

# Unison Choruses Canada

## Unison Festival 2022

### Registration Terms and Conditions for Choruses

1. These Registration Terms and Conditions (the “Terms”) form an agreement between Unison Choruses Canada (“UNISON”) and the chorus applying for registration. By applying to register to perform at Unison Festival 2022, to be held in Halifax, Nova Scotia from June 30 to July 3, 2022 (the “Festival”), your chorus agrees to be bound by these Registration Terms and Conditions (the “Terms”).

#### Registration

2. Registration applications are accepted online only. Registration applications will not be accepted by fax, telephone, mail or email.
3. Payment for registration may be made by credit card, direct debit, e-transfer or cheque. Your chorus is responsible for all banking fees charged due to returned cheques.
4. Payment for registration must be made in Canadian Dollars. UNISON accepts no liability for any loss suffered due to fluctuating exchange rates or charges incurred for exchanging currency or transferring funds.
5. UNISON reserves the right to refuse to accept any application for registration in its sole and absolute discretion.
6. Once UNISON accepts your chorus registration application, UNISON will notify you that your chorus has been registered by sending an email to the address given during your registration application process. For offline payments, UNISON will send confirmation of registration once the e-transfer or cheque clears.

#### Registration Refunds and Transfers

7. Chorus registrations are non-refundable, except in the event the Festival is postponed or cancelled due to a pandemic.
8. Chorus registrations are non-transferrable.
9. If the Festival is postponed due to a pandemic, your chorus will have the option of
  - a. applying all fees paid as of the date of postponement to the rescheduled Festival,
  - b. converting all fees paid as of the date of postponement into a donation to UNISON, or
  - c. receiving a refund of all fees paid as of the date of postponement minus a \$5 processing charge.
10. If the Festival is cancelled due to a pandemic, your chorus will have the option of
  - a. converting all fees paid as of the date of cancellation into a donation to UNISON, or

- b. receiving a refund of all fees paid as of the date of cancellation minus a \$5 processing charge.
- 11. Requests for refunds will be acknowledged within five (5) business days. Refunds will be completed within sixty (60) days.
- 12. Official donation receipts will be issued for donations of CAD\$20 or more from Canadian donors.

### **Festival events and performances**

- 13. The events and performances advertised on UNISON's website and in UNISON's promotional material are subject to change as plans for the Festival are finalized. While the events and performances advertised represent UNISON's intentions as to the Festival, there is no guarantee that any particular event or performance will be as described.
- 14. UNISON reserves the right in circumstances beyond UNISON's reasonable control to change the timing and venues of Festival events and performances and to cancel Festival events and performances as determined by UNISON in its absolute discretion.
- 15. UNISON is not liable for any loss or damage suffered if any Festival event or performance does not proceed as advertised or if for whatever reason your chorus does not participate in an event.
- 16. Festival events and performances may proceed in all weather conditions provided UNISON is satisfied that the event or performance can proceed safely.
- 17. UNISON expects your chorus to be committed to delivering the performance for which your chorus is registering. Evidence of lack of commitment, such as late arrival or failure to comply with established rehearsal schedules, could prevent your chorus from performing or participating. UNISON's decisions about performance and participation are final.

### **Performing Rights**

- 18. Your chorus is responsible for obtaining and paying for any performing rights required for works to be performed at the Festival, including copyright licenses and composer, publisher and arranger agreements. Please address inquiries about Festival performing rights to [festival@unisonfestivalunisson.ca](mailto:festival@unisonfestivalunisson.ca). Failure to provide documentary evidence to satisfy UNISON that your chorus has complied with this clause in respect of any work may mean that your chorus will not be permitted to perform that work at the Festival.

### **Conduct**

- 19. Your chorus agrees to comply with the rules of the Festival as determined by UNISON and with any reasonable written or verbal instructions given by UNISON, its representatives or volunteers.
- 20. Your chorus agrees to comply with the health safety measures prescribed by UNISON and the Nova Scotia health authorities for Festival events and performances.
- 21. Some venues and institutions used by UNISON may impose conditions of entry and other restrictions in addition to the rules and safety measures prescribed by UNISON. Your chorus agrees to comply with any such conditions or restrictions.

22. Your chorus agrees not to engage in unacceptable behaviour. Unacceptable behaviour includes, but is not limited to, physical and verbal abuse; harassment; drug-taking; smoking in non-permitted areas; excessive intoxication; nudity; lewd or overtly sexual conduct; anti-social behaviour; racist, homophobic, transphobic, sexist, misogynist, misandrist, or ageist behaviour, including performing actions, words or songs construed as such; and the carrying of knives, weapons or any other items construed as weapons.

### **Sponsors' rights**

23. Your chorus agrees not to act in a way which would compete with Festival sponsors or devalue Festival sponsors' rights regarding branding potential, logo rights or exclusive presence at Festival events. If at any time during the Festival, UNISON, its representatives or volunteers determine that the actions of your chorus compete with Festival sponsors or may result in the devaluation of such Festival sponsors' rights, your chorus understands that it will be required to immediately cease such actions.

### **Media consent**

24. UNISON or its appointed agents may photograph or record your chorus during the Festival. You agree to assign any of your rights to that recorded material to UNISON in perpetuity and authorise the reproduction, broadcast, distribution and dissemination of that material by any means whatever without geographic or time limitation.

### **Personal data**

25. Your chorus agrees that UNISON will use the personal data collected during the registration process for Festival registration, the sale of Festival merchandise, and for the organization and production of the Festival. UNISON will not otherwise share the personal data collected with third parties.

### **Insurance and damage to property**

26. UNISON is not liable for any loss or damage to the property of your chorus during the Festival.

### **Cancellation of registration by UNISON**

27. UNISON may at any time cancel your chorus's registration with immediate effect if you breach these Terms. If UNISON cancels your chorus's registration due to breach of these Terms, your chorus will not be permitted to participate in the Festival; nor will your chorus receive a refund or any form of compensation for any loss.

### **Applicable law**

28. These Terms and the ensuing relationship between your chorus and UNISON are governed by the laws of Alberta, Canada. Your chorus consents to the exclusive jurisdiction of the courts of Alberta in all matters regarding these Terms.