

EGG ACADEMY

ENROLMENT TERMS & CONDITIONS

1. **GENERAL TERMS**
 - 1.1 Welcome to the Egg Academy! We are a community for young digital creators, fostering growth, joy, and connection through the pursuit of their passions. We focus on nurturing the creative and technical interests of 10-18 year-olds, helping them develop cutting-edge tech skills, connect with others in a supportive social environment, and build a portfolio of digital creations that reflects their unique creative journey.
 - 1.1 **Binding agreement.** This document (these “**Terms**”) sets out the terms and conditions of your child’s participation in any class run by Egg Academy (the “**Academy**”). These Terms exist to (amongst other things) ensure the safety and enjoyment of every child (including yours) and every staff member of the Academy. By permitting your child to attend a class and their attending the class, you agree to comply with these Terms and you are responsible for ensuring that your child complies with these Terms. These Terms are a binding agreement between you and Egg Academy Ltd (NZBN: 9429048815185) and supersedes any previous terms and conditions. If you do not agree with any of these Terms, your child is not permitted to attend any Egg Academy classes.
 - 1.2 **Definitions & Interpretation.** A reference in these Terms to: (i) “**classes**” means classes, workshops, sessions or events held by Egg Academy from time to time in any format including online and in person; (ii) “**you**” means you and / or (as applicable) your child and a reference to anything that must be done by you or that is an obligation of yours means that it must be done by, and you must procure that it is done by, or it is an obligation of your child; (iii) “**Principal**” means Kane Stewart; (iv) “**your child**” means any child or children of yours or for whom you are responsible and for whom you have enrolled in a class; (v) “**Students**” means students of the Academy (vi) the phrase include, includes or including, or similar phrase does not limit what else might be included; Where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings; (vii) headings are for convenience only.
 - 1.1 **What we do.** We run interactive online sessions, to develop creative tech skills and build pathways for young people to pursue their interests into their future. We also host an online, moderated social environment for students to connect through their creative interests. On occasion we run in-person events and meetups. Details can be found on our website at the URL eggacademy.co.nz
 - 1.3 **Fees.** Current fees are communicated via direct email communications. The website also has fees listed and applies if the fees aren’t communicated via email. Once your child attends class, even part thereof, you are committed to pay the fee. You will be invoiced following the commencement of the course/sessions. Fees are to be paid into our bank account, which we will provide in the invoice. Fees must be paid within 2 weeks of the invoice due date or interest at 5% per annum will be charged for every week or part thereof that payment is late.
 - 1.4 **Refunds.** There will be no obligation to refund if the child has taken part in the class in any form. If a child misses a session, the Academy is not obligated to refund it. If your child completely withdraws from the course, we will refund you for any classes not yet attended.
 - 1.5 **Video & photography.** We may take photos and videos, including recording workshops sessions, of the students and their work during the classes and anything they may share on our online servers/platform. These recordings may be used by or on behalf of Egg Academy, including for the purposes of newsletters, flyers, information sheets, presentations, social media, on the Internet (including the Academy’s website) and other media. Recordings may, at our discretion, be provided to Students so that they have a memento of their participation. You consent to and authorise the Academy (including its contractors engaged for this purpose) to photograph, film or otherwise record your child and their work. You also irrevocably consent to all acts and omissions of the Academy and its nominees, which may otherwise infringe any of your child’s moral rights (as that term is defined in the Copyright Act 1994) e.g. where it is not convenient to do so, we may not attribute work to your child. If you do not consent and authorise the Academy to record your child and their work, then you must notify the Principal in writing.
 - 1.6 **Security.** You consent to your child being seen by other children and facilitators in the course of participating in workshops. Where possible, you acknowledge and agree that the Academy is not able to control the security of the external online software we use (such as Figma).
 - 1.7 **Follow instructions & policies.** You must show respect to facilitators and must listen to and follow instructions and any other policies notified by the Academy or facilitator from time to time. This is for the well-being and safety of the entire class and staff. Students who do not cooperate may be asked to leave the class and the Egg Academy holds the right to not allow students into classes for any reason.
 - 1.8 **Responsibility outside class hours for in-person classes or events.** The Academy is not responsible for your child outside of the time of the in-person class or event for which your child is enrolled. You should make arrangements to pick up your child as soon as class is completed. If you are late to pick up your child, the Academy may, at its sole discretion, charge you a fee.
2. **INTELLECTUAL PROPERTY**
 - 2.1 **Intellectual Property Rights – sole creator.** Your child owns all Intellectual Property Rights in all works that are created solely by your child. You agree that you hereby grant (and you will procure your child to grant) to the Academy a worldwide and royalty-free licence to use and reproduce such Intellectual Property Rights. For example, we may display the works as part of our marketing, share it with others, create student portfolios from it, create merchandise using that character.
 - 2.2 **Intellectual Property Rights – Academy co-creator.** Where your child created the work together with another student and/or the Academy, if they are

created in accordance with Egg Academy events/sessions/missions/quests/briefs, you agree that you hereby assign (and you will procure your child to assign) to the Academy irrevocably and unconditionally all Intellectual Property Rights in such works immediately upon their creation. You agree (and you will procure your child to) do all things reasonably necessary to give effect to the assignment.

2.3 Intellectual Property Rights – Student co-creator. From time to time, where your child has created the work together with another student and/or the Academy (“**Contributing Creator**”), the Academy may decide not to accept an assignment of the Intellectual Property Rights under clause 2.2 (*Intellectual Property Rights – Academy co-creator*). In such case, the Academy will notify all the relevant Contributing Creators in writing and all parties who contributed to the work will own the work jointly. In such case, and to the extent necessary, you agree (and you will procure your child to agree) to irrevocably and unconditionally license to every other Contributing Creator all Intellectual Property Rights in such works.

2.4 In this clause 2, “**Intellectual Property Rights**” mean all present and future patents, rights in inventions, works of authorship, data, designs, databases, software, know-how, confidential information, logos, copyrights and moral rights. This licence is non-exclusive, worldwide and royalty-free to use and reproduce the Intellectual Property for any purpose.

3. OTHER TERMS

3.1 Release. In consideration of the Academy permitting your child to participate in classes, you agree: (i) to release the Academy (and to procure that the Academy is released) from any liability that may arise from circumstances that are beyond the Academy’s reasonable control including the negligence or carelessness on the part of other persons; defective or inherently dangerous equipment or property, and (ii) to the maximum extent permitted by law, in no event will we be liable to you or anyone else for any loss or damage suffered by you or them as a result of your child participating in a class, and (iii) you release the Academy from all liability for any direct or indirect loss, damage or expense (including special, exemplary, punitive, incidental, indirect or consequential loss or damage).

3.2 Force majeure. The Academy will not be liable to you or any other party for any failure to perform its obligations under these Terms where such failure or delay is caused by events beyond the Academy’s reasonable control, including epidemics, pandemics, quarantine, biological contamination, entry and exit restrictions, industrial disputes, strikes, lockouts, acts of god, acts or threats of terrorism or war, interruption to telecommunications services and failures or delays caused or contributed to by you.

3.3 Changes to this Agreement. The Academy may change these Terms, and any such changes will be posted to the website or emailed to you. Your child’s continued participation in our classes constitutes your agreement to be bound by any such changes.

3.4 Severability. If any provision of these Terms is held to be invalid or unenforceable, in whole or in part, it is to be read down or severed to the extent necessary and the remainder of the provisions are not affected.

3.5 Governing law. These Terms are governed by and will be construed in accordance with the laws of New Zealand.

YOUR AGREEMENT

By ticking the relevant checkbox on the Egg Academy Enrolment / Sign Up Form, I confirm that I have read and agree to the Terms and Conditions. I understand that I am responsible for ensuring my child complies with them.