

# Privacy Policy and Terms + Conditions Statement.

This statement outlines how all contributions to Project Pine Gap will be collected, used, stored, and protected. Maintaining privacy and anonymity throughout this project is paramount. I am committed to transparency in every process, while also ensuring all participants are aware of their legal rights and responsibilities.

- Georgie Mattingley [the Artist]

## 1. Content of information gathered:

Participant contributions are central to Project Pine Gap and will be used solely for artistic and research purposes. Specifically, contributions to the project include descriptions of the following:

- artworks displayed in Pine Gap;
- the immediate physical surrounds of artworks (ie, size and colour of the wall, surrounding furniture);
- decorative landscaping, such as planted flowers or trees;
- the Pine Gap pool;
- the cafeteria/food served at Pine Gap;
- decorative screensavers.

## 2. How information is collected:

Contributions may be gathered through:

- verbal conversation;
- audio recordings;
- phone conversation;
- online submissions (projectpinegap.com);
- hand-written postal submissions.

## 3. Maintaining anonymity:

Participants who contribute any of the above information to this project will remain unnamed and identifiable. Anonymity is protected by:

- storing raw audio recordings in a password-protected cloud folder;
- raw audio recordings are permanently deleted once they are transcribed and/or re-recorded in the Artist's own voice;
- all contributions are rigorously reviewed by the Artist to ensure any identifiable, classified or sensitive information is removed before it is incorporated into the project;
- no one other than the Artist will have access to this data.

## 4. Your rights:

By contributing to Project Pine Gap, you automatically assume rights to the following:

- Right to Anonymity:** You have the right to contribute descriptions anonymously. You are not required to provide any personal identifying information;
- Right to Withdraw:** If you wish to withdraw your contribution to the project at any time;
- Right to Access and Correction:** If you have provided a contribution, you may request access to the creative content as it is developed and request corrections to any inaccuracies.

## 5. Important legal Terms and Conditions for participants:

By contributing to Project Pine Gap, you acknowledge and agree to your legal obligations under Australian law. Specifically, you must be aware of and comply with:

**Section 39 of the Intelligence Services Act 2001 (Cth):** This section makes it an offence for a person to communicate any information or matter that was acquired or prepared by the Australian Signals Directorate (ASD), Australian Secret Intelligence Service (ASIS), Australian Geospatial-Intelligence Organisation (AGO), or Defence Intelligence Organisation (DIO) in connection with their functions, if that information came to the knowledge or possession of the person by reason of them being or having been a staff member, agent, or contractor of these agencies, or an employee/agent of a contractor. **Breaching this obligation carries a significant penalty, including imprisonment for up to 10 years.**

and:

**122.4A of the Criminal Code Act 1995 (Cth):** This section makes it an offence for a person (who is not a Commonwealth officer) to communicate information in certain circumstances. This includes, but is not limited to, when:

- The information was made or obtained by a Commonwealth officer or someone engaged to perform work for a Commonwealth entity; AND
- The information has a security classification of Secret or Top Secret; OR
- The communication of the information damages the security or defence of Australia; OR
- The communication of the information interferes with or prejudices the prevention, detection, investigation, prosecution or punishment of a criminal offence against a law of the Commonwealth; OR
- The communication of the information harms or prejudices the health or safety of the Australian public or a section of the Australian public.

**Breaching this obligation carries a significant penalty, including imprisonment for up to 5 years.**

Therefore:

- You must NOT provide any information that:
  - relates to the "functions" of Pine Gap;
  - was obtained by a Commonwealth officer and is classified (Secret or Top Secret);
  - could potentially damage Australia's security or defence;
  - interferes with law enforcement, or harms public health or safety.
- Artworks, decorations and recreational activities inside Pine Gap are considered separate from the "functions" of Pine Gap for the purpose of this project;
- Contributions will be carefully reviewed to remove classified information before it is incorporated;
- While the Artist will take all necessary steps to ensure classified information is not shared, it remains your obligation to ensure that any information you provide does not breach Australia law.

## 6. By participating, you affirm that:

- the information shared does not contain any classified or sensitive information that is protected by law;
- while the Artist will take all necessary steps to ensure classified information is not shared, the Artist bears no responsibility for any legal actions taken against participants due to information they have unlawfully communicated.