

Terms and Conditions – QB Studio Friends program

General

1. Information on how to join Queensland Ballet's (QB) Studio Friends program can be discovered on our website www.queenslandballet.com.au. Purchase of and participation in the program is considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions.
2. QB (ABN 26009717079) is the owner of the QB Studio Friends program.
3. When registration and purchase of the program is finalised, the registered studio/organisation benefits are not transferable or redeemable 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 In accordance with QB's Privacy Policy, any images taken during classes are not to be published online through social media channels or other websites, unless taken by an authorised representative of QB who has obtained prior permission from parents/carers. 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/carer.
6. QB adheres to the QB Child Safe policy and has the right to report and cancel activities if it believes any participating parties are in breach of the policy or child safety and protection is compromised.

Registering for the QB Studio Friends 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 incur additional costs for dancer travel and accommodation. 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. Although every effort will be made to ensure project materials are sent to the addresses (including email) stated during registration, QB takes no responsibility for lost or misdirected items not received by participants.
11. Participants grant QB 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 QB for commercial and non-commercial purposes. Project Consent Forms may be issued to participants if QB wishes to expand the use of personal information and artistic material beyond reasonable Company business operations.
12. If for any reason QB, its representatives or officers deem the identified activity space for Adopt-A-Dancer programs 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.
13. QB 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.

14. 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.
15. 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.
16. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website
17. 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.

Workshop and Dance Class Participation

18. 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.
19. 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.
20. 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.
21. 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.

Refunds

22. The membership fee is final, non-refundable, non-transferable and non-extendable. No refunds will be given at any time for any reason.
23. To the extent permitted by law (including the Australian Consumer Law), QB will not reimburse any additional expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connecting with your participation or non-participation to an associated QB Studio Friends program or activity.
24. All purchases, sales complaints and claims, and your legal rights, are included under the Australian Consumer Law.