

Terms and Conditions – Adopt-a-Dancer program

General

1. Information on how to participate in Queensland Ballet's Adopt-a-Dancer program including all program guidelines, information, forms and 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. The Queensland Ballet (ABN 26009717079) is the owner of the *Adopt-a-Dancer* program.
3. Once entered details of the studio/organisation are not transferable to any other studio/organisation.
4. Where definitions of metropolitan and/or regional Queensland are applied, metropolitan means the Local Government Areas (LGA's) of Brisbane City Council, Ipswich City Council, Logan City Council, Moreton Bay Regional Council and Redland City Council, with regional Queensland equalling the remainder of the state's LGA's.
5. In accordance with Queensland Ballet's Privacy Policy, any images taken during classes are not to be published online through social media channels or other websites, unless taken by an authorised representative of Queensland Ballet who has obtained prior permission from parents/guardians. On these occasions, the parent/guardian will be informed as to the nature of the use of the image(s) as well as how the image(s) will be stored and how the image(s) can be accessed by the parent/guardian.
6. Queensland Ballet strictly prohibits the use of camera phones, cameras, video cameras or any other type of recording or photo taking device inside changing areas, showers and toilets.

Registering for Adopt-a-Dancer program

7. A program fee forms part of the registration process which is due prior to participation in the program. Once paid, the fee is final, non-refundable, non-transferable and non-extendable.
8. Studios located outside of South East Queensland may incur extra travel and accommodation costs. The details will be provided to relevant studios during the booking process.
9. Partially completed registrations may be deemed as ineligible for consideration for participation in the project.
10. All information submitted must be true and correct at the time of registration.
11. Although every effort will be made to ensure project materials are sent to the addresses (including email) stated during registration, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
12. 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. Project Consent Forms may be issued to participants if Queensland Ballet wishes to expand the use of personal information and artistic material beyond reasonable Company business operations.
13. If for any reason Queensland Ballet, its representatives or officers deem the identified activity space to be unsafe or not conducive to dance teaching or conducting any element of the program, the whole activity may be cancelled, suspended or modified.
14. 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, participation in or downloading any materials in this program to enable full participation.

15. 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.
16. The program may be withdrawn at any time without notice.
17. The studio 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.
18. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website
19. By providing information to support a studio's registration in the program the studio 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 of damage cause by breach of this warranty.
20. The studio warrants that participants in Adopt-a-Dancer have granted Queensland Ballet the right to use personal information and images of all participants including still and video footage for marketing and communication purposes deemed reasonable by Queensland Ballet. Project Consent Forms may be issued to participants/parents if Queensland Ballet wishes to expand the use of personal information and images beyond reasonable marketing and communication purposes.
21. The studio agrees to indemnify Queensland Ballet against any injuries or damages to persons or loss or wrongful death or loss or theft of property, whether caused by negligence or otherwise participating in the activities provided throughout the program from first application.

Attending Dance Classes

22. Classes may be physically strenuous and participation is voluntary, based on a participant's own assessment of their fitness, health, cognitive 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.
23. The decision made by Queensland Ballet to accept a studio/organisation into the program or any activity within the program will be based on a "first in" basis, provided the registration form is not late or partially completed.
24. 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.
25. Queensland Ballet reserves the right, at any time, to verify the validity of a program application, reject an application or disqualify an application that is not in accordance with these Terms and Conditions.
26. Where a participant is participating as a student enrolled at a private dance studio/community dance organisation, that studio/organisation is accepting these Terms and Conditions on the student's behalf, as it pertains to the student's enrolment and the studio's/organisation's duty of care.

Modifications and/or Cancellations

27. 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.