

Terms and Conditions

AMEB Online Orchestra 2021

The terms and conditions set out below constitute a binding agreement between Australian Music Examinations Board Limited ACN 102 374 587 (**AMEB**) and the person accessing, using, uploading material to or viewing the AMEB Online Orchestra website or social media channels.

1. DEFINITIONS

In these Terms,

AMEB Online Orchestra Film means the final end product of the "AMEB Online Orchestra" project, which is intended to be a collection of thousands of videos collated into one film of approximately 4 minutes duration which will be published by AMEB on the internet (eg, YouTube) and will be available to be viewed globally.

Performer means each individual appearing in the video submitted by the Registering Adult to the Australian Music Examination Board (AMEB) for potential use in the AMEB Online Orchestra Film; and

Registering Adult means any individual, who must be at least 18 years old, who submits a video for the AMEB Online Orchestra Film, and who may be a Performer or a teacher, parent or guardian of a Performer or several Performers.

2. TERMS

- a) The person who submits a video for the AMEB Online Orchestra Film must be a Registering Adult and must agree to these Terms.
- b) Submission of a video as part of the AMEB Online Orchestra Film project constitutes acceptance of and compliance with all terms, conditions, notices, policies and disclaimers contained in these terms and conditions and anywhere else in the AMEB website (Terms). **BY SUBMITTING A VIDEO, YOU ARE DEEMED TO ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT SUBMIT A VIDEO.** AMEB reserves the right to change the Terms at any time.

3. VIDEO SUBMISSIONS

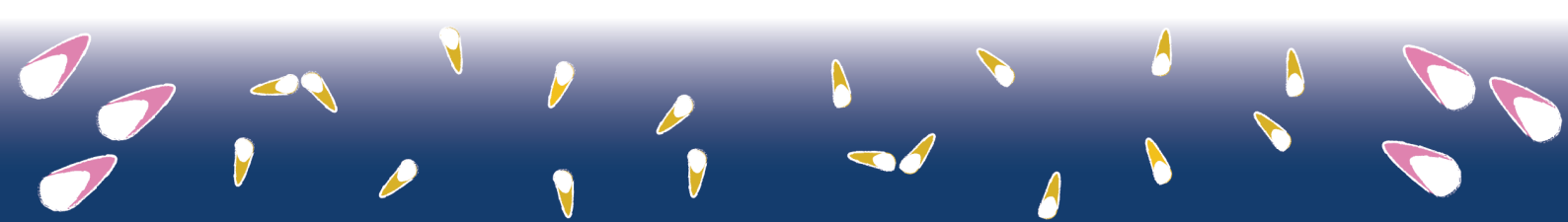
- a) Each Performer (and, if applicable, the Registering Adult on behalf of each Performer) gives permission for AMEB to use the submitted video/s in the AMEB Online Orchestra Film and each acknowledges and agrees that some or all of the content of the submitted video may be visible in the final film.
- b) By submitting a video, the Registering Adult and each Performer (and, if applicable, the Registering Adult on behalf of each Performer) acknowledges and agrees that they will receive no payment or other valuable consideration whatsoever in connection with any use of the video by AMEB.



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- c) If any Performer is representing a school, each Performer (and, if applicable, the Registering Adult on behalf of the Performer) warrants that permission has been obtained from the Performer's school for the Performer to appear in the AMEB Online Orchestra Film.
- d) The Registering Adult warrants that consent has been obtained from each Performer and, if applicable, the parent/guardian of each Performer, for the Performer to appear in the AMEB Online Orchestra Film.
- e) AMEB may include the Performer's name (and/or school name) in the list of credits displayed at the end of the AMEB Online Orchestra Film.
- f) Each Performer (and, if applicable, the Registering Adult on behalf of each Performer) consents to excerpts from the Performer's video and any still photograph or other material submitted to AMEB in relation to the Performer's video being used by AMEB in any marketing material or publicity relating to the AMEB Online Orchestra Film.
- g) The Registering Adult and each Performer (and, if applicable, the Registering Adult on behalf of each Performer) consents to be contacted by media organisations concerning the Performer's participation in the AMEB Online Orchestra Film.
- h) No Performer may wear any clothing with visible labels or branding in the video submitted to AMEB. Any video with overt advertising may not be included in the AMEB Online Orchestra Film (audio may still be used).
- i) AMEB may elect in its absolute discretion not to use any video (or to edit any video in its absolute discretion) submitted to it in relation the AMEB Online Orchestra Film.
- j) The Registering Adult confirms and warrants to AMEB that it has the authority to take any action purported to be on behalf of any Performer under these Terms.

4. LICENCE

- a) Each Performer and the Registering Adult (and, if applicable, the Registering Adult on behalf of each Performer) grants to AMEB a non-exclusive, worldwide, perpetual and irrevocable licence (with the right to sub-license) to use, modify and exploit any intellectual property rights that the Performer or the Registering Adult may have in any of the materials submitted to AMEB.
 - b) Each Performer (and, if applicable, the Registering Adult on behalf of each Performer) hereby waives any and all moral rights (as defined in the Copyright Act 1968) the Performer may have in connection with any of the materials submitted to AMEB and consents to the infringement of any such moral rights.
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5. DISCLAIMER

- a) Except where expressly stated, AMEB makes no representations about the content or suitability for any purpose of the information contained in AMEB's website. It is provided 'as is' without any express or implied warranty or guarantee of any kind. To the extent permitted by law, we specifically disclaim any warranty or guarantee of title, merchantability, fitness for a particular purpose and non-infringement.
- b) Neither we nor any of our employees, agents or third-party content providers or licensors warrants that AMEB's web site will be uninterrupted or error-free. We will not be liable for any interference or damage you may suffer in connection with your use of the web site or submission of any videos, including any damage caused by computer viruses, malicious computer code or any other form of interference.
- c) AMEB's website may contain hyperlinks to internet web sites operated by third parties (e.g., associates and affiliates of AMEB such as AMEB State Offices). AMEB is not responsible for the contents of any linked web site or any hyperlink contained in the linked web site. The inclusion of any link does not imply any endorsement of the linked web site by AMEB. Any link within AMEB's web site, which connects to a third- party web site is used entirely at the user's own risk. AMEB does not endorse or in any way adopt representations made by advertisers on or proprietors of a third-party web site or any linked web site, nor are any offers made by such advertisers on or proprietors of the web site also made by AMEB.

6. BREACH

- a) Without limiting other remedies available to AMEB at law, equity or under these Terms, AMEB reserves the right without notice to the Registering Adult or a Performer and in its sole discretion to (being exercised acting reasonably and having regard to the circumstances) issue a Registering Adult or Performer with a warning, and/or restrict the activities of a Registering Adult or Performer or exclude a Registering Adult or Performer from participation in the AMEB Online Orchestra Film if they breach these Terms.

7. GOVERNING LAW

- a) These Terms constitute the entire agreement between any user and AMEB and will be governed by the Laws of Victoria, Australia. If any part of these Terms are found to be invalid or unenforceable by a court of law, it will be severed and will not affect the remainder of these Terms, which will continue in full force and effect. All rights not expressly granted are reserved.

8. PRIVACY

- a) AMEB collects your personal information in order to manage the AMEB Online Orchestra Film project and to otherwise facilitate our dealings with you. AMEB may be unable to involve you in this project if you do not provide the personal information we have requested.
- b) AMEB may disclose your personal information to certain third parties such as its State Offices, service providers (such as video producers) or as otherwise authorised by you. If your video is included in the AMEB Online Orchestra Film, your personal information, including your name and photograph, may also be disclosed in the credits of that film.
- c) Your personal information may be disclosed to overseas recipients where persons located overseas access the AMEB Online Orchestra Film after it is uploaded to the internet.
- d) AMEB's Privacy Policy contains information about how you may access your personal information held by AMEB and, if required, seek correction of such information. It also contains information about how you may complain to us about a breach of the Australian Privacy Principles and how AMEB will deal with such a complaint.

9. COPYRIGHT

- a) You are welcome to perform Morning Star and Evening Star at non-commercial and unpaid events between now and September 30 2021.
- b) Any ticketed, commercial performances of Morning Star and Evening Star taking place before September 30 will need to be registered with APRA AMCOS.
- c) Any future performances of the work, after September 30 (ticketed or otherwise) will need to be registered with APRA. No additional licence is required.

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