

## Terms and Conditions

### Beat Breakdown Participant Waiver

1. I acknowledge that I am voluntarily participating in physical dance competition that can be strenuous and subject to risk of serious injury. Place Management NSW and Dancekool urges you to obtain a physical examination from a doctor before beginning any competition. You agree that by participating in the competition is at your own risk.
2. I recognise that dancing within the competition is not without some risk to the musculoskeletal system (e.g. sprain, strain) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack or stroke). I acknowledge that not all risks can be known in advance.
3. I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity.
4. I hereby release and forever discharge Place Management NSW and Dancekool, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.
5. I further agree to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees and any related costs.
6. I further acknowledge that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorise Place Management NSW and Dancekool to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel.
7. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, field or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness. Both participant and Place Management NSW and Dancekool agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

### Event Rules, safety, compliance, and sportsmanship

1. I further acknowledge and understand that the Beat Breakdown dance competition has established rules and regulations pertaining to conduct, behaviour and activities of all Event participants by which I agree to abide during the Event and that I will be responsible for my failure to abide by those rules and regulations. I have received, read and understand the Event rules. I understand that violation of the rules can result in dismissal from Event.
2. Participants must be over 16 to enter (participants under 18 must be accompanied by a parent or guardian)
3. The competition is limited to 16 participants per event
4. I will accept all judges' rulings as final and I will support the competition outcome

5. The competition style is elimination rounds and the battle is 1v1
6. The dance style is selected in advance and made available prior to registration
7. Battle schedule:
  - Top 16 (1 x 45 sec per dancer)
  - Top 8 (1 x 45 sec per dancer)
  - Top 4 (2 x 60 sec per dancer)
  - Final 2 (2 x 60 sec per dancer) and winner announced
8. I understand that dance is an athletic activity, which requires proper training and supervision
9. I understand it is my ethical duty to put the interest and safety of my dancers first, and not to put dancers at unnecessary risk
10. I agree to follow all safety and performance guidelines both by the letter and spirit of the rule
11. I understand that if a violation is reported, I may be required to supply eligibility verification to event officials

### **Beat Breakdown Game of Skill Competition**

Beat Breakdown is Darling Harbour's monthly dance battle, inviting 16 individual dancers to battle it out each month. There are prizes available for the winners and runners up from each battle. Every 4 months, winners are invited to participate in an All Star Battle with additional prizes up for grabs.

You agree and acknowledge that:

- A. You have read and will comply with these Terms & Conditions ("T&CS") for the Beat Breakdown dance battle ("Competition"); regardless of the manner in which you apply for or use any services or features described in these T&CS, including any platform, website, subdomain of the website, an app or mobile site managed by us or our behalf by a third party.
- B. Entry by you into this Competition is deemed to be an acceptance of these T&CS.

#### **1. Promotional Period for the Competition**

**Start Date:** Friday 19 February 2024

**End Date:** Thursday 5 December 2024

("Promotional Period")

#### **2. Eligible entrants for the Competition**

- A. Entry is open to customers aged 6+ except PLACE MANAGEMENT NSW employees and their immediate families, and agencies associated with this promotion. "Immediate family member" means any of the following: spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent.
- B. Entrants under the age of 18 must have a parent or legal guardian's approval to enter.

#### **3. How to enter the Competition**

- A. To enter the Competition and submit a valid entry, during the Promotional Period you must:
  - i. Register for Beat Breakdown on the Darling Harbour website:  
<https://www.darlingharbour.com/whats-on/events/beat-breakdown>
  - ii. Participate at the Beat Breakdown competition that you are registered for at Palm Grove Forecourt, Darling Harbour.

#### **4. Criteria of Entry**

4. To submit a valid entry, your entry must have the following:

- A. All details completed via the registration link on the Darling Harbour website:  
<https://www.darlingharbour.com/whats-on/events/beat-breakdown>
- B. Participate at the Beat Breakdown competition that you are registered for at Palm Grove Forecourt, Darling Harbour in line with the judges requirements.

## 5. The Prize

- A. There will be a prize for winning the Competition (“Prize”) in each category.

### Winner

- Prize package valued at \$350AUD which includes vouchers to various Darling Harbour retail and/or experiences, as well as 1 x post on Darling Harbour Instagram and Facebook channels.

### Runner Up

- Prize package valued at \$200AUD which includes vouchers to various Darling Harbour retail and/or experiences, as well as 1 x post on Darling Harbour Instagram and Facebook channels.

For the quarterly all star battle on July 18 2024 and December 5 2024, the prizes are:

### Winner

- Prize package valued at \$500AUD which includes vouchers to various Darling Harbour retail and/or experiences, as well as 1 x post on Darling Harbour Instagram and Facebook channels.

### Runner Up

- Prize package valued at \$300AUD which includes vouchers to various Darling Harbour retail and/or experiences, as well as 1 x post on Darling Harbour Instagram and Facebook channels.

- B. The total retail value of the prizes are as follows:

### Monthly Battle:

- Winner: \$350 AUD
- Runner Up: \$200 AUD

### All Star Battle:

- Winner: \$500 AUD
- Runner Up: \$300 AUD

The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) at the date of publishing these T&CS. PLACE MANAGEMENT NSW accepts no responsibility for any variation in the value of the Prize after publication of these T&CS.

- C. No part of the Prize is transferable or exchangeable and cannot be redeemable for cash. If a Prize is unavailable, PLACE MANAGEMENT NSW reserves the right to substitute the prize to one of equal or greater value.

## **1. Determining the Winner**

- A. Each Winner will be determined as follows:
  - i. The winner will be determined by judges selected and coordinated by Dancekool (“Representative”) on behalf of Place Management NSW
  - ii. Each entry will be judged on the basis of the Entrant’s creative merit.
  - iii. When determining a winner, the Representative will take into consideration the following:
    - A. Technique
    - B. Execution
    - C. Creativity
    - D. Musicality
    - E. Presentation
  - iv. The best entries, as determined by the Representative, will win the Prize.
  - v. The Representative may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
  - vi. The winner will be determined by skill. Chance plays no part in determining the winner.
  - vii. The Representative's decision is final, and binding and no correspondence will be entered into.
- B. PLACE MANAGEMENT NSW reserves the right, to validate and check the authenticity of entries and the Entrant's details (including an Entrant's identity, age and place of residence). In the event that a Winner does not provide suitable proof as required by PLACE MANAGEMENT NSW within a reasonable time period after receiving such a request by PLACE MANAGEMENT NSW, the Winner forfeits the Prize in whole and no substitute will be offered.
- C. PLACE MANAGEMENT NSW reserves the right to disqualify entries in the event of non-compliance with these T&CS. If there is a dispute, PLACE MANAGEMENT NSW will resolve the dispute in direct consultation with the Entrant. If the dispute cannot be resolved, PLACE MANAGEMENT NSW's decision will be final.

## **2. Contacting the Winner**

- A. The Winners will be announced at the end of each Beat Breakdown competition. They will be contacted via email by PLACE MANAGEMENT NSW (“Message”) within twenty-four (24) hours of the time the Representative selects a winner. The Winner must acknowledge and respond to the Message within 3 days (3) of receiving the Message. All reasonable attempts will be made to contact the Winner.
- A. PLACE MANAGEMENT NSW will email and/or deliver the prize to the winner within one (1) week of receiving a response to the Message.
- B. The Winner forfeits the Prize in the event:
  - a. The Winner does not respond to the Message within one (1) week of receiving the Message;
  - b. PLACE MANAGEMENT NSW is unable to contact the Winner after all reasonable attempts have been made to contact them.; or
  - c. The Winner does not take or claim the Prize within a time specified by PLACE MANAGEMENT NSW in the Message.
- C. In the event a Winner forfeits a Prize, PLACE MANAGEMENT NSW will not be obliged to substitute the Prize.

### **Privacy**

- B. PLACE MANAGEMENT NSW will collect and use your personal information in accordance with the PLACE MANAGEMENT NSW Privacy Policy located at [https://www.Place Management NSW.nsw.gov.au/privacy](https://www.PlaceManagementNSW.nsw.gov.au/privacy) (“Privacy Policy”) to:
  - a) Conduct the Competition;
  - b) Contact Winners;
  - c) Notifying Entrants of upcoming events promoted by PLACE MANAGEMENT NSW and future competitions;
  - d) Sharing your personal information with third parties where necessary to facilitate distributing and supplying you with the prize, and in association with conducting the Competition; and
- C. Except as disclosed in the PLACE MANAGEMENT NSW Privacy Policy, PLACE MANAGEMENT NSW won’t provide your person information collected to third parties unless required by law.
- D. There is no legal requirement for you to provide PLACE MANAGEMENT NSW with your personal information when you enter the Competition but failing to provide the personal information may mean you will not be able to participate in the Competition.

### **3. Further Conditions**

- A. All material submitted on entry (e.g. video(s); photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT:
  - a) be in breach of any laws, regulations, and rights, including any laws regarding intellectual property, defamation, and privacy;
  - b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or

discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication;

- B. The entrant warrants and represents that any material sent or provided will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
- C. PLACE MANAGEMENT NSW reserves the right to disqualify an entrant who they have reason to believe has breached the T&CS or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this competition.
- D. By entering, all entrants license and grant PLACE MANAGEMENT NSW, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- E. PLACE MANAGEMENT NSW does not endorse, support, promote, guarantee or verify in any way the views, opinion or judgement of any about Instagram/Facebook or any supplier used in association with the Competition or Prizes and you must exercise care and your own discretion when you use any associated supplier and the Prizes. PLACE MANAGEMENT NSW is not responsible to you or anyone else for loss suffered in connection with the use or availability of the Prize or Instagram/Facebook. PLACE MANAGEMENT NSW excludes, to the maximum extent permitted by law, any loss which arises, or may arise as a result of the use of the Prize.
- F. For more information about this competition please contact the promoter (PLACE MANAGEMENT NSW) at:

NSW Department of Planning, Industry & Environment

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