

Terms and Conditions – Bespoke engagement activities

1. Information on how to enter and participate in any of Queensland Ballet's *Bespoke engagement activities*, 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 *Bespoke engagement activities*.
3. Once entered, details of the participant/organisation are not transferable to any other participant/organisation.
4. All information submitted must be true and correct at the time of registration.
5. Late or partially completed registrations for activities may be deemed as ineligible for consideration for participation in the program.
6. 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.
7. 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.
8. Participants grant 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.
9. 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 membership period from first application.
10. 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 by not limited to, any injury or damage to participants or any other person's computer related to resulting from registering for, participation in or downloading any materials in this program to enable application and full participation.
11. Queensland Ballet accepts no responsibility for inability to or failure to register by the closing date, if a closing date is advertised.
12. Registration and participation in the program is 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.
13. 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.
14. Activities may be withdrawn at any time without notice.
15. 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 fulfil their duties.
16. 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.
17. These Terms and Conditions may be altered where necessary, and any changes will be notified on the program's website.
18. 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.
19. Where a participant is a minor/dependent/child (as defined by Australia) a parent/carer is accepting these Terms and Conditions on their behalf.
20. Where a participant is a student enrolled at a private dance studio/community dance organisation, that studio/organisation is accepting the Terms and Conditions on that student's behalf as it pertains to the student's enrolment and student's/organisation's duty of care.