

Media Design School Ltd

GRADUATION TERMS AND CONDITIONS

In registering for a graduation (“**Event**”), hosted by Media Design School Ltd (“**MDS**”), all participants herein referred to as (“**Applicants**”) agree that these terms and conditions form part of the conditions of entry to the Event and will be deemed to be read and understood by the Applicant upon time of entry into the Event.

Event Name: 2023 Graduation

Event Date: 14 April 2023

Event Location(s) and Time(s): ASB Waterfront Theatre - 3.00pm

Registration: 1:45pm

1. Information on how to register for the Event forms part of these Terms and Conditions.
2. The registration process opens on 12:00pm NZST on 6 March 2023 and closes at 12:00 NZST on 24 March 2023 (“**Registration Period**”).
3. All Applicants that receive a formal invitation via email to their student email address (“**Email Invitation**”) are eligible to register to attend the Event. MDS reserves the right to revoke any graduation invitations at their discretion.
4. To register, Applicants must during the Registration Period comply with the following (when applicable):
 - (a) Submit their Registration to confirm attendance online via the link supplied in their Email Invitation.;
 - (b) All Event registrations are deemed to be received at the time of receipt by MDS and not at the time of transmission by the Applicant;
 - (c) All Event registrations must be received with the Registration Period as confirmed in the Email Invitation. No late registrations will be accepted.
 - (d) MDS reserves the right to request the Applicant to provide proof of age and identity (when applicable).
 - (e) The event is free and requires no payment

General

5. Any Applicant that does not formally RSVP to the Email Invitation will graduate in absentia and their testamur will be mailed to them. The Applicant must ensure they supply their correct postal address to the Student Administration team prior to the end of the Registration Period.
6. MDS reserves the right to refuse an Applicant entry to the Event. Any persons whose behaviour is carried out in a manner deemed inappropriate by MDS including but not limited to being noisy, drunk, threatening or unruly will be asked to leave the premises.
7. At the time of registration, MDS provided the most recent information available and the Applicant accepts that the content and/or the delivery of the Event can change beyond the control of MDS. MDS will not take any responsibility for any errors, omissions and changes to the program or content of the event. MDS

reserves the right to make changes as it deems necessary without penalty.

8. MDS reserves the right to update these Terms and Conditions without notice to the Applicant.
9. MDS cannot control all content published or disseminated at the Event. You may find other Applicants' or participants' communications, graphics, audio files or other information inappropriate, offensive, harmful or inaccurate, however you alone are solely responsible for your interaction with other Applicants and agree to act responsibly and exercise caution, common sense and safety while in attendance at the Event.
10. Any visa requirements (if applicable) remain the sole responsibility of the Applicant and their respective guests.
11. Media Design School Ltd is arranging this application process and is working in conjunction with each of its related bodies corporate including Torrens University Australia Ltd ACN 154 937 005 and Think: Colleges Pty Ltd ACN 050 049 299.

Cancellation and Deferral

12. All cancellations must be notified to MDS at least 14 business days before the start date of the Event.
13. Cancellations and deferrals less than 14 business days prior to the Event will not be accepted.
14. Applicants that wish to defer their graduation date to the next graduation ceremony must do so via the Email Invitation and prior to the RSVP date. A request for a deferral of an Event will be granted once per Applicant only.
15. Cancellations will not be deemed to be processed until you have written confirmation from MDS. If you have not received acknowledgement within two (2) business days, please contact MDS at events@mediadesignschool.com. If the cancellation is not received in writing, the registration will not be cancelled and full registration will still there.
16. Online registration received by MDS is considered to be confirmed by the Applicant. No tentative bookings will be accepted.

Photography and Recording

21. The Applicant irrevocably authorises and grants MDS the right to the following with regards to any physical and virtual Events:

22. Record me (picture and voice) on photographs, film and/or video tape, for audio and visual production purposes (herein referred to as **the “Recording”** of which definition is considered to be in this clause 21):
 - a) edit the Recording into a photo gallery / short film / webinar (which may include other recordings and material);
 - b) use my name and likeness, voice or other information concerning me; and
 - c) screen or place online (including on social media) the Recording.
23. The Applicant hereby releases MDS from any infringement or violation of personal and / or property rights of any sort whatsoever based upon the use of the Recording.
24. The Applicant acknowledges that MDS owns and shall own all rights, title and interest (including copyright) in the Recording.
25. The Applicant further acknowledges that MDS is not obliged to use the Recording.
26. The Applicant further understands that they will receive no monies for this Recording.
27. While under no obligation to do so, MDS will consider any reasonable request not to use or to stop using a particular Recording. Such requests should be made in writing to events@mediadesignschool.com
28. Should the Applicant not agree to any of the above, please contact MDS at events@mediadesignschool.com at least two weeks prior to the event.

Privacy

29. Any data collected for marketing purposes from this Event will be strictly in accordance with the *Privacy Act* 1988.
30. MDS has a comprehensive Privacy Policy that shall be followed for any information provided to MDS
31. Specifically, your contact details will be used to compile an Applicant list that will be used by MDS and third-party event organisers; venues and accommodation providers for the purpose of room bookings (if applicable); sponsors; catering; SMS reminders; event communications and parties associated with related events. If you are a speaker, your presentation documents may be loaded to the MDS website or provided to Applicants to view after the Event.
32. Should you not wish for your details to be used for these purposes, please contact MDS, legal@torrens.edu.au at least two weeks prior to the Event.

Indemnity

33. Should, for any reason outside the control of MDS, the venue or speakers change or the Event be cancelled, MDS will endeavour to reschedule. In this instance the Applicant will indemnify and hold MDS harmless from and against any and all costs, damages and expenses. MDS does not accept responsibility for, and the Applicant indemnifies MDS against, any costs, charges or fines incurred by the Applicant in the process of attending the Event.
34. MDS, its directors, employees, servants, agents and affiliates shall not be liable for any Applicant's loss, damage, liabilities, claims or expenses whatsoever arising out of or referable to the Event.

Force Majeure

35. Neither party shall be liable in damages or have the right to sue for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government restrictions (including the denial or cancellation of any export or other necessary

license and restrictions that may arise to COVID-19), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Entire Agreement

36. Subject to any amendments specified in subsequent Event order forms or terms and conditions, the Event registration form and these terms and conditions constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements in relation to the Event.
37. These terms are governed by the laws applicable in New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand and any court competent to hear appeals from any of those courts.