits the following:

- 1.1.1. Transmitting material, intentionally or unintentionally, that violates any applicable international, federal, state, and local laws, or any policies, rules or regulations.
- 1.1.2. Harming, or attempting to harm, other persons, businesses or entities.
- 1.1.3. Transmitting material that threatens or encourages bodily harm or destruction of property or harasses another.
- 1.1.4. Making fraudulent offers to sell or buy products, items or services or to advance any type of financial scam.
- 1.1.5. Adding, removing or modifying identifying network header information to deceive or mislead.
- 1.1.6. Attempting to impersonate any person by using forged headers or other identifying information.
- 1.1.7. Transmitting or facilitating any unsolicited commercial email or unsolicited bulk email.
- 1.1.8. Accessing, or attempting to access, the accounts of others, or to penetrate or attempt to penetrate, security measures of the service or another computer software or hardware, electronic communications systems or telecommunications systems, whether or not the intrusion results in the access, corruption or loss of data.
- 1.1.9. Transmitting material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including but not limited to the:
 - unauthorised copying of copyrighted material;
 - digitisation and distribution of photographs from magazines, books, or other copyrighted sources; and
 - unauthorised transmittal of copyrighted software.
- 1.1.10. Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.
- 1.1.11. Reselling the service without prior consent from VenuesWest.
- 1.1.12. Undertaking any activity which adversely affects the ability of other people or systems to use the service or the Internet including:
 - “Denial of Service” (DoS) attacks against another network host or individual users; and
 - interference with or disruption of other network users, network services or network equipment.
- 1.1.13. Using the service or personal account for high volume or commercial use unless prior approval from VenuesWest is obtained.
- 1.1.14. Excessive use of bandwidth affecting business operations or abuse of use by sending disruptive signals or violation of any of the above conditions.
- 1.1.15. The service is intended for periodic, active use of email, uploading video newsgroups, file transfers, Internet chat, social media, messaging, and browsing on the Internet.
- 1.1.16. Users may stay connected so long as the user is actively using the connection for the above purposes.
- 1.1.17. Users may not use the service on a standby or inactive basis to maintain a connection without prior approval from VenuesWest. VenuesWest maintains the right to terminate user connection following any extended period of inactivity.

2. User Expectations

- 2.1. Users are responsible for:
 - 2.1.1. ensuring their own equipment is configured in a secure manner; and
 - 2.1.2. all activity conducted under their assigned username.
- 2.2. Users are expected to take reasonable precautions to prevent unauthorised and/or abusive use by other individuals.

3. Access to the service

The VenuesWest Public Internet Wi-Fi can be accessed by the following user types with varying access levels:

3.1. Commercial customers

- 3.1.1. Corporate customers who are paying for Internet service as part of their agreement with VenuesWest (e.g. Swimming Australia).
 - 3.1.2. Commercial customers will be given public Internet only access.
 - 3.1.3. Use of the service is controlled by login with username and password provided by VenuesWest.
 - 3.1.4. The rate will default at a minimum of 2Mbps downlink/2Mbps uplink unless otherwise established in the agreement with VenuesWest.
 - 3.1.5. Retail customers and general users
- 3.2. Retail customers are individuals who have:
- 3.2.1. purchased goods and services from VenuesWest cafeterias, food/drink stalls, facility entrances (swimming pool, gym, childcare, basketball courts, arena, lecture theatre, etc.)
 - 3.2.2. current memberships to access VenuesWest facilities
 - 3.2.3. children currently enrolled in swim school
 - 3.2.4. General users are spectators or walk-in members of the general public.
 - 3.2.5. Both retail customers and general users can be given access to the public internet Wi-Fi for up to three (3) hours at a rate limited to 2Mbps downlink/2Mbps uplink per day.

4. Limitation of liability

- 4.1. Users assume total responsibility for use of the service and access the service at their own risk. VenuesWest and its affiliates, officers, employees, agents, suppliers, sponsors or other partners have no responsibility whatsoever for the content accessible or action taken on the Internet.
- 4.2. VenuesWest shall not be liable to users for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of profit arising out of or related to the terms of service.
- 4.3. Under no circumstance will VenuesWest and its affiliates, officers, employees, suppliers, sponsors or other partners of VenuesWest be liable to anyone or any third parties for any amount.

5. Disclaimer of Warranties

- 5.1. The service is provided on an "as is" and "as available" basis.
- 5.2. VenuesWest and its affiliates, officers, employees, agents, suppliers, sponsors or other partners make no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose.
- 5.3. Advice or information given by VenuesWest and its affiliates, officers, employees, agents, suppliers or other partners does not warrant that the service will be uninterrupted, error-free, or free of viruses or other harmful components.

6. Indemnification

Users must agree to indemnify, defend and hold harmless VenuesWest and its affiliates, officers, employees, agents, suppliers, sponsors, or other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable attorney's fees arising from the use of this service by users, user violation of this agreement, or violation of any rights of another.

7. Updates and Revisions

Due to the dynamic nature of technology and the Internet, the conditions within this statement are subject to change without prior notice. VenuesWest reserves the right to revise, amend, or modify this policy, other policies and agreements at any time and in any manner. Notice of any revision, amendments, or modification will be posted accordingly.

8. Privacy

Privacy and confidence in the use of our websites, venues and services is very important to VenuesWest. The VenuesWest Privacy Statement applies to all services provided by VenuesWest and its venues whether the services used are through the venue websites, mobile device access or any other suitable equipment.

The access to information and data is subject to the *Privacy Act* and Australian Privacy Principles through the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*.

If VenuesWest is subject to any claim or request for information about the use of this service by authorities, VenuesWest may disclose information about the user (for example, IP or MAC address or the email address user provided when accessing the service).

Further information about the VenuesWest Privacy Statement can be accessed via the Policy page on the website www.venueswest.wa.gov.au

Further information about the application of the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* can be found at the website of the Office of the Australian Information Commissioner at www.privacy.gov.au

9. Reporting Incidents

VenuesWest will report any use or misuse of the service that constitutes a violation of laws to law enforcement agencies or authorised bodies for action. Users should report incidents as follows:

- Fraud – Report any loss or fraud attempt to the relevant service provider (e.g. bank, social networking site) and WA police.
- Identity theft – Report any fraudulent use of identity to relevant service provider (e.g. bank, social networking site, etc.) and WA police.
- Scams and phishing – Report any scams to the Australian Competition and Consumer Commission (ACCC) at <https://www.accc.gov.au/> and to the relevant service provider (e.g. banks, social networking sites, etc.).
- Spam – Report or complain about spam to the Australian Communications and Media Authority (ACMA) at www.acma.gov.au

AUTHORITY

Western Australian Sports Centre Trust Act 1986

Public Sector Management Act 1994

COMPLAINTS/GRIEVANCES

Complaints relating to a breach of an information privacy security principle as per the *Privacy Act 1988* will be investigated internally by the most appropriate person depending upon the nature of the inquiry. Complaints which do not indicate a breach of the *Privacy Act 1988* will be managed in accordance with the following VenuesWest policies:

- Customer Service and Feedback Policy – for matters involving customers, clients, patrons, members of the public, visitors, and external stakeholders.
- Grievance Resolution Policy – for matters involving employees of VenuesWest

RELATED RESOURCES

SUPPORTING PROCEDURES	RELATED DOCUMENTS
Information Security Management System Policy	Privacy Policy

FURTHER INFORMATION

Should you require further information, please go to the 'Contact' page on our website: www.venueswest.wa.gov.au

Alternatively, you may contact us by:

- Calling (08) 9441 8222
- Emailing contactus@venueswest.wa.gov.au
- Visiting our Customer Service team at Perth High Performance Centre, 100 Stephenson Avenue, Mount Claremont, WA, 6010