Terms and Conditions - Dance Camps

General

- 1. Information on how to enter and participate in any of Queensland Ballet's *Dance Camps* including all relevant program guidelines, information books, 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 Queensland Ballet's *Dance Camps*
- 3. 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.
- 4. 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.
- 5. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.
- 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, with regional Queensland equalling the remainder of the state's LGA's.
- 7. In accordance with Queensland Ballet's Privacy Policy, any images taken during classes are not to be published online through social media channels or other websites, unless taken by an authorised representative of Queensland Ballet who has obtained prior permission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.
- 8. 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.

Registration

- 9. Once entered, details of the participant are not transferable to any other participant.
- 10. All information submitted must be true and correct at the time of registration.
- 11. Late or partially completed registrations for activities may be deemed as ineligible for consideration for participation in the program.
- 12. A fee forms part of the registration process and is due prior to the activity, once paid, this fee is final, non-refundable, non-transferable and non-extendable. No refunds will be given at any time for any reason.
- 13. Queensland Ballet accepts no responsibility for inability to or failure to register by the closing date, if a closing date is advertised.
- 14. The decision made by Queensland Ballet to accept a participant into the program will be based on a "first in" basis and/or suitability of the participant for the program provided the registration is not late or partially completed.
- 15. Where applicable, although every effort will be made to ensure project materials are sent to the address (including email) stated on registration forms, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.

16. Queensland Ballet reserves the right, at any time, to verify the validity of a registration, reject a registration or disqualify a registration that is not in accordance with these Terms and Conditions.

Use of Personal Information

- 17. By providing information to support participation, the participant warrants they either own the material or have acquired sufficient right to use the material for the purpose of the activity and agree to indemnify Queensland Ballet against any loss or damages caused by breach of this warranty.
- 18. 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.

Cancellation and Modification

- 19. 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.
- 20. Activities may be withdrawn at any time without notice.
- 21. The participant 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 organization fails to fulfill their duties.

Participation

- 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 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.
- 24. Information provided by Teaching Artists and QB staff is given for reference purposes only and to assist with general understanding. Before applying any information, participants should seek professional advice from experts who understand the personal circumstances of each individual.
- 25. The participant 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 activity period from first application.
- 26. Queensland Ballet will not be responsible for any problems or technical malfunctions 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 application and full participation.