**Terms & Conditions**

Festival Terms & Conditions 2022

As a participant in the Auckland Fringe Festival 2022 (the ‘Festival’) I understand and agree: **1. That it is my responsibility to produce the event I have registered and that:**

a. For my registration to be accepted for both printed and website programmes I must have completed the registration process and paid the appropriate registration fee by the relevant due date;

b. The Festival reserves the right to reject late or incomplete artist registrations;

c. I am responsible for securing all necessary performance rights or permissions in order to perform at the Festival;

d. An event that has previously won an Auckland Fringe Award will not be eligible for the same award twice;

e. My event must comply with New Zealand laws and any applicable local council regulations.

f. I, and all cast and crew associated with my event, agree to the Festival’s Code of Conduct and Objectionable Material Policy.

g. In the event that a main performing arts industry body requests contact details, I (the organisation/artist) authorise the Festival to share this information with them. The Festival undertakes to protect the privacy of artists participating in Auckland Fringe and will only exercise this right for legitimate purposes.

**2. That the Festival cancellation policy is:**

a. If the 2022 Festival is cancelled owing to a change in COVID 19 Alert Levels, then my registration fee may be refunded. The Festival shall not be liable for any other losses resulting from the cancellation.

b. If my event is unable to proceed owing to a regional COVID 19 Alert Level restriction preventing travel then my registration fee will be refunded. The Festival shall not be liable for any other losses resulting from the cancellation.

d. In Addition to clauses 2.a and 2.b above, a refund will only be considered at Fringe’s discretion where circumstances are beyond the artist’s control to produce the event, e.g. natural disaster. All decisions will be final.

e. The Festival may at its discretion elect to cancel my registration, or the registration of any other participant, at any time at its discretion and in such event the Festival shall not be liable to me for any loss suffered by such cancellation.

**3. That my event description may be edited and that:**

a. The Festival reserves the right to crop programme images or to reject images it deems inappropriate. Inappropriate text may also be edited;

b. My event description, image and publicity material may be used by Festival staff to promote the Festival, including Festival staff passing copies of this material to media outlets;

c. Images of my event will be kept by the Festival and may be used to promote future Festivals;

d. I will not promote details of my event prior to the official Festival programme launch event without first communicating with an Auckland Fringe whānau member and receiving sign off.

**4. That if I am NOT in an official Festival-run venue I am:**

a. Responsible for organising my own Front of House staff and door sales to the public;

b. Responsible for ensuring the health and safety of audience members during my Fringe event; c. Responsible for having the appropriate insurance in place for my event.

**5. That I will display the official and correct Auckland Fringe Festival 2022 logo on all publicity material promoting my event (including posters, catalogues, fliers and advertising) and that:**

a. It is my responsibility to promote my event to the public including the distribution of posters and fliers; b. I will provide the Festival with high resolution, good quality images that are usable for Instagram, Facebook, and our website.

c. Unless my permission is expressly withheld, the Festival may document my event via film or photography and use this material to promote the Festival. My event will be credited in any future use.

**6. That I will keep Festival staff informed of my current contact details and that:**

a. I will allow my contact details to be used to subscribe to the Festival database so I can remain informed about changes to the current and future Festival programmes and events;

b. While the Festival will promote and support my event it is not responsible for my event or liable for any debts, losses or damages incurred by myself or other participants in my event;

c. The Festival reserves the right to refuse to promote any event or sponsor associated with an artist event that conflicts with sponsorship agreements signed by the Festival;

d. I do not represent the Auckland Fringe Festival 2022 and will not enter into any contract with a third party on behalf of the Auckland Fringe Festival 2022;

e. That I will complete the online Event Report by the required deadline and that only then will my event bond be refunded;

f. This agreement is binding on managers, production and marketing staff, and all participants in my event.

g. I will abide by any new policies that the festival introduces to address the safety of participants from the effects of COVID-19, or similar viruses. Any policies will be formally ratified by the Auckland Fringe Trust Board and made in response to Government legislation, recommendation, or industry best practice.

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