

REGISTRATION TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) govern your registration for and participation in any Breaking Bounds Dance Inc. event (an “**Event**”), including all Performance Events and Educational Events (as such terms are defined below), and are an agreement between Breaking Bounds Dance Inc. (“**Breaking Bounds**” or “**we**” or “**us**” or “**our**”) and the dance studio submitting the registration (the “**Studio**” or “**you**” or “**your**”).

Before proceeding with your registration, please read the following Terms carefully. Submission of a registration for an Event will be considered an affirmation of your acceptance of these Terms.

For Studios that are completing this registration on behalf of individual dancers and/or dance teams, you warrant that you have made the individual dancers, dance teams and their parents/guardians, as applicable (collectively, the “**Dancers**”) aware of these Terms.

1. Event Registration.

You may only register for and participate in an Event in accordance with these Terms. To register for an Event, simply create an account on DanceBUG <https://breakingboundsdance.com/competition-register/> which will enable you to update your account and receive the latest news about your Events.

Event registration will be confirmed by Breaking Bounds upon receipt of payment by the Studio of a non-refundable deposit of \$1,000 (for reservations of 50 or more entries) or \$500.00. (for reservations of 49 or fewer entries). Breaking Bounds will only reserve a space in the Event for the Studio upon receipt of such deposit.

Entries are on a first come, first served basis, until the Event is at full capacity. All registered Studios will receive a tentative performance schedule so that you can confirm that your entries are correct. The final schedule will be sent out prior to the Event, including any changes that may need to be addressed.

2. Payment of Registration Fees.

Payment by the Studio for registration of Events may be made via:

- i) credit card;
- ii) e-transfer to breakingboundsdance@gmail.com or
- iii) certified cheque or money order, made payable to: Breaking Bounds Dance Inc.

All entries per Studio must be submitted on one cheque.

Payments are to be received by Breaking Bounds no later than January 31, 2023 (the "**Deadline**"). Entries submitted after the Deadline are subject to the application of the late entry fee rate.

3. Event Cancellation.

If an Event is cancelled for any reason, Breaking Bounds will not be liable to the Studio or any Dancers for any deposits, registration fees, or direct or indirect costs or expenses, howsoever incurred. Except as otherwise provided for in these Terms, cancellation requests by the Studio or any Dancer will not result in the issuance of a refund or credit by Breaking Bounds.

4. Changes, Transfers or Substitutions.

Your registration and right to participate in an Event is non-transferable, non-assignable, non-sublicensable, and personal to you and each of the Dancers who are registered by you. Upon the selection by the Studio of a date and location as part of the Event registration, the registration will be final and cannot be changed without the prior written consent of Breaking Bounds, which consent may be arbitrarily withheld at the sole and absolute discretion of Breaking Bounds. ***Any changes to the registration so permitted by Breaking Bounds, including any variations to routine, or transfer or substitution of Dancers, will be subject to additional fees.***

For further clarification, Breaking Bounds will not issue any refund or credit to Studios or Dancers in connection with Dancers that do not participate in an Event due to illness or injury, or that otherwise withdraw from the Studio or an Event for any reason.

Breaking Bounds reserves the right, at any time, in its sole discretion, for any reason and without liability, to change the date, location, judging panel, faculty members, performance schedule, Event program or other Event details, including the right to reschedule or cancel an Event.

5. Alternative Format due to Covid-19.

In the event that a live Event is not able to run as planned due to the Covid-19 pandemic, Breaking Bounds may, in its sole and absolute discretion, choose to deliver the Event in an alternative format, which may consist of a hybrid live/virtual event experience or a fully virtual experience (an "**Alternative Format Event**").

The Studio acknowledges that the requirement for Alternative Format Events is a legitimate possibility and reasonable during the current circumstances; however, in the event that the Studio does not agree to participate in the Alternative Format Event, it must provide Breaking Bounds with at least 90 days' notice in writing by email to: info@breakingboundsdance.com. Upon receipt of such notice, Breaking Bounds may issue a credit to the Studio, in an amount equal to the registration fees paid to Breaking Bounds for the original live Event, to be applied to future Breaking Bounds Events.

6. Refund Policy.

No refunds will be issued for any reason.

All deposits and fees paid to Breaking Bounds to hold space or register for a Performance Event, including but not limited to Dance Competitions, Showcases, Productions, or Benefits (each, a "**Performance Event**") are Non-Refundable.

All deposits and fees paid to Breaking Bounds to hold space or register for an Educational Event, including but not limited to Dance Workshops, Master Classes,

Seminars, Intensives, or Conventions (each an “**Educational Event**”) are Non-Refundable.

Breaking Bounds will not be responsible for issuing refunds for registrations and payments made in connection with Events that are changed, rescheduled, postponed or cancelled for any reason.

Except as otherwise stated herein, no refunds or credits will be issued by Breaking Bounds in the event that an Event proceeds as an Alternative Format Event. Should the registration fees for the Alternative Format Event be less than the originally scheduled live Event, Breaking Bounds may issue a credit to the Studio for such difference in fees, to be applied to future Breaking Bounds Events.

In the event that a Studio has registered a Dancer for a Performance Event and the Dancer cannot participate due to illness or injury, the deposit and registration fee for the Dancer is not refundable nor transferrable to another Dancer. Breaking Bounds may, at its sole and absolute discretion, but shall not be obligated to, issue a credit to the Studio to be applied towards a future Breaking Bounds Performance Event.

In the event that a Studio has registered a Dancer for an Educational Event and the Dancer cannot participate due to illness or injury, the deposit and registration fee for the Dancer is not refundable nor transferrable to another Dancer. Breaking Bounds may, at its sole and absolute discretion, but shall not be obligated to, issue a credit to the Studio to be applied towards a future Breaking Bounds Educational Event.

There will be no refunds or exchanges on any digital products.

7. Force Majeure.

Breaking Bounds (including its officers, directors, employees and agents) will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results directly or indirectly from any cause beyond Breaking Bounds’ reasonable control, including acts of God, epidemics, pandemics, labour disputes or other industrial disturbances, electrical or power outages, utilities or other

telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8. Assumption of Risk.

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event. Furthermore, the Studio acknowledges and agrees that in order for a Dancer to participate in an Event, the Dancer must sign an Activity Waiver, in a form satisfactory to Breaking Bounds.

9. Release of Claims.

To the maximum extent permitted by law, you hereby release Breaking Bounds and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable legal fees and costs) that you may have now or in the future associated in any way with the Event.

10. Limitations of Liability.

Breaking Bounds and its affiliates will not be liable to you under any cause of action or theory of liability, even if a party has been advised of the possibility of such damages, for (a) indirect, incidental, special, consequential, or exemplary damages, or (b) lost profits, revenues, customers, opportunities, or goodwill.

11. Waiver.

The failure by Breaking Bounds to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by Breaking Bounds must be in writing to be effective.

12. Severability.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

13. Assignment; No Third-Party Beneficiaries.

You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without the prior written consent of Breaking Bounds, which consent may be arbitrarily withheld. Any assignment or transfer in violation of this section will be void. Breaking Bounds may assign these Terms without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Breaking Bounds as a party to these Terms, and Breaking Bounds is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

14. Governing Law.

These Terms shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. Modifications to Terms.

Breaking Bounds may modify these Terms at any time by posting a revised version on the Breaking Bounds website. The modified terms will become effective upon posting. By participating in an Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the Breaking Bounds website regularly for modifications to these Terms.

Date: Effective August 1, 2022