



# Age Assurance Technology Trial

Document Sensitivity: Public

## Participation Agreement

### 07/03/2025

*Iain Corby*

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### WP3 / Task 3.3 Call for Participation (Age Assurance Providers and Intermediaries)

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## Document history:



The Document Author is authorized to make the following types of changes to the document without requiring that the document be re-approved:

- Editorial, formatting, and spelling
- Clarification

To request a change to this document, contact the Document Author or Project Owner. Changes to this document are summarized in the following table in reverse chronological order (latest version first).

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# Table of Contents

- 1. Parties ..... 5
- 2. Background ..... 5
- 3. Terms ..... 5
- 4. Term of the Trial ..... 6
- 5. Trial Ethics and Safeguards ..... 7
- 6. Liability ..... 8
- 7. Intellectual Property ..... 9
- 8. Confidentiality ..... 9
- 9. Communication ..... 10
- 10. Privacy and Data Protection ..... 11
- 11. Conflict of Interest ..... 11
- 12. General Provisions ..... 12
- Schedules ..... 14
- Schedule 1 - Subcontractors ..... 14
- Schedule 2 – Practice Statement ..... 15
- Schedule 3 - Privacy Policy ..... 16



## 1. Parties

1.1. This **Participation Agreement (“the Agreement”)** is dated on the date it is electronically signed by the last of the parties.

1.2. The **Parties** are:

**AVID Certification Services Limited (Company Number 14865982)** of U321, Broadstone Mill Broadstone Road, Stockport, SK5 7DL, United Kingdom (‘ACCS’ or ‘We’)

and

[Company Name] (Company Number [Company Number]) of [REGISTERED ADDRESS] (the ‘Participant’ or ‘You’)

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## 2. Background

2.1. The Age Check Certification Scheme (ACCS) has been appointed by the Commonwealth of Australia, represented by the Department of Infrastructure, Transport, Regional Development, Communications, and the Arts, to oversee the Age Assurance Technology Trial (the “Trial”).

2.2. The Trial aims to evaluate age assurance solutions, which for the purpose of this Agreement include but are not limited to age verification, age estimation, age inference, parental consent/control, controls applied across the technical stack and related supportive technology solutions, under real-world conditions.

2.2.1. Evaluate the maturity, effectiveness, and readiness of age assurance technologies for determining whether users are aged 18 years or over to access age-restricted online content.

2.2.2. Evaluate the effectiveness of the participating technologies in determining whether users are in the 13–16 age range for account creation on social media platforms.

2.3. The Participant wishes to contribute one or more age assurance method(s) (“Method”) to the Trial under the terms of this Agreement.

2.4. This Agreement outlines the terms under which You, the Participant, will engage in the Trial which We, ACCS, are delivering.

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## 3. Terms

3.1. This Agreement includes the terms set out in these terms and conditions, including the schedules. In consideration of the mutual obligations of the parties set out in this Agreement, the parties agree to be bound by this Agreement.

3.2. ACCS enters into this Agreement in its own capacity and on behalf of the various named Subcontractors who have been appointed to run the Trial. A reference in this Agreement to ACCS

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includes ACCS and its Subcontractors as set out in Schedule 1 (“Sub-contractors”) as if they were each separately named with each reference to ACCS or we or us.

- 3.3. You and we acknowledge that you are acting as a Participant, and information about the Method may be shared among the persons and organisations listed as subcontractors in Schedule 1 – Subcontractors.
- 3.4. You acknowledge and agree that our relationship in relation to the Trial is only with you.
- 3.5. You agree to conduct yourself in accordance with the terms of the Trial and acknowledge that if you do not do so, you will be solely responsible for any claim or complaint brought by third parties under this Agreement or otherwise in relation to your participation in the Trial.
- 3.6. You and we agree to co-operate to help you and us get the most out of your participation in the Trial. You agree to remain open and transparent with us at all times in relation to the Trial activity set out in Schedule 2 – Practice Statement(s) including before and during your time in the Trial. If you are aware of any information that you believe would affect our position, you must inform us immediately.
- 3.7. To the extent that you are responsible for such at law, you agree that you remain responsible for your compliance with all applicable legal and regulatory obligations in connection with the performance of this Agreement, whether in respect of privacy law or otherwise. You agree to comply with the Australian Privacy Act 1988 and any other relevant privacy legislation even if you are otherwise exempt from its application.
- 3.8. The consideration for this Agreement is the provision by you of the “Practice Statement” in the form set out in Schedule 2 - Practice Statement and the Agreement provided, by us to proceed with the Trial. There is no financial consideration by either party associated with this Agreement.

## 4. Term of the Trial

- 4.1. We will agree with you a Trial Plan setting out our approach to testing your Method, and the timing of activities including any actions required of you to support the Trial.
  - 4.1.1. The Trial engagement process is flexible and is not designed to be a ‘one size fits all’ solution. We understand that each participant’s journey through the Trial will be unique, depending on the specific testing options used and the Method being tested.
  - 4.1.2. We will collaborate with you and agree an approach for your journey through the Trial, which may specify testing parameters, measures for outcomes, reporting requirements, safeguards, timescales, milestones and term of the Trial. You must fully comply with your agreed obligations set out in the Trial Plan.
- 4.2. As you progress through the Trial, we may from time to time, ask you to help with further actions which we reasonably consider to be necessary, in addition to the requirements set out in your Trial Plan.
- 4.3. In the event that you do not fulfil these additional requirements under clause 4.2, we reserve the right to cancel your participation in the Trial, such cancellation being the only remedy available to us in such circumstances.



- 4.4. Unless extended by us, or terminated in accordance with this Agreement, your involvement in the Trial terminates on the expiry of the agreed period under the agreed Trial Plan.
- 4.5. If we cease to operate the Trial, your participation in the Trial will automatically cease with immediate effect.
- 4.6. Furthermore, if at any time during your participation in the Trial, we consider that you are not engaging with us in a sufficiently cooperative or collaborative manner, then we may, acting entirely in our discretion, and without prejudice to our other rights and remedies, temporarily suspend your involvement in the Trial (for a period which we deem to be necessary) until we are satisfied that you have sufficiently addressed such concerns. However, when considering what action to take under this clause, we will always act reasonably and will take into account any extenuating circumstances that may have delayed or otherwise affected your progress within the Trial.
- 4.7. Either you or we may at any time, on two week's written notice, terminate your involvement in the Trial.
- 4.8. We may at any time terminate, with immediate effect, your involvement in the Trial and cease providing any other support if:
  - 4.8.1. there is an unaddressed conflict of interest as defined in clause 11;
  - 4.8.2. you commit a material or repeated breach of the Trial Plan or this Agreement, which is not capable of remedy; or
  - 4.8.3. we (acting reasonably) determine that your conduct, either in the course of or outside of the Trial, is contrary to the public interest or is likely to bring us into disrepute, or is otherwise deemed by us to be contrary to the nature of the Trial (including where in our opinion you consciously withhold information from us where you should reasonably have disclosed it, or where you take material action concerning the Method without informing or involving us or the local responsible bodies, or where you otherwise act in a manner that we deem to be inappropriate).

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## 5. Trial Ethics and Safeguards

- 5.1. The Trial is to be delivered in line with its guiding ethical principles of Respect, Transparency, Accountability, Fairness, Privacy, and Safeguarding Children. Participant agrees to conduct themselves in accordance with these ethical principles, and in particular respect user privacy in accordance with applicable laws.
- 5.2. In the interests of transparency, the Participant agrees not to misrepresent the nature, scope, or purpose of the Trial. Participation in the Trial does not represent an endorsement of any age assurance method, or approval for that method to be used in a particular context. The Trial does not seek to build, improve, or support the development of age assurance technologies, nor does it seek to assess conformity with international standards. Misrepresentation of the Trial may confuse other participants or stakeholders and could undermine confidence in the Trial and its outcomes. Furthermore, misrepresentation of the trial risks undermining the ethical principles of respect,



transparency, and fairness. It may constitute conduct that is likely to bring the Trial into disrepute, and as such may result in the termination of your involvement in the Trial in line with section 4.8.3 of this Agreement.

- 5.3. There may be instances where test users ask questions or raise concerns about a particular method of age assurance they are asked to engage with during the Trial. In the interests of transparency, accountability and fairness, Participant agree to take reasonable steps to provide such information about their age assurance methods as may be requested in accessible language, where the trial team is unable to directly respond to such questions or concerns.
- 5.4. The Trial is committed to safeguarding children, including through promoting their wellbeing and championing their fundamental rights. The Participant agrees to take all reasonable steps to protect the wellbeing of children and uphold their fundamental rights during participation in the Trial, including the right to express views and the right to information. This may require, for instance, providing information in child-friendly language if children have questions or concerns about a particular age assurance method they are asked to engage with, where the Trial team is unable to answer these questions
- 5.5. Participant must support:
  - 5.5.1. The prevention of harm to children.
  - 5.5.2. Privacy, safety, and security in the use of age assurance technologies.
- 5.6. Participant confirms that it has conducted a Privacy Impact Assessment (or equivalent assessments, such as a Data Protection Impact Assessment) to understand and mitigate the potential impact of their product(s) on the right to privacy.
- 5.7. Participant confirms that it has read the Trial's Privacy Policy (Schedule 3) and will comply with its requirements.
- 5.8. Participant confirms that it has read the Trials Ethics handbook (<https://ageassurance.com.au/wp-content/uploads/2025/02/A-1.1.1-Ethics-Handbook.docx>) and will comply with its requirements.

## 6. Liability

- 6.1. The Participant assumes full liability for their participation in the Trial.
- 6.2. ACCS accepts no liability for:
  - 6.2.1. Comments or guidance provided during the Trial.
  - 6.2.2. Changes to legislation or policies impacting the Trial.
- 6.3. Nothing in this Agreement excludes liability for death, personal injury, or fraud caused by either party.
- 6.4. We will use reasonable care in our dealings with you in relation to the Trial and your Method. We accept no liability (whether in tort (including negligence) or in contract) for the conduct of the trial, anything that we say or comment on in relation to your participation in the trial, anything that we do, including anything done by us to change any legislation, guidance, policies or procedures that have any impact on the trial, or any other matter related to the conduct of the trial.



- 6.5. You agree that our decision to enter into this Agreement with you and any decisions that we make in connection with the Trial is a matter of private (contractual law) and is, therefore, not amenable to Judicial Review.
- 6.6. Neither party is liable for any consequential loss.

## 7. Intellectual Property

- 7.1. You will retain ownership of and all intellectual property rights in, and responsibility for, all content, software and materials that you contribute to the Trial, which either (i) already exist at the start of your involvement with the Trial project; or (ii) are otherwise developed by you outside of the Trial (“Existing Intellectual Property”). You will only submit Existing Intellectual Property that you have the right to share, use and develop, and you will fully comply with any third party licenses relating to the Existing Intellectual Property.
- 7.2. All intellectual property rights obtained, created or developed by you during your participation in the Trial relating to your Method (“New Intellectual Property”) will vest in you, subject to any contrary agreement you may have with a third party.
- 7.3. We may use Existing Intellectual Property and New Intellectual Property as is made available to us and is reasonable to enable us to exercise our rights and perform our functions or obligations in connection with the Trial (the “Use”), and you grant or must procure the grant of royalty free and non-exclusive and revokable licences to us and our subcontractors listed in Schedule 1, for the Use of the Existing Intellectual Property and the New Intellectual Property for the purposes described in this Agreement.
- 7.4. You warrant and undertake to ensure that the Use by us of any Existing Intellectual Property and/or New Intellectual Property in accordance with this Agreement will not infringe the rights of any third party.
- 7.5. You agree to defend, indemnify, and hold harmless us from and against any liability or loss (including, without limitation, any legal costs) incurred by us as a result of, or in connection with, our Use of Existing Intellectual Property and New Intellectual Property.

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## 8. Confidentiality

- 8.1. You must clearly identify to us, in writing, which information you provide to us you consider to be confidential information and provide clear reasons why you regard such information to be confidential (“your confidential information”).
- 8.2. ACCS may disclose information where required by law
- 8.3. Subject to clause 8.2, we will protect your confidential information as we do our own commercially sensitive information.
- 8.4. During the term of the Trial and for so long as your confidential information remains confidential in nature and not available to the public, we will not use or disclose your confidential information



without your prior written consent: (i) other than to provide Feedback or other support in connection with the Trial to you or to fulfil any of our functions or obligations, including as set out in this clause 8; and/or (ii) unless permitted or required to do so by law, statutory directions, court orders or government regulations; and/or (iii) unless otherwise permitted under these this Agreement.

- 8.5. We may use information obtained from you (including your confidential information) to help develop and provide guidance, policies and resources (on an anonymised basis) to the Australian Government and the public. This includes the preparation of the Report which will be made public and support with policy development, the preparation of consultation papers, calls for evidence or other functions of the government in preparation for or the conduct of legislative change.
- 8.6. We may disclose your confidential information to such of our employees, agents, consultants, advisors or representatives (including any members of the Stakeholder Advisory Board, the Ethics Committee, and the ACCS Impartiality Committee) to the extent that such disclosure is reasonable in relation to the Trial, including for us to provide Feedback, and for the purposes set out in this clause 8, provided always that such employees, agents, consultants, advisors or representatives are made aware of and comply with the obligations of confidentiality under this Agreement.
- 8.7. We may disclose any information received from or relating to you, including your confidential information, to any regulator or public body in Australia or elsewhere, where such disclosure by us is made for the purposes of: (a) verifying any claim made by you when applying for the Trial; (b) facilitating the performance of our or their functions; or (c) complying with any specific legal or regulatory obligation.
- 8.8. The Australian government is bound by the Freedom of Information Act 1982 and as such can be asked to disclose certain information that we hold on their behalf, which could include any information that you have provided to us relating to you and/or connected in any way with your involvement in the Trial. We will endeavour to let you know if we are asked to share any information that relates to you and will consider relevant exemptions from disclosure where appropriate, but subject always to the absolute discretion of the Australian Government.
- 8.9. Should you receive any confidential information belonging to us, you will keep that information confidential and only use it for the purpose for which it was provided to you. You will protect that confidential information as you do your own confidential information. At any time, at our request you shall securely return or securely destroy our confidential information in your possession or control. For the avoidance of doubt the results of the Trial, until published by us are confidential information.
- 8.10. The obligations in this clause 8 shall continue during the term of this Agreement and for so long afterwards as that confidential information remains confidential in nature and not available to the public.

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## 9. Communication

- 9.1. We may also, at our discretion, make public anonymised, aggregated information on the Trial and its participants.



- 9.2. Your involvement in the Trial does not represent an approval or endorsement by us of you or your Method. Neither you nor anyone acting on your behalf may make any statement or announcement, either expressly or by implication, that suggests that we have approved, endorsed, or otherwise accepted that you or your Method complies with regulatory requirements as a result of your involvement.
- 9.3. You are not permitted to communicate to any third party the results of the trial before they have been formally published by us.
- 9.4. The parties acknowledge that the Trial will be taking place in a live environment with members of the public participating. The parties therefore recognise and agree that information or details relating to the functioning of the trial will be made available to members of the public participating in or considering participating in the Trial or who become aware of the trial as a result of its operation. Any such disclosure or communication is permitted and shall not be a breach of this Agreement.
- 9.5. Following your exit from the Trial, whenever or howsoever arising, we reserve the right to publish a statement or report summarising your involvement in the Trial, including the outcomes of your time in the Trial. Where reasonably possible, we will seek your input on the drafting of this statement and/or report and will seek to take such input into account, but for the avoidance of doubt, we retain the right, acting entirely in our own discretion, to publish the statement and/or report and to determine its contents, as well as a right to determine timescales for its publication.
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## 10. Privacy and Data Protection

- 10.1. Participant must ensure compliance with data protection laws, including the Privacy Act 1988 (Cth).
- 10.2. ACCS will process personal data in accordance with its privacy policy.
- 10.3. Both parties agree to implement appropriate technical measures to safeguard personal data.
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## 11. Conflict of Interest

- 11.1. Participant must disclose any conflicts of interest during the application process or as they arise.
- 11.2. You acknowledge and undertake to discuss at the application stage, and as and when one may arise, any actual or potential conflict of interest (“conflict of interest”). Such a conflict of interest may arise, for example, from any connections or associations that you or any of your employees may have with individuals that work for us, which may include:
- 11.2.1. spouses, partners, children, parents or other relatives;
  - 11.2.2. business partners, employees, managers or directors; and/or
  - 11.2.3. any of our staff or contractors who is employed by you, appointed to your board, or who has a substantial interest in you.
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11.3. As a parallel internal process, we will declare any potential conflicts of interest on the project website as soon as reasonably practicable after they become apparent to us. You must raise any objections to the action we have decided to take to manage such conflicts within 21 days of their publication. If you do not object, you agree that the action taken is appropriate and you will not raise concerns about the impact of the conflict unless that action has not been followed.

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## 12. General Provisions

- 12.1. Notwithstanding that the parties may not be situated in the Australian Capital Territory, the applicable law and jurisdiction of the courts shall be that of the Australian Capital Territory.
- 12.2. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with the law of ACT. You and we irrevocably submit to the jurisdiction of the ACT courts.
- 12.3. This document constitutes the entire agreement between the parties.
- 12.4. Your involvement in the Trial does not create a joint venture, co-ownership, partnership or agency relationship between you and us. Neither you or us will have the authority to incur, assume, or create, orally or in writing, any liability, obligation, or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, the other.
- 12.5. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf both parties. Where any such variation of this Agreement cannot be agreed or you do not comply with the amended agreement, we retain the right to end your participation in the Trial with immediate effect.
- 12.6. General words within this Agreement must not be given a restrictive meaning simply because they are followed by particular examples intended to be embraced by the general words.
- 12.7. Only you and we have rights under this Agreement. A person who is not a party to this Agreement, has no rights to enforce it or enjoy any benefits under it.
- 12.8. You acknowledge that you have not relied on any representation made by or on behalf of us which is not set out in this Agreement. If there is any conflict between other correspondence or discussions and the clauses of this Agreement, the clauses of this Agreement will prevail.
- 12.9. Remedies under this Agreement are cumulative and may be exercised concurrently or separately.
- 12.10. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement without modifying the remaining provisions.
- 12.11. Any waiver or relaxation, either partly or wholly, of any of the Agreement shall be valid only if it is communicated to the other in writing and expressly stated to be a waiver, and shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.



12.12. Any formal notice to be given under the Agreement shall be in writing and may be served by personal delivery, recorded post or, e-mail to the address of you or us (as applicable) set out in this Agreement, or such other address as you or we have notified to other for formal notices. Notices shall be deemed served on the next working day after delivery. An email shall be deemed delivered when sent unless an error message is received or, where an out of office message is received, on the date the out of office message states the recipient is to return.

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### Signatures

For ACCS:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Participant:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## Schedules

Schedule 1: Subcontractors

Schedule 2: Practice Statement

Schedule 3: Privacy Policy

### Schedule 1 - Subcontractors

The following companies are subcontractors to ACCS, and should be considered as sharing the same rights and obligations as accorded to ACCS under this Agreement

- [KJR](#) (K.J Ross & Associates PTY LTD); ACT & NSW, AU [ABN: 11 079 218 652](#)
- [Holding Redlich](#) (N A Ackroyd and Others); NSW, AU [ABN: 15 364 527 724](#)
- [Koliya Group](#); NSW, AU [ABN: 60 301 899 055](#)
- [Prof. Toby Walsh](#) – University of New South Wales; NSW, AU [ABN: 20 392 053 118](#)
- [Heartburst](#) PTY Ltd ATF the Heartburst Trust; VIC, AU [ABN: 18 609 317 152](#)
- Freelance Graphic Designers: Lisa Ellinger, AU; Aino Am, AU; Jo Carter, UK
- [Solicab Limited](#) (Manchester, UK) [Company number: 14838279](#)
- [Illuminate Tech Ltd](#) (London, UK) [Company number: 15269594](#)



## Schedule 2 – Practice Statement

This is the latest version of the practice statement stored in the Trial’s website form software on the date of this agreement, or if it is not yet submitted, the first version to be submitted after the date of this agreement. Any subsequent version of the practice statement submitted on the Trial website shall only be deemed to replace this with the approval in writing of the Project Director.



## Schedule 3 - Privacy Policy

Avid Certification Services Limited (UK Company Number 14865982), KJR (KJ Ross & Associates PTY LTD); ACT & NSW, AU, and other providers (together, the **Age Assurance Technology Trial (AATT) Providers**) and their related and associated bodies corporate (**us, we, our**) maintain a policy of strict confidence concerning your (**you, your**) personal information (**Privacy Policy**).

The AATT Providers have been appointed to test a range of age assurance solutions, including age analysis, artificial intelligence (AI) based estimation, parental consent/control, and identity document verification. This Site has been established for the purpose of the AATT.

This Privacy Policy has been developed in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**). The Privacy Policy applies to the collection, storage, use and disclosure by us of your personal information in relation to the AATT. This Privacy Policy applies to information provided to us whether via <https://ageassurance.com.au/> (**Site**) or any other means and sets out how we will comply with the Australian Privacy Principles under the Privacy Act.

Although we will comply with this Privacy Policy in respect of information provided to us by persons under the age of 18 years, those persons must obtain the consent of a parent or guardian prior to using the Site and the parent or guardian will be responsible for appropriately supervising the person's use of the Site. If you have any further questions or if you wish to receive more information on our information practices and Privacy Policy, please contact our Privacy Officer at [privacy@accscheme.com](mailto:privacy@accscheme.com); Unit 321B Broadstone Mill, Broadstone Road, Stockport, SK5 7DL, UK.

### 1. Collecting personal information

#### 1.1 Types of personal information collected

The types of personal information we collect will depend on the age assurance solution being tested to verify your age and how you are participating in the AATT.

In respect of all technologies that we test, we will collect your date of birth as a month and year. We will also collect this data for the purpose of recruiting you to participate in the Trial. We will collect other personal information from you according to the kinds of age assurance technology we are testing. The types of information we collect, and the purposes for which we are collecting it, include but are not necessarily limited to:

#### **Demographic Information**

Type of information	Purpose
Date of Birth as a month and year	To check if the technology accurately determines a user's age.
Gender	To assess performance differences across genders.
Skin Tone	To evaluate whether technology works equally well across different skin tones.
Ethnicity	To check for any unintended impacts based on ethnicity.

#### **Biometric Data**

Type	Purpose
Face Image	To test age estimation systems that analyse facial features.
Face Videos	To test age estimation systems that analyse facial features.
Voice Recordings	To test age estimation systems that analyse voice characteristics.
Hand Gesture Video	To test age assurance systems that analyse hand dexterity and movement.



**Typing Pattern** To test age assurance systems based on typing behaviour.

**Environmental Data (Mystery Shopper Testing Only)**

<b>Type</b>	<b>Purpose</b>
<b>Device Make</b>	To ensure technologies work across different devices.
<b>Sensor Quality</b>	To test if sensor quality affects accuracy.
<b>Wearing Attributes (e.g., glasses)</b>	To test whether worn items impact accuracy.
<b>Network Conditions</b>	To test if internet speed affects performance.
<b>Image Lighting</b>	To evaluate how lighting impacts face recognition.
<b>Audio Quality</b>	To test if background noise affects voice-based age estimation.

**Other Personal Data**

<b>Type</b>	<b>Purpose</b>
<b>Bank Name</b>	To check if online banking checks accurately verify age.
<b>Email ID</b>	To test whether age can be inferred from email records.
<b>Marriage Certificate</b>	To check if government documents can verify age.
<b>Income Tax Certificate</b>	To assess the use of official records for age verification.
<b>Attributes from Personal ID (e.g., Passport, Driver’s Licence)</b>	To verify identity as part of age checks.

If it is reasonable and practical to do so, we will collect personal information directly from you. This will take place when you interact with our Site or otherwise interact with us regarding your participation in the AATT.

*1.2 Sensitive information*

We will not collect any sensitive information from you revealing your political opinions, religious or philosophical beliefs, or trade union memberships. However, we will collect sensitive information that includes biometric information where we are testing age assurance technology that involves the use of biometric data to verify age such as facial or voice-based age estimation technology. Where we are testing the effectiveness of such technologies we may also collect details as to your ethnic origin, race or any disability to ensure that the age assurance solutions are inclusive and accommodate these individual differences.

*1.3 How we collect this information*

As we are testing a range of age assurance solutions, the ways we collect your personal information will include the following:

- where we are testing a parental consent or control systems, we may collect information from your parent or guardian via a survey.
- where we are testing age assurance systems through an automated process, we will collect the necessary information via a survey as well as a series of data collection sessions. The survey will be used to collect basic identity and demographic information that will be needed as per section 1.1 of this privacy policy. The data collection sessions will involve inviting test participants to sessions, which may take place at KJR offices or located locally to the test subjects, for example at schools. The data collection equipment will first need to be set-up, depending on the type of data being collected. For example, if images of test subject faces or recordings of their voice are required, a



camera or microphone will be set up. Factors such as necessary lighting conditions or microphone positions will need to be considered in this process. Each test subject will then go through the data collection process, where the necessary data will be captured, checked for quality, anonymised or pseudonymised as necessary and to the extent that is feasible, and then stored.

- Where we are testing parental consent or control systems or age assurance systems via manual usability and acceptance test (also referred to as 'mystery shopper testing') we will collect information via a survey during the testing process. We will use an automated data capture technique to capture contextual information such as the device used, the operating system and version, the time taken to complete an age check, etc.

We will not collect personal information unless the information is reasonably necessary for or directly related to one or more of our functions or activities. If we are unable to collect the personal information we reasonably require we may not be able to facilitate your participation in the AATT. Your participation is voluntary at all times.

We may also collect personal information from third parties such as the subcontractors engaged to deliver the AATT or from publicly available sources of information. All personal information that we collect is reasonably necessary for the purposes relating to the provision of the AATT and testing a range of age assurance solutions as outlined above.

#### *1.4 Unsolicited information*

If we are provided with personal information about you that we did not ask for and we determine that we could have collected this information from you had we asked for it, we will notify you as soon as practicable. This notice will be given unless to do so would be in breach of an obligation of confidence. If we could not have collected this personal information, we will lawfully de identify or destroy that personal information.

## **2. Use and disclosure of information**

We may use personal information about you for the primary purpose of facilitating the AATT and for other purposes for which you would reasonably expect us to use that information, including to search for participants, facilitate your participation in the AATT, test the various age assurance solutions, evaluate findings and produce reports and recommendations on the findings of the AATT. Wherever practicable, your data will be anonymised and a data minimalist approach will be adopted. Your data is also collected for the purposes of improving the functionality of the Site.

In order to deliver the AATT, we may disclose your personal information to other organisations that also engaged to deliver the trial such as data science experts, legal providers, independent evaluation experts, design and visualisation experts, and subject matter experts in the areas of age assurance, industry engagement, safety regulation, ethics and data. A list of the subcontractors engaged on the AATT can be found at <https://ageassurance.com.au/project-team/>. We take reasonable steps to ensure that these organisations are bound by privacy obligations in relation to the protection of your personal information. We may provide certain information about you including your personal information to our related bodies corporate.

## **3. Cookies**

When you visit the Site the server may attach a "cookie" to your computer's memory. A "cookie" assists us to track and store information about your usage of the Site and the pages that may be of most interest to you.

We may use cookies from time to time to:



1. monitor your usage of our Site;
2. improve your experience on our Site;
3. provide you with better service when you use our Site;
4. authenticate your access to our Site via user registrations; and
5. recognise you when you return to our Site.

Our Site creates a personal record of your use of the Site, links the information collected through cookies to any personal information you provide and may be used to identify you.

If you choose, you should be able to configure your computer so that it disables “cookies” or does not accept them. However, please note by disabling cookies, your user experience may be affected and you might not be able to take advantage of certain functions of the Site.

#### **4. Direct marketing**

We do not intend to use your personal data for direct marketing.

#### **5. Accuracy of your information**

We take all reasonable steps to ensure that your personal information held by us is accurate, up-to-date, complete, relevant and not misleading. If you believe that any of your personal information is not accurate, up-to-date, complete, relevant and not misleading, please contact us (see below) and we will take all reasonable steps to correct it within a reasonable time.

#### **6. Disclosure of Information Overseas**

We are a resident company of the United Kingdom. Your personal information overseas may also be transferred to certain of our service providers for the purposes of the AATT and we have contractual mechanisms in place with them to protect your personal information. Those providers include:

- visualisation and graphic designers who may need to access your data for the purposes of designing reports and presentations;
- subject matter experts in the areas of age assurance, global industry engagement, global online safety regulation and ethics and data, who may need to access your data for the purpose of advising on the AATT

All of the above providers are also situated in the United Kingdom.

#### **7. Your consent**

By your use of the Site or your participation in the AATT you consent to the collection, storage, use and disclosure of your personal information in accordance with this Privacy Policy and as otherwise permitted under the Privacy Act.

#### **8. Storage and security**

We will use all reasonable endeavours to keep your personal information in a secure environment, however, this security cannot be guaranteed. The AATT providers use privacy-preserving systems wherever possible. If we are storing your information it will be assigned a unique code, which may include a suffix indicating the specific type of information being collected. For example, identifiers may be structured as AATT0333\_Name, AATT001\_Passport, or AATT1234\_PhoneNumber. This approach pseudonymises information while maintaining traceability for validation purposes. These security measures are designed to ensure your personal information is not subject to unauthorised access, loss or misuse. If you



reasonably believe that there has been unauthorised use or disclosure of your personal information, please contact us (see below).

If we no longer need your personal information, unless we are required under Australian law or a court or tribunal order to retain it, we will take reasonable steps to destroy or de-identify your personal information in accordance with our document and information retention policy. To the extent possible, your data will be securely destroyed or de-identified upon the conclusion of the AATT.

Despite the reasonable steps taken to keep information secure, breaches may occur. In the event of a security incident, we have in place procedures to promptly investigate the incident and determine if there has been a data breach involving personal information, and if so, to assess if it is a breach that would require notification. If it is, we will notify affected parties in accordance with Privacy Act requirements.

## 9. Variation and consent to variation

We may vary the terms of this Privacy Policy at any time. You should check this Privacy Policy regularly so that you are aware of any variations made to this Privacy Policy.

## 10. Access to information we hold about you

If you request access to the personal information we hold about you, we will respond to your request within a reasonable period of time and, where reasonable and practicable, give access to the information in the manner you request. This will be subject to any exemptions allowed under the Privacy Act. You may request this information by sending an email to us at [privacy@accscheme.com](mailto:privacy@accscheme.com)

We may charge a reasonable fee for providing that information where this is provided for under the Privacy Act.

When contacting us you have the option to either not identify yourself or to use a pseudonym. However, this will not apply if it is impracticable for us to communicate with you that way or we are required or authorised under Australian law (or a court or tribunal order) to only deal with individuals who have identified themselves.