

**Adelaide Festival Centre's**

**STATE OF JAZZ 2017 – TERMS AND CONDITIONS**

**1. REGISTRATIONS**

Information and Terms and Conditions are available for download from Friday 17 March [here](#). Registrations are open from 17 March 2017 and close Sunday 2 April 2017.

In order for a registration to be valid, the Venue/Artists must complete the online Registration Process available on Adelaide Festival Centre's State of Jazz webpage [here](#).

In order to receive maximum promotion for your event, registrations must be received no later than Close of Business (ACDT, Australia) on Sunday 2 April 2017.

Registrations received after this date will not be eligible for inclusion in the State of Jazz 2017 print material, but may be included on the State of Jazz website at the sole discretion of the Adelaide Festival Centre.

**2. PAYMENT TERMS**

Registration is **FREE**.

No payments are required nor offered by Adelaide Festival Centre for registration or participation in State of Jazz.

**3. ELIGIBILITY**

**State of Jazz 2017** is open to all public venues in South Australia. Venues that register are, by completing the registration form, confirming they are permitted to hold a live music performance. Adelaide Festival Centre takes no responsibility for gaining permissions and/or licencing.

**State of Jazz** gigs or events must include either performance or public discussion of live jazz or jazz-influenced music, including elements of improvisation and connection with recognised jazz traditions. There are no limits on instrumentation. Public lectures, forums or talks about jazz may also be considered for inclusion. For the purpose of State of Jazz 2017, eligibility will be determined by Adelaide Festival Centre and based on the description, details and examples provided in the registration form. Adelaide Festival Centre may contact applicants to request further information.

Venues will be provided with a State of Jazz 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 State of Jazz, the venue/artist is committing to holding at least one free or ticketed guitar-based live music event during the period 16

April - 7 May 2017, inclusive. A venue must not register for inclusion in State of Jazz if the venue is unable to commit and confirm at least one jazz-based live music event during the period 16 April - 7 May 2017, inclusive.

#### **4. PROMOTIONS AND PUBLICITY**

All venues/artists that meet the eligibility criteria and successfully register by Sunday 2 April will be included in the State of Jazz print material to be distributed April 2017 and on the Adelaide Festival Centre Website.

By registering for State of Jazz a venue is giving permission to the Adelaide Festival Centre to use the venue's logo and name in the State of Jazz brochure, on the Adelaide Festival Centre website, and in all promotional material for the sole purpose of promoting State of Jazz 2017.

Adelaide Festival Centre may, at their absolute discretion provide additional publicity and promotional opportunities to any but not necessarily all Venues/Artists participating in State of Jazz 2017.

#### **5. COPYRIGHT**

Adelaide Festival Centre may choose to film and/ or audio record any of the live-music events registered as part of State of Jazz.

Venues/Artists that register for State of Jazz agree for their venue 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 State of Jazz 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 International Jazz Day or the Adelaide Festival Centre or for archival purposes and at no commercial or financial gain to the Adelaide Festival Centre.

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

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

#### **6. LICENCES AND INSURANCE**

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

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 against any liability caused at or by the Venue/Artists.

## **7. INTERPRETATION OF THE TERMS AND CONDITIONS**

In the case of any disagreement of interpretation of the Terms and Conditions of State of Jazz, the English version of the Terms and Conditions as determined by the Adelaide Festival Centre will be deferred to.

These Terms and Conditions 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 Terms and Conditions shall be justiciable in the Courts of the State of South Australia.

Venue/Artists involvement in State of Jazz 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**

Adelaide Festival Centres 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 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 State of Jazz and Venue/Artists involvement in State of Jazz, before, during and after State of Jazz.

## **9. DISCLAIMER/ DECLARATION**

Every effort has been made to ensure that State of Jazz Terms and Conditions, Registration Form and processes, and other information contained herein, are correct at time of publication.

The Adelaide Festival Centre reserve the right to change or adapt the Terms and Conditions 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 against all liability, cost, loss or expense arising out of participation in State of Jazz 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 TERMS AND CONDITIONS**

A failure to enforce any one of these Terms and Conditions 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 State of Jazz 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:

Adelaide Festival Centre  
GPO Box 1269  
Adelaide  
South Australia 5052

*E: sarah.bleby@adelaidefestivalcentre.com.au*

*T: +61 8 8216 8537*

***I have read, understood and agree to the 2017 State of Jazz Terms and Conditions:***