

HALLOWEEN FEST

Performer Agreement & Terms

ABN: 15 381 208 934

Organiser: Tasmania's Most Haunted / Halloween Fest ("Organiser")

Venue: Hobart City Hall

Event Date: Saturday 31 October 2026

Trading / Performance Hours: 10:00 am – 5:00 pm

These Performer Agreement & Terms ("Agreement") apply to every individual, group, company or organisation engaged to provide entertainment or performances at Halloween Fest ("Event"), including but not limited to musicians, bands, DJs, magicians, illusionists, children's entertainers, dancers, performers, actors, roaming entertainers, character performers, cultural performers, specialty acts and presenters.

By accepting an invitation or submitting an application to perform at Halloween Fest, the Performer acknowledges they have read, understood and agree to be bound by this Agreement. Acceptance by the Organiser forms a binding agreement between the Performer and the Organiser.

1. Definitions

For the purposes of this Agreement:

Agreement means these Performer Agreement & Terms.

Event means Halloween Fest conducted at Hobart City Hall on Saturday 31 October 2026, including approved bump in, rehearsals, sound checks, performances and pack down.

Equipment means all musical instruments, props, staging, costumes, lighting, sound equipment, electrical equipment, vehicles, trailers, promotional material and any other property brought onto the Venue by the Performer.

Organiser means Tasmania's Most Haunted / Halloween Fest (ABN 15 381 208 934), including its directors, employees, contractors, volunteers and authorised representatives.

Performance means any performance, presentation, workshop, demonstration, meet & greet, roaming entertainment, stage show, interactive activity or other entertainment approved by the Organiser.

Performer means the individual, company, partnership, incorporated association or organisation engaged by the Organiser, including all employees, assistants, contractors, musicians, dancers, crew members, volunteers, agents and representatives engaged by that Performer.

Performance Area means any stage, room, designated performance space, roaming area, backstage area or other location allocated by the Organiser.

Venue means Hobart City Hall together with any surrounding area approved by the Organiser for Event activities.

WHS means all applicable Workplace Health and Safety legislation operating within Tasmania.

2. Engagement of Performer

2.1 Invitation

The Organiser may invite or accept applications from Performers at its absolute discretion.

Nothing in this Agreement obliges the Organiser to engage any Performer.

The Organiser reserves the right to decline any application without providing reasons.

2.2 Acceptance

A Performer is only considered engaged once written confirmation has been provided by the Organiser. Acceptance may remain conditional upon the Performer providing any documentation reasonably requested, including but not limited to:

- Public Liability Insurance;
- Working with Vulnerable People Registration (where applicable);
- music licences (where applicable);
- risk assessments;
- technical specifications;
- electrical test and tagged;

Failure to provide requested documentation may result in cancellation of the engagement.

2.3 Independent Contractor

Unless expressly agreed otherwise in writing, every Performer participates in Halloween Fest as an independent contractor.

Nothing contained within this Agreement creates:

- employment;
- partnership;
- agency;
- joint venture;
- franchise;
- employer and employee relationship

between the Performer and the Organiser.

2.4 Performance Fee

Where a Performance Fee has been agreed, it will be confirmed in writing.

Unless otherwise agreed:

- all fees are inclusive of GST (where applicable);
- no additional payment is payable unless approved in writing by the Organiser.

Where no fee has been agreed, the Performer acknowledges they are performing voluntarily.

2.5 Cancellation by Performer

If a Performer withdraws after accepting an engagement, they must notify the Organiser immediately.

The Organiser reserves the right to:

- appoint a replacement performer;
- amend the entertainment program;
- cancel future engagements with that Performer.

The Performer will be responsible for any additional reasonable costs incurred by the Organiser as a direct result of an unreasonable late cancellation where permitted by law.

2.6 Cancellation by Organiser

The Organiser may cancel a Performance where reasonably necessary due to:

- adverse weather;
- venue restrictions;

- illness;
- safety concerns;
- insufficient registrations;
- emergency incidents;
- Force Majeure;
- operational requirements.

Where reasonably practicable, the Organiser will provide as much notice as possible.

Unless otherwise agreed in writing, cancellation does not entitle the Performer to compensation beyond any agreed cancellation provisions contained within their engagement.

3. Performance Requirements

3.1 Performance Standards

The Performer agrees to provide a professional Performance of a standard consistent with the information supplied to the Organiser during the application or booking process.

Performances must remain suitable for a family-friendly audience unless otherwise approved in writing.

3.2 Performance Times

The Performer agrees to:

- arrive by the time specified by the Organiser;
- be ready to perform at the scheduled commencement time;
- perform for the agreed duration;
- comply with the published running schedule;
- remain available where multiple performances have been booked.

The Organiser may vary performance times where reasonably necessary.

3.3 Failure to Attend

Failure to attend a scheduled Performance without reasonable notice may be treated as a material breach of this Agreement.

The Organiser may remove the Performer from the Event program and refuse future engagements.

3.4 Performer Substitutions

A Performer must not substitute another performer, musician, entertainer or crew member without the prior written approval of the Organiser.

Where illness or unforeseen circumstances arise, the Organiser will consider reasonable substitute performers where the replacement maintains the expected standard and nature of the booked Performance.

4. Arrival, Bump In & Pack Down

4.1 Event Schedule

The Organiser will provide each Performer with an Event Information Pack prior to the Event outlining bump in times, vehicle access, parking arrangements, performance times and pack down procedures.

The Performer agrees to comply with all times and directions issued by the Organiser.

5. Technical Requirements

5.1 Technical Information

Prior to the Event, the Performer must provide all technical information reasonably requested by the Organiser, including:

- stage plans;
- sound & lighting requirements;
- microphone requirements;
- power requirements;
- staging requirements;
- special effects;
- setup times;
- pack down times.

Failure to provide technical information may result in limitations being placed on the Performance.

5.2 Changes to Technical Requirements

Technical requirements must not be materially altered after acceptance without the prior written approval of the Organiser.

The Organiser is under no obligation to provide equipment or services not previously agreed.

5.3 Technical Support

The Organiser will not be liable for any technical issues, equipment malfunctions or other unforeseen interruptions beyond its reasonable control.

5.4 Sound Checks

Where sound checks are required, Performers must attend to this prior to the event opening to the general public.

Failure to attend may result in the Performance proceeding without additional technical adjustments.

6. Equipment & Safety

6.1 Performer Equipment

Unless otherwise agreed in writing, the Performer must supply all equipment necessary for their Performance.

This includes but is not limited to:

- costumes;
- props;
- instruments;
- staging accessories;
- sound equipment;
- extension leads;
- cables;
- promotional displays.

All equipment must be maintained in a safe condition.

6.2 Electrical Equipment

All electrical equipment brought onto the Venue must:

- comply with Australian Standards;
- be suitable for commercial use;
- be tested and tagged where required by law;
- be free from visible defects;
- be safely installed.

The Organiser reserves the right to disconnect unsafe equipment.

6.3 Extension Leads

Extension leads must:

- not create trip hazards;
- be protected using cable covers where required;
- not overload power outlets;
- remain in safe condition throughout the Event.

Double adaptors are not permitted.

6.4 Special Effects

Smoke machines, bubble machines, fog effects, pyrotechnics, open flames, lasers or similar effects must not be used unless:

- disclosed before the Event;
- approved in writing by the Organiser;
- compliant with all applicable legislation.

Additional conditions may be imposed by the Organiser or Venue Management.

6.5 Dangerous Equipment

The Performer must not use equipment that may create an unreasonable risk to:

- attendees;
- volunteers;
- neighbouring Performers;
- Event staff;
- Venue property.

The Organiser may immediately prohibit the use of unsafe equipment.

7. Costumes & Performance Content

7.1 Family-Friendly Performances

Halloween Fest is a family-friendly community event.

Unless expressly approved otherwise, all Performances must remain appropriate for audiences of all ages.

7.2 Costumes

Costumes must not contain:

- offensive imagery;
- discriminatory material;

- excessive gore;
- obscene language;
- sexually explicit content;
- unlawful symbols.

The Organiser may require inappropriate costumes to be altered or removed.

7.3 Audience Interaction

Where a Performance involves audience participation, the Performer agrees to:

- act respectfully;
- avoid humiliating participants;
- obtain consent before physical interaction;
- ensure participation remains voluntary.

Children must never be separated from their parent or guardian without consent.

7.4 Children's Entertainment

Where Performances are directed toward children, the Performer agrees to:

- use age-appropriate language;
- avoid frightening behaviour;
- maintain appropriate professional boundaries;
- comply with all child safety requirements.

Where required by law, Performers must hold a current Registration to Work with Vulnerable People.

8. Photography & Media Consent

The Organiser, its photographers and authorised media representatives may photograph or film the Event, including Vendor Sites, displays, products and staff.

By participating in the Event, the Performers grants the Organiser a non-exclusive, royalty-free licence to use such images and recordings for promotional, educational and marketing purposes in any media, without further consent or payment.

Where reasonably practicable, the Organiser will not use images in a manner that is misleading or defamatory.

8.1 Promotional Licence

The Performer grants the Organiser a non-exclusive, royalty-free licence to use:

- photographs;
- video recordings;
- promotional images;
- business names;
- logos;
- approved publicity material,

for promoting:

- Halloween Fest;
- future Halloween Fest events;
- associated promotional campaigns.

No additional payment will be payable for such use unless otherwise agreed in writing.

8.2 Performer Recordings

The Performer must not commercially record the Event for resale without prior written approval. Personal promotional recordings are permitted provided they do not interfere with Event operations.

9. Professional Conduct

9.1 Behaviour

Performers must behave professionally and respectfully towards:

- attendees;
 - children;
 - volunteers;
 - vendors;
 - contractors;
 - Event staff.
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9.2 Alcohol & Drugs

The Performer and their assistants must not:

- perform while impaired;
- consume alcohol immediately before or during a scheduled Performance;
- possess or use illegal drugs.

The Organiser may immediately remove any person believed to be impaired.

9.3 Harassment

Halloween Fest maintains zero tolerance for:

- bullying;
- harassment;
- discrimination;
- intimidation;
- violence;
- threatening behaviour;
- abusive language;
- sexual harassment.

Any Performer engaging in such conduct may be immediately removed from the Event.

9.4 Compliance with Directions

Performers must immediately comply with all reasonable lawful directions issued by:

- the Organiser & Event staff;
- Venue Management;
- security personnel;
- Tasmania Police;
- Hobart City Council;
- Environmental Health Officers;
- emergency services.

Failure to comply may result in suspension or removal from the Event.

10. Insurance

10.1 Responsibility for Insurance

Each Performer is responsible for maintaining appropriate insurance relevant to the nature of their Performance and participation in the Event.

Participation may be made conditional upon the Performer providing satisfactory evidence of insurance upon request.

10.2 Public Liability Insurance

Unless otherwise agreed in writing by the Organiser, every Performer must maintain current Public Liability Insurance with a minimum cover of \$10 million for any one occurrence, or such higher amount as may be required by the Venue, Organiser or applicable legislation.

A current Certificate of Currency must be provided upon request.

The Organiser reserves the right to refuse participation where satisfactory evidence of insurance has not been provided.

10.3 Workers Compensation Insurance

Where required by law, Performers employing staff, musicians, assistants or contractors must maintain appropriate Workers Compensation Insurance and comply with all employer obligations under applicable legislation.

10.4 Motor Vehicle Insurance

Any Performer bringing a vehicle onto the Venue is responsible for ensuring the vehicle is:

- currently registered;
- roadworthy;
- appropriately insured.

The Organiser accepts no responsibility for loss of or damage to Performer vehicles.

10.5 Additional Insurance

Where the Organiser reasonably considers a Performance presents an increased level of risk, the Organiser may require the Performer to obtain additional insurance appropriate to that activity.

Failure to obtain the required insurance may result in cancellation of the engagement.

10.6 Property Insurance

The Organiser does not insure:

- costumes;
- props;
- musical instruments;
- staging;
- sound equipment;
- lighting equipment;
- trailers;
- vehicles;
- cash;
- merchandise;

- business interruption;
- loss of income.

The Performer is encouraged to obtain appropriate insurance covering these risks.

11. Workplace Health & Safety

11.1 Compliance with Laws

The Performer must comply with all applicable Commonwealth, State and Local Government legislation relating to:

- Workplace Health and Safety;
 - electrical safety;
 - fire safety;
 - manual handling;
 - child safety;
 - emergency management;
 - public safety.
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11.2 Safe Workplace

The Performer must take all reasonable steps to ensure that their Performance Area remains safe throughout the Event.

This includes ensuring that:

- cables are safely secured;
 - equipment remains stable;
 - props are safely operated;
 - hazardous items are controlled;
 - emergency exits remain unobstructed.
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11.3 Risk Assessments

Where requested, the Performer must provide a written risk assessment identifying foreseeable hazards associated with their Performance.

The Organiser may require additional control measures before permitting the Performance to proceed.

11.4 First Aid

The Performer acknowledges that first aid services may be available during the Event.

The Performer remains responsible for ensuring that members of their own team receive appropriate medical treatment where required.

12. Intellectual Property

12.1 Ownership

Except as expressly provided in this Agreement, all intellectual property belonging to the Performer remains the property of the Performer.

12.2 Promotional Licence

The Performer grants the Organiser a perpetual, non-exclusive, worldwide, royalty-free licence to use:

- Performer names;

- business names;
- logos;
- approved promotional images;
- photographs;
- video recordings taken during the Event,

for the purpose of promoting:

- Halloween Fest;
- future Halloween Fest events;
- associated community events;
- tourism promotion;
- social media;
- print advertising;
- digital marketing.

12.3 Performer Content

The Performer warrants that they own, or have obtained all necessary permissions to use:

- music;
- sound recordings;
- scripts;
- costumes;
- trademarks;
- artwork;
- video;
- photographs;
- visual content

used during the Performance.

The Performer indemnifies the Organiser against any intellectual property infringement arising from their Performance.

13. Assumption of Risk

Participation in Halloween Fest is voluntary.

The Performer acknowledges that public entertainment events involve inherent risks that cannot be completely eliminated.

The Performer voluntarily accepts those risks.

13.1 Acceptance of Risk

The Performer acknowledges that participation may involve risks including but not limited to:

- slips, trips and falls;
- crowd interaction;
- adverse weather;
- manual handling;
- electrical hazards;
- fire hazards;
- stage lighting;

- sound equipment;
- temporary structures;
- vehicle movements;
- equipment failure;
- theft;
- property damage;
- interactions with members of the public;
- illness;
- injury;
- any other reasonably foreseeable risks associated with live entertainment.

The Performer voluntarily accepts these risks to the fullest extent permitted by law.

13.2 Responsibility for Personnel

The Performer is solely responsible for:

- employees;
- musicians;
- dancers;
- assistants;
- contractors;
- volunteers;
- agents;
- representatives;
- guests attending on behalf of the Performer.

The Performer must ensure all such persons comply with this Agreement.

13.3 Responsibility for Equipment

The Performer remains solely responsible for the security, operation, storage and maintenance of all Equipment brought onto the Venue.

The Organiser accepts no responsibility for theft, loss or damage to Performer property.

13.4 Responsibility for Performance

The Performer remains solely responsible for:

- the content of the Performance;
- demonstrations;
- audience participation;
- interactions with children;
- props;
- special effects;
- assistants.

The Performer warrants that the Performance can be conducted safely.

13.5 Safe Operation

The Performer must immediately discontinue any activity which presents an unreasonable risk to:

- attendees;

- volunteers;
- Event staff;
- neighbouring performers;
- Venue property.

The Organiser may immediately suspend any Performance considered unsafe.

14. Incident Reporting

14.1 Immediate Notification

The Performer must immediately notify the Organiser of:

- injury to any person;
 - damage to property;
 - equipment failure;
 - near misses;
 - complaints;
 - lost children;
 - security concerns;
 - suspicious behaviour;
 - emergency incidents.
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14.2 Cooperation

The Performer agrees to cooperate fully with:

- the Organiser;
- Venue Management;
- emergency services;
- regulatory authorities;
- insurers

in relation to any investigation arising from the Event.

14.3 Written Reports

Where requested, the Performer must provide a written incident report as soon as reasonably practicable following the incident.

15. Emergency Procedures

15.1 Suspension of Performance

The Organiser may immediately suspend any Performance where reasonably necessary to protect:

- public safety;
- emergency operations;
- Venue integrity;
- performers;
- attendees;
- staff.

The Performer agrees to comply immediately with any direction to cease performing.

15.2 Evacuation

Where an evacuation is ordered, the Performer must:

- immediately stop performing;
- secure equipment where safe to do so;
- assist with maintaining calm where requested;
- follow all evacuation directions;
- not recommence performing until authorised by the Organiser.

15.3 Emergency Access

The Performer must ensure that equipment, staging, props and vehicles do not obstruct:

- emergency exits;
- fire doors;
- evacuation routes;
- emergency equipment;
- emergency vehicle access.

Failure to comply may result in immediate suspension of the Performance.

16. Release

16.1 Release of the Organiser

To the fullest extent permitted by law, the Performer releases and forever discharges the Organiser, its directors, officers, employees, volunteers, contractors, sponsors, agents, representatives and Venue Management ("Released Parties") from any and all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Performer's participation in the Event, except to the extent that such claim arises directly from the negligence, fraud or wilful misconduct of the Released Parties or where liability cannot lawfully be excluded.

16.2 Acknowledgement of Risk

The Performer acknowledges that participation in a public event involves inherent risks, including those described in this Agreement, and voluntarily accepts those risks.

The Performer agrees that the Organiser is not responsible for losses arising from ordinary risks associated with public entertainment events.

16.3 Property

The Performer releases the Organiser from any liability arising from:

- theft;
- loss;
- accidental damage;
- vandalism;
- deterioration;
- weather;
- mechanical failure;
- electrical interruption;

affecting the Performer's Equipment or property, except where directly caused by the Organiser's negligence.

16.4 Audience Interaction

Where the Performer voluntarily interacts with members of the public, the Performer accepts responsibility for managing those interactions safely and professionally.

The Performer releases the Organiser from claims arising from audience participation that result from the Performer's acts or omissions.

16.5 Acceptance

The Performer acknowledges they have had the opportunity to obtain independent legal advice regarding this Agreement before accepting participation.

17. Indemnity

17.1 General Indemnity

To the fullest extent permitted by law, the Performer indemnifies and keeps indemnified the Organiser, its directors, officers, employees, volunteers, contractors, sponsors, Venue Management and agents against all claims, actions, proceedings, liabilities, damages, losses, costs and expenses (including legal costs on a full indemnity basis) arising from or connected with:

- the Performer's participation in the Event;
 - any act or omission of the Performer;
 - the Performer's negligence;
 - breach of this Agreement;
 - breach of any law;
 - injury to any person;
 - death of any person;
 - loss of or damage to property.
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17.2 Personnel

The indemnity extends to the acts or omissions of the Performer's:

- employees;
- assistants;
- musicians;
- dancers;
- crew;
- contractors;
- subcontractors;
- volunteers;
- suppliers;
- agents;
- representatives.

The Performer is responsible for ensuring that all such persons comply with this Agreement.

17.3 Equipment

The Performer indemnifies the Organiser against claims arising from:

- unsafe Equipment;
- defective Equipment;

- incorrectly installed Equipment;
 - electrical faults;
 - staging failures;
 - prop failures;
 - lighting equipment;
 - sound equipment;
 - vehicles;
 - trailers.
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17.4 Performance Content

The Performer indemnifies the Organiser against claims arising from:

- offensive material;
 - copyright infringement;
 - defamation;
 - misleading statements;
 - unauthorised use of intellectual property;
 - unlawful conduct during the Performance.
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17.5 Injury or Property Damage

The Performer indemnifies the Organiser against any claim, loss, liability, damage, cost or expense arising from or connected with injury, death, loss or damage to any person or property caused or contributed to by:

- the Performer;
- the Performer's employees;
- assistants;
- contractors;
- volunteers;
- suppliers;
- agents;
- representatives; or
- the Performer's Equipment or Performance.

This indemnity applies whether the loss arises directly or indirectly from the Performer's participation in the Event.

17.6 Continuing Obligation

The indemnities contained within this Agreement survive completion of the Event and termination of this Agreement.

18. Limitation of Liability

18.1 Exclusion of Indirect Loss

To the fullest extent permitted by law, the Organiser shall not be liable for any indirect, incidental, special, exemplary or consequential loss suffered by the Performer, including but not limited to:

- loss of income;
- loss of profits;

- loss of contracts;
 - business interruption;
 - loss of goodwill;
 - reputational damage;
 - loss of opportunity;
 - travel expenses;
 - accommodation expenses.
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18.2 Event Delays

The Organiser is not liable for delays caused by:

- weather;
 - emergency incidents;
 - technical failures;
 - crowd management;
 - government directions;
 - utility failures;
 - security incidents;
 - Force Majeure.
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18.3 Schedule Changes

The Performer acknowledges that performance times, locations and running orders may change. Reasonable changes made by the Organiser shall not constitute a breach of this Agreement.

18.4 Maximum Liability

Where liability cannot be excluded, the Organiser's liability shall, to the maximum extent permitted by law, be limited to:

- re-performance of the affected services; or
- payment equivalent to the agreed Performance Fee,

whichever the Organiser determines is appropriate.

18.5 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any rights or remedies which cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

19. Event Changes & Force Majeure

19.1 Event Changes

The Organiser reserves the right to alter:

- the Event program;
- performance schedules;
- stage allocations;
- Performance Areas;
- operating hours;
- site layout;

where reasonably necessary for operational, safety or commercial reasons.

19.2 Force Majeure

The Organiser shall not be liable for failure to perform its obligations where prevented by circumstances beyond its reasonable control, including but not limited to:

- severe weather;
- natural disasters;
- flood;
- bushfire;
- pandemic;
- epidemic;
- public health emergency;
- acts of terrorism;
- civil unrest;
- industrial disputes;
- government restrictions;
- Venue closure;
- utility failures;
- power outages;
- telecommunications failures;
- security incidents;
- any other event beyond the reasonable control of the Organiser.

19.3 Cancellation

Where the Event is cancelled due to Force Majeure, the Organiser shall not be liable for any additional loss suffered by the Performer beyond any amounts required by law or expressly agreed in writing.

19.4 Partial Cancellation

Where only part of the Event is cancelled, the Organiser may:

- shorten performances;
- alter performance times;
- cancel selected performances;

without liability beyond any obligations expressly agreed in writing.

20. Cancellation of Engagement

20.1 Cancellation by Performer

Where the Performer cancels without reasonable notice, the Organiser may:

- engage a replacement Performer;
- withhold unpaid Performance Fees where permitted by law;
- recover reasonable additional costs directly incurred due to the cancellation;
- decline future applications from the Performer.

20.2 Cancellation by Organiser

The Organiser may cancel the engagement where the Performer:

- breaches this Agreement;
- fails to maintain required insurance;

- behaves inappropriately;
- creates a safety risk;
- provides false or misleading information;
- fails to comply with lawful directions.

Unless otherwise agreed in writing, no further payment will be payable where cancellation results from the Performer's breach.

20.3 Illness or Emergency

Where illness or another genuine emergency prevents the Performer from attending, the Performer must notify the Organiser as soon as reasonably practicable.

The Organiser may, at its discretion:

- approve a substitute Performer;
- amend the entertainment schedule;
- waive cancellation consequences where appropriate.

21. Removal from the Event

21.1 Right to Remove

The Organiser reserves the right, acting reasonably, to suspend or remove a Performer from the Event immediately where the Performer:

- breaches this Agreement;
- fails to comply with lawful directions;
- creates an unacceptable safety risk;
- engages in offensive, abusive or inappropriate behaviour;
- brings the Event into disrepute;
- is affected by alcohol or illegal drugs;
- fails to maintain required licences or insurance;
- provides false or misleading information;
- commits unlawful conduct;
- damages Venue property; or
- otherwise acts in a manner that is inconsistent with the objectives or reputation of Halloween Fest.

Removal from the Event does not limit any other rights or remedies available to the Organiser.

21.2 Immediate Suspension

Where immediate action is necessary to protect public safety or preserve the orderly operation of the Event, the Organiser may direct the Performer to:

- cease performing;
- stop using equipment;
- vacate the Performance Area;
- leave the Venue.

The Performer must comply immediately with any such direction.

21.3 Removal of Equipment

Following removal, the Performer must remove all Equipment and personal property within the timeframe directed by the Organiser.

Where the Performer fails to do so, the Organiser may relocate the Equipment to a secure area at the Performer's risk and expense.

The Organiser accepts no responsibility for loss or damage arising from such relocation unless caused by the Organiser's negligence.

21.4 No Compensation

Where a Performer is removed due to their breach of this Agreement, no refund, compensation or additional payment will be payable unless otherwise required by law.

22. Privacy

22.1 Collection of Information

The Organiser may collect personal information from the Performer for purposes including:

- administering the Event;
 - communicating with Performers;
 - emergency contact;
 - insurance;
 - risk management;
 - marketing (where consent has been provided);
 - compliance with legal obligations.
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22.2 Use of Information

Personal information will only be used for legitimate Event purposes and will be handled in accordance with the Privacy Act 1988 (Cth) and the Organiser's Privacy Policy (where applicable).

22.3 Disclosure

The Organiser may disclose information where reasonably necessary to:

- emergency services;
 - insurers;
 - Venue Management;
 - government authorities;
 - regulatory agencies;
 - legal advisers;
 - contractors assisting with the Event.
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22.4 Emergency Contacts

The Performer agrees to provide accurate emergency contact information and to notify the Organiser of any changes before the Event.

23. Confidentiality

23.1 Confidential Information

The Performer agrees to keep confidential any non-public information obtained through participation in the Event, including but not limited to:

- security procedures;
 - emergency plans;
 - contractor information;
 - financial arrangements;
 - performer fees;
 - operational procedures;
 - confidential business information.
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23.2 Permitted Disclosure

This clause does not prevent disclosure where required by law or where prior written approval has been obtained from the Organiser.

23.3 Continuing Obligation

The confidentiality obligations contained within this Agreement continue after completion of the Event.

24. Notices

24.1 Email Notices

The Performer acknowledges that email is the primary method of communication for Halloween Fest. Notices sent by email will be taken to have been received on the day of transmission unless the sender receives notification that delivery has failed.

24.2 Change of Contact Details

The Performer must promptly notify the Organiser of any change to:

- email address;
 - telephone number;
 - emergency contact details.
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25. General Provisions

25.1 Entire Agreement

This Agreement constitutes the entire agreement between the Organiser and the Performer in relation to participation in Halloween Fest and supersedes all previous discussions, negotiations and understandings relating to the same subject matter.

25.2 Variation

No amendment to this Agreement is effective unless made in writing by the Organiser.

The Organiser may update these Terms where reasonably necessary. Updated Terms will apply to future Events or, where legally permissible, upon reasonable notice to affected Performers.

25.3 Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

25.4 Waiver

Failure by the Organiser to exercise any right under this Agreement shall not constitute a waiver of that right.

A waiver is only effective if made in writing.

25.5 Assignment

The Performer must not assign, transfer or subcontract their rights or obligations under this Agreement without the prior written consent of the Organiser.

25.6 Relationship of the Parties

Nothing contained in this Agreement creates:

- an employment relationship;
- a partnership;
- a joint venture;
- an agency relationship; or
- a fiduciary relationship,

between the Organiser and the Performer.

25.7 Survival

The following clauses survive completion, cancellation or termination of this Agreement:

- Intellectual Property;
 - Privacy;
 - Confidentiality;
 - Release;
 - Indemnity;
 - Limitation of Liability;
 - Governing Law;
 - Dispute Resolution (if applicable);
 - any clause intended by its nature to survive termination.
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25.8 Governing Law

This Agreement is governed by the laws of Tasmania.

The parties submit to the non-exclusive jurisdiction of the courts of Tasmania and any court hearing appeals from those courts.

25.9 No Exclusivity

Unless expressly agreed in writing, this Agreement does not grant the Performer exclusive rights to provide entertainment at the Event.

The Organiser may engage other Performers offering similar or identical performances.

25.10 Good Faith

The parties agree to act honestly, reasonably and in good faith in performing their obligations under this Agreement.

25.11 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

26. Acceptance of Terms

By accepting an invitation to perform, signing a performance agreement, confirming a booking by email, or otherwise agreeing to participate in Halloween Fest, the Performer acknowledges that they:

- have read and understood these Performer Agreement & Terms;
- agree to comply with all obligations contained within this Agreement;
- warrant that all information provided to the Organiser is true and correct;
- agree to be legally bound by these Performer Agreement & Terms.

Participation in Halloween Fest constitutes acceptance of this Agreement.