Important Information

We have provided this Application as one of the ways in which you can inform yourself in relation to emergency incidents and activities.

Whether you are accessing the Application via the K-Dharura application or the website, You should note, however, that the app has additional functions that may prove important during an emergency. The app has a Push Notification Service that sends alerts to your smartphone or tablet. The website, however, does not have this ability. You should consider these differences when deciding whether to use the app, website or both to inform you of emergency incidents and activities.

This Application allows you to create Watch Zones for a defined danger area that, depending on how you configure a Watch Zone, will be programmed to notify you of a range of warnings and incidents in that area. When creating a Watch Zone, you should consider those types of emergencies that may be relevant to the defined geographical area you are creating the Watch Zone for. You should also consider your own personal circumstances or the circumstances of anyone else that you may be creating a Watch Zone for.

If you have not created a Watch Zone, the Application may provide you with warnings and incidents push notifications that have a statewide impact.

Once you have created one or more Watch Zones, this will disable push notifications to your smartphone or tablet of Total Fire Ban information and Fire Danger Ratings that are not relevant to your Watch Zones. Once you create a Watch Zone, the information that the Application provides to you will be relevant to the defined geographical area and warnings and incidents that you have selected. It is important that you consider creating Watch Zones for all of those areas in Victoria where you may be located, such as where you live, where you work, and where you holiday.

However, do not rely upon this Application alone. During emergency circumstances, you should not rely on any single source of information. You should seek information from as many sources as possible, including ABC local radio, television, and VicEmergency Facebook and Twitter channels.

Smartphones, tablets and computers, and the telecommunications systems that support them, can often be unreliable during emergency circumstances, inclement weather and heavy usage. There is a risk that the electronic device you are using may not receive relevant information from this Application in a timely manner, or possibly at all. Therefore, you should always ensure that you maintain awareness of the general situation for your entire region, particularly when there is an elevated risk of bushfire or grassfire.

On days of Code Red, Extreme and Severe fire danger, if you are in a bushfire prone area, the safest option is to leave the night before or early in the day. Do not rely on an official warning, from either this Application or any other service or organisation, to leave. Bushfires are complex, unpredictable, rapidly developing and life threatening incidents. They can start quickly and threaten lives and homes within minutes. Bushfires frequently interrupt electrical power and telecommunications systems (including fixed line and radio).

For more about Fire Danger Ratings and planning and preparing for bushfires and grassfires, please refer to the Country Fire Authority (CFA) website.

Disclaimer

Do not rely upon this Application alone

In emergency circumstances, you should not rely on any single source of information. You should seek information from as many sources as possible, including ABC local radio, television, VicEmergency Facebook and Twitter channels and this Application.

This Application

This Application is made available for information purposes.

All text, graphics, video, information, designs, data and other content available through or arising from this Application (Content) is provided to you for general information only. You understand and agree that the Content is not comprehensive, does not constitute advice and has not taken into account your specific circumstances. You understand and agree that your use of the Content is solely at your own risk.

We have taken reasonable care to ensure that the Content is correct and current at the time of publication. However, we make no warranty, either express or implied, concerning the suitability, reliability, availability, timeliness or accuracy of the Content for any purpose.

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We recommend that you exercise your own skill and care with respect to your use of this Application and that you carefully evaluate the accuracy, currency, completeness and relevance of the Content for your purposes and circumstances, including any and all data.

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This Application and its Content are provided entirely "as is". Except where to do so would cause any part of these Terms of Use to be illegal, void or unenforceable, we:

exclude all conditions and warranties implied into these Terms of Use;

to the fullest extent permitted by applicable law, are not liable to you or anyone else for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered in connection with the use or performance of the Application or any Content (including any cost, loss, liability or expense arising from death, personal injury or damage to property); and

exclude liability (whether that liability arises under contract, tort (including negligence) or statute) for any direct, indirect, punitive, incidental, special or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with the use or performance of the Application or any Content.

If, despite the above provisions, a court determines that we are liable to you, that liability will be limited (at our election) to resupplying the affected service or content to you.

You must indemnify us and hold us harmless against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any claim by a third party arising directly or indirectly out of or in connection with:

any breach by you of these Terms of Use; or

any suit, claim or demand brought or made against us by or due to the conduct, act or omission of:

you; or

any person accessing the Application through your smartphone, tablet, computer or other electronic device; or

any person accessing the Application via a user profile that you have created, whether or not you have given the user permission to access the Application through that particular user profile.

Links to external websites

This Application contains hyperlinks to pages contained on external websites. We have no control over the content of any linked websites or the changes that may occur on those sites. It is your responsibility to make your decisions about the accuracy, currency, reliability and correctness of information contained in linked external websites.

Unless otherwise indicated, we:

do not endorse or authorise the content of any linked website; and

assume no responsibility or liability for the condition or content of any linked website or for the operation or function of any service or facility offered on a linked website.

Copyright

Unless stated otherwise, copyright and other intellectual property rights in all Content contained in or available from this Application is owned by us or used under licence. We grant you a non-exclusive, non-transferable, revocable licence to access and use the Application.

You:

may only make limited copies of the Content in accordance with the Copyright Act, including copies for research, study, criticism, review or news reporting; and

must not reproduce, adapt, modify, communicate to the public or otherwise use any Content (in particular for commercial purposes) without our prior written permission.

All trade marks appearing on this Application belong to their respective owners.

Push Notification Service

To receive push notifications of any kind to your smartphone or tablet, your electronic device’s settings must allow push notifications from the VicEmergency app.

Please note that the VicEmergency website is not able to send push notifications to your computer, or any other electronic device. Only users of the VicEmergency app will be able to receive push notifications, including warnings and incidents. The website, however, is able to send warning notifications to your nominated email address. The app is also able to send warning notifications to your nominated email address.

Alerts relevant to the whole state of Victoria will be sent to users of the VicEmergency app who have not created any Watch Zones. It is not possible to opt out of receiving these push notifications (unless you disable all push notifications through the electronic device settings). However, if you have created one or more Watch Zones, this will disable push notifications for any statewide alert.

You will only receive other push notifications to your smartphone or tablet if you have created a user profile and set up one or more Watch Zones. You can activate a Watch Zone by selecting ‘Create Watch Zone’ from the home screen. You can delete a Watch Zone by selecting the specific Watch Zone from the menu, and then selecting ‘Delete Watch Zone’.

You will not receive push notifications based on your current location, as the Application does not monitor your current location. However, you can view incidents around your current location by opening and using the Application (via both the app and the website)

We will use reasonable efforts to ensure that the information in push notifications is accurate and up-to-date. However, push notifications may include errors or omissions, and events may occur that delay the transmission of push notifications or otherwise cause the information in those notifications to be inaccurate or out of date.

Accordingly, we make no guarantee that push notifications will be received in a timely manner (or at all), and we give no representations or warranties as to the reliability, accuracy, currency or completeness of the push notifications and take no responsibility for any error, omission or effect contained in the push notifications.

The Push Notification Service:

is intended for anyone living, working or travelling in the state of Victoria;

is not a substitute for other information sources, including emergency radio and television broadcasts, information lines and the VicEmergency website; and

should not be relied on as your sole source of emergency information.

The information included in push notifications is general in nature and does not take account of your specific circumstances. You should always obtain as much information about likely emergencies in your area from as many sources as possible and dial Triple Zero (000) in an emergency situation. Reliance on any information provided in push notifications is solely at your own risk.

Applicable Law

These Terms of Use and your use of this Application are governed by the laws of Victoria, Australia, and you consent to the exclusive jurisdiction of the courts of Victoria, Australia.

This Application may be accessed throughout Australia and overseas. We make no representation that the Content available through this Application complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Application from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

Privacy

This Application may be used anonymously. However, in order to access and use the full features of this Application, some personal information is required of you.

Warnings and information for your current location

In order to provide you with warnings and information about incidents relevant to your current location, this Application will collect some information about you, including information about your location if you have chosen to activate location services.

Creating a Watch Zone for a specified geographical area

This Application requires users who are setting up a Watch Zone to create a user profile, which requires you to enter your first and second names, a password and your email address. Up to 20 separate Watch Zones can be set up for each user profile.

The purpose for collecting this personal information is to enable you to access and modify your Watch Zones from multiple electronic devices. This information may also be used to advise you through targeted social media advertising about upgrades to the Application and other important information related to the Application’s use and operation.

Your personal information is not collected for the purposes of identifying your location at a particular point in time. However, in naming your Watch Zones, such as after places you reside, work, or frequent, you may be inadvertently providing additional identifying information about yourself. Therefore, you may want to consider whether to use identifying terms such as ‘home’, ‘work’, or ‘parents’ when naming your Watch Zones.

Shared use

If you create a user profile that you intend to be accessed and used by other users, such as family members, friends or employees, be aware that all users will have the capacity to amend or delete any of the existing settings. You may therefore wish to formalise with other intended users, your own conditions of use in relation to how they may use the Application when accessing it through a user profile you have created. We take no responsibility for any changes to your user profile settings made by other users, whether or not you have given the user permission to access the Application via that particular user profile.

Use and disclosure of personal information

Any personal information that this Application collects will be used by and disclosed to Victorian Government employees or contractors whose duties require them to use it in operation of the Application. Such employees and contractors are required to protect and handle your personal information in accordance with the Privacy and Data Protection Act 2014 (Vic).

We are unable to prevent other people from providing your personal information to this Application. However, you are entitled to access, correct and delete any personal information about you that is collected by this Application.

You should also be aware that there are risks in transmitting information across the internet. However, we will take reasonable steps to protect any personal information from unauthorised access once that personal information comes into our possession.

If you have any further questions in relation to the handling of the information that we may collect about you or would like access to that information, please refer to our privacy statement, available from the Emergency Management Victoria website.