



Terms and Conditions

Terms and Conditions of Participation

1. The “National Trust” means the Australian Council of National Trusts, National Trust of Australia (Australian Capital Territory), National Trust of Australia (New South Wales), National Trust Northern Territory, National Trust of Australia (Queensland), National Trust of South Australia, National Trust of Australia (Tasmania), National Trust of Australia (Victoria), National Trust of Australia (WA) and associated organisational bodies as relevant.
2. Following lodgement of the registration, the National Trust will assess the application and determine whether you are approved for the **Australian Heritage Festival***. The National Trust reserves the right, in its sole discretion and without liability, to reject any lodgement or suspend or remove any registration that does not comply with these Terms and Conditions, or if it considers that it may bring the National Trust or Australian Heritage Festival into disrepute, even after the registration is lodged and accepted.
3. Except as otherwise agreed expressly in writing and advised to you by the Australian Heritage Festival, you must arrange and pay all costs whatsoever associated with your event.
4. The logos, branding, artwork and all information, materials and other property supplied by the National Trust (including all intellectual property, which for the avoidance of doubt includes all copyrights, trademarks, domain names and rights protecting goodwill and reputation, whether registered or unregistered, and all application for the same, anywhere in the world) remain the exclusive property of the National Trust. You agree to use this artwork on a non-exclusive basis and only for the duration of your participation in the festival and for any related purposes agreed by the National Trust.
5. You acknowledge and accept that your participation in the Australian Heritage Festival may expose you and your representatives to the risk of damage, loss or harm. You acknowledge and agree that you will not hold the National Trust or the Australian Heritage Festival responsible for any damage, loss, harm or disappointment as a consequence of your participation in the Australian Heritage Festival.
6. You indemnify the National Trust and/or the Australian Heritage Festival, their employees, contractors and agents (the indemnified) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with your involvement in the Australian Heritage Festival. This indemnity includes any costs incurred by the National Trust and/or the Australian Heritage Festival (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or inquests.
7. The National Trust reserves the right at any time and from time to time to make changes, modify or discontinue, temporarily or permanently, the Australian Heritage Festival with or without prior notice. The decision of

the National Trust in all matters under its control is final and binding and no correspondence will be entered into.

8. The National Trust shall not be liable for any failure to comply with its obligations including where the failure is caused by something outside its reasonable control. Circumstances outside its reasonable control include, but are not be limited to, weather conditions, fire, flood, cyclone, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
9. No responsibility is taken for registrations that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt.
10. You agree you have the necessary permission to publish and promote the submitted events and promotional images and you also confirm you have the necessary permission from people who may appear in the photograph and that you do not infringe upon their copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or publicity.
11. By registering an event in the Australian Heritage Festival and supplying images/films/artworks/text you agree that these images/films/artworks/text supplied together with your brand name, logo and trademark may be used by the National Trust solely for the purpose of the 2018 Australian Heritage Festival or future Australian Heritage Festivals and no other purpose. You also grant to the National Trust a non-exclusive, non-transferable and royalty free license to use these materials for 5 years following the date of registration for archival purposes by the National Trust.
12. The Australian Heritage Festival reserves the right to refuse to promote any event or to cancel the registration where there is any conflict with sponsorship agreements signed by the Australian Heritage Festival.
13. The National Trust assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment, programming and promotion associated with or utilized in the Australian Heritage Festival.
14. All registered events must comply with all laws, including but not limited to, Occupational Health and Safety laws.
15. You must hold a current Public Liability Insurance policy with a minimum cover of \$20,000,000 (twenty million) and ensure that you take out other appropriate insurance to cover risks which may arise due to your involvement in the Australian Heritage Festival. You must ensure that each insurance is maintained at all relevant times. It is your responsibility to arrange Public Liability Insurance or other insurance necessary to cover any claim arising out of the activities of your event. You agree to provide the National Trust upon request with proof of insurance cover.
16. You consent to the personal information in the lodgement and registration being collected and used by the National Trust and the Australian Heritage Festival for the purpose of informing you about other services, events and other heritage related activities that are organised or promoted by the National Trust. Notwithstanding the above consent, all personal information collected by the National Trust will only be used for the purpose for which it was provided and in accordance with the Privacy Act 1988 (Cth).

17. All registrations are subject to the laws of Australia.
18. All indemnities survive termination of any relationship with you.
19. All terms and conditions are binding on you and all of your representatives and may be subject to change without notice.
20. If you wish to withdraw from your participation in the Australian Heritage Festival, written notice must be given to the Australian Heritage Festival. If any publication deadlines have passed, the event cannot be withdrawn from these publications.
21. You agree you will not represent you have any affiliation with the Australian Heritage Festival or the National Trust other than that you are conducting an event as part of the Australian Heritage Festival.
22. If you are provided with any grant money by the Australian Heritage Festival, this grant money may only be used for the purposes of the event's presentation at the Australian Heritage Festival 2018 and that if your event does not take place as part of the Australian Heritage Festival 2018 the grant money will be returned in full. You agree to provide a report to the Australian Heritage Festival by 19 June 2018 detailing how funding was spent and what outcomes were achieved. Any unspent grant money must be returned to Australian Heritage Festival.
23. You agree to complete the evaluation form which will be provided following the festival to help the Australian Heritage Festival: keep improving; find stories to promote events and provide further evidence to funders of the success of the festival. Failure to do so may mean subsequent registration requests may be rejected.

*Also to be known as the 'Australian Heritage Festival Tasmania' in Tasmania.