

Ceroc Australia Dance Company Membership Terms and Conditions

In consideration of your being granted Ceroc membership and being issued with a membership card in respect thereof by Ceroc Australia Pty Ltd ("Company") or by any Franchisee acting for the purposes hereof, as agent for the Company, you hereby agree:

1. Company shall be entitled at any time to refuse you admission at any premises at which Ceroc Australia dance classes or a Ceroc Australia function ("Ceroc Australia Event", "Ceroc Australia Night") of any nature is being held ("Ceroc Australia Venue").
2. Without prejudice to your statutory rights in respect of death or personal injury occasioned by an act of negligence by any officer or employee of the Company in the course of its business, neither Company nor its directors accept responsibility for loss of any nature suffered by you at a Ceroc venue.
3. You acknowledge the sole and exclusive rights of Company in the name and marques 'Ceroc' and in the Ceroc logo and agree not to utilise in the course of trade howsoever the name Ceroc or Ceroc logo on any occasion whatsoever.
4. You acknowledge and agree that Company is possessed of detailed technical and confidential information concerning the dance 'Ceroc' (and the steps, technique, style, and method of teaching used or employed at Ceroc events on Ceroc nights or otherwise) thereof) and that the instruction and information given in Ceroc dance classes includes such information and that you will not at any time hereafter disclose any said information to any third party for commercial purpose or usage or otherwise use commercially the said instruction and information.
5. Without prejudice to the generality of Clause 4 above and for the purposes of furtherance of the said agreement as to confidentiality you agree that (notwithstanding that you use a different title) you shall not during membership or for a period of 24 months from cessation howsoever of membership in Australia teach, publish or broadcast for commercial gain or otherwise the method of the dance described by us as Ceroc to any third party or procuring them to attend any dance function and alternatively dance class of whatsoever nature being held by you or your principal for which an admission fee (howsoever described) is payable.
6. If any part of this agreement or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgement shall not affect the remainder of this agreement, which shall continue in full force and effect.
7. Ceroc Australia Dance Company cannot accept responsibility for any lost or stolen membership cards. A small charge may be applied for a replacement card.
8. If you have used all your Rewards Cards you may use your business card or simply write your membership number on any Ceroc Australia card. This method may be used in emergencies only. You can also send a reward email from our website.

9. Only the person presented with the Rewards Card or email and who is a new first time member will be allowed into their first two classes for \$14.00 upon presentation of the card. They must also become a member of Ceroc Australia at their first class for a minor cost of \$2.
10. Any change of address (street address or e-mail address) must be communicated to the Office in writing. Otherwise we cannot guarantee that rewards will be recorded accurately.
11. No posters, flyers or other promotions may be distributed or posted at a venue without first obtaining the permission from Ceroc Australia Dance Company.
12. Ceroc Australia Dance Company Crew may remove any member from the Rewards scheme at any time and at their sole discretion.
13. Ceroc Australia Dance Company may change the number of Rewards points awarded for each introduction from time to time without notice. The points rate applicable at the scheme launch for all three levels is 2 points for each card presented, which equates to a value of \$2.
14. Membership is valid for life.

If a member's reward account is inactive for 12 months, unredeemed rewards will be forfeited.

30 September 2009