

## Terms and Conditions – High School Work Experience Residency

### General

1. Information on how to enter and participate in the Queensland Ballet *High School Work Experience Residency* including all relevant program guidelines, information books, 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 High School Work Experience Residency*.
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's duty of care.

### Application Process

5. Once entered, details of the applicant are not transferable to any other person.
6. Late or partially completed applications may be deemed as ineligible for consideration for participation in the program, and will only be considered at Queensland Ballet's discretion.
7. All information submitted must be true and correct at the time of application.
8. Participants wishing to apply must be studying in either Year 10 – 12 at an approved and recognised Australian school with preference given to those students enrolled in a Queensland Department of Education and Training education facility. Year 10 – 12 students from interstate are also invited to apply.
9. A fee forms part of the application 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.
10. The decision made by Queensland Ballet to accept an applicant for High School Work Experience placement is final, and may be based on a combination of factors including but not limited to the number of applications received, proposed structure of group activities and availability of Queensland Ballet team members in relation to the nominated preferred learning areas.
11. Queensland Ballet accepts no responsibility for inability to or failure to apply by the closing date.
12. By providing information to support an application and or program participation the applicant 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.
13. Queensland Ballet does not supply learning 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).
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 application forms, Queensland Ballet takes no responsibility for lost or misdirected items not received by participants.

15. 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 application and full participation.
16. 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.
17. 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.

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

18. 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.
19. The program may be withdrawn at any time without notice.
20. 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.
21. 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.
22. These Terms and Conditions may be altered where necessary, and any changes will be notified on the program's website.
23. 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.

### **Use of Personal Information**

24. The participant 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.
25. 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.