

Terms and Conditions – Community Engagement activities supporting Queensland Ballet’s Regional Tour

General

1. Information on how to enter and participate in the *Community Engagement activities supporting Queensland Ballet’s Regional Tour* including all program guidelines, information books, forms and fact sheets distributed throughout the tour form part of these Terms and Conditions of entry. Participation in any activities 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 *Community Engagement activities supporting Queensland Ballet’s Regional Tour*.

Registering for Dance Classes

3. Once entered, details of the participant/organisation are not transferable to any other participant/organisation.
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. The decision made by Queensland Ballet to accept a participant into an activity will be based on a “first in” basis, provided the registration is not late or partially completed.
7. Queensland Ballet accepts no responsibility for inability to or failure to register for activities by the closing date, if a closing date is advertised.
8. By providing information to support a registration and/or program participation 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.
9. 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, participation in or downloading any materials in this program to enable full participation.
10. 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 studio's/organisation's duty of care.
11. If fees form part of the registration process and are due prior to participation in an activity. Once paid, fees are final, non-refundable and non-extendable.

Attending Dance Classes

12. 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.
13. The participant 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.
14. The participant agrees 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.

15. Where applicable, although every effort will be made to ensure project materials are sent to the email account stated during registration, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
16. 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.
17. Queensland Ballet reserves the right, at any time, to verify the validity of an application, reject an application or disqualify an application that is not in accordance with these Terms and Conditions.

Modifications and/or Cancellations

18. If for any reason an activity is unable to run as planned including causes beyond the control of Queensland Ballet the program may be cancelled, suspended or modified.
19. Activities may be withdrawn at any time without notice.
20. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website
21. 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, part of or the whole activity may be cancelled, suspended or modified.
22. 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.

Use of Personal Information

23. By participating in Dance Classes, participants give their consent to use personal information including name, image/s or recording/s and copyright material including written and artistic works or video or sound recordings (of the participant's material) Use of the Information and Material applies to Queensland Ballet for the purposes of public relations, promotion, research, advertising, media and commercial activities concerning the "Project" and grants permission to Queensland Ballet to copy, distribute, retain, disclose, reproduce, display and make derivative works of the photographs, videos, film and sound recordings and artistic and written works including work samples, footage and photographs taken across all mediums for Queensland Ballet's Company purposes without limitation.
24. Participants acknowledge the "Project" means the experiences, programs, activities, initiatives and outcomes associated with the Project described above; and that Use includes to create, make copies of, reproduce, modify, adapt or retain in any form, including by camera, video, digital recorder, webcam, mobile phone or any other device and to distribute in any form including in printed promotional material, displays, advertising, newsletters and other print media, television, learning and professional development material, websites and via the internet, and social media websites in whole or in part. Use includes distribution to Queensland Ballet project partners for the purposes of promotion and education. Participants will not be paid for giving this consent and understands the Use of the Information and the Material may be perpetual and irrevocable (not able to be deleted or ceased to be used).
25. By participating in Dance Classes, participants agree to hold Queensland Ballet including officers, employees and its agents harmless against any claims arising from the Use of such personal Information and copyright Material.
26. Participants warrant they have sufficient right to grant consent and license Queensland Ballet permission to use the personal Information and copyright Material and agree to indemnify Queensland Ballet against any loss of damage cause by breach of this warranty.
27. Personal information will be stored securely. Personal information will only be used in accordance with the consent. To revoke consent Participants should send a notice in writing to

Queensland Ballet

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Queensland Ballet. After that notice, Queensland Ballet will not make any new additional use of the Participant's Information or copyright Material, but any existing uses will continue.