

# PERTH FESTIVAL

## TERMS & CONDITIONS – DESIGN SCHOOL

1. These terms and conditions apply to Design School program (“Design School”) run by PERTH INTERNATIONAL ARTS FESTIVAL LIMITED trading as Perth Festival (“The Festival”) (ABN 85 631 934 677) at The University of Western Australia, M418, 3 Crawley Avenue, Crawley, WA 6009. By accepting a place in the program, entrants are deemed to have accepted these terms and conditions.
2. Perth Festival will at its sole discretion determine successful entrants to participate in the program. No discussion or negotiation will be entered into, nor reasons provided by Perth Festival as to the reasons for the selection. Perth Festival will notify the successful entrants by email or phone on or around Thursday 26 November 2020.
3. Successful entrants will comply with the timeframes set by Perth Festival for the program including;  
Design School Activities: 15 January – 1 March 2021
4. Perth Festival will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person’s negligence) in connection with this program or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
5. Participants will be responsible for the costs associated in participating in Design School including, but not limited to, any transportation to and from venues. Perth Festival will try to support participants with transport, on a case by case basis, if they have issues getting to and from Festival events.
6. Questions in relation to these terms or the program can be directed via email to [connect@perthfestival.com.au](mailto:connect@perthfestival.com.au)

## PHOTOGRAPH/VIDEO/AUDIO/INTERVIEW RELEASE

7. Photographs and/or video recordings and/or audio recordings and/or interviews may be made of Participants. Transcripts may be made from video recordings and/or audio recordings and/or interviews. Participants in photographs and/or video recordings and/or audio recordings and/or interviews will not be identified by name unless agreed to between them and Perth Festival.
8. The photograph and/or video and/or audio and/or interview will be used for a range of purposes, but principally for use in materials produced by the Perth Festival. This may include, but is not limited to, magazines, brochures, leaflets, podcasts, websites and other electronic media.
9. From the date that they are taken, photographs and/or videos may be used in Festival materials. Photographs and/or video recordings and/or audio recordings may be stored in The University of Western Australia’s digital library on behalf of Perth Festival.
10. The photographs and/or video recordings and/or audio recordings may also be used by other third parties external to the Festival for promotion of the Festival or our relationship with these parties. The Festival accepts no responsibility whatsoever for the use of the photographs and/or video recordings and/or audio recordings by any of those third parties. The Festival is unable to offer any compensation or fee for its, or a third party’s, use of your photographs and/or video recordings and/or audio recording, but will make reasonable endeavours to ensure that they are used for the promotion of the Festival.
11. By reading and accepting the terms and conditions of the program, you are acknowledging the intended uses (above) and giving your permission for the photographs and/or video recordings and/or audio recordings and/or interview to be reproduced without limitation. You also agree not to seek payment from the Festival or The University of Western Australia and release the Festival from any and all liability associated with the use the photographs and/or video recordings and/or audio recordings and/or interview as set out in this agreement.
12. I agree to all Terms and Conditions as set out above, and I agree that the Participant can be photographed and/or videoed and/or audio recorded and/or interviewed on behalf of Perth Festival. I understand that

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photographs, video, audio recordings and interview may be used by the Festival, The University of Western Australia and by other third parties in accordance with the above.

## **PARENT/GUARDIAN REQUIREMENTS**

13. Selected entrants aged under 18 years must ensure they have the permission of their parent/guardian before participating. The parents/guardians of successful entrants aged under 18 will be required to accept the terms and conditions on behalf of the Participants.