

## QUEENSLAND BALLET MEMBERSHIP TERMS AND CONDITIONS

**Updated September 2024**

Before proceeding with your purchase, please read these Terms and Conditions carefully.

Do not purchase a Membership or register for a Membership event unless you agree with these Terms and Conditions.

THOMAS DIXON CENTRE is the home of Queensland Ballet Company (ABN 26 009 717 079) (Queensland Ballet). In these Terms and Conditions, “you” is the account holder/purchaser of a Queensland Ballet Membership and “we” or “us” is Queensland Ballet (“QB”),

These Terms and Conditions apply to any membership, membership event, workshop or merchandise bought from Queensland Ballet or through the THOMAS DIXON CENTRE Box Office (in person, online or by phone).

Purchasing a membership is considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions. Where a member is a minor/dependent/child as defined by Australian Law, a parent/carer accepts these Terms and Conditions on their behalf.

### GENERAL

These Terms and Conditions are governed by the laws of Queensland, Australia.

These Terms and Conditions may be varied at any time. Any variation becomes effective on the day immediately after its publication on the Queensland Ballet website and applies to any purchases made after that date.

If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.

Information on how to join and participate in the Queensland Ballet membership including all program guidelines, membership/payment forms and fact sheets made available online and actively distributed through the program form part of these Terms and Conditions. To the extent that there is any inconsistency between additional Terms and Conditions, these Terms and Conditions will prevail

The Queensland Ballet (ABN 26009717079) is the owner of Queensland Ballet Membership and its affiliated levels: Friend, Supporter, Leader and Producer.

### PERSONAL INFORMATION

By purchasing a Membership at or through Queensland Ballet or the THOMAS DIXON CENTRE, you consent to the collection, use, disclosure and handling of your personal information (which may include your name and home location, and transactional information you provide) as detailed in the privacy policy contained on the Queensland Ballet website (as may be updated by us from time to time).

Members grant 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.

The intellectual property and copyright of any material created in this program will be owned solely by Queensland Ballet, who are free to distribute and market as they see fit.

Without limiting our privacy policy, we may:

- collect your personal Information in order to provide you with products and services, notify you of any changes in connection with your membership, contact you in relation to your membership, recommend other services provided by our partners, provide you with information about upcoming events, detect fraud, and otherwise communicate with you.
- disclose your personal information to the Presenter, our related entities, our professional advisers, in connection with our funding arrangements, and otherwise with your consent.
- disclose your personal information to the Venue, in which case the Venue will collect, use, disclose and handle your personal information in line with their own privacy policies, which you may obtain from the Venue; and
- use your personal information for the purpose of marketing, including direct marketing.

We will take precautions to safeguard your personal information from loss, misuse, unauthorised access, modification or disclosure. By providing information to support a membership, the member warrants they either own the material or have acquired sufficient right to use the material for the purpose of the membership and agree to indemnify Queensland Ballet against any loss of damage cause by breach of this warranty.

If you wish to have access to, or correct, any of your personal information held by us, or make a complaint about the way we have collected, used or disclosed your personal information, please contact us at [membership@queenslandballet.com.au](mailto:membership@queenslandballet.com.au) or 07 3013 6666.

If you are not satisfied with the way we address your complaint, you may make a complaint to the OAIC. We may from time to time make changes to our privacy policy. If we amend our policy, we will post the amended privacy policy on the Queensland Ballet website.

## TERMS AND CONDITIONS OF MEMBERSHIP

### **Purchase and pricing**

All prices quoted are in Australian dollars and include GST if applicable. Transaction fee and postage fees may apply to aspects of your purchase. You will be notified of the applicable fee prior to purchase.

Tax Disclaimer The purchase of a Queensland Ballet Friend, Supporter or Leader Membership is not applicable as a tax-deductible gift or donation. Purchase of a Queensland Ballet Producer Membership includes a philanthropic donation and is partially tax-deductible to the value of \$500. A tax receipt will be issued to the email address provided at time of purchase.

Pricing changes We may change our membership fees and the price of our service from time to time; however, any price changes or changes to your payment plans will apply no earlier than 30 days following notice to you.

Purchase Authority You warrant that you have the authority to make payment for your membership and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the membership.

Opting-In. A membership fee forms part of the registration process. Memberships are valid and commence from date of purchase. A membership is not active until the full fee is paid, except where a membership is purchased on a payment plan in which case the membership is active from receipt of the first payment instalment.

All information submitted must be true and correct at the time of registration. Queensland Ballet reserves the right, at any time, to verify the validity of a membership application, reject an application or disqualify a membership that is not in accordance with these Terms and Conditions.

Renewal Reminders. Three renewal reminders will be sent to the account holder's email address provided at purchase. This includes any changes to membership conditions and pricing. It is important for members to ensure their email information is up to date, true and correct.

## **Billing**

Membership Cycle. Memberships are valid for one calendar year (01 Jan – 31 Dec) and must be renewed ahead of the following calendar year for ongoing access to benefits. Activation and expiry dates are viewable on your digital membership card or in the Membership Hub.

Payment Method. You authorize us to charge the Payment Method associated to your account at time of purchase. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the membership until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

Updating your Payment Method. You can update your Payment Method in your member profile by logging in at <https://purchase.queenslandballet.com.au> or contacting us directly via phone 07 3013 6666 or email [membership@queenslandballet.com.au](mailto:membership@queenslandballet.com.au)

Payment Plans Queensland Ballet offers a four-instalment payment plan for all Memberships. Payment plans are only available on request and must be organised with Queensland Ballet and the Queensland Ballet Memberships Team directly. Where a membership is purchased on a payment plan the membership is active from receipt of the first payment instalment. By purchasing a membership on a payment plan, you authorise Queensland Ballet to charge the Payment Method associated to your account at time of purchase on the first business day of each subsequent month until the full value of your membership is paid.

## **User Account**

Prior to purchasing a membership through the Queensland Ballet website, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and not provide it to any other person.

You are responsible for your use of the Queensland Ballet website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify us immediately and reset your password.

### **Membership Hub and Digital Membership Cards**

By purchasing a membership, you entitle Queensland Ballet to provide your membership details to our third-party service provider Cuseum Inc. and agree to the [Cuseum Inc. terms of service](#) for the purpose of issuing and maintaining your membership card and events hub.

Queensland Ballet Members are required to present their Queensland Ballet Membership card when redeeming membership benefits.

### **Cancellations, Opt-Out and Refunds**

Cancellation. You can cancel your membership at any time, and you will continue to have access to your membership through to the end of your billing period.

Refunds. To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial membership period. If you cancel your membership, your account will automatically close at the end of your current billing period. Once purchased memberships are non-refundable, transferable, exchangeable or redeemable for cash.

Opting Out. To opt out of your membership prior to expiry date, please contact please contact us at [membership@queenslandballet.com.au](mailto:membership@queenslandballet.com.au) or 07 3013 6666 with notice to discontinue your membership.

### **Registrations, Participation and Event Refunds**

Registration. Queensland Ballet accepts no responsibility for inability to or failure to register by the closing date for any individual activities, events, or workshops. Activities may be physically strenuous, and participation is voluntary based on a participant's (or parent/guardian) own assessment of their fitness, health, cognitive ability to participate and understanding of the class or event requirements, activities and expected outcomes. The decision by Queensland Ballet to accept a member into the program or activity within the program may be based on a "first-in" basis and/or specified age limits, provided the membership form and or registration is not late or partially completed. If for any reason an activity is unable to take place as planned, including causes beyond the control of Queensland Ballet the program may be cancelled, suspended or modified.

Participation. The member 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 registration. While every effort is made to deliver accessible programs and resources, Queensland

Ballet cannot guarantee modifications to information, infrastructure, delivery and content to ensure full participation for everyone. Information provided throughout the program is given for reference purposes only and to assist with general understanding. Before applying any information, members should seek professional advice from relevant experts who understand the personal circumstances of each individual.

Event Refunds. To the extent permitted by law (including the Australian Consumer Law), QB will not reimburse any additional expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance to an associated membership program or activity. All purchases, sales complaints and claims, and your legal rights, are included under the Australian Consumer Law.

### **Competitions**

Competitions. At times Queensland Ballet will promote competitions for members only. Entry eligibility, how to register, selection process, all relevant dates and announcements will be published on the Queensland Ballet website or via email. Any additional Terms & Conditions unique to each competition or promotion will be published on our website in conjunction with the competition or promotion. The winner of any competitions or promotions will be decided by Queensland Ballet and this decision is final.