

Burnside State High School Senior Digital Device 2019 Policy Handbook

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The new QCE system is future focused on developing information, communication and technology skills, along with student being required to lead projects and investigations requiring online access for research. The principle goal of senior students having a digital device is to develop digital literacy.

Our goal is to produce engaged, robust citizens and lifelong learners capable of shaping our future and being able to control and use global technologies. In preparing students for the future each senior subject syllabi embeds 21st century skills of critical thinking, creative thinking, communication, collaboration and teamwork, personal and social skills, and Information Communication Technology (ICT) skills. These 'ICT skills' will be enhanced by students having a digital device to support their study in senior subjects.

Rationale

The senior subjects at Burnside State High are designed to cater to the needs of students.

Senior students using their digital device will learn;

- ICT Operations and concepts
- Accessing and analysing information
- Being productive users of technology
- Digital citizenship (being safe, positive and responsible online)

Digital Devices in the classroom are effective in supporting key elements of learning such as:

- Personalisation
- Negotiation and risk taking
- Critical, creative and reflective thinking
- Problem solving
- Knowledge creation and management
- Interactivity
- Communication and collaboration
- Local and global networking
- Motivational learning
- Independent learning

Program Overview

Our focus is on technology as a tool for enhancing student engagement in learning. Teaching and learning will incorporate the use of the device during the school day.

The device is a powerful tool to engage students in learning, but certainly not the only learning tool engaging students. Hands on activities, pen and paper work, writing skills etc. will still be an integral part of each students' day.

2019 Digital Device Details

Apple iPad Wi-fi 128GB (9.7inch or 24.6cm)

IPAD Case

AppleCare+ for iPad and two claim max (two year extended warranty)

Participation

Each Year 11 student at Burnside State High School in 2019 will be required to have an electronic device supplied by the school to assist in their senior studies.

Each student will be required to purchase the digital device supplied by the school to assist in their senior studies, however the exception to this is if a student continues to use their Horizons laptop rather than purchase a new electronic device.

Students who already have Horizons laptops are able to continue using them, even though the warranty has expired. If there are technical issues with the Horizons laptop it will be serviced by a school technician however any hardware replacement and maintenance fees will be communicated to the parent/guardian and if repaired, fees charged to the student's school account. Horizons students may not need to purchase a new electronic device while the Horizons laptop is used, however if the laptop no longer works they will need to purchase a new electronic device supplied by the school.

All Year 11 students possessing an Education Queensland digital device will have the ability to take their device home for study and as well as use while at school. This 24/7 access will provide a platform for students' to successfully complete their senior years and achieve the best possible outcome.

A senior student's new electronic device will cost approximately \$650.00 over two years. This is including an extended two year warranty. During Year 11 and 12 the school will manage the device, updates, apps and servicing. Students will not be able to add apps/programs not beneficial to their school study.

Guidelines for Participation

Prior to devices being issued to students:

- Each device must be imaged with the permitted school image and registered in the school device database with a unique identifier against the students' ID.
- Minimum deposit of \$150.00 for the digital device received and a schedule of payment organised with the school's cashier.
- The Digital Device Charter Agreement signed off by prospective students and parents.

Cost Ownership Model

The school will maintain ownership of the device whilst the student is enrolled at Burnside State High School. Students will be able to use it in the classroom and at home. If all financial obligations have been met, the device is signed over to students at the conclusion of the student's education at Burnside State High School. The device will be restored to factory standard at the conclusion of the student's education at Burnside State High School.

This ownership model has the following benefits

- One to One everyday computer access and usage
- A school owned device has access to lower software licensing costs
- A school owned device gives more control over what is actually on the student's device and what it is used for
- The ownership cycle, servicing and insurance is managed by Burnside State High School
- A school owned device has access to the school network, school apps/programs and internet resources

Ownership Cycles

The device is owned by the school, and parents make a contribution to its cost in exchange for 24/7 access. The school manages repairs under warranty, insurance claims, technical support and software.

It is envisaged the device will be in use for the entirety of a student's senior high school education. After your student concludes their schooling at Burnside State High School, your student will assume full possession of the machine.

The following items and services are included in the Digital Device Package for students:

Digital Device item	Approximate cost per student over two years
Apple iPad Wi-fi 128GB (9.7inch or 24.6cm)	\$500.00
IPAD Case	\$30.00
AppleCare+ for iPad and two claim max (Two year extended warranty) <small>Any Accidental Damage Claim incurs a \$65 fee. Warranty issues have no fee (see AppleCare + policy)</small>	\$90.00
Apple management software	\$10.00
Total	\$630.00

Note: The above is an approximate cost as the cost will change at any given time a purchase is made due to the fluctuation of the US exchange rate

Payment Cycles

It is envisaged the device will be in use for the entirety of a student's senior high school education. After your student concludes their schooling at Burnside State High School, your child will assume full possession of the machine. Payments will be made regularly and with the completion of Year 12, and when full payment has been made, the student will assume ownership of the device and the school based filters will be removed which will enable the device to be unlocked.

The minimum deposit for the digital device is \$150 and is to be paid Week 5 Term 4 2018 to ensure the device can be ready to start of the new school year. The initial deposit is non-refundable. Once the devices are purchased in Week 7 Term 4 2018 the exact price for the device will be known and that will determine the remainder of the payment schedule.

A \$150 non-refundable deposit will need to be paid before students receive the device to take home when they commence Year 11 in 2019. The remainder of the annual cost will be invoiced and due to be paid in full prior to the commencement of Semester 2 2020.

Paid by – Term 4 Week 5 2018 (Year 10)	\$150.00 (non-refundable deposit)
Paid by – End of Semester 1 2019 (Year 11)	\$200.00
Paid by – Term 1 Week 5 2020 (Year 12)	\$140.00
Paid by – End of Semester 1 2020 (Year 12)	\$140.00

An alternative schedule of payment can be negotiated and needs to be signed off by parents/guardians and the Principal as well as a BPOINT direct debit schedule set up and validated before students receive the device to take home. There is also the option of paying in full. Please do not hesitate to contact the school office to discuss the various payment options available to support parents/guardians under financial pressure.

If a student joins the program late, for example a student enrolls at the school after Year 11 begins, they will be required to pay the full amount by the end of Semester 1 2020. The payment schedule and amounts will be adjusted to reflect the total cost of the device.

If a student leaves the school early so they are no longer enrolled in Year 11 and 12 the device cannot be returned to the school and must be paid in full. Once full payment has been made, the student will assume ownership of the device and school based filters will be removed which will enable the device to be unlocked.

Student Induction

A student induction program will be mandatory. This will be completed in class time at the commencement of the program.

Induction programs will cover:

- Care/maintenance of the devices
- Roles and responsibilities
- Restrictions
- Policies/procedures
- Liabilities
- Other relevant issues.

Students will be given a full induction during class time to ensure they are familiar with their roles and responsibilities.

Private Devices

As part of the Managed Operating Environment (MOE) operating system, private devices cannot be connected to the school network. The school does not have the infrastructure to network and connect private devices. The policy has been enacted to ensure quality of service to all students and to support State Government policy.

Other factors influencing this decision include:

- Continuity of service (repairing devices on-site within agreed time-frames);
- Continuity of service (provision of loan devices as part of the repair process);
- Single operating platform which is upgraded on a whole school basis;
- Nominated software loads which vary for each student level;
- Dynamic upgrades with additional software titles as part of the program;

Peripherals

To receive full educational benefit from the use of the digital devices it is highly recommended students have access to the internet at home. It is highly recommended that parents have in place procedures to monitor and ensure students are safe and secure whilst on the internet.

Students may benefit from having a keyboard that can be used with their iPad particularly if they have a number of subjects that require assessment to be typed. Bluetooth keyboards that allow the iPad to remain in its school case is highly recommended. Other high quality keyboard and case that are packaged as one need to be preapproved regards the protection given to the iPad. This preapproval should be organised with the Computer Technicians before being purchased or there is a risk that the keyboard and case may not be allowed to be used.

- Data Backup- Students are responsible for ensuring their work is backed up. This will protect any data that they will have on the machine. It is imperative students have a routine to protect any work that is being done. It is strongly advised that students use their one drive access for regular back up.
- Digital Device Case- Students must use the case provided by the school for protection of the device. If students wish to use other methods of protection i.e change the case, it must be designed to protect equipment and approved by the computer technicians.

Warranty

Burnside State High School has taken out extended warranty for the digital devices in this program. The school handles any claims on behalf of the students and in doing so passes on any costs incurred as per the policy shown below. The schedule is a guide to what the parents can expect but in general the school is bound by the Product Disclosure Statement which outlines the terms and conditions of the insurance and will pass on charges accordingly.

Students in Year 11 will have AppleCare+ for iPad to cover the iPad over Year 11 and 12.

An up to date policy can be found at https://www.apple.com/legal/sales-support/applecare/applecareplus/docs/applecareplus_au_tc.html

AppleCare+ for iPad

(Copied from the above web address 25 July 2018)

Product Disclosure Statement Notice From Apple
How Consumer Rights Affect this Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

This contract (the "Plan") governs the services provided by Apple under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to mysupport.apple.com/products.

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support. The terms of the Plan apply the same whether paid for on a one-time basis ("Single Pay") or a monthly basis ("Installment Plan") unless otherwise noted.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple Watch, HomePod, iPad, iPhone or iPod listed on your Plan Confirmation ("Covered Device"), (ii) the Apple-branded accessories contained inside the original packaging of your Covered Device, and (iii) an AirPort Express or AirPort Extreme Base Station, and an AirPort Time Capsule, which are used with a HomePod or an iPad that is a Covered Device and purchased no earlier than two years before the HomePod or the iPad ("Connectivity Device").

Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation (the "Plan Term"). If the Covered Device is an Apple Watch (Edition or Hermès), the Plan Term is three (3) years from the date of purchase of the Covered Device; for all other devices (including all other models of Apple Watch), the Plan Term is two (2) years from the date of purchase of the Covered Device.

You can find the price of the Plan on the original sales receipt.

2. What is Covered?

2.1 Hardware Services for Defects or Consumed Battery ("Hardware Service")

If during the Plan Term, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will either: (i) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the replacement product for the remainder of the Plan Term.

2.2 Services for Accidental Damage from Handling ("ADH Service")

If, during the Plan Term, you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (such as, drops and damage caused by liquid contact) ("ADH"), Apple will, subject to your payment of the service fee described below, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability. Each time you receive services for ADH is a "Service Event". Exclusions apply as described below. Further, services for ADH expire and all of Apple's obligations to you under this section are discharged and fulfilled in their entirety once Apple has provided to you two (2) Service Events.

Important: Please refer to Section 3 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

Apple Watch (excluding Edition and Hermès):	A\$99/HK\$548/SGD\$98/MOP\$588
Apple Watch (Edition or Hermès):	A\$119/HK\$618/SGD\$118/MOP\$628
HomePod:	A\$55
iPad:	A\$65/HK\$348/SGD\$68/MOP\$388
iPhone:	
Screen Only Damage:	A\$45/HK\$228/SGD\$42/MOP\$248
All Other Accidental Damage:	A\$149/HK\$788/SGD\$148/MOP\$848
iPod:	A\$45/HK\$228/SGD\$48/MOP\$248

**Fees include applicable taxes payable by you*

For iPhone - Screen Only Damage, the Covered Device must have no additional damage beyond the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPhone All Other Damage. Screen Only repairs are not available on devices other than iPhones.

Depending on your country or jurisdiction of purchase, the ADH coverage under the Plan may be provided to you as a benefit under an arrangement which Apple has entered into with the relevant insurer named in Section 11 under the country or jurisdiction that you purchased the Plan in ("Insurer").

2.3 Technical Support

During the Plan Term, Apple will provide you with access to telephone and web-based technical support for Covered Equipment ("Technical Support"). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System ("OS") and Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) connectivity issues between the Covered Equipment and a laptop or desktop computer that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. Exclusions apply as described below.

3. What is not Covered?

3.1 Hardware Services and ADH Services

Apple may restrict Hardware Service and ADH Services to the country where the Covered Equipment was originally purchased.

Apple will not provide Hardware Services or ADH Services in the following circumstances:

- (a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) to conduct preventative maintenance;
- (c) to replace Covered Equipment that is lost or stolen;
- (d) to repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (e) services to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (f) to repair damage caused by a product that is not Covered Equipment;
- (g) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, or altered by anyone other than Apple or an authorized representative of Apple;
- (h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;

- (i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed; or
- (j) to repair damages caused by fire, earthquake or other external causes.

Installation of third party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice your consumer law rights.

3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use of the OS and Consumer Software as server-based applications;
- (b) For issues that could be resolved by upgrading software to the then-current version;
- (c) For third-party products or their effects on or interactions with the Covered Equipment;
- (d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as “beta”, “prerelease,” or “preview” or similarly; or
- (g) For damage to, or loss of any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data).

4. How to Obtain Service and Support?

You may obtain service or Technical Support by calling Apple or accessing support.apple.com/country-selector. You must provide the Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

5. Service Options

Apple will provide hardware services to you through one or more of these options:

- (a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to a service provider authorized by Apple that offers carry-in service. Service will be performed for you at the store, or the store may send the Covered Equipment to an Apple repair service (“ARS”) site for service. You must promptly retrieve the Covered Equipment.
- (b) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple’s instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.
- (c) Express Replacement Service (“ERS”) or do-it-yourself (“DIY”) parts service. ERS is available for certain Covered Equipment. ERS is not available for iPod, iPhone Screen Only claims or Connectivity Devices. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. If Apple requires return of the replaced device or part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or part and applicable shipping costs until you return the replaced device as instructed, and if you are not able to provide credit card authorization, service may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced Covered Equipment or part as instructed or return a replaced Covered Equipment or part that is ineligible for service, Apple will charge the credit card for the authorized amount. If Apple does not require return of the replaced product or part, Apple will ship you free of charge a replacement product or part accompanied by any applicable instructions or requirements for disposal of the replaced product or part. In any case, Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service.

Apple may change the method by which Apple provides repair or replacement service to you, and your Covered Equipment’s eligibility to receive a particular method of service.

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated sales taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

6. Your Responsibilities

To receive service or support under the Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan’s original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the

Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Apple gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

FOR DEVICES WITH STORAGE MEDIA, DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS, AND THE INSURER, WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OR THE INSURER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENT'S AND THE INSURER'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Cancellation

8.1 Single Pay Plans

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, you may call Apple, or you may send or fax written notice with your Plan Agreement Number to the location appropriate to your country of purchase listed in Section 11 below. You must send a copy of the Plan's original proof of purchase with your notice. Unless local law provides otherwise, cancellation refunds will be provided as follows:

(a) If you cancel within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(b) If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price. The pro rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase using the calculation set forth in Section 11 for your country of purchase.

Unless applicable local law provides otherwise, Apple may cancel this Plan (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation, or if service parts for the Covered Equipment are not available, upon thirty (30) days prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

8.2 Installment Plans

You may cancel this Plan at any time for any reason. If you purchased an Instalment Plan from any seller other than Apple directly (a "Reseller"), contact the Reseller to cancel your Plan. If you purchased an Instalment Plan from Apple, you may cancel by notifying Apple with your Plan Agreement Number and original proof of purchase to the location appropriate to your country of purchase listed in Section 11 below. Unless applicable local law provides otherwise, if you have made advance payments, cancellation will be deferred until midnight on the last day of the month for which the last monthly payment was paid. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan consistent with the schedule described in this section.

8.3 Effect of Cancellation

Upon the effective date of your early cancellation, Apple's future obligations under this Plan to you are fully extinguished.

9. Transfer of Plan

You may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending notice of transfer to the location appropriate for your country as listed in Section 11 below, and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Installment Plans, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable to Instalment Payments, as described in Section 8.2 and 8.3. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

10. General Terms

- (a) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (b) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- (c) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (d) This Plan is offered and valid only in the countries listed in Section 11 below. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states and territories, and is not available where prohibited by law.
- (e) In carrying out its obligations Apple may, solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- (f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies, the Insurer or service providers in accordance with the Apple Customer Privacy Policy.
- (g) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers provided at support.apple.com/en-au/HT201232.
- (h) Apple will protect your information in accordance with Apple Customer Privacy Policy available at apple.com/legal/privacy. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access appleid.apple.com to update your personal contact preferences or you may contact Apple at apple.com/privacy/contact.
- (i) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's (and, where applicable, the Insurer's) entire understanding with respect to the Plan.
- (j) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, Apple will determine the price and terms.
- (k) There is no informal dispute settlement process available under this Plan.
- (l) For Plans sold in Australia, Hong Kong, Macau, or Singapore, "Apple" is the entity and legal and financial obligor listed in Section 11 below.
- (m) The governing law of this Plan is the law of the country listed in Section 11 below for the country in which the Plan was purchased.

11. Country and Jurisdiction Variations

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. Product availability may vary by jurisdiction. The following country, province or state variations will control if inconsistent with any other provisions of this Plan:

11.1 Australia

If The rights described in this Plan in respect of returns, refunds and warranties are in addition to the statutory rights to which you may be entitled under the *Competition and Consumer Act 2010* (Cth) and other applicable Australian consumer protection laws and regulations. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235, Australia ("Apple") and (for the purpose of the ADH coverage) AIG Australia Limited (ABN 93 004 727 753, AFS Licence No 381686) of Level 12, 717 Bourke Street, Docklands Vic 3008, Australia (as "Insurer") – Cancellation (Section 8) – Cancel by sending written notice to

AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235, Australia. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of \$50 (Australia Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 9) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235, Australia. General Terms (Section 10) – This plan is offered and valid only in Australia. The ADH coverage is provided to you pursuant to a group insurance policy that Apple Pty Limited has purchased from the Insurer. For ADH coverage, the Insurer has provided you with a Product Disclosure Statement (PDS). A copy of the PDS can also be accessed at apple.com/legal/sales-support/applecare/applecareplus/docs/applecareplus_au_pds and form part of the coverage under 322. The Insurer appoints Apple to provide the Service Events under Section 2.2 of this Plan and covers the costs of such Service Events in excess of your service fee. For ADH coverage cancellation within the 30 days of purchase as set out in this Plan incorporates and is subject to the cooling off rights under the Corporations Act (2001) (Cth) for a general insurance product.

Apple Pty Limited operates as a Group Purchasing Body under ASIC Class Order CO/081. As a Group Purchasing entity, Apple is obliged to provide you with a disclosure statement which can be accessed at apple.com/legal/sales-support/applecare/applecareplus/docs/applecareplus_au_pn. Apple is not authorised to provide any financial advice in respect of the ADH.

The governing law for the Plan is the law in the State of New South Wales whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this Plan.

* Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.

Loss or Theft

In the event that a device is lost or stolen, the student must report the loss to the main administration office. It is then the responsibility of parents/guardians and students to report the loss/theft to the nearest police station and provide the school with a crime report number. As stated above: There is no cover for loss or theft of the devices and so parents are strongly urged to take out their own insurance for these events (eg add the digital device to your home and contents policy).

A guide for parents as to how much repairs are likely to be are shown in the following schedule:

Schedule of Costs

Category	Description	Cost
Warranty Claims	Faulty parts or manufacturing issues	Nil
Accidental Damage	Two incidents of Accidental Damage coverage (one Accidental Damage claim per year).	Each incident is subject to a \$65 service fee.
Non-warranty Damage	Minor repair includes any (1) component, excluding repair or replacement of LCD screen	Quote and invoice
	If two (2) or more components require replacement then this may be deemed a 'Major' repair	Quote and invoice
	Major repair, including repair or replacement of LCD screen	Quote and invoice
	Beyond Economical Repair	Replacement Cost
	Unreturned Device	Replacement Cost
Loss or Theft	Parents are to organise own insurance	

If the device is stolen outside of the school, the parent/caregiver will need to report the incident to the police and ensure they have the Police Crime Number and Statutory Declaration (usually completed with the police) when informing the school.

Conditions of this policy are as follows:

- The school must be notified immediately if a school owned device is lost or missing ;
- Insurance does not cover vandalism or wilful damage;
- It is the user's responsibility to report any lost or stolen devices to the nearest police station and provide the school with a crime report number.

Loan/Replacement Digital Devices

As part of the senior digital device agreement "hot swap" devices are available. There are a limited number of 'hot swap' devices and they range from iPads, tablets and laptops. The student is responsible for notifying the IT Technician of the loan requirements. If a device has technical issues the school will endeavour to provide a loan for the student to ensure continuity of learning. The school will facilitate the maintenance of the original device as expediently as possible.

Carry Cases

Students must use a school approved protective case/shell at all times. Due to the nature of the digital devices students will not be required to carry a number of traditional textbooks. Some texts will be provided online rather than hardcopy textbooks. However damage can occur if books, stationery etc. is not placed/stored appropriately along with the device in the student's bag. It is the students' responsibility to care for the device and they will be held responsible for any damage.

Transport of device and school bags

Students will be advised in regard to the most appropriate care and attention they should give their devices when travelling. Students are expected to follow this advice.

Software and Copyright

Each device will be loaded with a Burnside State High School approved software image configured for use on the school network. The image will contain the applications as requested by teachers.

The school as part of Education Queensland has been able to negotiate very competitive and reasonable license fees that are not available to private individuals outside the educational environment. Each year the school also pays licensing fees on some of the software that is installed on the devices.

The school 1-to-1 machines comprise a variety of software packages as part of our Managed Operating Environment (MOE). These include Apple management software, standard Apple software and curriculum specific software licensed to our school.

Students may request that applications be loaded onto machines. Students must have a teacher who can vouch for its educational value. Teachers must contact the computer technicians to ensure it is downloaded on select machines and it must be deemed appropriate. This student software service will have clear procedures set out by Education Queensland and the MOE technical support team that must be adhered to.

Internet Usage

The school, as part of Education Queensland network, uses recognised products to filter access to web pages while at the school. Although it cannot block 100% of undesirable sites due to the frequency of new site publishing and time taken for detection, it does greatly reduce the likelihood of students accidentally stumbling across such sites. All Burnside State High School students are required to sign a responsible internet and network usage agreement which clearly outlines unacceptable and inappropriate usage. Appropriate use of the internet service is closely monitored and the MIS (Managed Internet Service) provides inappropriate content blocking by a regularly updated list of categories and sites. Any inappropriate use of the internet is unacceptable and is subject to disciplinary action and exclusion from our network.

As the digital device provides families with an Education Queensland owned device, all participants must be aware that regardless of whether usage occurs at school or in the home environment all aspects of the Computer Use Agreement must be adhered to.

Users and Security

The school's password policy requires users to change their password every 42 days. Our network audit logs contain information on the user logging in, the computer which is attempting to log in and various other parameters. This information can, and will, be used to track user access and usage. Students are forbidden to share passwords with other students.

Non-school applications and files

Games- There are significant educational benefits from some games. However, many games can be unproductive and distracting to student learning. Burnside State High School's staff may include educational games on the list of installed applications to be provided with the devices.

Technical Support

It is important that the school maintains an effective log of all problems and issues regarding the use of devices at all times, and also reports on those on a regular basis. **It is imperative that students report any faults/issues with their device promptly to the on-site technician so that issues are resolved quickly and do not become bigger over time.**

The onsite technician is currently available to all students 3 days/week. The on-site technician is available to students before school and at recess breaks during those days. These nominated days will be advertised widely to all students at the start of each school year.

All issues must be dealt with using technical support endorsed by the school; any third party efforts to repair faults will result in warranty being voided. In the event that a breakdown or problem occurs over a holiday or weekend period, the device will be checked on the next available school day.

Repeated requests for technical support which may indicate a failure on behalf of the user to maintain/ use the device or peripherals in an appropriate and responsible manner, may result in a surcharge being applied by the school to have ongoing technical issues resolved.

The school cannot support inappropriate/ irresponsible student use of devices.

Power Issues

Device batteries have the capacity to last for the equivalent of a school day. It is expected that students will bring their device from home fully charged.

Caring for your Device

Advice will be provided to students to ensure participants care for their device appropriately. It is expected that students care for their device at all times, for example no food and drink should be consumed in the close vicinity of the device. If it is identified that a pattern of not caring for the device emerges by any student, additional costs may be incurred to have technical issues rectified if they have resulted from inappropriate/ irresponsible student usage.

Students are not permitted to personalise the external appearance of their device in any way (eg stickers or marker drawings etc).

Failure to comply with the Senior Digital Device Policy provisions could result in the recall of the digital device and/or loss of access for home use.