



TERMS OF USE/DISCLAIMERS

TERMS OF USE

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and BravO! Dance Competition ("Company"), concerning your access to and participation in their events.

By accepting these terms, you are complicit in your understanding that dancing can involve serious risk of injury. You also understand that by permitting your child or ward to participate in a BravO! Dance Competition Event you are releasing BravO! Dance Competition and all its employees, agents, representatives, hosting site and any volunteers from any liability while attending class or participating in competition.

DISCLAIMERS

Safety

The safety of the dancers is paramount. A Backstage Manager, Gerriets Floor, and First Aid Kit will be at all BravO! events. The Gerriets Floor will be swept periodically, and any time debris is caused from props, costumes, etc.

Inappropriate Movements, Lyrics, & Costuming

Choreography, costuming, and/or the use of dance themes including but not limited to rape, suicide, murder, sex, domestic violence, anorexia/eating disorders, and dark undertones, chosen and/or presented to competition audiences with a lack of artistic discretion is considered inappropriate.

BravO! appreciates art form, creativity, and the desire to heighten world awareness of these themes through dance but deems it inappropriate to present them to audiences that include children of every age. We recognize that this is extremely subjective and sensitive. We urge all studio owners, teachers, and parents, to keep performances thematically and choreographically appropriate. If dance movements, music lyrics, or costuming are deemed to be too suggestive or otherwise inappropriate for our family audience, the judges may score it lower. BravO! Directors and/or staff reserve the right to terminate a routine in the middle of the performance if requested by the panel of judges.

Inherent Risks

Any performer competing in a dance competition accepts certain inherent risks. An inherent risk of exposure to Covid-19 and other communicable disease exists in any public place where people are present. Covid-19 is a disease that can lead to severe illness and death. Other risks include, but are not limited to, sprains, cuts, scrapes, bruises, pulled muscles, and broken bones. Participation in this competition indicates the acceptance of such risks by the performers and their parents/legal guardians. Therefore, by virtue of entering this event, it is agreed that participants will not hold BravO! National Dance & Talent Competition or its officers, directors, staff, or employees responsible for injuries sustained or illnesses contracted while in attendance and/or participating in any activity related to a BravO! Competition. Syncopated Inc., DBA BravO! National Dance & Talent Competition, and the hosting facility are not responsible for personal injury or property loss or damage to either contestant or spectators.

Media Release

Participants and teachers, by virtue of entering a BravO! Competition, give their permission and consent to the Directors of BravO! to use their images, likeness, video footage, or photographs to appear on videos, television, or any other electronic media for advertising, news coverage, or other commercial use of our events. Images may be cropped at the discretion of BravO! for artistic and marketing purposes.

Recording & Photography Restrictions

Video recording and photography of any kind is strictly prohibited. Failure to comply with this rule may lead to disqualification, point deduction, or removal from the competition. We urge all studio owners, teachers, and parents to keep our performances photographically safe. Unfortunately, this rule has been put in place due to the possible prevalence of people of a questionable nature and to protect the work of the dancers and choreographers. Cameras of any kind are not allowed in the dressing rooms. BravO! reserves the right to remove the media being used or those using it from the event. Failure to comply with these rules could result in the disqualification of dancer(s) and/or studio(s). Pictures will be permitted at award ceremonies only.

Judging

Judges are a combination of championship caliber competition studio directors, teachers affiliated with major dance studios or professional dance centers, and/or currently performing dance professionals. First and foremost, these judges are all well trained in multiple genres of dance and are sensitive to the various skill levels represented by the dancers' differing ages. This mixture of age, breadth of dance experience, and extensive background in performing arts contributes to the diverse range of feedback judges can offer all our competitors. Every effort is made to provide feedback in five main areas: Technique, Choreography, Age/Skill Level, Appropriateness & Performance Skills. By attending a BravO! competition, all entrants agree that the time, manner and method of judging the contest shall be solely within the discretion of the Directors and Producers of BravO! National Dance & Talent Competition. All decisions of the judges are final.

Competing Out of Order

Routines are expected to be performed in the order they are scheduled by the BravO! office staff. Routines approved to perform early, before corresponding awards ceremony may be eligible for consideration in their age/division/ size overalls. These exceptions are at the sole discretion of BravO! and must be communicated and approved by office staff at least a week in advance and are not considered day of event changes.

In all cases, routines must be performed before the awards session in which they are scheduled to qualify for any applicable awards or overalls. Routines moved at the event or routines that cannot be performed before the awards session in which it is scheduled for any reason, may be performed for judges 'comments and adjudication only.

Late Changes

Changes, requests, and additions to scheduling is at the sole discretion of BravO! and must be communicated through the BravO! Office prior to final scheduling. There will be a \$10 late fee for each change made less than 14 days prior to the competition. This fee must be paid by credit card at the time the change(s) is made. NO CHANGE WILL BE PERMITTED AT THE COMPETITION WITHOUT DIRECTOR'S APPROVAL.

Determining Age Division

Performer's age will be determined by their age as of January 1st of the current competition year. The average age of all performers in a Duo/Trio, Group, or Line determines the age division for that routine. BravO! figures the average by adding the ages of all performers in a routine divided by the number of performers and DROPPING THE DECIMAL POINT. For example, if the average age is 12.9, the routine would compete in the 12 years (Teen) age division.

*****Age bump up rule:** Any routine with a gap of two age categories between the youngest and oldest dancer will automatically bump the routine to the next higher age category. i.e. a senior is placed in a routine where the average age is petite, the routine will bump up to junior. Production is the only exception to this rule***

Any routine containing a performer 20+ years old will automatically be placed in the Adult Division, regardless of the average age of all performers in that routine.

Please be aware, if a protest arises regarding age, all competitors must be prepared to present proof of age. All protests must be presented in writing to the BravO! Tour Director within one half-hour of the incident in question. All protests must be signed. EACH PERFORMER MUST BRING PROOF OF AGE. We will require this proof to be presented in the event of a protest.

Experience Levels

We at BravO! understand that levels are subjective and may vary from different locations and events. We view levels as a learning/teaching tool to inspire and challenge students to strive for the next level in their competition experience. Although we, in the office or at events, cannot make individual level choices for Studio Directors, our judges or Tour Directors may suggest that performers move up a level for their next competitive event. If these suggestions were provided in previous competitions, we kindly ask that you take these comments into consideration when creating or updating your season's roster.

DISCLAIMER: The information provided regarding experience levels is meant as a guideline. The decision is made at the discretion of each studio owner and/or teacher based on these guidelines. PLEASE BE SURE TO

REEVALUATE AND UPDATE YOUR PERFORMERS' EXPERIENCE LEVELS PRIOR TO REGISTRATION FOR A NEW SEASON.

O!verture Level

The O!verture level is designed for performers with limited to no competition experience and/or performers who take an “approximate” total of 0-2 hours of dance or acro rehearsal/lessons per week. O!verture routines are not eligible for any overall certificates of monetary value. Any dancer registered for more than 5 routines in a registration, including solos/duo/trios and excluding production, is ineligible to be listed as an O!verture dancer in your roster and will need to move into the Encore! level.

Encore! Level

The Encore! level is designed for performers with minimal to moderate competition experience and/or performers who take a total of 2-5 hours of dance or acro rehearsal/lessons per week. Performers in this intermediate level understand and execute basic technical concepts in their style and are progressing in technique and performance. Any dancer registered for more than 8 routines in a registration, including solos/duos/trios and excluding productions, is ineligible to be listed as an Encore! dancer in your roster and will need to move into the BravO! level.

BravO! Level

The BravO! level is designed for performers who display a higher level of technical abilities and skill and/or have moderate to significant competition experience. BravO! level performers generally take a total of 5 or more hours combined dance or acro rehearsal/lessons per week. In addition, any dancer performing in 9 or more routines, including solos/duos/trios and excluding productions, must be listed as BravO! in your roster. Performers in any of the Talent Categories will automatically be placed in the BravO! level for their talent routines regardless of their level in the roster.

*Please keep in mind, no competition can know how many hours a week a performer is in the studio or how much competition experience each student has. We trust that directors/teachers will use sound judgment when entering levels for performers and will take previous judges' comments into consideration at the start of each season. Any questions or exceptions must be approved by BravO! office staff prior to final scheduling.

Payment Options

Billing for BravO! may now be processed through Dance Comp Genie portal if paying by credit card 45 days prior to the start of the event. Please note that there is a 4.5% processing fee when selecting credit card as payment form. When you complete and finalize your entries online by accepting the terms of use, you are alerting the BravO! Office staff that you have completed your registration process. Final Invoicing will be emailed to the studio email account 45 days prior to the event and full payment is due at that time. The account holder is responsible for the full invoice amount and changes to the registration after invoicing is at the sole discretion of BravO! A copy of your invoice may always be obtained through your DCG Portal.

Payment is due no later than 30 days prior to the start of each event! Please note that the only methods of payment for entry fees accepted by BravO! are cash, check, certified bank check, credit card, or money order. There is a \$40.00 fee for returned checks. Checks sent to BravO! prior to the date of invoicing will be held until 45 days prior to the competition start date, regardless of when they are received unless required by a deposit.

No studio will be officially registered for any given competition until the full balance is paid. BravO! reserves the right to remove full or partial registrations from scheduling without payment.

*****PAYMENT IS NOT ACCEPTED AT THE EVENT. NO EXCEPTIONS! *****

NO REFUNDS, NO EXCEPTIONS! If a change occurs due to the performer's illness or injury after your invoice has been issued, the studio will receive credit for the following season for any full routines that were unable to perform due to illness/injury. Please note, a doctor's note or confirmed test results will be required.

Additional entries that are requested after invoices have been published will be accepted on a case-by-case basis and will be charged at full amount with any late applicable fees, regardless of previously applied discounts. If these late entries are approved by BravO! staff, payment must be received before they are included in the scheduling. NO CHANGES, ADDITIONS, OR SCHEDULING REQUESTS will be accommodated after invoices are issued unless payment has been received in full.

GENERAL DISCLAIMERS

BravO! reserves the right to cancel or postpone any competition due to weather, number of entries, or any other circumstance deemed necessary. BravO! reserves the right to add additional competition days or move the competition location due to unforeseen circumstances.

Any change in competition days and/or times is at the sole discretion of BravO! and will be determined by the amount of time available at each regional competition.

Any routine that is not completed or experiences a walk off prior to the routine's end will not be eligible for a re-score and receives an automatic 15-point walk-off deduction. In instances where there was not enough material to score, the routine may be considered a scratch. The performer may be allowed to re-perform the routine at the Tour Director's discretion for any number of factors such as age, time, or overall competition experience.

Sportsmanlike behavior is expected at all times. Failure to display proper decorum could result in immediate disqualification.

Epileptics, asthmatics, and people with pacemakers should be advised that it is common for BravO! to use strobe light effects, laser effect, and water/glycerin based haze fluid throughout the entire competition.

Spectator and participant ticketing/admission is included with your registration and cover fees as paid by your studio/group. Seating is considered GA (general admission) and is first come, first serve. We ask that you do not hold seats for spectators that are not present. Theater/venue ushers and house crowd management teams may enforce their seating policies.

BravO! makes every effort to align with reputable vendors (photographers, videographers, etc.) at all events. However, BravO! is not responsible for any unfulfilled orders resulting in a financial loss for the customer that may be caused as a direct result from the business practice of any of its vendors.

Each performance is compensated with the following:

- stage performance time in a professional performance venue
- placement by our panel amongst their peers
- adjudication from 3 professional industry judges
- 3 judges video critiques
- scholarships to future events (top scoring participants)

NOTICE: These Terms of Use contain provisions that govern how claims you and the Company may have against each other are resolved (see section 12, below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with section 12.4. Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding, except for small-claims court; and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

WAIVER

("I", "me", "Participant," "Registrant"), have elected on a voluntary basis, and, if I am under the age of 18 or under the age of majority in my State of residence of the State in which the Event takes place, my parent or legal guardian on my behalf (individually and collectively referred to herein as "Guardian") provides permission, acknowledges the terms of this Waiver and elects on my behalf but with my consent, to participate in dance and other athletic performance-related activities (individually and collectively, "Activities") for which I am registered with Syncopated Inc dba BravO! Dance Competition ("Company"). I and my Guardian hereby represent and warrant that: (i) I am aware that participation in the Activities presents certain risks (including, without limitation, brain injury, severe bodily harm and/or death) and I am aware that equipment problems and human error can contribute to or cause such injuries; (ii) I am aware that my risk of injury may be increased if I suffer from conditions that may be affected by physical exertion, and I represent and warrant that I am in good health and do not suffer from any such condition(s) (including, but not limited to neck, back, and heart problems); and (iii) no representations or any kind have been made to me by Company or Company's employees, agents, or personnel regarding my ability to participate in the Activities. I knowingly and voluntarily assume all risks associated with the Activities, and I and my Guardian unequivocally agree to incur and assume such risks as a condition to my participation in the Activities. I represent and warrant that I have reviewed this waiver ("Wavier") with my Guardian and I have obtained the permission of my Guardian to enter into this Wavier, as evidenced by my Guardian's signature/s below. I and my Guardian agree and acknowledge that this Waiver is applicable to all Company Events and all Activities in which I participate at any time and is a perpetual Waiver for all such Events and Activities.

I and my Guardian, if applicable, understand that the Company from time to time produces audio-visual programs, promotions, and other materials relating to its Events, including, but not limited to, social media posts. I and my Guardian hereby grant Company and its agents, successors, assigns and licensees the perpetual right and license to use my name, likeness, biographical information, photographs, voice, personal characteristics, and other personal identification (collectively, "Likeness") and any digital, videotape, sound and audio-visual recordings in any way (collectively, "Recordings") in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in productions and in connection with the advertising and promotions and/or Company, provided that Company is under no obligation to exercise any of the foregoing rights.

In order to induce Company to register Participant in Company's Events and in consideration for Participant's opportunity to participate in the Activities, I and my Guardian hereby waive all claims (past, present or future), release and discharge, covenant not to sue, and agree to indemnify and hold harmless Company and all of its sponsors and advertisers, all venues at which the Events are held and all other persons and entities connected with the Events, the respective parents, subsidiaries, affiliated entities, licensees, successors and assigns of each of the foregoing, and each of their respective directors, officers, employees, agents, contractors, members, managers, partners, shareholders, and representatives, and each of their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, licensees and assigns (individually and collectively, the "Releasees"), in advance from and against any and all liability, loss, cost, damages, expense, claims, demands, actions, judgments and executions (individually and collectively, "Claims"), which I and my Guardian, and my and my Guardian's heirs, representatives, administrators, executors, and assigns (the "Releasing Parties") ever had, now has, or may have in the future, known or unknown, for loss or injury, including, without limitation, personal injuries, bodily injury, death, lost wages, loss of employment, infliction of emotional distress, and/or damage to property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the Releasing Parties' participation in the Activities and/or presence at the Events, including, without limitation, Claims arising from and defect or failure in or of equipment, venues, warnings, instructions, or otherwise, and/or arising from the Releasees' or any third parties' negligence or carelessness and/or the use of my Likeness, including, but not limited to, defamation, invasion of privacy,

infringement of rights of publicity, misappropriation, false light, copyright or trademark infringement. I and my Guardian understand the significance and consequence of this Waiver and the release of Claims set forth above, and agree that, all rights and Claims are hereby expressly voluntarily waived in full by me and my guardian.

I and my Guardian shall not be entitled for any reason to terminate or rescind this Waiver nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to Company hereunder, nor to restrain, enjoin or otherwise impair the development, production, exhibition and/or exploitation of the Events.

Limitation on Liability

14.1 Limitation on Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR PARTICIPATION IN SAID EVENT(s).

14.2 Claims Must be Brought Within Sixty Days. ALL CLAIMS THAT YOU MAY HAVE AGAINST THE COMPANY MUST BE BROUGHT WITHIN SIXTY DAYS AFTER THE CLAIM ACCRUED OR YOU WAIVE YOUR CLAIM AGAINST US.

Indemnity

Indemnity. You agree to indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your Contributions, use of the Company Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Contribution that you post on the Company website or through the Company Services causes Company to be liable to another or incur expenses to prove that it should not be.

Other

Other. This Agreement constitutes the entire agreement between you and Company regarding the use of the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Disputes with Company

12.1 Disputes Resolved by Binding Arbitration. Any dispute or claim that arises under or relates to this Agreement or relates in any way to the Company Services, the Company's website, or Intellectual Property will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

12.2 Initiating Arbitration and Relevant Procedures. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our litigation attorney's office: Edward Allen, 2010 44th St. S.E., Grand Rapids, MI 49508. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. For disputes with businesses, the arbitration shall be conducted according to the AAA Commercial Arbitration Rules and Mediation Procedures, with expedited procedures applied. For disputes with consumers, the arbitration shall be conducted according to the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Company will reimburse arbitration fees for consumer claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Company will not seek attorneys' fees and costs in consumer arbitrations unless the arbitrator determines the claims are frivolous. You may

choose to have the arbitration conducted by telephone, based on written submissions, by tele video conference, or at another mutually agreed location.

12.3 Individual Actions Only. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

12.4 Opting Out of Binding Arbitration. IF YOU DO NOT WISH TO ACCEPT THE BINDING ARBITRATION PROVISIONS CONTAINED IN THIS SECTION YOU MUST NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER REGISTERING WITH THE WEBSITE BY SENDING US AN EMAIL TO info@bravocompetition.com

12.5 Choice of Law, Forum, Venue, No Jury Trial. If for any reason a claim proceeds in court rather than in arbitration, including because you appropriately opt-out of binding arbitration, you and the Company both hereby submit to the personal jurisdiction of the State of Nebraska and to the exclusive venue of the state or federal courts located in Grand Rapids, Michigan. We both also waive any right to a jury trial.