



## 2019 ADELAIDE GUITAR FESTIVAL'S 'GUITARS IN BARS' TERMS AND CONDITIONS

### 1. REGISTRATIONS

Information and Terms and Conditions are available for download from **1 March 2019** at [www.adelaideguitarfestival.com.au](http://www.adelaideguitarfestival.com.au). Registrations are open from 1 March and close 26 April 2019.

In order for a registration to be valid, the Event Manager must complete the online Registration Process available on [Adelaide Guitar Festival website](http://www.adelaideguitarfestival.com.au).

Registrations must be received no later than 6pm (ACDT, Australia) on Friday 26 April 2019.

Registrations received after this date will not be eligible for inclusion in the 2019 Guitars in Bars printed brochure, but may be considered for inclusion on [www.adelaideguitarfestival.com.au](http://www.adelaideguitarfestival.com.au) at the sole discretion of the Adelaide Festival Centre.

### 2. PAYMENT TERMS

The fee to register an event for 2019 Guitars in Bars is **\$25.00**. The fee is payable to Adelaide Festival Centre at the time of registration through the Adelaide Festival Centre's online payments system.

Each **EVENT** incurs a \$25 registration fee. A new event is created when either the show name changes and/or the venue of the show changes. This is because a new venue or show name equates to an additional listing in the print program and online.

Each **SESSION** can fit within a single \$25 registration fee. A session refers to multiple performances of the same event title at the same venue. For example, a Wednesday night residency over 4 weeks at one venue equates to one event with four sessions.

Registration fees are non-refundable in any circumstance, including but not limited to when an event does not proceed.

The Adelaide Festival Centre does not offer any payments to Venues or Artists for participation in Guitars in Bars.

The Adelaide Festival Centre does not participate in, and is not responsible for, negotiating agreements between Venues and Artists for Guitars in Bars performances. The Adelaide Festival



Centre is not liable for any breach of the terms of any agreements between Venues and Artists, or for any loss or damage arising out of such an agreement.

### 3. ELIGIBILITY

**Guitars in Bars** is open to all public venues in South Australia permitted to present live music. Events that register are, by completing the registration form, confirming they are in presenting in a venue that has all necessary council and government permissions to present live music.

Guitars in Bars events must have at least one 'guitar family' instrument which could be but not limited to a banjo, ukulele, lute, or bass.

Venues will be provided with a Guitars in Bars venue sticker and agree to place the sticker at their venue in a high-profile, visible location.

### 4. PROMOTIONS AND PUBLICITY

All events that meet the eligibility criteria and successfully register by the closing date will be listed in the Guitars in Bars brochure to be launched in 31 May 2019 and at [adelaideguitarfestival.com.au](http://adelaideguitarfestival.com.au)

By registering for Guitars in Bars an event is giving permission to Guitars in Bars to use the venue/artist's logo and/or name in the Guitars in Bars brochure, on the Adelaide Guitar Festival and Adelaide Festival Centre websites, and in all promotional material for the sole purpose of promoting Guitars in Bars 2019.

Adelaide Guitar Festival and Adelaide Festival Centre may, at their absolute discretion provide additional publicity and promotional opportunities to any but not necessarily all Events participating in Guitars in Bars.

### 5. RECORDING AND REPRODUCTION

Adelaide Festival Centre and Adelaide Guitar Festival may choose to film and/ or audio record any of the live-music events registered as part of Guitars in Bars.

Events that register for Guitars in Bars agree for their venue/performance to be recorded, and agree to the filming, broadcasting, televising, photographing, reproducing, transmitting, playing and showing of, by any medium, the live-music event/s held at their venue during Guitars in Bars provided

- Any public showing, broadcasting or transmitting of the Venue within this recording is no longer than 5 minutes duration



- Such use is for the purposes of promoting the Adelaide Festival Centre and/ or the Adelaide Guitar Festival or for archival purposes and at no commercial or financial gain to the Adelaide Festival Centre and Adelaide Guitar Festival.

The Events will make no claim whatsoever against the Adelaide Festival Centre and Adelaide Guitar Festival resulting from the use of the recorded performance of the Venue.

The Event Manager will ensure all Artists performing in the event as part of Guitars in Bars have agreed to the filming and photography as above.

## **6. LICENCES AND INSURANCE**

The Event Managers will be responsible for all relevant licences and insurances.

The Event Managers warrant that all necessary rights, consents and licences have been obtained for the performances, and that the performances do not violate or infringe upon the copyright, right of privacy or any other right of any third party, and that the Adelaide Festival Centre is indemnified by the Company against any claims arising out of any breach of copyright in any element of the performance.

The Event Managers shall be responsible for obtaining APRA licences for any music under copyright that shall be used in the performances.

The Venue must effect and maintain a public liability insurance policy with cover of not less than \$10 Million and must provide a certificate of currency for such insurance on request by the Adelaide Festival Centre.

Guitars in Bars through the Adelaide Festival Centre maintains its own insurances, inclusive of public liability insurance, for its staff, own properties, equipment and effects. The Event Manager is advised that these insurances do not extend to the event and the Event manager indemnifies the Adelaide Festival Centre, Adelaide Guitar Festival and Guitars in Bars against any liability caused at or by the Venue/Artists.

## **7. INTERPRETATION OF THE RULES**

In the case of any disagreement of interpretation of the Rules of Guitars in Bars, the English version of the rules as determined by the Adelaide Festival Centre and Adelaide Guitar Festival will be deferred to.



These Rules shall be construed in accordance with the laws of the State of South Australia and shall be deemed to have been made in South Australia and any dispute arising in relation to these Rules shall be justiciable in the Courts of the State of South Australia.

Event involvement in Guitars in Bars does not constitute a partnership or joint venture between the Venue/Artist and the Adelaide Festival Centre and does not render them liable for the debts of the other.

## 8. PRIVACY

The Adelaide Festival Centre and Adelaide Guitar Festival respect the privacy of Venue/Artists and meets Government policy requirements.

Event Manager personal details as well as Venue details will not be publicised or released with the exception of the following:

- The Event Managers give the Adelaide Festival Centre and Adelaide Guitar festival right to disclose the Venue name, street address, and public contact details, and the Artists' name provided on the registration form for the sole purposes of promoting and publicising the Guitars in Bars and Venue/Artists involvement in Guitars in Bars, before, during and after Guitars in Bars.
- The Event Managers give the Adelaide Festival Centre and Adelaide Guitar Festival right to disclose the Venue Contact, Venue Name, Venue Contact Email, venue street address, and venue public contact details with the Adelaide Guitar Festivals' beverage partners for the sole purpose of potential promotional opportunities. ***The Event Manager will ensure the Venue(s) associated with the event have agreed to the release of their details to the Adelaide Guitar Festival's beverage partners.***

## 9. DISCLAIMER/ DECLARATION

Every effort has been made to ensure that Guitars in Bars Rules, Registration Form and processes, and other information contained herein, are correct at time of publication.

The Adelaide Festival Centre and Adelaide Guitar Festival reserve the right to change or adapt the Rules and Registration Form and process. Should any changes or adaptation be made, details will be posted on the website and Venue/Artists will be notified.



## **10. RELEASE AND INDEMNITY**

To the extent permitted by law, all Event Managers release from, and indemnify, the Adelaide Festival Centre and Adelaide Guitar Festival against all liability, cost, loss or expense arising out of participation in Guitars in Bars including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## **11. FAILURE TO ENFORCE RULES**

A failure to enforce any one of these Rules in any instance(s) will not give rise to any claim or right of action by any Competitor or other person.

## **12. LATE ENTRIES**

The Adelaide Festival Centre accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected registrations or for any technical malfunction of any communications network.

## **13. NAME & ADDRESS OF PROMOTER**

The promoter of Adelaide Guitar Festival and Guitars in Bars is Adelaide Festival Centre Trust (ABN 90 940 220 425) (referred to in these Rules as "Adelaide Festival Centre") of King William Road, Adelaide South Australia 5000, Tel 08 8216 8600.

### **Contact Information:**

For further inquiries please contact:

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