

Adelaide Fringe Foundation Crowdfunding – Artist Terms & Conditions

These Terms & Conditions govern your use of this website ([Website](#)) and the Appeal Platform and registration of Appeals on the Appeal Platform. By using the Website or registering an Appeal you acknowledge that you have read, understood and are bound by these terms and conditions and our [Privacy Policy \(Agreement\)](#). If you do not understand the Agreement, or do not accept any part of it, then you may not use the Website or register an Appeal.

“**Adelaide Fringe Artist Fund**”, “**we**”, “**us**” or “**our**” means Adelaide Fringe Incorporated (ABN 71 66 859 461), a registered charity with the Australian Charities and Not-for-profits Commission and endorsed by the Australian Taxation Office as a tax concession charity and deductible gift recipient.

“**Allocation**” means an amount given to you by us in relation to your Appeal.

“**Appeal**” means a request by you for fundraising for a Nominated Purpose using the Appeal Platform.

“**Appeal Platform**” means the website, platform or medium used to register an Appeal.

“**Artist**”, “**Venue**”, “**you**” or “**your**” means the artist or venue registering an Appeal.

“**AVR**” means the Adelaide Fringe Artists & Venue Registration portal at <https://avr.adelaidefringe.com.au>.

“**Content**” means any content, material or image on the Website or Appeal Platform.

“**Donation**” means a donation to the Adelaide Fringe Artist Fund.

“**Donor**” means a person donating to the Adelaide Fringe Artist Fund.

“**Intellectual Property**” means any intellectual property rights whatsoever, whether registered or not, whether arising now or in the future, on any legal basis and in any jurisdiction, including rights in relation to copyright, patents, inventions, trademark, design, trade secrets, know how, goodwill, reputation and confidential information.

“**Nominated Purpose**” means the purpose specified in your Appeal.

1. Overview

- a. Our Appeal Platform has been set up to provide a space for our arts community to raise the vital funds needed to develop arts initiatives and assist in the longevity of artists and venues.
- b. The Appeal Platform has been created for you to register an Appeal to appeal for fundraising, and for us to accept Donations to the Adelaide Fringe Artist Fund.
- c. By making a Donation in relation to your Appeal, Donors will be recommending to us that the amount of their Donation is to be allocated to your Appeal in the amount of their Donation, less any applicable processing fees, which you agree to then apply for your Nominated Purpose.
- d. We will make every effort to apply to you any Donation we receive in relation to your Appeal, although you acknowledge that this is subject to our grant policies and that Adelaide Fringe Artist Fund, as required by law, retains exclusive legal control over all Donations and may redirect funds to a similar cause if it is unable or chooses not to follow the recommendation. For example, if your Appeal is cancelled by you or us, or the Nominated Purpose in the Appeal is otherwise unable to be fulfilled by you, we retain discretion to apply the Donation for other charitable purposes in accordance with our objectives and constitution
- e. We will deliver a marketing campaign around the Appeal Platform but we will not drive traffic to - or promote - your Appeal.

2. Account

- a. To use some of the functions on the Website or Appeal Platform, including to register an Appeal, you will need to register an account.
- b. To register for an account, you need to be at least 18 years old (or the age of majority in your jurisdiction).
- c. You are responsible for all activity on your account, and for keeping your password confidential.
- d. You agree to accept notices from Adelaide Fringe Artist Fund at your email address. You are responsible for keeping your password safe and must not disclose your login information to any third party. If you believe or suspect that unauthorised use of your login information has taken place, please notify us immediately by contacting donate@adelaidefringe.com.au.

3. Eligibility and Nominated Purposes

- a. To be eligible to register an Appeal and receive any Allocations, you must be registered and remain registered to participate in the 2021 Adelaide Fringe as an artist or venue.
- b. To be eligible to receive an Allocation in relation to your Appeal, you warrant that the entire Allocation will be used for the Nominated Purpose.
- c. If requested by us, you must provide us with evidence to our satisfaction that any Allocation you received was used for the Nominated Purpose. If we consider, acting reasonably, that you have not used an Allocation in accordance with the Nominated Purpose, you must repay us the amount of the Allocation on demand.
- d. If you are fundraising for a venue, you must have a minimum of one registered Fringe event to opt into the opportunity via AVR. This event must still be valid and in your venue by December 18 2020 in order to receive your funds.

4. Appeals

- a. You warrant that your Appeal, including any data, including all text, pictures, graphics, audio, video, images and other information comprising your Appeal does not:
 - i. Infringe the intellectual property rights (including copyright) of any third party;
 - ii. Detrimentially affect the brand/reputation of the Adelaide Fringe, the Adelaide Fringe Artist Fund or any of our affiliates;
 - iii. mislead as to your identity, affiliation with any group or company;
 - iv. Contain information that is inaccurate, ambiguous, exaggerate, defamatory or untrue;
 - v. Encourage, counsel or suggest discriminatory criminal or other unlawful acts; or
 - vi. Contain vulgar and/or suggestive language or images or innuendo or slang of an immoral, racist or violent nature.
- b. We reserve the right to remove and/or edit any content posted on your Appeal at our sole discretion and without notice.
- c. If your Appeal is removed or suspended by us, you may be ineligible to receive an Allocation.
- d. Your application to create an Appeal must be submitted to us by 11 October 2020.
- e. Any Appeals submitted after COB on 11 October 2020 will not be accepted.

5. Payment

- a. We may apply Donations to be given as an Allocation to you at our discretion, although we will make every effort to apply a Donation in relation to your Appeal as

- an Allocation to you. If so, we will transfer the amount to your nominated bank account specified in your AVR profile.
- b. You must ensure that you have provided us with your bank details by 11 October 2020 in AVR, otherwise your Appeal will not go ahead.
 - c. Process of receiving Allocations:
 - i. The Donor donates to us through our Appeal Platform, in relation to your Appeal.
 - ii. That Donation is held by us in our Cultural Fund until the campaign concludes.
 - iii. Once the campaign ends, we will make every effort to apply a Donation in relation to your Appeal as an Allocation to you, and if we do so, your Allocation will be transferred into your nominated bank account less any processing and transfer account fees.
 - d. We will aim to have given all Allocations (if any) by COB on 31 December 2020.
 - e. It is your responsibility to consult with a tax professional to determine what your responsibilities in relation to any Allocation that you receive.
 - f. Each Donation incurs a third party processing fee of 1.75% +30 cents for domestic transactions or 2.9% +30 cents for international transactions through the payment gateway. All fees associated with the Donation will be deducted from the Donation at such time as we apply or use the Donation.

6. In event of a COVID shutdown

In the event that 2021 Adelaide Fringe 2021 doesn't go ahead due to COVID-19, you acknowledge and agree that the Adelaide Fringe Artist Fund may, at our discretion, retain a Donation in relation to your Appeal for that festival to the extent permissible at law.

7. Content

- a. Adelaide Fringe Artist Fund may at its discretion and without giving notice alter, remove or suspend any part of the Website, Appeal Platform or any Content. In no event will we be liable for any loss or damage arising as a result of any such change made to the Website, Appeal Platform or Content.
- b. While we aim to ensure all information on the Website is up-to-date, details may change from time to time.
- c. You are not allowed to and agree not to circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Website or Content (or attempt to do any of these things).

8. Intellectual Property Rights

- a. The material on this Website, the Appeal Platform and all Content and Intellectual Property in the same is protected and property of Adelaide Fringe Artist Fund or the respective owner.
- b. You may use it for your personal and non-commercial purposes only. You must not otherwise use, copy, modify, transmit, store, publish, exploit, rent, lease, loan, sell, or distribute this material or Content or Intellectual Property, or create any derivative works, without written permission from us and, if applicable, the respective owner.
- c. You must not use any logos or other trademarks displayed on the Website, whether registered or not, or modify them in any way without written permission from us or the owner.

9. Indemnity

- a. You agree to indemnify, defend and hold harmless Adelaide Fringe Artist Fund and its affiliates and each of its and their officers, directors, employees, agents and assigns (“Artist Fund Indemnitees”) from and against any and all claims, liabilities, damages, losses, costs, expenses or fees (including reasonable legal fees) arising from or relating to:
 - a. your use of, or activities in connection with the Website or the Appeal Platform (including any Appeal); or
 - b. your breach of this Agreement.
- b. Adelaide Fringe Artist Fund reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defence of such claim.
- c. Furthermore, you irrevocably waive and release the Artist Fund Indemnitees from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you may have with any other user of Adelaide Fringe Artist Fund.

10. Security & Privacy

- a. We do not guarantee that this Website, the Appeal Platform or any third party website linked to this Website is free from viruses or other material that could affect your device. You should take your own precautions against these risks.
- b. Adelaide Fringe may collect personal information that you provide to us using the Website and/or Appeal Platform. You can read our full Privacy Policy [here](#).

11. Cookies

- a. The Website uses cookies. Cookies are small text files that are stored on your device. They are created when you visit a website, to help the website owner to manage how their site is used, including tracking users’ movements between pages or visits, keeping information voluntarily given by the user and matching a user’s historical preferences with content and advertising that may be of greater relevance to them, to make the user’s experience more personal.
- b. Please refer to our full Privacy Policy linked above for more information about how we use cookies.

12. Disclaimers and Liability

- a. Your access to and use of this Website and/or Appeal Platform is at your own risk and we will not accept any liability in relation to it, other than liability that cannot be excluded under applicable laws.
- b. To the extent permitted by law, Adelaide Fringe Artist Fund will not be responsible or liable for any loss, damage or injury to the extent arising under or in connection with this Agreement or your use of this Website or Appeal Platform, including from:
 - a. your access to and use of the Website or Appeal Platform or any related content or information;
 - b. any Appeal by you;
 - c. your negligent acts or omissions; or
 - d. your breach of this Agreement.
- c. Adelaide Fringe Artist Fund does not promise that the Website, the Appeal Platform or any content, service or feature of the Website or the Appeal Platform will be uninterrupted or error-free, or that any defects will be corrected. The Website and any Content, service or feature are provided on an “as-is” basis and “available” basis without any warranty of any kind whether express or implied.

- d. Adelaide Fringe Artist Fund reserves the right, without notice, to do any of the following at any time:
 - a. to modify, interrupt, suspend or terminate operation of or access to the Website or the Appeal Platform, or any portion of the Website or the Appeal Platform; and
 - b. to modify or change the Website or the Appeal Platform, and any policies or terms.

13. Termination

- a. Adelaide Fringe Artist Fund has the right to terminate your access to the Website and/or Appeal Platform at any time, without notice, for any reasons, including without limitation, breach of this Agreement.

14. Amendments

- a. We may amend these terms and conditions by updating them on our Website. By continuing to use the Website, you are deemed to accept any such amendments.