

## 2018 VIRTUOSITY TERMS AND CONDITIONS

### **1.0 GENERAL**

- 1.1 “2018 Virtuosity” refers to the Live Audition Round, Semi-Final, Grand Final, Percy Grainger Youth Orchestra rehearsals and other media and mentoring commitments. “MYO” refers to Melbourne Youth Orchestras. “Participant” refers to 2018 Virtuosity competition applicants invited to compete in the live audition, semi-final and/or grand final rounds.
- 1.2 By participating in 2018 Virtuosity, each participant agrees to these Terms and Conditions. MYO may, in its discretion, refuse to award any prize to any participant who fails to comply with these Terms and Conditions.
- 1.3 MYO reserves the right to request applicants to nominate an alternative work for performance if, for any reason, the original choice is considered unsuitable for performance.
- 1.4 Should MYO’s ability to present 2018 Virtuosity or ability to deliver the prize/s to the prize winner/s of 2018 Virtuosity in any way be prevented, MYO may, at its discretion, cancel 2018 Virtuosity and recommence it at another time under the same conditions.
- 1.5 The finalists will be selected by the panel in consultation with MYO. This decision is final and no correspondence will be entered into.
- 1.6 The recipient of the MYO Perpetual Trophy prize and subsequent prizes will be selected during the concert, by the nominated panel members.
- 1.7 The winner of any previous year’s competition will not be able to apply participate in 2018 Virtuosity on their previous instrument.
- 1.8 No component of the prize can be transferred. In the event that any of the prizes become unavailable due to circumstances beyond MYO’s control, MYO reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.
- 1.9 MYO makes all effort to ensure the accuracy of information at the time of printing however all details are subject to change. In the event of an alteration to the program, MYO will inform all participants in writing, via email, at the earliest possible juncture.

### **2.0 COMMITMENT**

- 2.1 All semi-finalists must consider the commitment required, including attendance of the semi-final, and, should they be selected as a finalist, all rehearsals with Percy Grainger Youth Orchestra, the Grand Final Performance and all other media and mentoring commitments.
- 2.2 Participants in 2018 Virtuosity may be asked to feature in additional activities, including (but not limited to) video interviews, publicity and event photo shoots, social media and recorded mentorship.

### **3.0 REHEARSALS**

- 3.1 Other than in exceptional circumstances, all leave requests must be submitted with as much notice as possible and no less than ten (10) days’ prior to the date in question. This assists the Ensemble Conductor in planning rehearsals and minimising disruption to the ensemble.
- 3.2 Leave will only be approved for:
  - a. sickness (a doctor’s certificate may be required);
  - b. compassionate grounds (family illness, death, wedding etc.);
  - c. study (study leave will normally only be granted at certain times of the year, eg, when vital examinations are imminent, and it will not be granted if the participant plans social activities within the same weekend);
  - d. school activities which are made compulsory by the school or where the school dates have been published before MYO dates.
- 3.3 Leave can only be requested via email through the MYO office at [myo@myo.org.au](mailto:myo@myo.org.au). As a courtesy to the Conductor and other players, you must always notify MYO Administration as soon as possible if you are absent due to illness.
- 3.4 In the case of unexpected illness, participants must notify MYO Administration by phoning the MYO mobile after 8:30am on the day of rehearsal: 0417 124 486.
- 3.5 Unapproved absences without any notification may result in a disqualification from 2018 Virtuosity, with the position being offered to another semi-finalist.

### **4.0 INSTRUMENTS**

- 4.1 All participants must have their own instruments, with the exception of percussionists and pianists.

- 4.2 Participants are responsible for ensuring the care of their own instruments during MYO's activities and events and MYO strongly advise participants to insure their instruments against loss/damage.
- 4.3 MYO does not accept responsibility for damage to participants' instrument/s at MYO activities and events or during transport to and from MYO activities and events.

## **5.0 HEALTH AND SAFETY**

- 5.1 All enrolling participants are required to notify MYO of any pre-existing medical conditions using the 2018 Virtuosity Medical Statement form. Information contained will be kept confidential and will only be divulged in the event of a medical emergency to First-aid or professional medical personnel.
- 5.2 By enrolling in an MYO program, you authorise MYO in the event of an injury or illness occurring during activities, to obtain on behalf of the participant and at the participant's expense, any medical treatment as may be considered appropriate by MYO.
- 5.3 Participants are expected to project a positive image of MYO at all times, treating all fellow participants and staff with respect, understanding that bullying, physical or verbal, or other types of abuse are considered unacceptable by MYO.
- 5.4 Participants are expected to refrain from consuming alcohol during any assignment or engagement for MYO, formal or informal. Any participant found to be in possession of or affected by drugs, including alcohol, will be instantly dismissed from the 2018 Virtuosity events.
- 5.5 MYO does not provide insurance for performing participants but does carry Public Liability Insurance.
- 5.6 It is expected that participants remain within the venue grounds during all rehearsals and concerts unless written permission is supplied to MYO. MYO will advise in advance participants' dismissal times and locations.
- 5.7 Participants under the age of 18 who travel from MYO activities with a parent/guardian must be collected on time after MYO activities. MYO takes duty of care responsibilities seriously and will remain onsite until each participant has been collected. Please ensure that you collect your child on time, or advise us if there are any delays.
- 5.8 MYO is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in 2018 Virtuosity, or for any technical error that may occur in the course of administration. MYO assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 5.9 To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into 2018 Virtuosity or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit and the Prize Winner's failure to comply with the terms and conditions (if any) specified by any third party.

## **6.0 MEDIA / IMAGE CONSENT**

- 6.1 By participating in 2018 Virtuosity, you are consenting to MYO filming, recording and/or photographing groups and/or individuals for promotional, marketing and other purposes associated with the Program.
- 6.2 This material may be used for (but not limited to) future publications, video content, MYO website, MYO advertising, or in concert programs or information booklets.
- 6.3 By participating, you agree and permit MYO and its nominees to use any footage, recording, image or likeness and that MYO has no liability or obligation of any nature to make payments at any time in respect of the footage, or any literary, dramatic, musical works or sound recordings created by the participant in the course of their participation with MYO.
- 6.4 You consent to MYO and its nominees without limitation using, reproducing, exhibiting, editing, adapting, compiling with other works or materials, transmitting, broadcasting, publishing and distributing any original works or images in any media and any territories at its discretion. You agree that ownership of any intellectual property rights and all works derived from or created during the program vests in Melbourne Youth Orchestras.