

1. **Application:** These terms and conditions apply to all services NZ Dance Challenge Limited (**NZDCL, we or us**) agrees to provide to educational establishments registered in New Zealand (**Participant or you**).
2. **Services:** We will provide Participants with dance tutorial videos and teaching resources (the **Materials**). Participants will, in accordance with the instructions in the Materials, record participating students within their school performing the dance routine and submit this video entry to NZDCL (the **Dance Challenge**). Each Dance Challenge will run for the duration of one school term (a **Challenge**).
3. **Registration:** Unless we have otherwise agreed to your registration, in writing, you must register via the registration form available on our website to participate in a Challenge. You will need to register for each individual Challenge. For the avoidance of doubt, you will not be automatically registered to participate in subsequent Challenges unless you complete and submit the relevant registration form for the Challenge in which you wish to participate.
4. **Acceptance:** By registering as a Participant, you confirm your acceptance of these terms and conditions.
5. **Confirmation:** Within 10 working days from the date of your registration in a Challenge, we will send you:
  - a. Confirmation of your registration as a Participant; and
  - b. Our invoice as specified in clause 7.

Upon receipt of our confirmation that you have been registered as a Participant in the Challenge, you will not be able to withdraw your registration and may only terminate this agreement in accordance with clauses 16 and 17.

6. **Fees:** We will charge you the fees listed on our website for provision of the Materials and entry to the Dance Challenge. Our fees shown on our website are GST exclusive.
7. **Payment:** We will provide you with an invoice for the fees specified in clause 6. Our invoice will include the details for payment of our fees. You must pay our invoice in full within 7 days after the date of our invoice. We will release the Materials to you together with relevant information in relation to your participation in the Challenge after receipt of payment from you.
8. **Competition criteria:** All Participants must submit their video entries by the relevant Challenge deadline. All video entries received will be judged against the criteria available on our website and given a final score. The entry with the highest final score will be selected as the Challenge winner (the **Winner**). We will have complete discretion when scoring the Challenge entries and our decision is final. We will announce the Winner on our website within 20 working days after the relevant Challenge deadline. We will also contact the Winner, using the contact information provided by the Winner in their registration form. If we cannot reach the Winner within 10 working days from the date we first attempt to make contact, we may disqualify the Winner. The

next highest-scoring Participant (the **Runner-up**) will be deemed the winner of the Challenge.

9. **Prize:** The Winner of each Challenge will receive a prize (the **Prize**). The Prize for each Challenge will be published on our website once it has been finalised, but may change at any time up to the date the Winner is announced. Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash.
10. **Disqualification:** NZDCL has the right to disqualify Participants if they fail to comply with these terms and conditions or NZDCL's reasonable instructions, including failing to follow the instructions in the tutorial video. Any Participant who fails to submit their video entry, prior to the Challenge deadline, will be automatically disqualified. If a Participant is disqualified from a Challenge the Participant will not be entitled to a refund of any fees which have been paid to NZDCL.
11. **Publicity and use of Images:** The Participant acknowledges that NZDCL may make, take, collect, retain, crop, alter, transform and use photographic images and audio and/or video recordings of any person who participates in a Challenge (**Images**). The Participant waives any right to inspect the final form of the Images. In addition to any rights NZDCL has in relation to the use of Participants and their students' personal information under its privacy policy, NZDCL may make available, publish and/or sell the Images for purposes related to NZDCL's business, including marketing and promotional purposes. You may re-share Images which NZDCL has published on its YouTube channel or other social media platforms by sharing links to those Images (to the extent this is permitted by YouTube or other social media platforms' conditions of use), but you may not copy those Images themselves. Any other use, publication or distribution of the Images is not permitted and may infringe on the intellectual property rights of the third party which has granted NZDCL an exclusive licence to use the soundtracks which feature on the Materials. Participants and students involved in the Challenge may be required to participate in any media or promotional activities in connection with the Challenge for no compensation.
12. **Consent:** You warrant that, by registering as a Participant, all children under the age of 18 who participate in the Challenge have been given the necessary consent from their parent / legal guardian to participate in the Challenge and to have their Image recorded, publicised and shared in accordance with clause 11.
13. **Intellectual Property:** We retain ownership of all intellectual property, including copyright, prepared or created by you or us in connection with a Challenge. On payment of our invoice in full, we will grant you a limited, non-exclusive, non-transferable and revocable licence to use our Materials but only as reasonably required for the purpose for which they were prepared in connection with the relevant Challenge. You must not copy, adapt, reproduce, distribute, publish, commercialize or sell to anyone else, any Materials, unless we agree in writing.
14. **Health and Safety:** Both parties will observe and practice all health and safety requirements under the Health and Safety at Work Act 2015.

15. **Liability:** Nothing in these terms and conditions is intended to limit our obligations under the Consumer Guarantees Act 1993 to the extent they apply. To the extent the Consumer Guarantees Act 1993 does not apply to us:
  - a. We shall not be liable for any indirect, consequential or special loss or damage, whether in contract or tort (including negligence) or otherwise.
  - b. Our total liability arising under or in connection with these terms and conditions, whether in contract or tort (including negligence) or otherwise, is limited to the Fee paid by you.
16. **Force Majeure:** We will not be in breach of these terms and conditions if we cannot perform our duties or obligations due to an act of God, fire, Government direction or any other reason beyond our reasonable control. If we are unable to perform our duties or obligations under these terms and conditions due to any of these reasons, we will give notice of this to you. Performance of these terms and conditions will be suspended while the reason continues. If the reason continues for more than 15 working days, either party may terminate this agreement by giving written notice to the other.
17. **Termination:** Either party may terminate this agreement immediately by providing written notice to the other in the event of material default by the other party or the other party commits an act of bankruptcy, becomes insolvent, or has a receiver, liquidator, or statutory manager appointed for it. Termination of this agreement will not affect the rights of either party arising before termination. For the avoidance of doubt, we will retain all fees which have been paid to us up to the date of termination.
18. **Variation:** We may make any changes to, extend the Challenge deadline or discontinue a Challenge at any time, for any reason. We may amend these terms and conditions from time to time by giving you notice in writing. Any amendment to these terms and conditions will apply to any subsequent registration as a participant in a Challenge after the date we notify you of the amended terms.
19. **Waiver:** We will not be deemed to have waived any right under these terms and conditions unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these terms and conditions will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these terms and conditions.
20. **Severability:** If any of these terms are not enforceable for any reason, that part will be deleted and the rest of the terms and conditions will continue to apply.
21. **New Zealand Law:** New Zealand law applies to these terms and conditions and the courts of New Zealand have jurisdiction in respect of them.