

## **Terms and Conditions of Use**

### **General**

1. The information provided by the Agriculture, Fisheries and Conservation Department (AFCD) on the boundaries of Country Parks / Special Areas in digital form (hereafter referred as “the Data”) shows the approximate boundaries interpreted from the original gazette plans of Country Parks and Special Areas, and should be interpreted at the scale with reference to the scale of the original gazette plans. The Data are **NOT** official record on or formal release of the boundaries of Country Parks / Special Areas. The Data are for identification and reference purposes only and are not intended to be relied upon. The Data shown may be revised, adjusted or edited without prior notification as better boundary evidence becomes available. AFCD reserves the right of final interpretation of the Data.
2. No statement, representation or warranty of any kind (whether express or implied) is given by AFCD in relation to the Data (including its accuracy, correctness, completeness, non-infringement, reliability, security, timeliness and appropriateness of the use of the Data in any particular circumstances).
3. AFCD shall not be liable for any errors, omissions, misstatements or misrepresentations (express or implied), concerning any Data, and shall not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction of damage or other costs or expenses) howsoever arising from or in respect of any use or misuse of or reliance on the Data, or any inability to use the Data.

### **Use of Data and Intellectual Property Rights**

4. The Data shall be restricted to the intended use as proposed to this Department on 24 January 2024. The permission is “non-transferable” and “non-sub-licensable”.
5. Unless otherwise indicated, AFCD is the owner of the intellectual property right of the Data. The applicant shall identify clearly the source of the Data and acknowledge AFCD’s ownership of the intellectual property rights in the Data. The applicant shall not copy or otherwise infringe any intellectual property rights AFCD may have in the Data, whether in whole or in part.
6. By using the Data, in whole or in part, the applicant are deemed to have accepted the above Terms and Conditions of Use.
7. AFCD reserves all rights that are not expressly granted in this Terms and Conditions of Use.