

# TERMS & CONDITIONS

HELD ANNUALLY THROUGH JULY, AUGUST & SEPTEMBER

A non-competitive, inspirational  
and educational event

**Updated:** January 2020

The following terms and conditions apply to all schools which choose to enter an ensemble or ensembles in any Australian School Band and Orchestra Festival (ASBOF) event or associated activity.

Schools are deemed to have agreed to these Terms and Conditions by clicking the 'Agree to Terms and Conditions' button when confirming school contact details upon entering the password protected member login area of the ASBOF site at the start of each annual entry period. If you are responsible for your school agreeing to these Terms and Conditions and you have not seen this part of the Entry Process you should contact the General Manager immediately.

Any school which is unable to agree to these Terms and Conditions should contact the Australian School Band and Orchestra Festival General Manager before proceeding with the entry.

**Please note:** there are also a separate set of Music Entry Conditions of which Music Directors should be aware.

## 1.0 Use of Images

- 1.1 The ASBOF recognises that the use of student and school images on platforms such as websites and social media can be a matter of some sensitivity for schools, families and individuals.
- 1.2 The ASBOF understands that interested parties will wish to take photos and recordings of performances. To that end ASBOF does not prohibit the recording of school performances by school personnel and family members directly associated with the school which is performing.

All schools participating in the Australian School Band and Orchestra Festival acknowledge that:

- 1.3 Official photographers may be engaged by the Festival to take images and recordings for official and marketing use.
- 1.4 The ASBOF will appoint a nominated ASBOF personnel to take official photographs and recordings of school performances.
- 1.5 Official photographers will be clearly identified.
- 1.6 These images and recordings will be stored on devices under the control of the ASBOF.
- 1.7 Schools wishing not to have images of their performers used in ASBOF promotional material should inform the ASBOF General Manager.
- 1.8 The ASBOF does not prohibit the recording of school performances by school personnel and family members.
- 1.9 The Australian School Band and Orchestra Festival Ltd retains the possession and ownership of all digital and analog images taken by Official photographers and these images cannot be bought or sold for other purposes.
- 1.10 Official photographers are not left unsupervised with children or have individual access to children.
- 1.11 It is the responsibility of each individual school to make the Festival organisers aware of any circumstances which would prevent a child from being photographed while attending any Festival event.

- 1.12 The Festival will provide details to parents, carers and legal guardians about who to contact if they have concerns or complaints regarding the use of inappropriate images or inappropriate behaviour in taking or publishing images.

## **2.0 Code of Conduct**

The Australian School Band and Orchestra Festival provides an open, welcoming and safe environment for everyone participating in our programs.

The Australian School Band and Orchestra Festival is committed to providing a child-safe environment and welcomes any advice or guidance from participating children, parents and volunteers as to how we might best achieve this goal.

All schools participating in the Australian School Band and Orchestra Festival acknowledge that:

- 2.1 All participating staff and students are aware of and agree to abide by the relevant ASBOF Code of Conduct.
- 2.2 All parents and any other persons attending as audience members are aware of and agree to abide by the relevant ASBOF Code of Conduct.

## **3.0 Copyright (APRA/AMCOS Information)**

- 3.1 Schools entering students into this event acknowledge that their school is covered by three blanket licences:
  - 3.1.1 APRA Schools' Licence: Public Performance of copyright music
  - 3.1.2 AMCOS Schools' Licence: Photocopying and reproduction of copyright music
  - 3.1.3 APRA/AMCOS/ARIA Schools' Licence: Music recordings and access
- 3.2 These licences are administered through a school's peak governing body. For information on whether your school is currently licensed please contact: [print@apra.com.au](mailto:print@apra.com.au)
- 3.3 Under the photocopying licence schools are able to make a limited number of photocopies per original score that they own. All copies made for adjudicators are required to be submitted with the official ASBOF Music Info Cover Sheet which confirms that the school named on this form certifies the copy has been made from their own published edition of the musical work, in reliance of Clauses 10.8 and 18 of APRA/AMCOS "A Practical Copyright Guide to the Use of Print Music in Australia" Third Edition, 2006.
- 3.4 The photocopy will be destroyed by the Australian School Band and Orchestra Festival at the conclusion of the performance.

## **4.0 Changes to these Terms and Conditions**

- 4.1 The Australian School Band and Orchestra Festival reserves the right to modify these Terms and Conditions from time to time. All participating schools are advised to refer to these Terms and Conditions prior to performing at each Festival event.
- 4.2 If we change these Terms and Conditions we will post the changes at [www.asbof.org.au](http://www.asbof.org.au)

### ***End of Terms and Conditions***