

Terms and Conditions – Community Engagement activities supporting Queensland Ballet’s Regional Tour

1. Information on how to enter and participate in the *Community Engagement activities supporting Queensland Ballet’s Regional Tour* 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. The Queensland Ballet (ABN 26009717079) is the owner of *Community Engagement activities supporting Queensland Ballet’s Regional Tour*.
3. Once entered, details of the participant/organisation are not transferable to any other participant/organisation.
4. Late or partially completed registrations for activities may be deemed as ineligible for consideration for participation in the program.
5. All information submitted must be true and correct at the time of registration.
6. 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.
7. Queensland Ballet accepts no responsibility for inability to or failure to register for activities by the closing date, if a closing date is advertised.
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. 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.
10. 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 full participation.
11. 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.
12. Activities may be withdrawn at any time without notice.
13. These Terms and Conditions may be altered where necessary, with the most current version available for download from the Queensland Ballet website.
14. Experiences as part of this program may be physically strenuous and participation is voluntary, based on the participant’s assessment of the participant’s fitness, health, ability to participate and understanding of the experience requirements, activities and expected outcomes.
15. 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.
16. The participant agrees 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.
17. Where applicable, although every effort will be made to ensure project materials are sent to the email account stated during registration, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
18. 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.

Queensland Ballet

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19. 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.
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. 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.
22. If fees form part of the registration process and are due prior to participation in an activity. Once paid, fees are final, non-refundable and non-extendable.
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.