

Telstra Codemates: Terms and Conditions

Effective Date: 14 October 2025.

1. Introduction

The Codemates program ("Program") is an initiative of the Telstra Foundation and Code Club Australia, designed to engage children in digital learning through coding, creativity, and participation in both digital and physical experiences. By participating in the Program, you (the "User") agree to comply with these Terms and Conditions.

2. Eligibility

- 2.1 **Eligibility**: The Program is open to children, parents, teachers, and volunteers as specified in the Program materials.
- 2.2 **Age and consent:** By accessing or participating in the Codemates Program, the User confirms that they are either:
 - over the age of 18; or
 - under 18 and have obtained parental or guardian consent and are participating under appropriate supervision.

3. User-Generated Content

- 3.1 **Definition**: User-generated content ("UGC") includes any code, projects, comments, submissions, or media uploaded or created as part of the Program.
- 3.2 **Ownership and License**: By submitting UGC, you grant the Telstra Foundation, Code Club Australia, and their partners a non-exclusive, royalty-free, worldwide, perpetual license to use, display, reproduce, modify, adapt, publish, and distribute your content for educational, promotional, and reporting purposes related to the Program.
- 3.3 **Responsibility**: You are responsible for ensuring that your UGC does not infringe any third-party rights and complies with all applicable laws and Program guidelines.
- 3.4 **Content Moderation**: The Program reserves the right to review, edit, or remove any UGC that is deemed inappropriate, offensive, or in breach of these Terms.
- 3.5 **No Sharing Platform**: Unlike some coding platforms, Codemates is not a public sharing platform. UGC may be featured in controlled environments (e.g., microsite, live events, or social media) at the discretion of the Program.

4. Intellectual Property

- 4.1 **Materials**: All Program materials, including lesson plans, digital assets, and the "Patch" character, are owned or licensed by the Telstra Foundation and Code Club Australia.
- 4.2 **License to Use**: Users are granted a limited, personal, non-transferable, and revocable license to use Program materials for non-commercial, educational purposes only.



- 4.3 **Restrictions**: Reproduction, distribution, or commercial use of Program materials without written permission is strictly prohibited.
- 4.4 **Third Party Intellectual Property**: Users may only use third-party intellectual property ("Third-Party IP") in this program in accordance with the permissions, licenses, or terms provided by the rights holders. Users are solely responsible for ensuring they have the appropriate rights to use any Third-Party IP in connection with the Program. Users agree to indemnify and hold harmless the Telstra Foundation, Code Club Australia, and their affiliates from any claims, liabilities, or damages arising from the User's use of Third-Party IP.

5. Privacy and Data Protection

- 5.1 **Collection and Use**: Personal information is collected, used, and disclosed in accordance with the Telstra Foundation Privacy Statement and Telstra Privacy Statement.
- 5.2 **Purpose**: Information may be used for administration, communication, program improvement, and compliance with legal obligations.
- 5.3 **Disclosure**: Personal information may be shared with trusted partners (e.g., Raspberry Pi Foundation), service providers, and as required by law. Some data may be transferred overseas; appropriate safeguards are in place.
- 5.4 **Access and Correction**: You may request access to or correction of your personal information by contacting privacy@online.telstra.com.au.
- 5.5 **Complaints**: Privacy complaints can be made to the Telstra Foundation or the Office of the Australian Information Commissioner.
- 5.6 **Third-Party Login Data:** If you choose to access the Program using a third-party login provider (such as Google or Meta), you acknowledge that your authentication information will be processed by that provider in accordance with their own privacy policy. The Telstra Foundation and Code Club Australia do not receive or store your third-party login credentials. We may receive certain information from your third-party provider (such as your name and email address) as permitted by your privacy settings with that provider, and this information will be handled in accordance with the Telstra Foundation Privacy Statement and the Telstra Privacy Statement. **6. Health, Safety, and Safeguarding**
- 6.1 **Duty of Care**: All participants must take reasonable care for their own health and safety and that of others.
- 6.2 **Working with Children**: All volunteers and staff must comply with relevant child safety laws and guidelines. Further information is available <u>here</u>.

7. Conduct and Community Guidelines

- 7.1 **Respectful Participation**: Users must treat others with respect and refrain from any form of bullying, harassment, or inappropriate behavior.
- 7.2 **No Promotion of Personal Business**: The Program may not be used to promote personal or commercial interests.



8. Termination

8.1 The Program reserves the right to suspend or terminate participation at any time, with or without notice, for breach of these Terms or any conduct deemed detrimental to the Program.

8.2 Upon termination, you must cease all use of Program materials and participation in Program activities.

9. Indemnity

You agree to indemnify and hold harmless the Telstra Foundation, Code Club Australia, and their partners from any claims, damages, or losses arising from your breach of these Terms or your participation in the Program.

10. Limitation of Liability

To the maximum extent permitted by law, the Program and its affiliates are not liable for any indirect, incidental, or consequential damages arising from participation in the Program or use of Program materials.

11. Variation

These Terms may be updated from time to time. Notice of changes will be provided via the Program website or other appropriate channels. Continued participation constitutes acceptance of the revised Terms.

12. Governing Law

These Terms are governed by the laws of the Commonwealth of Australia and the State or Territory in which you participate.

13. Acceptance

By participating in the Codemates Program, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

For questions or further information, please contact:

privacy@online.telstra.com.au