

Terms and Conditions for Twirling NSW Events

By registering for and/or attending events hosted by Twirling NSW, participants agree to the following terms and conditions:

General Terms & Conditions

1. You have read the event COVID protocols as outlined in the **NSWBTA COVID Safe Plan** ([click here to read](#)) and understand the rules, safety requirements, and risk mitigation steps implemented.
2. As outlined in the NSWBTA COVID Safe Plan, you agree to sign in via the event QR code or manual sign in sheet if provided. It is also encouraged that all attendees and participants download and appropriately use the Australian Government COVID Safe App.
3. By registering for an event and/or purchasing your ticket, you are providing us with permission to disclose your/your child's personal information in the event that the NSW Government Department of Health makes a formal request for personal information for the purpose of contact tracing.
4. You acknowledge and agree that when applicable, spectator-free events require all parents/guardians to remain outside the venue and adhere to the allocated drop-off and pick-up zones/times. Spectator events require adherence to all rules and regulations as set by the event host and administration team.
5. You agree to consider your own safety, wellbeing and any applicable government advice before attending any event. By attending, you accept any risk associated with the event, including in relation to COVID-19.
6. You agree not to attend events if you, or a member of your household, fall into any of the categories listed below:
 - feel unwell with any cold, flu-like, or COVID-19 symptoms (such as fever, cough, sore/scratchy throat, shortness of breath, loss of smell or loss of taste);
 - have tested positive for COVID-19 in the previous 14 days or are awaiting the results of a COVID-19 test;
 - are subject to a self-quarantine period, self-isolate period, or stay at home orders;
 - have been in direct contact with a known case of COVID-19 in the previous 14 days;
 - have, at any time during the previous 14 days, been to a positive COVID-19 case location or public exposure site assessed by NSW Health as close contacts, casual contacts, or monitor for symptoms;
 - become unwell during the event, in which case you must notify a NSWBTA official immediately and follow procedures for leaving the event as soon as possible.

Financial Disclaimer and Terms & Conditions

7. All ticket sales (if applicable) are final. Tickets cannot be refunded or exchanged after purchase except in the case of COVID-19 imposed government restrictions that prevent the event from going ahead; or in individual circumstances relating to the COVID-19 categories outlined in item 6 which prevent you from attending the event.
8. Refund requests must be made by your Club affiliation (or direct to Twirling NSW for non registered members) and submitted within 7 days of the event. Request appeals received after this period will not be considered.

Media Release Disclaimer and Terms & Conditions

9. You give permission as the Athlete or on behalf of the Athlete as the Parental/Legal Guardian, to Twirling NSW for the use and reproduction of any video footage, photographs, voice recordings, or writing of, and/or created by this participating athlete, including, but not limited to, posts on website/social media sites. The use of which will be primarily for the purposes of education and/or promotion by the Twirling NSW, including but not limited to the following platforms:
 - *Twirling NSW Facebook page @twirlingnsw*
 - *Twirling NSW Instagram Profile @twirlingnsw*
 - *Twirling NSW Webpage: www.twirlingnsw.org.au*
 - *For use in Twirling Educational Presentations*
 - *Promotional video/photography for Twirling NSW*
 - *General Advertisements for the Sport*
10. You acknowledge there is no time-limit on the validity of these terms and conditions and media release nor is there any geographic specification of where materials may be distributed.
11. The Athlete or the Athlete's Parent/Legal Guardian represents and warrants that the video, audio, photography and text created is original and does not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party.
12. If the content created for submission becomes the subject of a claim, suit or allegation of copyright, trademark or patent infringement, Twirling NSW shall have the right, in its sole discretion, to reject or otherwise disqualify the submission.
13. Permission to publish may be revoked by the Athlete or their Guardian by written request to Twirling NSW.
14. As the Athlete or the Athlete's Parent/Legal Guardian you agree to indemnify NSW BATON TWIRLING ASSOCIATION or Twirling NSW and its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type relating to the production or distribution of the video and photography submitted.