

## Terms and Conditions – Ambassador Program for Practicing Educators

### General

1. Information on how to enter and participate in Queensland Ballet's *Ambassador Program for Practicing Educators* 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 *Ambassador Program for Practicing Educators*.
3. Queensland Ballet's *Ambassador Program for Practicing Educators* is a yearlong program ending on 31 December each year.

### Application process

4. Once entered, details of the teacher are not transferable to any other person.
5. Late or partially completed applications may be deemed as ineligible for consideration for participation in the program.
6. All information submitted must be true and correct at the time of application.
7. The decision made by Queensland Ballet to accept a teacher into the program will be based on their ability to work within a team as curriculum and pedagogy change makers and as a representative of year levels of specialty within the education sector, Queensland schooling systems and geographic regions of Queensland as defined by the Department of Education.
8. The decision made by Queensland Ballet to provide access to the travel subsidy for teachers who live in regional areas will be based on the defined geographic distance between the school they are employed by and the Thomas Dixon Centre.
9. Teachers who are approved access to the travel subsidy will be reimbursed up to a total of \$300 per Intensive week upon the presentation of original receipts including fuel, bus, train or plane fares. Teachers will only receive reimbursement for receipts of travel between employment location and not daily travel between Brisbane and TDC.
10. By providing information to support an application and or program participation the teacher 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.
11. Where applicable, although every effort will be made to ensure project materials (including information packs and forms) are sent to the address stated on the application forms, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.
12. The teacher 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.
13. 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 nominating for, participation in or downloading any materials in this program to enable application and full participation.

14. Queensland Ballet accepts no responsibility for inability to or failure to apply by the closing date.
15. Application and participation in the program is undertaken by participants at their own personal risk and based on their own assessment of their fitness, health, cognitive ability to participate and understanding of the program, its requirements, activities and expected outcomes.
16. 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.

#### **Modifications and/or Cancellations**

17. 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.
18. The program may be withdrawn at any time without notice.
19. 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.
20. 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.
21. TRS funding contribution will be paid at the amount of \$275 (inc. GST) to the school / kindy the teacher is employed by after the completion of each week intensive and the presentation of an invoice addressed to Queensland Ballet. In the event that a teacher is unable to attend part thereof, the school will be paid only the proportion that the teacher attends. This payment is non-transferable.
22. 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**

23. The teacher 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.
24. 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.