

2017 GUITARS IN BARS – TERMS AND CONDITIONS

1. REGISTRATIONS

Information and Terms and Conditions are available for download from **10 April 2017** at www.adelaideguitarfestival.com.au. Registrations are open from **10 April 2017** and close 14 May 2017.

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

Registrations must be received no later than 12am (midnight) (ACDT, Australia) on Sunday 14 May 2017

Registrations received after this date will not be eligible for inclusion in the 2017 Guitars in Bars brochure, but may be considered for inclusion on the Guitars in Bars website at the sole discretion of the Guitars in Bars.

2. PAYMENT TERMS

The fee for registration of a Venue or Artist for 2017 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.

The one off \$25 registration fee is required for inclusion by Venues and Artists registering music gigs for inclusion in Guitars in Bars program. Once a venue or artist has registered and paid they can submit an unlimited amount of gigs into the program.

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 and other places is open to all public venues in South Australia with a live music licence. Venues that register are, by completing the registration form, confirming they are in possession of a live music licence.

Guitars in Bars gigs or 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.

By registering as a venue/artist for inclusion in Guitars and Bars, a venue is committing to hold at least one free or ticketed guitar-based live music event during the period 14 to 30 July 2017 inclusive. A venue must not register for inclusion in Guitars in Bars if the venue is unable to commit and confirm at least one guitar-based live music event during the period 14 to 30 July 2017.

4. PROMOTIONS AND PUBLICITY

All venues/artists 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 June 15 2017 and on the Guitars in Bars Website.

By Registering for Guitars in Bars a venue is giving permission to Guitars in Bars to use the venue's logo and name in the Guitars in Bars brochure, on the Guitars in Bars and Adelaide Festival Centre websites, and in all promotional material for the sole purpose of promoting Guitars in Bars 2017.

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

Venues/Artists 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 Guitars in Bars or for archival purposes and at no commercial or financial gain to the Adelaide Festival Centre and Guitars in Bars

The Venue/Artists will make no claim whatsoever against the Adelaide Festival Centre and Guitars in Bars resulting from the use of the recorded performance of the Venue.

The Venue/Artists will ensure all Artists performing at their venue as part of Guitars in Bars have agreed to the filming and photography as above.

6. LICENCES AND INSURANCE

The Venue/Artists will be responsible for all relevant licences and all insurance for their venue and the live-music events that the Venue/Artist registers as part of Guitars in Bars.

The Venue/Artist 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 Venue/Artist 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 Venue/Artist is advised that these insurances do not extend to the Venue/Artists and the Venue/Artist indemnifies the Adelaide Festival Centre 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 the Guitars in Bars 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.

Venue/Artists 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 Guitars in Bars respect the privacy of Venue/Artists and meets Government policy requirements.

Venue/Artists personal details will not be publicised or released with the exception of the following:

- Venue/Artists give the Adelaide Festival Centre and Guitars in Bars the 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.

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 Guitars in Bars 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 Venue/Artists release from, and indemnify, the Adelaide Festival Centre and Guitars in Bars 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 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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