



FESTIVAL PARTICIPATION AGREEMENT 2027

As an Event Host in the New Zealand International Science Festival 2027 you understand and agree to the following Terms & Conditions:

BACKGROUND

- A. The New Zealand International Science Festival Incorporated runs the New Zealand International Science Festival 2027 ("the Festival") and associated events.
- B. You wish to be included in the Festival programme and/or associated events.

AGREED TERMS

1. Defined terms and interpretation

1.1 Defined Terms & Conditions within this Agreement, unless the context otherwise requires:

- a) The Festival means the 2027 festival that will next take place in Dunedin, New Zealand, **9-18 June 2027** as well as ancillary events in the lead up to;
- b) The Festival logo means the logo that is used for the promotion of the Festival;
- c) Event means a specific event that is held as part of the Festival at any one time within the Science Festival period or lead up to;
- d) GST means goods and services tax chargeable under the Goods and Services Tax Act 1985;
- e) Intellectual Property includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks (including names, labels, colour schemes, logos, patterns or other identifying marks), registered and unregistered designs, circuit layouts, proprietary and other software, trade secrets, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, together with all right, interest, or license in or to any of the foregoing.

2. Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- a) Any party to this Agreement includes its successors and permitted assignees and transferees; and

- b) A person includes any individual, firm, corporation, association of persons (corporate or not), trust, government department or municipal authority (in each case whether or not having separate legal personality);

3. Term

3.1 This Agreement covers the festival and planning period from **8 February 2027** and will terminate after the completion of the Festival, unless terminated earlier in accordance with this Agreement.

4. Warranties

4.1 As the Event Host you warrant that:

- a) You have the power and are entitled to grant to the Festival the rights contained in this Agreement;
- b) Your events and activities related to, or connected with, the Festival will be managed and promoted in accordance with all applicable laws, rules and regulations and good practice;
- c) You have not granted and will not grant any rights that are inconsistent with or will prevent or limit the rights of the Festival;
- d) You have obtained, or will obtain all necessary consents and approvals to enable you to perform your obligations and run your events;
- e) You will run events in a professional manner; and
- f) Your event/s and ancillary activities prior to and after the Festival period will be managed in a manner that is consistent with promoting the good reputation, quality and goodwill of the Festival;
- g) You will abide by the deadlines for information set in the application process;
- h) You will inform us as soon as possible if you are no longer able to participate in the Festival;
- i) By agreeing with the festival Terms & Conditions you understand and acknowledge that it is legally binding.

5. Event Host obligations

5.1 As an Event Host your obligations are as follows:

- a) All Festival event details will be embargoed until the programme launch date of **05 May 2027** unless otherwise discussed and agreed to in advance in writing with Festival management;
- b) You are responsible for all expenses for your event unless otherwise discussed and agreed to in advance in writing with Festival management;
- c) You are responsible for arranging your own volunteers unless otherwise discussed and agreed to in advance in writing with Festival management;
- d) You agree to co-market your event across your marketing channels, including digital newsletters and social media channels;
- e) The Festival will arrange the venue on your behalf unless you are a venue, are coordinating an event tied to a specific venue, or your alternate venue

requests are discussed in advance. Any costs associated with a provided venue will be discussed and mutually agreed upon before confirmation.

6. Ticketing

- 6.1 For all events, with the exception of agreed to venues in advance, the official Festival ticket provider will be Eventotron;
- 6.2 All ticketing will be setup and managed by Festival management on your behalf;
- 6.3 All tickets will go on sale from **05 May 2027** unless agreed to in advance;
- 6.4 Events with paid tickets will incur a ticketing fee of 10% of gross ticket income (including GST). The fee is deducted from ticket income before payment to you. This ticket fee covers the management costs of setting up and managing the ticketing process, managing and marketing the festival and providing event support where required. Free events will not incur any ticketing fees;
- 6.5 The Festival will receive a minimum of two complimentary tickets per event, including for all visitor attraction events. If the event is a series, then four tickets are required across the series. These will be used by The Festival for media, sponsors, guests, and promotional reasons;
- 6.6 The Festival collects ticket income on your behalf. Within 20 business days after the conclusion of the festival, the Festival will send you the required information for you to invoice the Festival, then pay you the ticket income received for your event, less the ticketing fee and any refunds, together with a statement of sales.
- 6.7 If your event is cancelled, postponed or materially changed for any reason within your control, you are responsible for the cost of refunds to ticket holders. The Festival may deduct these from any amount owed to you. Your liability under this clause is limited to the payment provider's fees for processing those refunds.

7. Festival branding

- 7.1 The Festival logo must be used on all your marketing collateral;
- 7.2 The Festival logo is available on our website under the 'About/Resources' webpage.

8. Programme content

- 8.1 The Festival reserves the right to amend your event marketing material including event text, title and imagery as deemed necessary;
- 8.2 You grant the Festival a non-exclusive, royalty-free license to use your event content (including text, images and recordings) to promote the Festival, now and for future Festivals. You warrant that you have the right to grant this license, and that the content does not infringe anyone else's rights. Exclusions to this are to be mutually agreed upon in writing in advance.

9. Additional obligations

- 9.1 Your contact details will be included in the Festival database to keep you up to date with Festival events and key information;
- 9.2 The Festival has the right to refuse or reject any event application;

- 9.3 The Festival is not liable for any losses, damages, or issues that may arise from your event.
- 9.4 Any ticket-holder or attendee information the Festival gives you may be used only to run your event, must be kept secure, and must not be used for marketing without the person's consent.

10. Health, Safety and Insurance

- 10.1 For any event involving children and families, event hosts shall require the attendance of parents and caregivers. If you would like to run an event with children (under the age of 14) that does not require parental or caregiver supervision, this must be agreed to in writing by the Festival and will require additional health & safety processes;
- 10.2 You are responsible for the health and safety of your event, and you will comply with the Health and Safety at Work Act 2015. Before your event, you will provide a health and safety plan or risk assessment when the Festival asks for one. You will consult, cooperate and coordinate with the Festival and the venue on health and safety matters;
- 10.3 You will notify the Festival as soon as possible of any notifiable event, serious incident or near miss at your event.
- 10.4 Unless the Festival agrees otherwise in writing, you will hold public liability insurance of at least \$1,000,000 for your event and provide evidence of it on request. This does not apply if you are part of a venue or event hosted by the Festival itself, such as the Festival Hub;

11. Termination

- 11.1 The Festival may terminate this Agreement with immediate effect by written notice if:
- a) You breach this Agreement, or are negligent in your performance of this Agreement, and do not rectify the situation within any time frame reasonably specified by the Festival in writing;
 - b) You enter into a composition with its creditors, are declared bankrupt, go into liquidation, or a receiver, or a receiver and manager, or a statutory manager is appointed in respect of it; or
 - c) The Festival becomes aware of any circumstances in relation to you which might, in the reasonable opinion of the Festival, damage the reputation of the Festival, its related companies, the Festival and/or the Festival events.
- 11.2 On termination of this Agreement:
- a) You will return all property that belongs to the Festival, including, but not limited to any Festival events and Festival promotional and publicity material; and
 - b) The Festival will remove all marketing and event details of your event and all rights granted under this Agreement will be terminated.

11.3 Neither party is liable for failing to perform this Agreement because of events beyond its reasonable control (including severe weather, natural disaster, pandemic, or government restriction). If the Festival or your event cannot go ahead for such a reason, either party may end this Agreement by written notice, and ticket holders will be refunded from ticket income held for your event.

11.4 You may withdraw from the Festival by written notice to the Festival. If you withdraw after the programme launch date, clause 6.7 applies.

12. Relationship of the Parties

12.1 You and the Festival are neither employees, agents, partners nor joint ventures of the other and are seen for the purposes of this Agreement as independent contractors.

13. Authority to act

13.1 Except as expressly approved by the Festival in writing, you will have no authority to act for or incur any obligation on behalf of the Festival, its related companies, and/or any Festival events and will not make any representation of having such authority.

14. Intellectual Property

14.1 Neither party may use the other party's Intellectual Property unless the nature and extent of the use has been approved in writing by the other party;

14.2 All Intellectual Property owned by you or the Festival prior to the date of this Agreement will remain the property of that party.

15. Confidential Information

15.1 Each party will keep confidential any information of the other party that is marked confidential or would reasonably be regarded as confidential (including Festival programme details before the launch date, financial information and sponsor arrangements). Neither party will use it except for the purposes of this Agreement, or disclose it except as required by law. Information that is publicly available, other than through a breach of this clause, is not confidential.

16. Liability and indemnity

16.1 You will indemnify and hold the Festival harmless against all costs, losses, expenses, claims, actions, suits, judgments, damages, penalties, obligations or liabilities (properly sustained or incurred by it directly or indirectly) made by any third party in relation to, or in connection with, this Agreement excluding any fine or infringement fee that cannot lawfully be indemnified.

17. General

17.1 Any variation to this Agreement must be made in writing and signed by both parties.

17.2 You may not assign this Agreement or any rights or obligations under this Agreement, without the Festival's prior written consent.

17.3 Neither party is deemed to have waived any right under this Agreement unless the waiver is in writing. A failure to exercise or delay in exercising any right will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision of this Agreement.

18. Dispute resolution

18.1 A party must, as soon as reasonably practicable, give the other party notice of any dispute arising under or in connection with this Agreement.

18.2 If the parties fail to resolve the dispute by negotiation within 15 business days of a notice, the parties will try to settle the dispute by mediation. Either party may initiate mediation by giving written notice to the other party. If the parties cannot agree on a mediator within 5 business days after mediation has been initiated, then the mediator will be selected by the Chair of Resolution Institute (or their nominee) at the request of either party. The costs of mediation will be shared equally by both parties. If the dispute is not resolved within 5 business days (or such longer period as the parties agree) after commencing mediation, then either party may pursue the dispute through legal proceedings before the New Zealand Courts. Nothing in this clause prevents either party from seeking urgent interim relief from a court.

19. Notices

19.1 Any notice required to be given by either party under this Agreement must be in writing and sent to either the other party's email address or postal address. A notice is deemed to have been received by the other party:

- a) if emailed, at the time the sender receives an acknowledgement of receipt of delivery from the other party's email address or (if earlier) at the end of two business days after the day the email was sent, unless a notice of non-delivery is received by the sender,
- b) provided that if any communication is received after 5pm on a business day or on a day which is not a business day, it will be deemed to have been received on the next business day.

20. Law

20.1 This Agreement is governed by New Zealand law.