

Terms and Conditions – In-School Workshops

General

1. Information on how to register and participate in any of Queensland Ballet's *In-School Workshops* 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 the Queensland Ballet *In-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. 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.
6. In accordance with Queensland Ballet's Privacy Policy, any images taken during classes are not to be published online through social media channels or other websites, unless taken by an authorised representative of Queensland Ballet who has obtained prior permission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.
7. 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.

Registering for In-School Workshops

8. Once entered, details of the school are not transferable to any other organisation.
9. Partially completed registrations may be deemed as ineligible for consideration for participation in the program.
10. All information submitted must be true and correct at the time of registration.
11. The decision made by Queensland Ballet to accept schools into the program will be based on a "first in" basis, provided the registration is not partially completed.
12. A fee forms part of the registration process which is due prior to the In-School Workshop. 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. By providing information to support registration 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.
14. 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 registration forms, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.

15. 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

Attending In-School Workshops

16. 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.
17. 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

18. 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 or conducting any element of the In-School Workshop, the whole In-School Workshop may be cancelled, suspended or modified.
19. 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 an applicant, with all expenses absorbed by either the school or the applicant (as dictated by school policy).
20. 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.
21. 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.
22. The program may be withdrawn at any time without notice.
23. 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.
24. 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.
25. 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

26. 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.
27. 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.