



APPLYING TO PLAY WITH RAY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

The Play with Ray contest is an exciting skill based competition and collaboration between violinist Ray Chen and the Sydney Symphony Orchestra. Apply now to have the opportunity to play violin with Ray Chen in Sydney. By applying for Play with Ray, applicants agree to be bound by these Terms and Conditions and the decisions of the Jury and/or Sydney Symphony Orchestra, which are binding and final on matters relating to this contest. Play with Ray is subject to all applicable federal, state and local laws.

Three winners (one for each movement) will be invited to Sydney, NSW, Australia to play violin with Ray Chen and the Sydney Symphony Orchestra.

ELIGIBILITY

Open to all non-professional/amateur violinists, of any nationality and any age, where permitted by law.

Employees of the Sydney Symphony Orchestra (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of the Sydney Symphony Orchestra or Ray Chen, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win.

Amateur violinist is defined as any person whose primary income is not generated by performing the violin professionally.

HOW TO APPLY

Applications must be completed online at sydneysymphony.com/playwithray

Applicants must upload a high quality video recording of the Bach Double Violin Concerto to youtube.com and complete all required application fields in order to be considered.

Applicants may choose to apply for one, two, or all three movements. Each movement requires a separate video and application.

Applications or video recordings that are not complete or do not adhere to these terms and conditions may be disqualified at the sole and complete discretion of the Jury. Applicants may only enter once. There is no fee required or purchase necessary to apply.

If the violinist is under eighteen years of age as of the date of submission (a "Minor"), the Minor MUST have a parent or legal guardian submit the application and video submission on the Minor's behalf. This of-age parent/legal guardian will register as the applicant, and may be asked to show proof that s/he is the parent or legal guardian of the Minor and authorized to bind the Minor to the terms of these Terms and Conditions. Any application known by the Sydney Symphony Orchestra to be submitted by a Minor will be immediately disregarded and that Minor will be disqualified from Play with Ray.

DEADLINE

Applications and video submissions must be received by **5:00pm AEST on Friday, February 3, 2023**. Late applications or video submissions beyond the deadline date will not be accepted.

PARTICIPATION, TRAVEL AND CONDITIONS FOR CLAIMING PRIZE

The three winners will be contacted in late April 2023 and announced publicly early July 2023. The Jury will be composed of Ray Chen and select musicians and staff of the Sydney Symphony Orchestra. All decisions of the Jury will be final. The Jury shall have sole and complete discretion regarding all applications, video recordings, finalists and winner. Finalists will be notified via email and must confirm their acceptance. Finalists may also be required to execute and return an affidavit of eligibility, and a liability release.

By participating in this competition, you represent and warrant that you are eligible to participate and able to provide the proper identification and travel documents (if applicable) to travel to Sydney, Australia. All finalists will be solely responsible for obtaining the necessary travel documents in order to travel to Sydney at their own cost. Any finalists under the age of eighteen must be accompanied by a parent or legal guardian.

If such affidavits of eligibility and liability releases, and travel documents are not returned within the specified time period, or if Sydney Symphony Orchestra is unable to contact a potential finalist or a potential finalist is not in compliance with these Terms and Conditions, the potential finalist may be disqualified and, at Sydney Symphony Orchestra's sole discretion, an alternate finalist selected.

All finalists will receive one round-trip economy airfare from their place of residence to Sydney, hotel accommodation in Sydney, ground transportation to/from all competition related activities in Sydney, and a per diem, all provided by the Sydney Symphony Orchestra. For finalists under the age of eighteen, the Sydney Symphony Orchestra will cover an additional round-trip economy airfare from their place of residence to Sydney, hotel accommodation in Sydney, ground transportation to/from all competition related activities in Sydney, and a per diem, for a parent or legal guardian. Any alternative or additional accommodation and related expenses are the finalists' sole responsibility.

Sydney Symphony reserves the right to share information about the applicants, finalists and winner with partner organisations. All federal, state and local taxes and all other costs associated with participating in Play with Ray, including but not limited to transportation, meals, souvenirs, and gratuities are the sole responsibility of the finalists.

Sydney Symphony Orchestra reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the competition. Sydney Symphony reserves the right, in its sole discretion, to disqualify any applicant who tampers or attempts to tamper with the application process or any part thereof. Sydney Symphony reserves the right, at its sole discretion, to photograph, record, film, stream or broadcast any part of the competition.

RIGHTS TO SUBMISSIONS

Sydney Symphony Orchestra shall retain all ownership rights in all applications and video submissions. By submitting an application and video submission, the applicant hereby grants to Sydney Symphony Orchestra, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable licence to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the application and video submission for any purpose whatsoever, throughout the universe. For the avoidance of doubt, without limiting the generality of the rights granted to Sydney Symphony Orchestra, these rights include, without limitation, the absolute right to edit and/or alter any application and video submission; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of the video submission.

GOVERNING LAW

THESE TERMS AND CONDITIONS, YOUR ACCESS TO AND USE OF THIS WEBSITE AND YOUR APPLICATION AND PARTICIPATION IN PLAY WITH RAY WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW SOUTH WALES, WITHOUT REGARD TO CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES (WHETHER OF THE STATE OF NEW SOUTH WALES OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

INDEMNITY

To the fullest extent permitted by applicable law, you will indemnify and hold harmless Sydney Symphony Orchestra, the Sydney Symphony Orchestra, Ray Chen and each of its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Indemnified Parties") from and against all claims, damages, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to or use of our website (including the uploading, posting, or transmission of any videos, information or other materials); (ii) your participation in the Play with Ray competition; (iii) any Feedback you provide; or (iv) your violation of these Terms and Conditions, including all terms incorporated by reference.

This indemnity obligation includes paying for the Indemnified Parties' attorneys' fees and other costs of investigating and defending claims, and the costs of enforcing the indemnity obligation. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Sydney Symphony Orchestra.

RELEASE

The Indemnified Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, applications or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the competition, the processing of applications, the announcement of the prizes or in any competition-related materials. Indemnified Parties are also not responsible for any incorrect or inaccurate information, whether caused by other applicants, entrants or site users, tampering, hacking, or by any equipment or programming associated with or utilized in the competition. Indemnified Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this competition or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the competition or website or who are in violation of these rules, as solely determined by Sponsor, will be disqualified and all associated applications will be void. Should any portion of the competition be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of applications, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the competition and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect applications received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Applicants, by participating, agree that the Released Parties will have no liability whatsoever for, and shall be held harmless by applicants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, including any travel/activity related thereto or participation in this competition.

COVID-19 SPECIAL CONDITIONS

To protect the health and wellbeing of the SSO staff, contractors, volunteers and audience, the winning applicants must comply with the following requirements:

- (a) **Quarantine:** If the applicant is required by Australian law to quarantine in order to perform the obligations under this Agreement, the applicant must complete such quarantine prior to the first rehearsal specified under Clause 3. If the applicant is required to undertake quarantine in a hotel, the SYDNEY SYMPHONY ORCHESTRA agrees to pay the room fee for the hotel for the required duration of the quarantine.
- (b) **Vaccination status:** The applicants must be fully vaccinated against Covid-19, meaning the applicant meets the definition of a 'fully vaccinated person' under the NSW Government public health orders (as amended or replaced from time to time) issued under the Public Health Act 2010 (NSW) and applicable at the time the Services under this Agreement are to be delivered. Under the current Public Health (COVID-19 General) Order (No 2) 2021, a 'fully vaccinated person' means a person who:
 - (i) has received two doses of a COVID-19 vaccine;
 - (ii) has received one dose of a COVID-19 vaccine for which a single dose is a complete course;
 - (iii) has a medical contraindication certificate issued in a form approved by the NSW Chief Health Officer certifying that because of a specified medical contraindication the applicant cannot have a COVID-19 vaccine; or
 - (iv) has a medical contraindication recorded on the Australian Immunisation Register that prevents the applicant from receiving a COVID-19 vaccine.

- (c) **Evidence of vaccination status:** The SYDNEY SYMPHONY ORCHESTRA may, in its discretion, request to sight evidence of the applicant's compliance with Clause 14.1(b). In the event that such a request is made, the applicant or Agent must provide the SYDNEY SYMPHONY ORCHESTRA with the requested evidence in the manner requested and the SYDNEY SYMPHONY ORCHESTRA may keep a record of the applicant's compliance with Clause 14.1(b), based on such evidence. The applicant consents to the collection and use of health information in accordance with the Collection Notice in Annexure A.
- (d) **COVID-19 testing:**
- (i) If the applicant is required to submit to COVID-19 testing for the purposes of travel, this will be at the applicant's expense.
 - (ii) If the applicant is required to submit to regular COVID-19 testing throughout the term of this Agreement by law (including by a public health order issued under the under the Public Health Act 2010 (NSW)), any cost of such testing will be paid by the SYDNEY SYMPHONY ORCHESTRA.
 - (iii) If the applicant has not received full doses of a COVID-19 vaccine, then the SYDNEY SYMPHONY ORCHESTRA may, at its absolute discretion, require the applicant to conduct regular COVID-19 testing, at the applicant's expense, every 72 hours during the period beginning on the day of the applicant's arrival into Sydney or the day before the first rehearsal (as appropriate), and continuing for the remainder of the Term.
- 14.2 The Agent warrants that, in the event that the SYDNEY SYMPHONY ORCHESTRA makes a request to sight evidence of the applicant's compliance with Clause 14.1(b):
- (a) any information that the Agent provides on behalf of the applicant is true and correct;
 - (b) the applicant has reviewed the Collection Notice in Annexure A; and
 - (c) the applicant has consented to the Agent providing their Vaccination Information to the SYDNEY SYMPHONY ORCHESTRA, as set out in the Collection Notice in Annexure A.

All successful applicants must sign and complete a formal contract and recording release waiver prior to being formally announced as winning candidates.

Sponsor: Sydney Symphony Orchestra

Questions/Contact: playwithray@sydneyssymphony.com

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