



Background

This Agreement establishes the Terms and Conditions upon which LTC Pty Ltd., a company owned by Janison Solutions Pty Ltd (ACN 081 897 494) of c/o Automic Group Pty Ltd, Level 5/126 Phillip Street, Sydney NSW 2000 (Janison) will provide the Products and Services to private student(s) that wish to purchase ICAS Assessments™ products and participate in ICAS competitions. By proceeding to the purchase of a ticket through the website, parents or guardians on behalf of the participating students (also referred to as 'you' throughout this Agreement) acknowledge, understand and accept the terms of use of ICAS Assessments™. If you have any objection to any of these terms of use, you must immediately cease all use of the Products and Services.

LTC reserves the right to amend these terms of use at any time. All amendments to these terms of use will be notified in writing to you or posted online. You acknowledge that it is your responsibility to regularly check for updates to these terms of use. Your continued use of the Products and Services after updated terms of use have been posted will be deemed to constitute your acceptance of those terms of use.

Description of Product

ICAS Assessments™ are designed to recognise and reward academic excellence, students are assessed on their ability to apply classroom learning to new contexts using higher-order thinking and problem-solving skills. ICAS assessments are based on the curricula for the relevant year.

ICAS tests are delivered exclusively in an online format.

General Terms and Conditions

1. Agreement structure

1.1 This Agreement consists of the following documents:

- 1.1.1. These General Terms and Conditions, which apply to all private students participating in ICAS competitions through the LTC testing centre;
- 1.1.2. Any Order placed through the Eventbrite ticketing system;
- 1.1.3. Attachment A – Privacy Collection Statement.
- 1.1.4. Attachment B – COVID-19 Statement.

2. Purchasing Process

2.1 You may only purchase ICAS Assessments™ through LTC if:

2.1.1. The participating student is currently enrolled in an Australian school.

2.1.2. The participating student selects the product year level correspondent to the year level they are currently enrolled in an Australian school.

2.1.3. The school in which the student is enrolled is not participating in the ICAS Assessments™ for the applicable subject they are seeking to participate in LTC testing centre.

2.2 To purchase the Product and Services, you must:

2.2.1. register the student details through the LTC Eventbrite page;

2.2.2. submit an Order through the LTC Eventbrite page.

2.3 ICAS Assessments™ online registrations is on a first-come-first-serve basis. Once a session has reached the maximum capacity for a given subject, it is at LTC's discretion whether open additional sessions will be opened.

2.4 Participating students must ensure they are available to attend at the LTC testing centre on the date(s), and at the and time(s) selected, as changing to an alternate date, and/or time may not be possible due to capacity limitations of LTC testing centre.

2.5 Parents or guardians who purchase the incorrect assessment level, and wish to amend their initial online order, must email exams@LTCtesting.com.au for any changes. LTC cannot guarantee that any amendment request will be accepted.

3. Payment of the Prices and Administrative Fees

3.1 Prices for ICAS Assessments™ and Administrative Fees are set out on the Eventbrite site as at the time of your Order.

3.2 You must pay the Price and Administrative Fees using the online payment portal methods available.

4. Delivery of Products and Services

4.1 LTC will deliver the ICAS Assessments™ to the student at our testing centre at the selected time after payment has been received from you.

LTC will use all reasonable endeavours to ensure that you receive access to the ICAS Assessments™ on the day selected in the Eventbrite registration page.

4.2 All Australian students that participate in ICAS Assessments™ at the LTC testing centre will receive online and printed certificates of achievement.

5. Use of Product and Conduct of Assessments

5.1 Participating students must:

5.1.1. bring their own hardware device to sit ICAS Assessments™. Supported hardware devices include the following:

- (a) Laptop,
- (c) Chromebook,
- (d) iPad,
- (e) Android tablet*.

Note 1: An external keyboard or mouse is not necessary for students using a tablet.

Note 2: The iPad mini is not supported.

Note 4: Devices must be connected to a single screen only.

5.1.2. have hardware with an internet browser and one of the following supported operating systems:

- (a) Mac OSX 10.8+,
- (b) MS Windows 7, 8 and 10
- (c) Chrome OS 38+
- (d) iOS 10.3+
- (e) Android 5+ (running Android System WebView)

5.1.3. bring their own compatible device to complete ICAS Assessments™. LTC testing centre will not be responsible if a student is unable to sit the assessments due to not having a compatible device. Note: mobile phones/smartphones are not considered compatible devices to access ICAS online assessments;

5.1.4. ensure their device is compatible with the ICAS technical requirements, which can be found at <https://www.unswglobal.unsw.edu.au/educational-assessments/support/technical-requirements/>;

5.1.5. only use ICAS Assessments™ through the Janison Insights Platform and for the purposes of participating in ICAS competitions;

5.1.6. use ICAS Assessments™ and the Janison Insights Platform through your unique user account. We are not responsible for any unauthorised activity on your account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities;

5.1.7. not interfere or disrupt any technological protection measures on the Product Platform or in the Product;

5.1.8. not combine, integrate or otherwise use the Product or Product Platform with any other application, device, system or thing if this is not contemplated by the Assessments User Guide or other written instructions of Janison or its Authorised Business Partners;

5.1.9. use the Products and receive the Services and perform their obligations under this Agreement in accordance with all applicable laws (including the Australian Consumer Law and Australian Privacy laws to the extent it applies to the Products and Services).

5.2 The LTC testing centre will provide access to a WIFI network to all students participating in ICAS Assessments™.

6. Intellectual Property

6.1. Janison, its Authorised Business Partners and other third parties own all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform. Nothing in this Agreement transfers any right, title or interest in the Intellectual Property Rights of Janison, its Authorised Business Partners or any other third party to you.

6.2 Students must not produce, transmit, communicate, adapt, distribute, license, sell, modify or publish or otherwise use, any part of the Product or Product Platform without Janison's permission. This material includes, but is not limited to, the design, layout, look, text, appearance, images and the underlying computer code, whether the source code or object code.

6.3 Unauthorised use of the Product or Product Platform or any materials in which intellectual property rights subsist may give rise to a claim for damages or criminal action.

7. Cancellations and refunds

7.1 If LTC is unable to deliver an Assessment during a Sitting Period due to reasons within LTC's reasonable control, LTC will provide the student with another Sitting Period upon a request in writing during the official ICAS testing period.

7.2 Fees paid are non-refundable if a student or parent/guardian decides to withdraw their participation from the ICAS competition.

7.3 In the event that the ICAS competition is cancelled due to the imposition of government regulations, LTC will refund the ICAS booking fee charged to parents/guardians of a student's participation in the relevant Assessment. The refund may take up to 14 days and an administrative fee of \$7.00 will be deducted from the total amount.

8. Personal Information

8.1 Janison will collect students' Personal Information (within the meaning of the Australian privacy legislation for the purpose of:

8.1.1. delivering ICAS Assessments™ to the participating student; and

8.1.2. generating reports.

8.2 With respect to each student who will sit an assessment, LTC will need to collect the Personal Information of the student and disclose such Personal Information to Janison for the purposes set out in clause 8.1.

8.3 When registering to ICAS Assessments™, parents or guardians must provide consent for LTC to collect the student's Personal Information for the purposes set out in clause 8.1. Parents or guardians must read the Privacy Collection Statement – Attachment A of these General Terms and Conditions.

9. Account Set-up Process and Access to the Product Platform

9.1 LTC will set-up the student account and access to the Product Platform on the day of the assessment. Participating students will be granted access to the number of Assessments purchased during the registration period.

9.2 Participating students, parents or guardians will also have access to the reporting platform, once the reports are made available to Australian schools.

9.3 Test Sitzings will be considered to have taken place when a student commences an Assessment, irrespective of whether the student completes the Assessment.

9.4 Student's access to the Product or Product Platform may be suspended or restricted:

- (a) following any breach of this Agreement by the student;
- (b) in order for Janison or its Authorised Business Partners to maintain, update or improve the Product or to rectify technical or other issues affecting the Product or Product Platform; or
- (c) following a Force Majeure Event being any event or incident which interrupts the delivery of the test and over which Janison has no control.

10. Eligibility for medals

10.1 Students enrolled in the LTC testing centre and who sit ICAS Assessments™ during the sitting period are eligible to compete for medals.

10.2 Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS Assessments™, which Janison, in its absolute discretion, judges to be sufficiently meritorious.

10.3 To ensure the integrity of ICAS Assessments™, LTC reserves the right to investigate any fact or matter which it believes may have affected a student's performance or eligibility for a medal.

Attachment A - Privacy Collection Statement

The assessment used is a product of Janison. In order to deliver the assessment Janison (through the LTC testing centre) collects your child's personal information such as their name, date of birth, year level and school when you register your child to sit an assessment in the program. You must ensure that the information is accurate and current. Janison also stores, uses, and modifies the personal information in order to generate reports, conduct research and analysis.

No personal data or information obtained during the delivery of ICAS exams or other assessments, tests or exams conducted in Australia, or in other jurisdictions, is ever transferred overseas or out of the relevant jurisdiction in which the child sits the assessment, test or exam. No personal data relating to students or children which has been acquired either within Australia or overseas is ever shared with third parties. Janison is particularly aware of its responsibility to protect the identity of, and all information relating to, students from disclosure other than as required for completion of the test, exam or assessment process. All personal information and data acquired during the delivery of the ICAS exams and all other assessments, tests or exams conducted by Janison is deleted from all Janison systems immediately upon completion of our contractual reporting to the schools and institutions offering the exams.

If you wish to access or correct your child's personal information or to make a complaint about how we have handled your child's personal information, please contact the school on Privacy Manager by writing to Janison's Privacy Officer at privacy@janison.com or by writing to Legal and Compliance Team, Janison Solutions Pty Ltd, c/o Automic Group Pty Ltd, level 5/126 Phillip Street, Sydney NSW 2000.

Attachment B – COVID-19 Statement

LTC is taking proactive and preventative measures to ensure the health, safety, and well-being of our staff and visitors from COVID-19 (coronavirus) by closely following the Australian Government's Department of Health guidelines and our own in-house COVID-Safe Plan.

Some of the preventative measures followed by LTC include:

- All candidates will be seated a minimum of 4sqm from each other;
- Strict capacity limits will be set for each test room;
- All LTC staff onsite have completed COVID-19 infection control training;
- All LTC staff will wear personal protective equipment (gloves and mask) as recommended by the Department of Health from time to time;
- All desks are sanitized between test sessions;
- All common areas (corridors, bathrooms etc.) are cleaned and sanitised between test sessions;
- All candidates will be temperature checked prior to entry. Candidates with a temperature over 37.5C will not be permitted entry to the test centre;
- Candidates presenting at the testing centre with a temperature over 37.5C will not be entitled to a refund under any circumstances.

Participating students must not attend the test centre if they:

- are experiencing any flu-like symptoms (sore throat, runny nose, persistent cough, shortness of breath, fever);
- have been in close contact with a person who has tested positive for COVID-19 (during the period of time in which the virus is contagious);
- are awaiting the results of a test for COVID-19;
- reside with anyone who is awaiting the results of a test for COVID-19;
- have returned from international travel and failed to observe the government requirement to quarantine for 14 days.