

Tori Wade Dance Tour - Terms & Conditions

1. Agreement

- (a) By purchasing a ticket to Tori Wade's Dance Tour Workshop (**Workshop**) you agree to the following terms and conditions on which Parade Artists Pty Ltd (ABN 96 115 770 235) (**Promoter**) provides the Workshop to you (**Agreement**).
- (b) Where you are a 'Minor' as defined under section 21 of the Acts Interpretation Act 1987 (NSW), this Agreement will be deemed to be between the Promoter and the parent or guardian of the Minor.

2. Risk acknowledgement, liability and indemnity

- (a) You (or a person for whom or on whose behalf you are acquiring the services or activities) acknowledge that participation in the Workshop involves physical movement such as jumping, turning, twisting and other physical movements and activities associated with dancing (**Recreational Activity**) and that there are inherent risks, including risk of personal injury and death associated with this Recreational Activity. Particular risks include overexertion, sprains, twists, fractures, broken bones, spinal injury, paralysis and death.
- (b) By purchasing a ticket to the Workshop, you (or a person for whom or on whose behalf you are acquiring the services or activities) acknowledge and agree that you understand the general and particular risks associated with participating in the Workshop and the Recreational Activity and that you voluntarily accept and assume such risks.
- (c) By purchasing a ticket to the Workshop, you (or a person for whom or on whose behalf you are acquiring the services or activities) acknowledge and agree that to the full extent permitted by law, the liability of the Promoter in relation to recreational services (as that term is defined in the *Australian Consumer Law* (Cth) and any similar state laws) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any death or physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), disease, loss or damage, or economic loss of any description whatsoever which may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded, including without limitation, liability for any negligent act or omission, breach of duty or breach of contract by the Promoter.
- (d) You agree that you (or a person for whom or on whose behalf you are acquiring the services or activities) will disclose any pre-existing medical or other condition that may result in either you or any other person suffering injury, loss or damage at the Workshop.
- (e) You (or a person for whom or on whose behalf you are acquiring the services or activities) are fully responsible for the security of your (or a person for whom or on whose behalf you are acquiring the services or activities) personal possessions at the Workshop and that the Promoter is not responsible or liable for the repair or replacement of any personal possessions whether lost, damaged, stolen or otherwise.
- (f) To the extent permitted by law, you (or a person for whom or on whose behalf you are acquiring the services or activities) indemnify the Promoter and its employees, contractors and agents and will keep such parties indemnified in respect of any claim, action, proceeding, demand, damage, penalty, cost or expense however arising (including for negligence, breach of contract or breach of Statute) by any person including another participant in the Workshop arising as a result of, in connection with,

or in relation to your (or a person for whom or on whose behalf you are acquiring the services or activities) participation in the Workshop.

3. Safety

- (a) You agree to follow any rules set by the Promoter, its employees, contractors or agents or the venue representatives in connection with the Workshop. If you fail to comply with such rules and/or directions of the Promoter, its employees, contractors or agents, or the venue representatives you will not be permitted to participate or to continue to participate in the Workshop and no refund will be given.

4. Use of image

- (a) You acknowledge that you (or a person for whom or on whose behalf you are acquiring the services or activities) may be filmed and/or photographed during the Workshop and you (or a person for whom or on whose behalf you are acquiring the services or activities) consent to such activities taking place. You further acknowledge that the Promoter may use such photos and/or films in any medium and in any reasonable manner it sees fit without further consent or payment to you (or a person for whom or on whose behalf you are acquiring the services or activities).

5. Cancellation, variation and refunds

- (a) The Promoter reserves the right to cancel the Workshop at any time.
- (b) To the extent permitted by law, the Promoter will only offer a refund or exchange of a ticket if the Workshop is cancelled, rescheduled or significantly relocated by the Promoter and you cannot or do not wish to attend the reschedule or relocated event and you have applied for a refund within a reasonable time. For the avoidance of doubt, the Promoter does not offer refunds or exchanges as a result of a change in your personal circumstances.
- (c) If the Workshop is cancelled, rescheduled or significantly relocated by the Promoter, all liability is limited to the amount for which the ticket to the Workshop was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law, the Promoter will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
- (d) The Promoter reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues and ticket categories.

6. Supervision of Children

- (a) As a condition of entry into the Workshop, you must comply with the terms and conditions of entry for the applicable Tour venue (being the venue which you have purchased tickets for in respect of the Tour) as well as any instructions or directions provided by the venue or its representatives. The Promoter accepts no liability or responsibility for any failure to comply with such conditions.
- (b) While the Promoter ensures all dance instructors at the Workshop have a current New South Wales Working With Children Check and equivalent State checks for the Tour (if applicable), parental discretion should be exercised for any child under the age of 18 as to whether a supervising parent or guardian should accompany their child during the Workshop. A nominal ticket price is available for supervising adults to attend the Workshop in a supervising viewer capacity only. For the avoidance of doubt, this ticket type does not entitle the supervising adult to participate in the Workshop.

7. Privacy

- (a) Any personal information collected will be stored in accordance with the Promotor's privacy policy, a copy of which can be found on the Promotor's website – www.parademanagement.com.

8. General

- (a) You agree and accept that the Promoter may vary these terms without prior notice to you provided the change is not material to your participation in the Workshop.
- (b) If any term or condition (in whole or in part) is illegal or unenforceable, that term or condition (or part) is to be severed from the Agreement to the extent that it is illegal or unenforceable and any remaining part of such term or condition continues to operate to its full force and effect.
- (c) These terms and conditions shall be governed by the laws of New South Wales, Australia.