

# Play is the Way Terms and Conditions

## Delivery Policy

We will dispatch your order by Australia post. Within Australia, you can expect delivery within 10 working days.

International orders may take a little longer - please allow 3 to 4 weeks for delivery.

## Returns & Refunds Policy

Under the Trade Practices Act 1974 you may seek a refund if goods:

- are or become faulty through no fault of your own
- are not fit for a stated purpose
- don't match our description or sample

However, the goods must be returned within 30 days of purchase.

You may also be asked to demonstrate that the problem with the goods was not your fault.

The cost of returning the goods to Play Is The Way Pty Ltd will be borne by the customer.

If you prefer an alternative to a refund, we can arrange for goods to be exchanged.

Please choose carefully as you are not entitled to a refund if you simply change your mind.

Keep your tax invoice as proof of purchase.

## Open Workshop Registration Terms & Conditions Agreement

This agreement is made between Play Is The Way Pty Ltd (ACN 009 418 437) (hereinafter referred to as "PITW") and the Participant (hereinafter referred to as "**the Participant**").

### 1. Acceptance of the Terms and Conditions:

The Participant acknowledges and agrees that by participating in the workshop, the Participant accepts these Terms and Conditions and agrees to be bound by them.

### 2. Payment:

The Participant will be issued with a tax invoice after the Workshop Registration Form is processed by PITW. The Participant must pay the full amount within 14 days from the date of the invoice provided always that payment must be made in full before the workshop.

### 3. Cancellations:

a. Cancellations by the Participant must be received by email or fax at least 48 hours before 9am on the date of the workshop. Failure to do so will incur the loss of the full workshop fee.

b. If PITW cancels a workshop through no fault of the Participant, the Participant will be informed by email or phone and any monies paid by the Participant will be refunded in full within 7 days of the cancellation.

### 4. Intellectual Property and Copyright:

a. All the contents of the workshop (including but not limited to PITW's resources, games, materials, tools, aids methodology, know-how, concepts, framework, methods, techniques, systems, designs) are intellectual property held under licence by PITW ("**Intellectual Property**") and all rights are reserved.

b. The Participant shall not use or distribute PITW's Intellectual Property other than for the Participant's personal use or with students enrolled within the school or organisation set out in this online registration or with students so enrolled in another school or organisation which employs the Participant as an employee.

- c. The Participant shall not use PITW's Intellectual Property for commercial gain or any purpose other than as permitted in the clause (b) whether directly or indirectly through any joint venture, business, company, trust, partnership or firm and whether as owner, partner, director, shareholder, beneficiary, unit holder, officer, contractor, consultant, employee, agent or adviser.
- d. The Participant agrees that attending the Workshop does not qualify the Participant to carry out any form of training using the Wilson McCaskill Method(Play Is The Way®). Any person who wishes to use any or all of the elements of the Wilson McCaskill Method (Play Is The Way®) must be licensed to do so.
- e. Except as permitted by the Copyright Act 1968 (Cth), no part of PITW's Intellectual Property may be reproduced or copied in any form or by any process, electronic or otherwise, without the express written permission of PITW.
- f. Recording (whether sound, video, photographing or otherwise) is not permitted at the workshop without prior written approval from PITW [and subject to the Participant signing a "Media Acknowledgement Form" concerning the future use of such recordings].

For details of the Play Is The Way Policy on Intellectual Property please visit <https://playistheway.com.au/content/60-ip-policy>

**5. Catering:**

The Participant is responsible for advising PITW, at least 3 business days before the workshop, of any special dietary requirements. Although every reasonable effort will be made to satisfy these requirements, PITW does not guarantee that the Participant's requirements will be met.

Participants with any food allergies must bring their own food and PITW accepts no responsibility for any reaction to any food or beverage supplied during the workshop.

**6. Personal Property:**

The Participant acknowledges and agrees that PITW is not responsible and will not be held liable for any damage, theft or damage to the Participant's personal property at the venue prior to, during or after the workshop.

**7. Medical Condition and Release:**

The Participant must not participate in the workshop if he or she is not feeling well, is sick or has any known medical condition affecting their ability to participate in games involving mild physical exercise. By participating in the workshop, the Participant agrees to release and hold harmless PITW and any of its officers, employees and agents from any liability in this regard to the extent permitted by law. The Participant and the Participants also waive to the fullest extent permitted by law in this regard any rights to any causes of action that the Participant may have now or in the future against PITW.