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Terms and Conditions –Teacher Professional Development Workshop

- 1. Information on how to enter and participate in Queensland Ballet's *Teacher Professional Development Workshop* 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. Once entered, details of the participant are not transferable to any other person.
- 3. Late or partially completed registrations for activities may be deemed as ineligible for consideration for participation in the program.
- 4. All information submitted must be true and correct at the time of registration.
- 5. 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.
- 6. 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.
- 7. Queensland Ballet accepts no responsibility for inability to or failure to register for activities by the closing date.
- 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 applying for, participation in or downloading any materials in this program to enable full participation.
- 10. Registration and participation in the program's activities are undertaken by participants at their own personal risk and based on their own assessment of their fitness, health, ability to participate and understanding of the program, its requirements, activities and expected outcomes.
- 11. By registering to participate in Queensland Ballet's Teacher Professional Development Workshop you opt in to receive communication from Queensland Ballet and third party providers engaged by Queensland Ballet such as registration, delivery and feedback platform service providers to enable full participation in the Queensland Ballet's Teacher Professional Development Workshop.
- 12. Queensland Ballet will provide information to participants about any third party service provider requirements and participants may need to register with these providers, as well as accepting terms of service, not managed or controlled by Queensland Ballet.
- 13. By entering the premises, including online locations, participants agree that Queensland Ballet is in no way responsible for personal injury or death. Participants are responsible for ensuring one's own physical and mental health for, during and after workshops including injury rehabilitation and general post-class care.
- 14. From time to time Queensland Ballet may provide guidelines to assist participants with their personal dance practices and participation in Queensland Ballet workshops. This may include checklists, standards, research or other similar material and is provided as supplementary content to support registration, payment, participation and associated activities related to Queensland Ballet workshops. Acceptance of these materials is at personal risk, based on the

- participant's personal analysis of the information, the environment, their capabilities, personal medical advice, the teaching content and style and any other associated information.
- 15. Participants are not permitted to record, download or share workshop content with non-participants and this includes the sharing, recording or downloading of Queensland Ballet workshop content between devices, platforms or networks, which is strictly prohibited, unless express written permission to do so is provided by Queensland Ballet.
- 16. 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.
- 17. Activities may be withdrawn at any time without notice.
- 18. 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 organisation fails to fulfil their duties.
- 19. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.
- 20. 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.
- 21. The participant grants Queensland Ballet the right to use personal information and images including still and video footage for marketing and communication purposes deemed reasonable by Queensland Ballet. Project Consent Forms may be issued to participants/parents if Queensland Ballet wishes to expand the use of personal information and images beyond reasonable marketing and communication purposes.
- 22. 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.
- 23. 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, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
- 24. Where a participant is a minor/dependent/child as defined by Australian Law, a parent/carer is accepting the Terms and Conditions on their behalf.
- 25. 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.
- 26. 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.
- 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.
- 28. 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.
- 29. Queensland Ballet reserves the right, at any time, to verify the validity of a participant's registration and to reject or disqualify a participant from participating in any classes.