

## **Terms and Conditions - QB Academy's Elite Training Series**

In registering for the QB Academy's Elite Training Series, participants (and their parents/carers) accept and agree to the terms and conditions below. Program Invitees (pre-selected students) must also accept and agree to the terms and conditions below.

### **DEFINITIONS**

**The Program** Queensland Ballet Academy's Elite Training Series

**Queensland Ballet** includes Queensland Ballet Academy

**Locations** Melbourne & Sydney

### **REGISTRATION AND PARTICIPATION**

1. Information on how to register and participate in any of Queensland Ballet Academy's Elite Training Series event including all relevant program guidelines, information books, pre-registration packs, forms and/or fact sheets distributed throughout the Program form part of these Terms and Conditions of entry. Participation in the program will be considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions.
2. If participants have also registered for the audition component as part of this event, they must agree to these terms and conditions as well as the terms and conditions outlined in the audition registration.
3. The Queensland Ballet (ABN 26009717079) is the owner of the Queensland Ballet Academy's Elite Training Series program.
4. Queensland Ballet collects and uses your information for Queensland Ballet records as reference and in accordance with Queensland Government Emergency Directions.
5. 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 registration.
6. Participants must be at least 10 years old at the commencement date of the program.
7. Consideration of applicants outside this age group will only be made once all other applicants have been considered and if places are available.
8. Where a participant is a minor/dependent/child (as defined by Australian Law), a parent/guardian/caregiver is accepting these Terms and Conditions on their behalf.
9. It is preferred that all participants seek approval from their main dance teacher/s before registering for the Program. We will not approach participants about future training opportunities within QB Academy's Programs or supplementary events, unless they/their parents/carers approach us or indicate that they are happy to be approached within the event's registration form.
10. Participants must be registered into their age-aligned group for this Program, parents/carers agree to provide the participant's true date of birth and correct age at commencement of the Program.
11. Applicants will be placed into levels/groups at the discretion of Queensland Ballet's Academy Director, and no further correspondence will be entered into.

12. Queensland Ballet reserves the right to merge and re-schedule classes as required, as well as move students from one level/age group to another, should teaching staff feel the adjustment will be beneficial for the student. Notification of any level changes will be communicated to the parent/carer and no further correspondence will be entered into.
13. Details of the Program schedule will be provided in the week prior to the commencement date via email.
14. Queensland Ballet reserves the right to refuse registration or to request a participant leave the Program if he or she is disruptive, late, has not paid fees, and/or has not been truthful on their application.
15. Queensland Ballet reserves the right to make amendments or cancellations to the Program without prior notice, either before or during the Program.
16. Program staff are not obliged to provide any participant with individual feedback outside of the Program classes/sessions.
17. Waiting room facilities and studio seating are not available for parents/carers throughout the event.
18. Queensland Ballet provides supervision of participants during the Program hours only.
19. Participants will not be offered access to the event premises prior to the published registration time each morning.
20. Participants must be collected by a parent/carer immediately after the finishing time each afternoon. If older students are using public transport, please notify staff at registration or via email.
21. All Program and Queensland Ballet staff are committed to the highest ethical standards, including but not limited to those articulated through legislation in relation to discrimination, harassment and child safety and are governed by Queensland Ballet's Code of Conduct.
22. Physical manipulation is used as a normal teaching tool during dance classes. Please advise us via email, if the participant does not wish to be physically manipulated during classes so this can be communicated to the teachers.
23. Our teachers are highly skilled industry professionals and all staff involved with the Program hold a current Working with Children (Blue) Card and have passed a Queensland Police check.
24. By accepting the conditions of enrolment and participation of the Program, participants and/or their parents/guardians, acknowledge that activities are physical, may be strenuous and may involve the risk of personal injury or accident. Participation is voluntary, based on the participant/parent's assessment of their fitness, health, cognitive ability to participate and understanding of the class requirements, activities and expected outcomes.
25. Although every care will be taken to ensure the use of safe dance practices in a safe environment, Queensland Ballet will not be held responsible for injuries or accidents should they occur.
26. By accepting these terms and conditions, participants and their parents/guardians, declare that they do not have any pre-existing health or physical conditions which could impede their full participation in the program. If this is not the case, advice must be received by Queensland Ballet Academy prior to the event, to notify to what extent the participant is able participate, as advised by their medical practitioner.
27. The Program staff cannot be responsible for the administration of medication to participants or ensuring suitable health precautions are in place.
28. By entering the premises, participants agree that Queensland Ballet is in no way responsible for personal injury or death. Although every care will be taken by Queensland Ballet and its staff to ensure a safe environment, participants are responsible for ensuring one's own physical and mental health for, during and after classes, including injury rehabilitation and general post-event care.
29. 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 in the activities provided throughout the program and associated activities from registration.

30. Participants are expected to adhere to the following dress guidelines:

Black leotard, pink ballet tights and ballet flats or demi-pointe shoes. (Pointe shoes may be required for older students). Queensland Ballet strongly promotes Safe Dance Practice. Teaching staff will assess the older students' strength at the beginning of the event. Pointe work will only be introduced if the teachers feel that students are at a suitable level of strength and ability.

Participants may also wear black footless tights or shorts for contemporary classes.

Participants are not expected to purchase new items specifically for this event.

### **REFUND POLICY**

1. Queensland Ballet is unable to offer a refund of fees unless the Program is cancelled by the Company or in exceptional circumstances, and subject to a written request and medical certificate being received by Queensland Ballet, a partial refund, less a AU\$25.00 cancellation fee, may be considered when received with 7 days or more notice prior to the Program.
2. Refunds are not available when withdrawal is requested within 7 days of the Program or once the Program has commenced unless exceptional circumstances arise, as noted above, wherein a reduced pro-rata refund may be considered.
3. Failure to pay by the due date may result in the applicant's place being forfeited and offered to another applicant.

### **COVID SAFE Refund Conditions**

1. Refunds are available for anyone who is required to self-isolate or quarantine (and the event falls within the isolation/quarantine period) due to:

- Being a confirmed case of COVID-19; or Having close contact with a confirmed case of COVID-19;
- or
- Living in or having been in a high-risk area within Australia; or
- Unable to travel to the event due to the current border restrictions in place.
- Having returned from overseas.
- Has COVID-19 symptoms.
- Has been tested for COVID-19 and is awaiting test results (and the event falls within the period of awaiting test results).

2. We will consider discretionary refunds for participants that are:

- Unwell and does not attend an event (other than due to COVID-19 illness or symptoms); or
- Attends the first day of the event and subsequently leaves part way through due to feeling unwell.
- Has registered and is healthy, but someone else from their party meets the self-isolation or quarantine criteria.

3. Refunds will not be available if:

- The participant is well and does not wish to attend an event due to fears of exposure to COVID-19; or
- The participant is from a group at a higher risk of COVID-19; or
- The participant is denied entry into the event for reasons which were disclosed to the ticket holder in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested.

**Terms and Conditions of Sale | COVID SAFE**

Please note: Due to COVID-19, additional Terms and Conditions of Sale now apply to all bookings and registrations.

1. Queensland Government Emergency Directions require us to keep contact information about all patrons, participants and staff including your name, email or residential address and mobile phone number. This is to protect your health and safety, and others in our community.
2. Please be aware that this personal information you provide to us for booking or other purposes may be used for contact tracing if required by health authorities.
3. We will not disclose this information to anyone other than health authorities if they request this information, or unless you have otherwise ticked yes to receiving information about other Academy events. The information will be stored securely and disposed of securely when no longer required.

**Conditions of participation**

1. Participants must not attend if they have COVID-19 related symptoms, have been in close contact with a person who is COVID-19 positive, have travelled overseas or are COVID-19 positive.
2. Participants must not attend if they are required to self-isolate and the event falls within the isolation period.
3. Participants agree to abide by all social distancing and health protocols.
4. Participants agree to follow the instructions of venue staff at all times.
5. If participants do not comply with protocols or authorised requests when on the venue premises they may be asked to leave immediately without refund or further recourse, and their listed parent/carer will be contacted.
6. Participants and/or parents/carers may be asked health screening questions on arrival to the venue.
7. If participants become unwell at the venue, please immediately seek assistance from one of the Queensland Ballet Staff located throughout the venue.
8. We encourage everyone to download the COVID Safe App.
9. Call Queensland Health on 134 COVID (13 42 68) if you suspect an infection. We acknowledge these are challenging and uncertain times, and some of these conditions might be a bit confronting. Please remember our aim is to keep you safe and to ensure you have an enjoyable experience.

Disclaimer: Participants and/or parents/carers acknowledge that while the Venue has taken all reasonable health and safety precautions to keep the participants and staff safe. Participants enter the venue at their own risk without recourse to claim against the venue regarding health outcomes.

#### **PERSONAL INFORMATION, MEDIA & PROMOTIONS**

1. Queensland Ballet may take and use photographs and videos of participants for promotional and archival purposes. If you do not wish to have your/your child's image used by Queensland Ballet, please advise us prior to the commencement of the Program (via email), or it will be presumed that you give your consent.
2. Participants grant Queensland Ballet the right to use personal information and artistic material including still and video footage for promotion, education, research and other Company business operations deemed reasonable by Queensland Ballet for commercial and non-commercial purposes.
3. All material recorded during the Program will remain the property of Queensland Ballet and will not be provided to participants.
4. Participants, parents/carers and observers may not make recordings (audio, video or photographic) of any activities during the Program.