



## TERMS & CONDITIONS – QB JUNIOR FRIENDS ROLLING MEMBERSHIPS

**The Terms & Conditions, are between:**

**Queensland Ballet Company**, registered address 34 Beesley Street, West End, 4101, ABN: 26009717079, (“**QB**”); and

The account holder / purchaser of a QB Junior Friends Membership (“**Member/s**”).

### **General**

- 1.1. These Terms and Conditions are governed by the laws of Queensland, Australia.
- 1.2. Information on how to join and participate in the QB Junior Friends program including all program guidelines, membership/payment forms and fact sheets made available online and actively distributed throughout the program form part of these Terms and Conditions of entry. Purchasing a membership is considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions.
- 1.3. The Queensland Ballet (ABN 26009717079) is the owner of the QB Junior Friends membership and affiliated programs.
- 1.4. Members 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.
- 1.5. By purchasing a QB Junior Friends membership, you consent to the collection, use, disclosure and handling of the personal information to Queensland Ballet provided upon sign up in accordance with our [privacy policy](#).
- 1.6. 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 registration and full participation.
- 1.7. The membership may be withdrawn at any time without notice.
- 1.8. The member 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.
- 1.9. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.
- 1.10. Where a participant is a minor/dependent/child as defined by Australian Law, a parent/carer accepts these Terms and Conditions on their behalf.
- 1.11. By providing information to support a membership, the member 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.
- 1.12. The intellectual property and copyright of any material created in this program will be owned solely by Queensland Ballet, who are free to distribute and market as they see fit.
- 1.13. Information provided throughout the program is given for reference purposes only and to assist with general understanding. Before applying any information, participants should seek professional advice from relevant experts who understand the personal circumstances of each individual.
- 1.14. QB Junior Friends members and QB Junior – Studio Friends will only be eligible for benefits once Queensland Ballet has issued a formal notification of acceptance into the program.
- 1.15. No individual member or studio benefits can be claimed retrospectively.
- 1.16. To the extent that there is any inconsistency between additional Terms and Conditions, these Terms and Conditions will prevail.

## 2. Memberships

- 2.1. QB Junior Friends memberships are valid and commence from the date of purchase and expire at the end of the purchased period (12 months, 24 months or 36 months).
- 2.2. All information submitted must be true and correct at the time of registration.
- 2.3. Late or partially completed registrations may be deemed as ineligible for membership.
- 2.4. The member 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 membership period from first registration.
- 2.5. Queensland Ballet reserves the right, at any time, to verify the validity of a membership application, reject an application or disqualify a membership that is not in accordance with these Terms and Conditions.
- 2.6. 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, and regional Queensland means the remainder of the state's LGA's.

## 3. Purchases, Rolling Memberships & Membership Renewal

- 3.1. A member is not confirmed until full payment of the membership is made at time of purchase.
- 3.2. A membership fee forms part of the registration process and extra costs may be incurred for individual activities throughout the duration of the program.
- 3.3. Once purchased, details of the membership are not transferable to any other person.
- 3.4. All prices quoted are in Australian dollars (AUD) and include GST if applicable.
- 3.5. All membership purchases via credit card (VISA, Mastercard or American Express) or debit credit card backed by VISA or Mastercard, regardless of type of membership package agree that as condition of membership that their membership will be default to automatic rollover, also referred to as 'Rolling Memberships'. Memberships will be automatically rolled over and renewed at the end of the purchase period based on these terms and conditions.
- 3.6. Memberships will be automatically renewed at the same membership level and at the updated and relevant price, using the same payment details provided at initial payment, unless the membership is discontinued in accordance to the 'opt-out' terms and conditions.
- 3.7. A renewal reminder notice will be sent to the account holder's email address provided at purchase, four weeks prior to the renewal of your membership. This includes any changes to membership conditions and pricing along with opt-out options. It is important for members to ensure their email information is up to date, true and correct.
- 3.8. Prices are subject to change without notice.
- 3.9. A transaction fee may apply to your ticket purchase. You will be notified of the applicable fee prior to purchase.
- 3.10. You warrant that you have the authority to make payment for your membership and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

## 4. Opting-Out

- 4.1. Rolling Memberships are automatically renewed on the rollover date.
- 4.2. The rollover date is defined by the last day of the purchased membership period.
- 4.3. To opt-out and discontinue the Rolling Membership, the account holder must notify Queensland Ballet via the *renewal reminder notice email* (sent at least four weeks prior to the rollover date) and complete the online opt-out form.
- 4.4. Queensland Ballet cannot accept opt-out of a Rolling Membership over the phone, in-person, in writing or via mail or any other method other than that which is communicated in the rollover correspondence email.
- 4.5. If the account holder wishes to change the payment details prior to the rollover date for the membership, they must contact Queensland Ballet on 07 3013 6666 and make these changes over the phone.

- 4.6. If the payment is declined at the rollover date, the account holder will be contacted directly, and a payment must be made within 1 week for the new membership. Late or overdue payments may incur additional fees.
- 4.7. The member may choose to opt-out at any time throughout the duration of their membership period but doing so will withdraw access to program and its associated benefits, past the late date of the payment period.
- 4.8. It is the responsibility of the account holder to ensure this procedure is followed correctly.

## 5. Merchandise & Competitions

- 5.1. Although every effort will be made to ensure membership merchandise is sent to the postal address provided during registration, Queensland Ballet takes no responsibility for lost, damaged or misdirected items not received by members.
- 5.2. Membership packs can be expected within four weeks of registration, but merchandise is subject to available stock in which case a membership pack can take up to eight weeks for delivery.
- 5.3. If lost, stolen or wrongly ordered, Queensland Ballet will not replace or swap items from the membership pack. T-shirt sizes are not guaranteed, although Queensland Ballet will fulfil orders providing a substitute size.
- 5.4. From time to time Queensland Ballet will promote QB Junior Friends competitions for members only. Entry eligibility, how to register, selection process, all relevant dates and announcements will be published on the Queensland Ballet website or via the monthly newsletter.
- 5.5. Any additional Terms & Conditions unique to each competition or promotion will be published on our website in conjunction with the competition or promotion.
- 5.6. The winner of any QB Junior Friends competitions or promotions will be decided by Queensland Ballet and this decision is final.

## 6. Programs & Activities

- 6.1. Queensland Ballet accepts no responsibility for inability to or failure to register by the closing date for any individual activities, events or workshops.
- 6.2. Activities may be physically strenuous, and participation is voluntary based on a participant's (or parent/guardian) 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.
- 6.3. While every effort is made to deliver accessible programs and resources, Queensland Ballet cannot guarantee modifications to information, infrastructure, delivery and content to ensure full participation for everyone.
- 6.4. The decision by Queensland Ballet to accept a member into the program or activity within the program may be based on a "first-in" basis and/or specified age limits, provided the membership form and or registration is not late or partially completed.
- 6.5. If for any reason an activity is unable to take place as planned, including causes beyond the control of Queensland Ballet the program may be cancelled, suspended or modified.

## 7. Refunds

- 7.1. The membership fee is final, non-refundable, non-transferable and non-extendable. No refunds will be given at any time for any reason.
- 7.2. 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 connection with your attendance or non-attendance to an associated QB Junior Friends program or activity.
- 7.3. All purchases, sales complaints and claims, and your legal rights, are included under the Australian Consumer Law.