

AUS EDUCATION FOUNDATION LIMITED

SCHOLARSHIP FUND TERMS AND CONDITIONS

This document outlines the Terms and Conditions for donations made and received for student scholarships and awards to be administered by AUS Education Foundation Limited (AUS) through the AUS Education Foundation Scholarship Fund (AUSF). All scholarships and awards will be referred to as 'scholarships' herein.

DONORS

DONATIONS

All donations of \$2 and above are tax-deductible and no more than 5% of the gift is allocated to administrative expenses.

AUS, its board members and staff do not guarantee that the information, or any support and service provided on its website will be uninterrupted or error-free. In no event will AUS, AUSF or any third party providers of any component contained within or used in connection with AUS, nor any officers, board members, staff members or volunteers be liable to donors or any third party for any direct, actual, compensatory, incidental, indirect, special, or consequential damages (even if the damages are caused by the negligence of AUS and or AUS has been advised of the possibility of such damages), arising out of the donor's use of or inability to access the website or arising out of any related services and support, or any content posted, uploaded or otherwise transmitted or communicated on the website (through social media and other collaboration or messaging technology that may be available on the website now or in the future, such as blogs, chat rooms, and other interactive features), including without limitation, (i) loss of revenue or anticipated profits, loss of goodwill, lost business, lost data, computer failure or malfunction, damages or losses resulting from delays or failures in the delivery of messages or communications, or any and all other damages or losses that result from mistakes, omissions, interruptions, deletions of files, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not limited to acts of god, communications failure (such as failure or delays in the internet or telecommunications lines), theft, destruction or unauthorized access to the website's records or programs, and further including, without limitation, (ii) any and all damages or losses of any kind (including each of those types of damages and losses described above) that result from: (a) transactions processed or completed on the website (including inaccurate, faulty, improper or any other financial transactions processed using technology made available on or through the website); (b) any hacking or similar incident involving access to the website or the data residing therein; or (c) any websites, applications or tools accessed or utilized from the website; or (d) any other information, content, products or services accessed on or by means of the website; and (iii) any and all damages or losses of any kind arising from or related to any text, pictures, or other content which is posted, uploaded or otherwise transmitted or communicated on the website, whether through blogs, social media features, commentary or otherwise; and (iv) any and all damages or losses of any kind arising from or related to the accuracy of any information or data stored on, maintained or processed through the website, including the accuracy of any communications.

All donors may or may not elect a preference for a student/s (registered with AUS) to which a scholarship may be applied. AUS the fund manager will have the absolute discretion in distributing funds to the Donor's nominated preference as all funds donated are pooled in the AUSF account. There is no guarantee that the preference nominated will receive the funds from the particular donor. The entire benefit of the donation received by AUSF will be for the entire benefit of AUSF. The benefit to AUSF is to provide scholarships to students who register with AUS. Preferences made for purposes or recipients of donations may be acknowledged where possible.

STUDENTS

You must read these Terms and Conditions in full. In accepting a scholarship from the AUSF, it is understood that you have read and agree to comply with these Terms and Conditions.

Please note, if you are under 18 years of age, your parent or guardian must read and consent to these terms and conditions on your behalf.

Further information about each scholarship is available online or obtained by emailing the AUS Education AUS Limited.

APPLICATION SUCCESS

Successful scholarship applicants will receive an email detailing the scholarship benefits and payment timing. If you do not wish to accept a scholarship that you have been offered, you should advise us immediately in writing.

Your scholarships details may be passed on to your school, donors or partner organization (where applicable). If you do not wish for your details to be passed on, you must advise AUS in writing.

AUS reserves the right to change the title of the scholarship awarded depending on funding contributions from external parties. If the funding level or eligibility changes, AUS will advise the recipient before changing any details but name changes can occur without notice.

HOW YOUR SCHOLARSHIP IS PAID

The method of payment will be detailed in your email of offer. In most cases, scholarship payments for students are made via the student's educational institution. AUS is not liable for any payment that may be withheld by educational institutions.

Higher education students (e.g. university, TAFE or CIT) receiving scholarships will receive payment directly.

ELIGIBILITY REQUIREMENTS

All scholarships are awarded on the basis that you will maintain an enrolled status of full time enrolment in your approved course of tertiary education. Your scholarship may be terminated if your enrolment status changes, for example if you discontinue your school studies or university course, or transfer to a non-government school.

To retain your scholarship you must also:

- adhere to the academic and administrative policies of the school and/or education institution at which you are enrolled;
- maintain your residency status and advise AUS within fourteen days if you change your residency status;
- meet any additional criteria outlines in your letter of offer; and
- provide confirmation of your circumstances during the term of the scholarship if requested by the AUS.

DEFERRING YOUR SCHOLARSHIP (UNIVERSITY STUDENTS ONLY)

Requests for deferment of scholarship will be determined on an individual basis and at the discretion of AUS. Scholarships will not be paid while students are on leave of absence or on temporary withdrawal from their course of study.

SCHOLARSHIP TERMINATION

AUS may terminate your scholarship if you have:

- discontinued from your approved course of study or have inactive enrolment;
- failed to meet the eligibility requirements of your scholarship;
- failed to meet the scholarships terms and conditions;
- failed to maintain satisfactory academic progress;
- been suspended or excluded from school or your course of study;
- been made an incorrect scholarship offer as determined by AUS at its sole discretion; and/or
- have provided incorrect, false or misleading information or withheld relevant information on your scholarship application or after receiving a scholarship offer.

If your scholarship is terminated, you will not receive any further payments.

REPAYMENT OF YOUR SCHOLARSHIP

You will need to repay the scholarship if:

- the payment is made to you in error or you have been overpaid;
- your scholarship is terminated;
- you do not meet the conditions of the scholarship or are deemed to be ineligible for the scholarship; and/or
- you have been made a scholarship offer in error.

In the event that you are required to repay your scholarship, you must do so within 4 weeks of receiving the notification.

TECHNICAL EQUIPMENT

If you have also been provided with technical equipment as part of your scholarship, AUS does not offer any warranty period and accepts no liability for any loss or damage of the equipment.

PUBLICITY & PROMOTION

Upon registering for a scholarship, your details including name, school, photograph, video and scholarship awarded may be passed on to media and used by AUS and / or partner organisations for promotional purposes, including but not limited to AUS's website, social media channels, print and electronic media. If you do not wish for your details to be passed on to media or used for promotional purposes, you must notify the AUS in writing.

If you attend events held by AUS, photos and videos of you at the event (along with your name, school and scholarship), may be used for promotional purposes by AUS and / or our partner organisations, including but not limited to AUS's website, social media channels, print and electronic media.

It is agreed that the use of these photographs and videos shall in no way be used in any other forum other than official AUS business. The scholarship recipient also waives the right to inspect or approve the finished product, the advertising copy or other matter that may be used in connection therewith or the use to which is may be applied. If you do not wish for photographs and videos of you to be used in this way, you must notify the AUS in writing.

HOW DOES MY SCHOLARSHIP AFFECT MY TAX AND / OR CENTRELINK PAYMENTS

AUS cannot provide you with advice on taxation or Centrelink matters. The information provided here is of a general nature only and does not take into account your individual circumstances. In most cases, if you are enrolled as a full-time student, your scholarship payment will not be taxed. You may also need to declare your scholarship as assessable income in your tax return. Scholarship payments may impact your eligibility for Centrelink payments.

AUS is not liable for the payment of any tax or any other obligations you may incur as a result of accepting a scholarship from us. You must seek appropriate financial advice prior to accepting a scholarship.

Further information can be obtained from the ATO website: the Centrelink website or the Social Security Law website

LIABILITY WAIVER

In accepting a scholarship from AUS you agree to WAIVE, RELEASE, AND DISCHARGE the AUS, its officers, associates and partner organisations from any and all liability, including but not limited to, any liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may occur to you during or after the scholarship period, including during or after any travel undertaken as part of the scholarship.

KEEPING YOUR CONTACT DETAILS UP TO DATE

All correspondence during the application process will be sent to the applicant's school's postal address, residential address or primary email address entered in the online profile of the applicant.

It is the responsibility of the scholarship recipient to inform the AUS of any changes to their email, postal or residential address by keeping their online profile up to date. It is also the responsibility of the scholarship recipient to inform AUS if they change their place of school / tertiary institute during the course of their scholarship.

Please note, if you are under 18 years of age, it is understood that your parent or guardian has read and agreed to the Scholarship Terms and Conditions on your behalf.

The AUS Education Foundation Limited reserves the right to amend these Terms and Conditions for commencing and continuing scholarship holders.

Any questions about these Terms and Conditions should be directed to:

AUS Education Foundation Limited

84 Brunswick Street

Fortitude Valley QLD 4006

Alternatively you may email us, or call us on 0415 710 685