

## Terms and Conditions – Dance Classes

1. Information on how to participate in Queensland Ballet's *Dance Classes* including all electronic and hardcopy schedules, information, forms, payment and refund policies and frequently asked questions form part of these Terms and Conditions. Participation in the classes will be considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions.
2. The Queensland Ballet (ABN 26009717079) is the owner of the Queensland Ballet *Dance Classes*.
3. To participate, participants agree to register their attendance and provide Queensland Ballet full name, phone number, email address, post code and next of kin contact details in case of emergency.
4. Late or partially completed registrations for activities may be deemed as ineligible for consideration for participation in the program.
5. All information submitted must be true and correct at the time of registration.
6. Once entered, registrations are not transferable to any other person.
7. By providing information to support a registration the participant warrants they either own the material or have acquired sufficient right to use the material for the purpose of the program and agree to indemnify Queensland Ballet against any loss or damages caused by breach of this warranty.
8. The decision made by Queensland Ballet to accept a participant into the program will be based on a "first in" basis and/or suitability of the participant for the program provided the registration is not late or partially completed.
9. Classes may be physically strenuous and participation is voluntary, based on a participant's own assessment of their fitness, health, ability to participate and understanding of the class requirements, activities and expected outcomes. Participation is based on an understanding and knowledge there is a risk of personal injury or death.
10. By entering the premises participants agree that Queensland Ballet is in no way responsible for personal injury or death. Participants are responsible for ensuring one's own physical and mental health for, during and after classes including injury rehabilitation and general post-class care.
11. Fees form part of the registration process and are due prior to participation in a class. Once paid, fees are final, non-refundable, non-transferable and non-extendable beyond their four-month expiry. Dance classes policy for payment and refunds is explained in the FAQ's.
12. Participants grant Queensland Ballet the right to use personal information and images including still and video footage for marketing and communication purposes deemed reasonable by Queensland Ballet. Project Consent Forms may be issued to participants if Queensland Ballet wishes to expand the use of personal information and images beyond reasonable marketing and communication purposes.
13. Queensland Ballet will not be responsible for any problems or technical malfunction of any network or lines, servers, providers, computer equipment, software, traffic congestion on the Internet, etc. including, but not limited to, any injury or damage to participants or any other person's computer related to or resulting from registering for, participating in or downloading any materials to enable full participation.
14. Queensland Ballet reserves the right, at any time, to verify the validity of a participant's registration and to reject or disqualify a participant from participating in any classes.
15. Although every effort will be made to ensure project materials (including information packs and forms) are sent to the addresses stated on the application, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
16. The participant agrees to indemnify Queensland Ballet against any injuries or damage to persons or loss or wrongful death or loss or theft of property, whether caused by negligence or otherwise while participating the activities provided throughout the program and associated activities from the first registration.
17. Queensland Ballet accepts no responsibility for inability to or failure to register for classes.
18. Information provided by Teaching Artists and QB staff is given for reference purposes only and to assist with general understanding. Before applying any information, participants should seek professional advice from experts who understand the personal circumstances of each individual.

19. If for any reason the program is unable to run as planned including causes beyond the control of Queensland Ballet the program may be cancelled, suspended or modified.
20. The program may be withdrawn at any time without notice.
21. The participant agrees to indemnify Queensland Ballet against any loss or damages caused by a cancellation, suspension, modification or withdrawal of the program or where a sponsor, partner or supporting individual or organisation fails to fulfil their duties.
22. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.
23. Where a participant is a minor/dependent/child as defined by Australian law, a parent/carer is accepting these Terms and Conditions on their behalf.
24. The participant agrees to indemnify Queensland Ballet against any loss or damages caused by a cancellation, suspension, modification or withdrawal of the program where a sponsor, partner or supporting individual or organisation fails to fulfil their duties.
25. While effort is made to deliver accessible programs and resources, Queensland Ballet cannot guarantee modifications to information and infrastructure and delivery and content will ensure full participation for everyone.