

Sydney Lunar Festival associated events program

Terms and conditions

It is a condition of entry into the Sydney Lunar Festival that all terms and conditions are accepted without reservation.

Inclusion of associated events in the festival program is by submission of the associated event application form and acceptance into the program is at the discretion of the City of Sydney ('the City').

The City will notify you of the outcome of your application by December 2020.

Participation in the Sydney Lunar Festival associated events program provides:

- the opportunity to be part of a festival with a national and international reputation
- a free event listing on the official website
- a Sydney Lunar Festival 2021 logo to use on your marketing collateral
- inclusion in relevant marketing materials.

The City does not provide any support for funding venue hire, marketing, ticketing or collateral design for associated events.

1. Associated events must:
 - a. celebrate the Lunar New Year, celebrate cultures that observe the Lunar New Year or the Lunar zodiac sign of the year
 - b. take place within the City of Sydney local government area
 - c. (i) take place entirely during the official Sydney Lunar Festival dates of 12 to 21 February 2021 ('festival period') or
(ii) have the majority of the event take place during the festival period.
2. All promotional materials designed by associated event organisers must incorporate the City's Sydney Lunar Festival logo. All of these materials must be approved by the City before being printed and distributed or published.
3. Associated event organisers must not make any statement to the media about the Sydney Lunar Festival. Statements to the media about the festival may only be made by the Lord Mayor or approved City representatives.
4. Sydney Lunar Festival promotional materials provided by the City must be distributed at associated event venues and at the associated event organiser's offices or outlets.
5. Associated event organisers must report event attendance and submit a post event report to the City by 18 March 2021.
6. Political propoganda (including banners, brochures and chants) must not be displayed, voiced or disseminated at the associated event.
7. Associated event organisers understand that they participate in the festival at their own risk, take full responsibility for any injuries or damages involving their participants that may occur during the associated event and comply with all relevant laws, regulations and guidelines that are applicable including workplace health and safety legislation.
8. Associated event organisers are responsible for the safety of artists, performers, crew, suppliers, other agents involved and members of the public at their associated event. Associated event organisers must have a minimum \$10 million public liability

insurance coverage for their associated event. A copy of your public liability insurance certificate of currency for \$10 million must be supplied to the City after acceptance into the program.

9. Associated event organisers may be required to produce a site specific risk management plan for the associated event if required by the City. A copy of the plan must be provided to the City for approval at least 2 weeks before the associated event if required.
10. Associated event organisers who participate in any part of the Sydney Lunar Festival agree to participate on the following conditions:
 - a. you are responsible for your own personal security and property
 - b. you are responsible for any injury or damage to person or property that occurs during the festival which arises from you or your agent's breach of these terms and conditions, or any fraudulent, criminal, wilful or negligent act or omission during your participation in the festival
 - c. you release the Sydney Lunar Festival, the City and any other agents involved, from any claims, actions or losses arising from you or your agent's breach of these terms and conditions or any fraudulent, criminal, wilful or negligent act or omission during your participation in the festival
 - d. you agree to indemnify the City against all damage, expense, loss or liability suffered or incurred by the City arising out of any breach of these terms and conditions or any fraudulent, criminal, wilful or negligent act or omission by you or your agents in connection with your participation in the festival.
11. Associated event organisers must comply with the legislative requirements of the Office of the Children's Guardian and obtain the necessary working with children checks where appropriate.
12. Associated event organisers must comply with all NSW Government Public Health Orders in relation to their associated event, and must establish and enforce a legally compliant COVID Safe Plan required for your event/industry.