

# Dance Classes Terms & Conditions

1. Information on how to participate in Gabba Dance Studio Classes including all schedules, information, payment and refund policies and frequently asked questions form part of these terms and conditions.
2. Participation in the classes will be considered acceptance of these terms and conditions, and any ongoing updates to these terms and conditions.
3. Gabba Dance Studio (ABN 5164877708) is the owner of the online and studio dance classes.
4. To participate, participants agree to register their attendance and provide Gabba Dance Studio with true and correct information including full name, phone number, email address, date of birth and next of kin contact details in case of emergency.
5. Classes may have age restrictions and age guidelines. This may include the requirement that a parent/carer 18 years of age or older must accompany a minor to register, pay, participate in and complete Gabba Dance Studio classes and associated requirements for participation.
6. The definition of participant is the singular person registering, paying and participating in a class and associated activities, in accordance with these Terms and Conditions. This definition extends to the parent/carer of a minor, whereby they are both considered the participant, as one and the same, for the duration of the participation in the Gabba Dance Studio class.
7. By registering to participate in Gabba Dance Studio classes you opt in to receive communication from Gabba Dance Studio and third party providers engaged by Gabba Dance Studio such as registration, delivery and feedback platform service providers to enable full participation in the Gabba Dance Studio dance classes.
8. Promotions are available for a limited time only, for as long as it is advertised by Gabba Dance Studio. Gabba Dance Studio has the right to cancel or change any promotion at any time without notice and at its sole discretion.

9. Gabba Dance Studio will provide information to dance class participants about any third party service provider requirements and participants may need to register with these providers, as well as accepting terms of service, not managed or controlled by Gabba Dance Studio.

10. Where participation in classes is regulated by minimum or maximum participant numbers, participation is on a first-come, first-serve basis where participation numbers may need to be controlled. Where participation numbers do not meet Gabba Dance Studio class guidelines, participation is not guaranteed.

11. Classes may be physically strenuous, and participation is voluntary, based on a participant's own assessment of their fitness, health, ability to participate and understanding of the class requirements, activities and expected outcomes. Participation is based on an understanding and knowledge there is a risk of personal injury or death.

12. By entering the premises, including online class locations, participants agree that Gabba Dance Studio is in no way responsible for personal injury or death. Participants are responsible for ensuring one's own physical and mental health for, during and after classes including injury rehabilitation and general post-class care.

13. Participants who are late to class may be refused entry.

14. From time to time Gabba Dance Studio may provide guidelines to assist participants with their personal dance practices and participation in Gabba Dance Studio classes. This may include checklists, standards, research or other similar material and is provided as supplementary content to support registration, payment, participation and associated activities related to Gabba Dance Studio classes. Acceptance of these materials is at personal risk, based on the participant's personal analysis of the information, the environment, their capabilities, personal medical advice, the teaching content and style and any other associated information.

15. By entering the premises, including online class locations, participants agree that Gabba Dance Studio is in no way responsible for property damage or loss including items which may be stolen. Participants are responsible for their belongings and property.

16. Participants agree they will not sue or make any other claims of any kind whatsoever against Gabba Dance Studio or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.

17. Fees form part of the registration process and are due prior to participation in a class. Once paid, fees are final, non-refundable, non-transferable and non-extendable beyond their three month expiry.

18. Participants grant Gabba Dance Studio the right to use personal information and images including still and video footage for marketing and communication purposes deemed reasonable by Gabba Dance Studio. Project image release forms may be issued to participants if Gabba Dance Studio wishes to expand the use of personal information and images beyond reasonable marketing and communication purposes.

19. Gabba Dance Studio 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, participating in or downloading any materials to enable full participation.

20. Participants are not permitted to record, download or share class content with non-participants and this includes the sharing, recording or downloading of Gabba Dance Studio class content between devices, platforms or networks, which is strictly prohibited, unless express written permission to do so is provided by Gabba Dance Studio.

21. Participation in all Gabba Dance Studio classes is dependent on each participant demonstrating respectful, courteous, honest and appropriate behaviour. Inappropriate behaviour is classified as anything verbal and non verbal that may be actual or perceived intimidation, harassment, discrimination or abuse.

22. Participants in breach of these Terms and Conditions may be removed from Gabba Dance Studio classes, in whatever format they are delivered and ongoing participation may be refused. This will be at Gabba Dance Studio's discretion.

23. The full schedule of classes may be cancelled, suspended, modified or withdrawn at any time without notice. The participant agrees to indemnify Gabba Dance Studio against any loss or damages caused by a cancellation, suspension, modification or withdrawal of classes or where a sponsor, partner or supporting individual or organisation fails to fulfil their duties.

24. Gabba Dance Studio reserves the right, at any time, to verify the validity of a participant's registration and to reject or disqualify a participant from participating in any classes.