

## 1. About the Penola Coonawarra Arts Festival

The Penola Coonawarra Arts Festival is a celebrated event promoted by the not-for-profit organisation, “The Penola Festival Association Incorporated” ABN 22 053 590 901 (the **Arts Festival**), a Federally registered cultural organisation. The Arts Festival is run purely by volunteers and relies on the financial support of sponsors, our community and visitors that join in the celebration of the arts and our region.

The purpose of the Arts Festival is to promote an appreciation of the arts, its creators, fine wine and produce of our region and promote tourism – but as importantly to the organising committee, it is to foster the opportunity for our community, our kids, teenagers, families, adults, the elderly, local organisations and our visitors to participate in the arts for all our well-being, inspiration, personal growth and enjoyment, in our region.

This document together with a completed Event Registration Form provides the terms and conditions for holding an event as part of the Arts Festival, with the Arts Festival’s sincere gratitude. The Arts Festival confirms it agrees to accept an Event on the terms of this agreement, by the Arts Festival issuing a tax invoice or receipt for the fees for registering an event.

## 2. Key Details included on the Website

Key details referred to in these terms and conditions are updated on the website [www.artsfestival.com.au](http://www.artsfestival.com.au) from time-to-time, including:

<b>Event Registration Due Date</b>	The date the Event-older Registration form must be received at the <b>Delivery Address</b> . Conditions and changes to these terms and conditions may apply to late or incomplete registrations.
<b>Delivery Address</b>	The delivery address for the Event Registration Form.
<b>Event Registration Fee</b>	The event registration fee applicable (if any) paid online by the event-holder or payable on the terms of the tax voice issued by the Arts Festival.
<b>Festival Dates</b>	The dates and times of the Arts Festival.
<b>Featured Event Times</b>	The dates and times available for an event exclusive featured in the program during the Arts Festival. Negotiation of the date and time may be required with the Arts Festival to avoid conflicts in the event program.
<b>Enquiries</b>	The contact details of the Penola Coonawarra Arts Festival to answer queries about event registrations.

## 3. The Event-holder’s Agreement

The Event-holder agrees to hold an event related to the promotion of the arts during the Arts Festival at the times and the location agreed in the Event Registration Form and pay the non-refundable **Event Registration Fee**. In return, the Arts Festival agrees to support the event on the terms and conditions of this Event-holder agreement, reserving the right to refuse or cancel an Event Registration in its absolute discretion, without providing reasons.

Event-Holders who complete the registration by the **Event Registration Due Date** and pay the applicable **Event Registration Fee**, will be included in printed and online publications for the Arts Festival. Later event-holder registrations accepted will receive the support the Arts Festival can reasonably provide with its volunteer resources. The Arts Festival reserves the rights to alter the support for an event-holder, as is reasonable, in its absolute discretion, and may charge a late registration or change in details fee of up to \$50.

## 4. Use of Art Festival’s Name, Social Media Posts and Signage

The logo and name “Penola Coonawarra Arts Festival” belongs to “The Penola Festival Association Incorporated” and may not be used without the Art Festival’s consent. The Arts Festival permits an approved registered Event-holder to use the name “Penola Coonawarra Arts Festival” or “the Arts Festival” in materials promoting the Arts Festival. The Arts Festival does not accept any responsibility or any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the use of the Arts Festival’s logo or name, and in any case, in any amount in excess of the **Event Registration Fee**.

The Arts Festival encourages registered Event-holders to repost or forward the Arts Festival’s social media and website posts to the Event-holder’s own social media accounts and contact database.

Any reusable signage provided to the Event-holder by the Arts Festival shall be returned to the Arts Festival after the festival event.

## 5. Use of Event-holder’s Logo and Name and Artists’ Name

The Event-Holder agrees to provide the Arts Festival with its logo, in the form requested by the Arts Festival by the **Event Registration Due Date**. The Arts Festival agrees to only use the Event-holder’s logo or name for the purposes of this agreement. The Event-holder warrants that it has the full power and authority to provide its logo, name, details and artist information and indemnifies the Arts Festival against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by the Arts Festival including but not limited to any claims in respect of any infringement of any third party intellectual property rights.

## 6. Event-holder’s Responsibilities

The Event-holder accepts liability and indemnifies the Arts Festival for any claims, actions, expenses, losses, demands, suits, proceedings, damages, or costs arising out of or in respect of the event held by the Event-holder, and agrees it is the Event-holder’s responsibility to:

- promote the event and the Event-holder’s involvement in the Arts Festival on the terms of this agreement
- engage the artist or performers exhibiting at the event
- collect and provide data requested by the Arts Festival of the number of visitors who attend the event
- collect and manage bookings, RSVPs, tickets, entry costs and sales receipts for the event
- provide a suitable and safe venue for the event and adequate staff during the event opening times
- have appropriate public liability and event insurances for the event
- have and comply with a COVID Safety or Management Plan as is required under State legislation
- comply with work health and safety standards and CFS fire safety requirements for the event
- if applicable, obtain and comply with any permits required from the council for the event
- if applicable, obtain and comply with liquor licensing regulations including responsible service of alcohol at the event
- if applicable, comply with ‘Working with Children’ requirements at the event
- provide and manage waste disposal and sufficient clean toilets at the event

## 7. Event-holder Registration Fee

There is a small non-refundable **Event Registration Fee** of \$100 per event, to assist support the sustainability of the Arts Festival and the cost of co-ordinating the program design and print, website maintenance – the labour involved is mostly provided on a volunteer basis however there are still growing costs involved.

Following is some further information about the benefits of registering an event with the Arts Festival:

- **Use of the Arts Festival Name**  
Event-holder registrations accepted by the Arts Festival are permitted to use the name “**Penola Coonawarra Arts Festival**”, its logo, signage or flags for commercial purposes, to promote your involvement in the Arts Festival. Any reusable signage or flags remain the property of the Arts Festival and we ask they are returned after the Arts Festival.
- **Event Listing**  
Event-holder registrations accepted by the Arts Festival are listed on the website. Featured and Supported Events are included in a printed publication. A Featured Event is included and promoted with additional approved wording and description at a negotiated exclusive time during the Arts Festival.
- **Event-holder Name**  
All Event-holder’s events are listed on the website in thanks of participating in the Arts Festival. Featured Event-holder’s logo are also included on the website in thanks.
- **Social Media**  
All event listings are acknowledged on the Arts Festival’s social media accounts including Facebook and Instagram. Featured Events with at including your Event-holder’s logo. Supported events with a promotional post. All other registered Events are promoted in collective posts. The Arts Festival reserves the rights to engage in other promotional activities for events, in its discretion.
- **Honoured Guests**  
All Event-holders are invited as honoured guests to selected Arts Festival events including the official opening night to announce the John Shaw Neilson and other Prizes and other of Festival Events.

## 8. Approved Wording and Advertisement

The Arts Festival agrees to use the approved wording or advertisement provided by the Event-holder without substantive change, provided the approved wording is accepted by the Arts Festival in its absolute discretion, and is within the stipulated maximum word limit. The Arts Festival will make reasonable attempts to incorporate a change to an Event-holder’s approved wording or Advertisement requested by an Event-holder in writing, however the Arts Festival accepts no responsibility for and the Event-holder indemnifies the Art Festival against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, cost or expense from use of any approved wording or advertisement provided by the Event-holder.

If the Event-holder does not provide approved wording or advertisement copy by the **Event Registration Due Date** or within the word limit requested, the Event-holder consents to the Arts Festival use of the Event-holder’s name and logo with wording or an advertisement designed by the Arts Festival for the purposes of this agreement.

## 9. Consent to Communications from the Arts Festival

The Event-holder consents to the Arts Festival using the contact details provided on the Event-holder Registration Form in relation to this agreement and for the purposes of promoting the Arts Festival by any method for which details have been provided by the Event-holder, including electronic communications.

## 10. Event Bookings and Visitor Counts

The Arts Festival collects information on the number of visitors to the Arts Festival and the impact holding the Arts Festival has for our community. This is done to attract financial grants and community backing for future Arts Festivals. It is for this reason the Arts Festival encourages Event-holders to take bookings for its event or record visitor numbers to its event, and we ask that information is shared with the Arts Festival.

The Event-holder is responsible for deciding whether to require bookings or charge an entry fee, online or by phone or email, or estimate the visitors who walk-in to the event.

## 11. Duration of Event-Holder Agreement

Each party agrees to act at all times in a manner which is consistent with the good name, goodwill and reputation of the parties and agrees not to take any action which may damage the other party's name or logo in connection with this agreement. Either party may terminate this agreement if either party brings the other into disrepute. The Arts Festival may terminate this Agreement on written notice to the Event-holder, if the Event-holder fails to pay the **Event Registration Fee** to the Arts Festival in accordance with the payment terms included in the invoice issued by the Arts Festival. On termination of this agreement for any reason, the Event-holder will not be entitled to any refund of fees paid.

Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing. This agreement is governed by the law of South Australia. A waiver of an obligation by a party is not a waiver of any other obligation under this agreement.

## 12. Materials Promoting the Arts Festival

Materials promoting the Penola Coonawarra Arts Festival referred to in these terms and conditions, include but are not limited to hardcopy and digital materials, such as:

- Posters, flyers, invitations, brochures, programs
- Advertising on TV, cinema, billboards, in the press
- Marketing materials including hardcopy and online, websites, e-news, social media, emails, messaging services
- Signage at venues, on digital screens, street banners
- Merchandise including for commercial sale
- Education resources
- Publicity and editorial
- Archival purposes

## 13. Privacy Policy

The Arts Festival:

- collects personal information included on the Event-holder registration form,
- undertakes not to disclose personal information to any third party other than as described in these terms and conditions,
- takes completion of the Event-registration form as consent for to be contacted using the personal information provided on the form, in relation to the promotion of the Arts Festival, and
- may be contacted for further information about its Privacy Policy at [info@artsfestival.com.au](mailto:info@artsfestival.com.au).

## 14. Cancellation or Changes to these Terms and Conditions

The Arts Festival reserves the right, by public notification on its website and/or notifying the entrants using the personal information provided on the entry form, to:

- cancel the Arts Festival at any time in its absolute discretion, or
- vary these terms and conditions in writing at any time.