

# Sound Performers Site User Agreement and Terms and Conditions

Thank you for visiting the website [soundperformers.com](http://soundperformers.com) (**Website**). These Terms and Conditions govern your use of the Website. By accessing and/or using this Website and related services, you agree to these Terms and Conditions, which include policies referenced in these terms (such as our Privacy Policy (**Terms**)). You should review our Privacy Policy and these Terms carefully and immediately cease using our Website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means the University of Western Australia (ABN 37 882 817 280).

## Disclaimers

The content made available on the Website is for the purpose of helping musicians to optimise their full potential through gaining understanding of how the body and mind work in practice and performance (**Program**).

This program has been developed as a holistic approach to the prevention of performance-related occupational health injuries. It is provided for educational and information purposes, and should not be used as a substitute for medical or health advice provided by an appropriately qualified health professional.

The program includes exercises developed to prevent injury. These exercises are intended to be carried out in accordance with the accompanying instructions. However exercise of any kind is not without risks and may result in injury if not done properly, or if done by any person with an existing injury or medical condition. If you have any existing injury or medical condition, you should consult an appropriately qualified health professional before starting the program. If you develop any physical discomfort as a result of performing any exercise, you should stop immediately and consult an appropriately qualified health professional.

Unless otherwise indicated, all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website are owned by The Australian Office of Learning and Teaching (OLT) and licensed to us from OLT or from third parties.

Your use of this website and use of and access to any content does not grant or transfer any rights, title or interest to you in relation to this website or the content. However we do grant you a licence to access the website and view the content for your personal, educational purposes and not for any commercial purpose.

Any reproduction or redistribution of this website or the content without our permission is prohibited and may result in civil and criminal penalties. In addition, you must not copy the content to any other server, location or support for publication, and reproduction or distribution is expressly prohibited. All other use, copying or reproduction of this website, the content or any part of it is prohibited, except to the extent permitted by law.

Proceeding to use the course indicates you have read the full Terms and Conditions and Privacy Policy before starting the course.

**YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR PROGRAM ON THIS WEBSITE IS AT YOUR OWN RISK.**

We will use reasonable efforts to maintain the security of the Website but we are not responsible for loss arising from any unauthorised access to your personal information. There may be times when we cannot provide access to the Website although we will use all reasonable efforts to enable you to have access.

We can only take responsibility for the reliability of data and information that is within our control. We are not responsible for transmissions of any computer virus or other unwanted programs or information resulting from or associated with your use of the Website.

We are not responsible for the accuracy or content of information or material which we provide to you which you edit, amend, alter or provide in a different form from that on the Website.

#### Disclaimer of Student-University Relationship

Nothing in these Terms or otherwise with respect to your access to this Website or the Program: (a) establishes any relationship between you and the University or its affiliated institutions; (b) enrolls or registers you in the University, or in any course offered by the University; or (c) entitles you to use the resources of the University beyond participation in the Program.

You may reference the Program in your records (including curriculum vitae) as follows: "Sound Performers, a non-award short course that is open to the public, created by the University of Sydney and the University of Western Australia".

### **1. 1. Registration, Fees & Accessibility**

#### **Registration and Access**

**Individual subscribers:** Registration and participation on the Website is restricted to persons who:

1. are over 18 years of age; or
2. are over 13 years of age and possess parental or guardian consent to participate on the Website.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person over the age of 13 years and under the age of 18 (a **Minor**) to register as a member and create an account, you agree to:

- exercise supervision over the Minor's use of our Website and account;
- assume all risks associated with the Minor's use of our Website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our Website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our Website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

If you are over the age of 13 years and under the age of 18 years we may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our Website and your account on this basis.

You may need to be a registered member to access our products and/or services or certain features of our Website. When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and agree not to disclose the user name and password to any person and are responsible for all use and activity carried out under this user name. If you register an account with us, you may not have more than one active account, and your account is non-transferable. You agree not to share your access privileges with any person or organisation.

When you register and activate your account, you will provide us with personal information such as your name, email address or telephone number and other registration details. You must

ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

You may update or edit your account at any time through the Website. If you choose to use a workplace email address for your account or workplace facilities to access the Website, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.

**Institutional subscribers:** If you are a business, not for profit organisation, library or educational institution and would like access for multiple users to the Website, we may authorise such access. Please contact [suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au). The institutional subscriber will undertake all necessary authentication and verification processes to ensure that its users are authorised to access the Website. For the purposes of these Terms, "Authorised Users" are persons with a current, authenticated affiliation to the institutional subscriber. This includes full- and part-time students and employees and, affiliated or visiting researchers and independent contractors, and other individuals who have permission to use the public computers on the subscribing institution's campus. The institutional subscriber is responsible for maintaining the list of IP addresses of all Authorised Users and must ensure that its email address and other registration details are kept up to date.

If the institutional subscriber becomes aware of unauthorised access to the Website content, it will notify us immediately and cooperate in locating and attempting to stop the specific individuals who are accessing the Website without authorisation. If the unauthorised user(s) cannot be identified or stopped, we have the right to withhold, suspend, or terminate access to any or all content of the Website without liability.

**Use and Access:** You may access and use the Website pursuant to these Terms solely for your personal, non-commercial use. Any other use requires prior written consent from us, which we may grant or withhold in our absolute discretion. Users of the Website are responsible for their own computer/device technology and Internet service. You are responsible for all connection, access or data fees, and for installing, maintaining, and operating your own equipment. We are not responsible for any problems caused to or by your equipment, including any virus or related problems with your use of the Website. We make no warranties or interpretations that the Website, its content and program information will meet your requirements.

#### **Fees, payment and subscription renewal**

You may need to be a registered member and pay access fees to access some of our products and/or services or activate certain features of our Website. We will charge you, and you agree to pay, the fees for use of the products and/or services as advertised on the Website at the time of your order and any other fees and charges set out in these Terms. Unless otherwise stated, all fees are quoted in Australian Dollars.

It is your responsibility to provide valid payment details, and ensure that your payment details are up to date. You are responsible for paying all fees and applicable taxes in a timely manner through a Credit Card Account. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and we reserve the right to change any fees at any time at our sole discretion. Any change, update, or modification will be effective immediately upon posting on this Website. Unless specified otherwise in clause 4, all fees and charges are non-refundable.

When your order for a subscription product or service is accepted, we will supply that product or service for a subscription period of 12 months. You will receive a tax invoice prior to the anniversary of your subscription. You may renew your subscription by paying the renewal fee shown on the tax invoice prior to or up to 30 days after the due date shown on the invoice, you will maintain continuity of benefits and access to the products and services that form part of your subscription. If you do not pay the tax invoice within 30 days after the due date shown on the tax invoice, your subscription will automatically terminate and you will lose access to benefits and to the products and services. If you wish to resume access to benefits and products and services, you will be required to commence a new membership.

## **2. Collection of Information**

We collect personal information about you in order to respond to your enquiry, process your registration to courses in the Sound Performers catalogue, provide you with course access and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you. We may also disclose your personal information to recipients that are located outside of Australia, including to academic research partners located in Canada, the United States, the United Kingdom, the Netherlands, South Africa and New Zealand.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us: [suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

## **3. Accuracy, completeness and timeliness of information**

The information on our Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our Website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this Website. You should monitor any changes to the information contained on this Website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the Website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if errors occur in the information on the Website or if that information is not up-to-date.

## **4. Cancellation of Subscriptions and Refunds**

### **Cancellation**

You may notify us at any time if you wish to cancel your digital subscription by contacting:  
[suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au)

When you provide us with notice of your intention to cancel your subscription, the cancellation will become effective at the next renewal date of your subscription. As a result of the notification of your intention to cancel, you will not incur any future charges after the next renewal date of your subscription. You will continue to have the same access and benefits until your cancellation takes effect.

### **Refunds**

We do not generally offer a refund or credit on a purchase unless required under Australian Consumer Law or other relevant consumer protection laws. We will assess refund or credit requests on their merits. Please note that refunds will only be issued in the following circumstances:

- If we have failed to deliver with due care and skill the products and/or services as advertised at the time of purchase or subscription; or

- a credit that relates to an overpayment.

Refunds will *not* be provided where you have:

- changed your mind;
- found the products and/or services at a lower cost somewhere else;
- decided you did not like the purchase; or,
- have no use for the products and/or services.

## 6. Your rights

Your use of the Website is subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that services must be rendered with due care and skill and must be reasonably fit for the purpose contemplated. IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT AND OTHER LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER REGULATION 2010 ARE EXPRESSLY EXCLUDED WHERE PERMITTED, INCLUDING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION.

## 7. Linked sites

Our Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## 8. Intellectual Property Rights

Unless otherwise indicated, all rights, title and interest (including copyright, designs, patents, trade marks and other intellectual property rights) in this Website and in all of the material (including all text, graphics, logos, audio and software) made available on this Website (**Content**) are owned by The Australian Office of Learning and Teaching (**OLT**) and licensed to us from the OLT or from third parties. Authors of some of the Content on this Website retain moral rights in their works.

The Content is protected in Australia and internationally by the law of copyright, moral rights, trade mark, equity, common law and other legislation such as the *Competition and Consumer Act 2010*.

Your use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Website or the Content. However we do grant you a licence to access the Website and view the Content for your personal, educational purposes and not for any commercial purpose on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this Website or the Content without our permission is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of this Website, the Content or any part of it is prohibited, except to the extent permitted by law. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain. You can help us by asking for permission to use the material or reporting anything you think breaches these Terms to us at [suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au).

## 9. Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using the Website in a manner or way, or post to or transmit to or via the Website, any material which interferes with other users, our employees or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Website;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting material that could otherwise violate any law, relevant standards or codes or that may infringe the right (including intellectual property rights such as copyright and moral rights) of a third party.
- posting or transmitting to this Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
- making fraudulent or speculative enquiries, purchases or requests through the Website;
- tampering with or hindering the operation of the Website;
- knowingly transmitting any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Website;
- using any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Website;
- deciphering, decompiling, disassembling, or reverse engineering any of the software on the Website, or in any way used or downloaded from the Website;
- modifying, adapting or translating any portion of the Website;
- using any of the software on the Website, or downloaded from the Website, to create a competing product;
- removing any copyright, trade mark or other proprietary rights notices contained in or on the Website;
- reformatting or framing any portion of the web pages that are part of the Website;
- creating accounts by automated means or under false or fraudulent pretences;
- using the Website to violate the security of any computer or other network or engage in illegal conduct;
- taking any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- using the Website other than in accordance with these terms and conditions; or
- attempting any of the above acts or engage or permit another person to do any of the above acts.

## 10. Communications with Us

If we allow you to post any information, blogs, comments, survey responses or any user generated content to our Website (**Communications**), we have the right to take down this information and Communications at our sole discretion and without notice. We may use anything you transmit to us or post on the Website for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting.

The views and opinions expressed on this Website are not necessarily our views, our opinions or the opinions of the OLT. We do not necessary agree or endorse any of your Communications and/or Communications of any third party on this Website. We take no responsibility and assume no liability for any content posted by you or any third party. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate;

that use of the content you supply does not breach the Terms and will not cause injury, loss or damage to any person or entity.

## **11. Termination**

We may immediately suspend, terminate or limit your access to and use of the Website and (where relevant) your account if you breach these Terms and:

1. the breach cannot be remedied; or
2. you fail to remedy the breach within 10 days of our notice to you of that breach; or
3. if there is an emergency or we need to perform some maintenance on the Website.

We can immediately cancel your subscription to a product or service at any time by giving you written notice if, for example, there are changes in law or circumstance relating to the ongoing availability of that product or service. If we do that, we will refund to you, on a pro-rata basis, any part of the subscription fee that you have already paid that relates to the unused portion of that subscription.

## **12. Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this Website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this Website will be secure.

We do not warrant the Content of this Website complies with the laws of any country outside of Australia. If you access this Website from outside of Australia, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with us.

We reserve the right to restrict, suspend or terminate without notice your access to this Website, any Content, or any feature of this Website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **13. Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Website and/or the information or materials contained on it, or as a result of the inaccessibility of this Website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

To the extent permitted by statute, the liability, if any, of the University arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of goods or services other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, shall at the University's option be limited : (a) in the case of goods: (i) replacement of the goods or the supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired; and (b) in the case of services: (i) resupply of the services; or (ii) payment of the cost of resupplying the services.

## **14. Indemnity**

You agree to indemnify us and to keep us indemnified for any claim, demand, injury, direct or indirect damage, loss or cost, liability,, right of action or claim for compensation in contract, under statute or in tort (including negligence) made against or suffered by us in connection with your use of the Website, your breach of Terms or your breach of any rights of third parties.

## **15. Jurisdiction and governing law**

Your use of the Website and these Terms are governed by the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that state.

## 16. Notice

You agree that we may issue any notice to you as required by these Terms by emailing you at the email address you provided to us when you registered to receive products and/or services from us. You agree that delivery to your email address as notified to us will be an effective form of service. You agree to keep your personal information provided to us on registration, current and up to date.

## 17. Contact us

If you have concerns, questions about these Terms or Privacy Policy, concerns or complaints or if you wish to report any act in breach of these Terms, you may contact us: [suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au).

# Privacy Policy

In this Privacy Policy, 'us' 'we' or 'our' means The University of Western Australia (ABN 37 882 817 280). We are committed to respecting your privacy. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.

By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy and any other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

Personal information includes information or an opinion about an individual that is reasonably identifiable. For example, this may include your name, age, gender, postcode and contact details.

## Information We Collect

Collection of information will occur at the time you provide details to us or our authorised agents or, in the case of electronic services, when you use our electronic services to obtain information or transact with us. We may collect the following types of personal information:

- name;
- mailing or street address;
- email address;
- telephone number and other contact details;
- age or date of birth;
- credit card information;
- your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services and respond to your enquiries;
- any additional information relating to you that you provide to us directly through our website **soundperformers.com** (**Website**) or indirectly through your use of our Website or online presence or through other websites or accounts from which you permit us to collect information;
- information you provide to us through online research surveys. These surveys are entirely voluntary and you can easily decline to participate. Where required, we will use a collection notice or privacy statement that deals specifically with that collection, including



a description of the purposes for which we will use the personal information collected in that instance. No personal information will be included in any research without the consent of participants who can opt in or out at their discretion; or

- any other personal information that may be required to facilitate your dealings with us.

By giving us this information, you consent to your information being collected, used, disclosed, and stored by us, only as described in our Terms of Use and Privacy Policy.

### **How do we collect information?**

We may collect these types of personal information either directly from you, or from third parties. We may collect this information when you:

- register on our Website;
- communicate with us through correspondence, chats, email, or when you share information with us from other social applications, services or websites;
- interact with our sites, services, content and advertising.

We may get more information about you, like name, age, and participation in social media websites, by searching the Internet or querying third parties. We only collect data that's publicly available or provided by a third party according to its terms of use.

### **Use and Disclosure of Your Personal Information**

We may collect, hold, use and disclose your personal information for the following purposes:

- **To enable you to access and use our Website and our services.** This includes disclosing information to third parties that help us deliver our services (including information technology suppliers for the operation of the Website, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all our services and/or products to you.
- **To promote use of our services.** For example, if you leave your personal information when you visit our Website and don't sign up for any of the services, we may send you an email asking whether you want to sign up. If you use any of our services, and we think you might benefit from using another service we offer, we may send you an email telling you about it.
- **To bill and collect money owed to us.** This includes sending you emails, invoices, receipts, notices of arrears, and alerting you if we need a different credit card number.
- **To enforce compliance with our Terms of Use and applicable law.** This may include developing tools that help us prevent violations.
- **To provide customer support.** This includes sending you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you.
- **To protect the rights and safety of our customers and third parties, as well as our own.**
- **To meet our legal requirements** such as complying with court orders
- **To prosecute and defend a court, arbitration, or similar proceeding and enforce agreements with third parties.**
- **To support and improve the services we offer.**
- **To communicate with you about your account** for informational, not promotional, reasons.
- **To send you informational and promotional content.** You can stop receiving our promotional emails by contacting us using the details set out below or by following the unsubscribe instructions included in every email.

### **To whom do we disclose your personal information?**

We may disclose personal information for the purposes described in this Privacy Policy to:

- our employees and related bodies corporate;

- third party suppliers and service providers (including providers for the operation of our websites and/or our business or in connection with providing our products and services to you). We may need to provide third party contractors and service providers with access to your personal information in order to assist us to operate our business or to provide a service to you (e.g. service providers that assist us to send out our mail/email to customers, provide IT services including support of our IT systems, undertake data analysis and analytics, undertake research). If we engage such contractors and service providers to handle personal information, we require these organisations and service providers to agree to keep your information secure, use it only for the purpose for which it has been provided, handle it in accordance with our directions and return it to us or destroy all copies of it when they have finished, unless they are required by law to retain it. The information held by the University's third party services providers will be used and disclosed in accordance with the terms of the service contract.
- payment systems operators (e.g. merchants receiving card payments). We may use third parties for secure credit card transaction processing, and we may send billing information to those third parties to process your orders and credit card payments;
- our existing or potential agents, business partners or partners;
- our sponsors or promoters of any competition that we conduct via our services;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorised by you to receive information held by us; and/or
- other persons, including the Department of Education and Training and other government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

### **Disclosure of personal information outside Australia**

For academic research purposes and to improve the Website, we may disclose your personal information to recipients that are located outside of Australia, including to academic research partners located in Canada, the United States, the United Kingdom, the Netherlands, South Africa and New Zealand. We will, however, take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the provisions of the Acts.

#### Using our Website and cookies

When you use the Website, we store "cookies", which are strings of code, on your computer. We use those cookies to collect information about when you visit the Website, your browser type and version, your operating system, and other similar information. You may turn off cookies that have been placed on your computer by following the instructions on your browser, but if you block our cookies, it may be more difficult (and maybe even impossible) to use the Website.

### **Security of personal information**

We may hold your personal information in either electronic or hard copy form. We take reasonable steps to protect your personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we use a number of physical, administrative, personnel and technical measures to protect your personal information. For example, when your personal information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or de-identify personal information pursuant to the law and our record retention policies.

### **Links**

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those websites.

## **Accessing or correcting your personal information**

You can access the personal information we hold about you by contacting us using the information below | contact us function. Sometimes, we may not be able to provide you with access to all of your personal information and, where this is the case, we will tell you why. We may also need to verify your identity when you request your personal information.

If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

## **Making a complaint**

If you think we have breached the Acts, or you wish to make a complaint about the way we have handled your personal information, you can contact us using the details set out below. Please include your name, email address and/or telephone number and clearly describe your complaint. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take.

## **Contact Us**

For further information about our Privacy Policy or practices, or to access or correct your personal information, or make a complaint, please contact us using the details set out below:

Suzanne Wijsman, Sound Performers Administrator

Conservatorium of Music, M413, University of Western Australia Crawley, WA 6009 Australia

[suzanne.wijsman@uwa.edu.au](mailto:suzanne.wijsman@uwa.edu.au)

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**Effective:** 15 March 2024