

# SALA Participant Terms and Conditions 2019

This document contains the terms on which the Artist, Venue, or participant (**You**) will be registered with SA Living Artists Inc (ABN 36 876 104 708) (**We, Us or Our**) to participate as an independent artist or venue in the 2019 SALA Festival.

## 1. Acceptance

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- 1.1 By registering your Event(s) in the 2019 SALA Festival, you are accepting to be bound by these terms and conditions (**terms**) and the SALA website terms and conditions which can be found on the SALA website.
- 1.2 These terms are only for the 2019 SALA Festival and will apply until the later of 31 August 2019 or at the end of your Event(s).

## 2. Eligibility to Participate in SALA Festival

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- 2.1 All Events registered in the 2019 SALA Festival must have at least 1 Artist participant who is a South Australian Living Artist. There is no limit on the amount of other participants in a 2019 SALA Festival Event but participants who are not South Australia Living Artists will not be eligible for consideration in the 2019 SALA Awards. Events containing at least 1 South Australian Living Artist are eligible for consideration in the 2019 SALA Awards.
- 2.2 A **South Australian Living Artist** is defined as someone who was alive and residing in South Australia either at the time of registration for the 2019 SALA Festival or at the time of the 2019 SALA Festival itself.
- 2.3 SALA Festival reserves the right to not accept any Event registration which does not contain a South Australian Living Artist or to cancel the registration of any Event on that basis without any compensation to You.

## 3. Listings

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- 3.1 As part of the registration process you will be provided with a summary of registration information detailing your Event(s) in the 2019 SALA Festival for publication in the 2019 SALA Festival Guide, print and online, and you agree that you have reviewed, accepted and confirmed the details of your Event(s) are correct.
- 3.2 You warrant that all information supplied to us in relation to your Event(s) has been reviewed by you and is accurate and correct. This also applies to any and all future information supplied to us by you. If at any time changes to that information occurs or you realise you have provided us information which is not accurate and correct, you undertake to immediately notify us of that fact.
- 3.3 By submitting images to us for use in relation to your Event(s) you warrant and undertake to us that you have obtained all necessary rights and permissions for the use of such images (including, where relevant, from the subjects) and you indemnify us against any legal action pertaining to the rights in relation to such images.

- 3.4 You have the opportunity to make changes to the information provided to us up to and including 13 May. If you ask for changes to your listing after 13 May, those changes may only be made at our sole discretion and we cannot guarantee that they will appear in the SALA Festival Guide print copy.
- 3.5 As the publishers of the SALA Festival Guide and website we reserve the right to:-
- (a) edit listing copy or images that SALA Festival deems inappropriate for the general audience or otherwise for efficiency or clarity; and
  - (b) refuse to publish text or images that SALA Festival deems inappropriate for the general audience which the SALA Festival Guide and website is intended to reach.
- 3.6 SALA Festival reserves the right to not accept the registration of your Event(s) or not accept any content or any material as part of your Event(s):-
- (a) that is liable to incite racial, ethnic or homophobic hatred or promotes hatred or any particular community or persons; or
  - (b) that constitutes or encourages conduct that would be considered as a criminal offence or is otherwise contrary to law including freedom of expression legislation and third party contractual rights;
  - (c) that breaches SALA's Indigenous Rights Policy; or
  - (d) that is detrimental or is likely to cause damage to SALA Festival, its reputation, or its sponsors or stakeholders;

or SALA may discontinue your Event at any time once it becomes aware of any such offending material or content without any compensation to You.

- 3.7 We will not be liable to any errors or omissions in the listings of your Event(s).

## **4. Image Use and Offers**

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- 4.1 You agree to grant SALA Festival a non-exclusive perpetual licence at no cost to reproduce any images uploaded by You in the registration form or taken by authorised SALA Festival photographers, to market and publicise the SALA Festival. Artists and photographers will be acknowledged in any such publications.
- 4.2 You agree to receive offers from Us and Our partners.

## **5. Indemnity from You**

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- 5.1 You accept that You, your staff and other stakeholders participate in the 2019 SALA Festival wholly at your and their own risk. We are not liable for any loss or damage incurred by You, your staff or stakeholders.
- 5.2 You warrant to us that you have obtained all necessary licences and permissions from all parties interested in the copyright and other intellectual property rights whatsoever, and you indemnify us in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of your failure to obtain any and all such necessary licences or permissions or to pay any relevant fees in relation to the same.
- 5.3 You indemnify us against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses suffered or incurred by us as a result (whether directly or indirectly) of any act or default by You, your artists, venue, agents, employees or contractors in connection with the conduct of the Event(s) or the use of your venue for your Event(s).

- 5.4 You understand that You are wholly responsible for the safety of audience members and for arranging and paying for all insurances for your Event(s) including any public liability insurance.

## **6. General Conditions**

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### **6.1 GST**

Any sum payable (or amount included in the calculation of the sum payable) or consideration to be provided, under or in accordance with these terms already includes an amount on account of GST where applicable.

- 6.2 Payment in respect of any taxable supply under this agreement is subject to:

- (a) a valid tax invoice being delivered to the Recipient for the supply; and
- (b) the supplier having provided notice in writing to the Recipient of its ABN.

### **6.3 Limit on Liability**

- (a) All express and implied warranties, guarantees and conditions under Statute or general law as to merchantability, description, quality, suitability or fitness of any goods or services supplied by us for any purpose are expressly excluded to the extent this is possible and we will not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or services arising out of our negligence or in any other way whatsoever.
- (b) If any implied warranties cannot be excluded, then our liability is limited (at our discretion) to the resupply of the goods or services or to the amount of the registration fee.

### **6.4 Termination**

- (a) We can terminate your participation in the 2019 Festival either with cause for breach of these terms without notice or without cause by notice to you and we will remove your Event(s) from the program for 2019 Festival. You are not entitled to any compensation in the event of termination except, at SALA's complete discretion, the refund of your registration fee.

### **6.5 Interpretation**

In these terms:

- (a) singular includes plural and vice versa and another grammatical form of a defined word or expression has a corresponding meaning;
- (b) reference to a person includes a natural person, corporation and partnership, body corporate, association, governmental or local authority or agency or other entity and vice versa;
- (c) headings do not effect interpretation and no rule of construction applies to the disadvantage of a party because that party put forward these terms or any portion of it;

- (d) if a provision of this Agreement would, but for this clause, be unenforceable, the provision must be read down to the extent necessary to avoid that result but if the provision cannot be read down to that extent it must be severed without effecting the validity and enforceability of the remainder of these terms;
- (e) reference to a party, if more than one, means each of them jointly and severally and includes the successor to the rights or obligations of that party under these terms;
- (f) a reference to a dollars or dollar is to a Australian currency;
- (g) a reference to time is to Adelaide South Australia time;
- (h) references to "*includes*" or "*including*" or "*for example*" means without limitation;

#### 6.6 **Governing Law**

These terms are governed by the law of South Australia and the Courts of South Australia have jurisdiction to determine any proceedings in relation to these terms.

**Questions:** If you have any questions about these terms, please contact the SALA Festival team on telephone (08) 7077 0011 or by email at [office@salafestival.com.au](mailto:office@salafestival.com.au).