

Terms and Conditions – Online School Workshops

General

1. Information on how to purchase and participate in any of Queensland Ballet's Online School Workshops including all relevant program guidelines, payment and refund policies, information packs, pre-registration packs, 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 Queensland Ballet Online School Workshop program.
3. 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.
4. Where a participant is a student enrolled at a state, Catholic or independent school (as defined by Australian Law), the school where the student is enrolled is accepting these Terms and Conditions on the student's behalf, as it pertains to the student's enrolment and school duty of care.
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 In accordance with Queensland Ballet's Privacy Policy, any images taken during classes are not to be published online through social media channels or other websites, unless taken by an authorised representative of Queensland Ballet who has obtained prior permission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.

Purchasing Online School Workshops

6. All information submitted must be true and correct at the time of purchase
7. Once purchased, the Online School Workshop package including all resources and deliverables is final, non-refundable, non-transferrable and non-extendable. No refunds will be given at any time for any reason.
8. . By providing information to support purchase and program participation the school 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.
9. Where applicable, although every effort will be made to ensure project materials (including information packs and forms) are sent to the addresses (including email) stated on the purchase platform, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
10. By purchasing a Queensland Ballet Online School Workshop you opt in to receive communication from Queensland Ballet and third party providers engaged by Queensland Ballet such as registration, delivery and feedback platform service providers to enable full participation.
11. Queensland Ballet will provide information to registered schools/teachers about any third party service provider requirements and schools/teachers may need to register with these providers, as well as accepting terms of service, not managed or controlled by Queensland Ballet.
12. Schools/teachers are not permitted to record, download or share workshop content. This includes the sharing, recording or downloading of Queensland Ballet workshop content

between devices, platforms or networks, which is strictly prohibited, unless express written permission to do so is provided by Queensland Ballet.

13. Queensland Ballet reserves the right, at any time, to verify the validity of a purchase, reject a purchase or disqualify a purchase that is not in accordance with these Terms and Conditions.
14. Once purchased, Queensland Ballet Online School Workshops will be available to the school for 10 weeks from the purchase date. During the 10 week period, the school has unlimited access to the purchased workshop video, resources and provided materials. Under no circumstances will this time frame be extended or shifted.

Participating in Queensland Ballet Online School Workshops

15. Experiences as part of this program may be physically strenuous and participation is voluntary, based on the school's assessment of the participants' fitness, health, cognitive ability to participate and understanding of the experience requirements, activities and expected outcomes. Participation is based on an understanding and knowledge there is a risk of personal injury or death.
16. By entering the premises, including online workshop locations, participants agree that Queensland Ballet is in no way responsible for personal injury or death. Schools and teachers are responsible for ensuring one's own physical and mental health for, during and after workshops including injury rehabilitation and general post-class care.
17. From time to time Queensland Ballet may provide guidelines to assist schools/teachers with their dance practices and participation in Queensland Ballet In-School Workshops. This may include checklists, information packs or other similar material and is provided as supplementary content to support activities related to Queensland Ballet Online School Workshops. Acceptance of these materials is at personal risk, based on the school/teacher's personal analysis of the information and appropriate application to their environment.
18. The school 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 program from registration to completion.

Modifications and/or Cancellations

19. If for any reason Queensland Ballet's representatives or officers deem the identified activity space and associated resources and infrastructure to be unsafe or not conducive to dance teaching access to the workshop video and resources will be suspended and/or cancelled.
20. Queensland Ballet does not supply additional personal support for applicants with special needs, however Principal-approved carers and/or teachers and/or teacher aides may accompany a ? participant, with all expenses absorbed by either the school or the applicant (as dictated by school policy).
21. 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, their employee's or any other person's computer related to or resulting from registering for, participation in or downloading any materials in this program to enable registration and full participation.
22. 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.
23. The program may be withdrawn at any time without notice.
24. 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.
25. The school 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.
26. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.

Use of Personal Information

27. The school grants 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.
28. The intellectual property and copyright of any material created in this program will be owned solely by Queensland Ballet, whom are free to distribute and market as they see fit.