

# **NEW ZEALAND FRINGE FESTIVAL TERMS & CONDITIONS**

As a participant in the 2025 New Zealand Fringe Festival, I understand and agree:

- 1. To be eligible for participation in the New Zealand Fringe Festival, and appear in the 2025 festival programme registration must be received with payment in full no later than 5pm Oct 11th 2024.
- 2. That by registering as a participant in the Fringe Festival I understand:
  - a. Fringe will promote and support my event as part of the Fringe Festival;
  - b. Fringe grants me a licence to use Fringe Festival branding (as specified in writing by Fringe) on my promotional material;
  - c. I am entitled to be considered for a Fringe Award;
  - d. I may be entitled to utilise other support services provided by Fringe at its discretion;
  - e. My event must comply with New Zealand laws and any applicable Council regulations.

# 3. That it is my responsibility to produce the event I have registered to the best of my ability and that:

- a. While the Fringe Festival will promote and support my event it is not responsible for my event or liable for any debts, losses or damages incurred by myself or other participants in my event;
- b. Fringe reserves the right to reject late or incomplete event registrations;
- c. I can withdraw my event registration up to and including 11th OCT and receive a full refund of my registration fee. If I withdraw my event after 11th OCT, I acknowledge I will not receive any refund of my registration fee.
- d. A refund will only be considered at Fringe's discretion where circumstances are beyond the artist's control to produce the event, e.g. natural disaster. All decisions will be final.

#### 4. That my event description may be edited and that:

- a. Fringe reserves the right to crop programme images or to reject images it deems inappropriate;
- My event description, image and publicity material may be used by Fringe staff to promote the Fringe Festival, including Fringe staff passing copies of this material to media outlets;
- c. Images of my show will be kept by the Fringe Festival and may be used by the Fringe Festival to promote the 2025 Fringe Festival and future festivals.
- 5. That all ticketed and limited capacity events agree to:

- a. Set aside 10% of the venue capacity of the event's first two nights and four tickets to each showing thereafter, to allow Fringe to distribute complimentary tickets to judges, sponsors, volunteers, or other Fringe Festival supporters;
- b. Provide holders of Artist Passes free standby entry to my show, with a discount off the full ticket price of my show for booked tickets;
- c. Allow Fringe, within reason, to give away free companion tickets to patrons with disabilities who require a companion to accompany them in order to attend your event;
- d. Provide holders of Digital Fringe Addict Memberships with a 20% discounted entry off the full ticket price of my show.
- e. Use the Festival's approved ticketing supplier for ticketing pre-sale services unless otherwise contracted by the performance venue.
- f. Adhere to ticketing fee structures including inside charges and booking fees, and koha booking structure as outlined in the ticketing information.

# 6. That in producing my event I acknowledge:

- a. I am responsible for providing all information necessary for ticket sales to my event to be live by 6th December 24. If I do not meet this deadline, I acknowledge that my event will not be listed in the programme;
- b. I will not place my event tickets on public sale until 12th of December 2024;
- c. I am responsible for organising front of house staff and door sales to the public, either through the venue or myself. I acknowledge that the Festival will not provide these services, unless the venue has a prior agreement with the Festival.
- d. I am responsible for ensuring the safety of audience members during my Fringe Festival event.
- 7. That I will display the official Fringe Festival logo prominently on all publicity material promoting my event (including posters, catalogues, programmes, fliers and advertising) and that:
  - a. I will use Festival branding as provided and will not resize or otherwise modify Festival branding without prior written approval
  - b. I will use the provided Fringe poster frame on all printed posters, if not I will be ineligible for award consideration.
  - c. Wherever possible, I will take part in promotional events organised by the Festival.

# 8. That I will keep Fringe staff informed of my current contact details and that:

- Fringe reserves the right to refuse to promote any event or sponsor associated with an artist event that conflicts with any sponsorship agreements signed by Fringe in relation to the Fringe Festival;
- b. I do not represent the Fringe or the Fringe Festival and will not enter into any contract with a third party on behalf of the Fringe;
- c. I will complete the Event Report provided by Fringe by 1 April 2025.
- d. This agreement is binding on all members participating in my event.

# 9. That I acknowledge that in participating in the Fringe Festival and producing an event:

- a. I am responsible to comply with all laws and duties which relate to the promotion and production of my event and in particular that Fringe will not be liable or responsible for any loss that I may suffer as a consequence of my participation in the Fringe Festival;
- b. That Fringe may at its discretion elect to cancel my registration or the registration of any other participant in the Fringe Festival at any time at its discretion and in such event

Fringe shall not be liable to me for any loss suffered by such cancellation.

c. That any international payments I receive are subject to an international bank transfer fee, as well as any conversion fees that may arise. All payments will be made in NZD.

### 10. I acknowledge that if I apply for Kākano and Living Wage Funding:

- a. All information and budgets provided to the Fringe team are to be truthful and accurate.
- b. Living Wage is to be payable to nominated artists in application, and is intended to support their rehearsal period and time spent in preparation for the registered event.
- c. No allocated Funding is to be used for any expenses, other than those stated in application, unless with prior arrangement in writing with the Fringe Festival.
- d. Full reporting of both Kākano and Living Wage funding is to be supplied to the Fringe by 1 April 2025including proof of payments allocated. Any funds not spent on the aforementioned allocation, will be returnable to the Fringe Festival.

## 11. I acknowledge that unless the context otherwise requires:

- Event means the production to be performed or shown as part of the Fringe Festival;
- **Fringe Festival** means the New Zealand Fringe Festival to be held in the Wellington area in the period 14th Febuary till the 8th March 2025
- NZ Fringe means the Creative Capital Arts Trust;
- **Registered** means registration as a participant in the Fringe Festival.