

# Artists (Participants) Terms & Conditions

Completion of your registration indicates your acceptance of the following Terms and Conditions. The conscious act against the following agreement might lead to cancellation of your show/performance and/or blacklisting for future episodes of the festival.

Updated: 20.08.2024

## **Treatment of ThessFringe Staff and Participants**

Thessaloniki Fringe Festival (“ThessFringe”) is a product of the non-profit organisation “Fringe Arts” and has a duty of care to its participants, staff, volunteers and contractors to ensure a safe working environment for all.

## **Professional Behaviour**

We require artists to be on time to any rehearsals, workshops, meetings and performances and in a clear-minded state and sober condition where they are able to perform. The participant and everybody part of their company agrees to be on site at the respective venue no later than 30 min before their show.

ThessFringe and its staff endeavour to reply to email and telephone communications from participants within two working days.

## **Participation Fee**

Any show that makes a final agreement with a venue, will need to pay a participation fee of 60 Euro for performances in venues with a capacity of 40 and above or 40 Euro for a capacity of 39 and below, in order to finalise their registration.

Please note that Fringe Arts is a volunteers' based organisation. Your participation fee contributes towards the services ThessFringe provides to administer the festival.

This includes:

- The operations of ThessFringe and its departments: marketing (brochure, campaigns, partnerships), services, year-round support and finance/accounting.
- The official website of ThessFringe [www.thessfringe.com](http://www.thessfringe.com)
- Out-of-home advertising, including the erection of posters and distribution of the brochures
- Events run by ThessFringe.
- The implementation of ticket offers.
- Social media ads promoting ThessFringe on both Facebook and Instagram.

The registration is completed and participation secured when a venue could be secured through Eventotron, participation fee and deposit payment has been made in full via Eventotron until two weeks after, and the “Terms & Conditions for Artists” have been agreed to. Tickets will go on sale 6-8 weeks before the festival.

### **Proofing**

Please check all copy (texts) for your event details to ensure there are no mistakes in the information you are providing us. It is your responsibility to ensure this is correct at the point of registration.

### **Content Control**

ThessFringe reserves the right to edit any material supplied that we consider, at our sole discretion, to be offensive, defamatory and/or risk any criminal or civil action being brought against ThessFringe.

ThessFringe stands for diversity, inclusion and equality. If we consider, in our sole discretion, the content of any event to discriminate against any of the protected characteristics, we reserve the right to remove the event from our programme without refunding the participation fee.

The artist should not programme performances of the exact full show in the city of Thessaloniki at least a month before the festival, ideally not within the same year. Work-in progress and slots in line-up shows are fine. The Festival reserves the right to cancel the show and withhold any payment should the show be scheduled within the month before the festival.

### **Copyright**

You are responsible for obtaining the proper and relevant rights and permissions to perform or adapt a work that is under copyright from the author, literary agent or publisher of the work. These details can usually be found on the inside cover or first pages of the script. Make sure that you have informed the relevant contacts if this applies to your event. ThessFringe is not liable for any breaches of copyright and reserves the right to withdraw any event from the programme that does not have the right permissions to perform or display said work.

### **GDPR**

ThessFringe will use details provided in Eventotron to contact you with information relevant to performing at ThessFringe and to add you to the newsletter. To opt-out of this, please email [mail@thessfringe.com](mailto:mail@thessfringe.com).

ThessFringe consents to the General Data Protection Regulation of the European Union.

For more information, see: <https://www.thessfringe.com/privacy-policy/>

### **Advertising changes**

While ThessFringe endeavours to publicise any changes or cancellations to an event on the ThessFringe website, it is the responsibility of the participant to make any changes known as quickly as possible at the venue and anywhere else the event may have been published.

ThessFringe requires at least two working days' notice to guarantee any changes will be published in advance of the event. Within two working days, ThessFringe cannot guarantee updates will be processed.

### **Marketing, Press and Publicity**

ThessFringe does not guarantee an audience. Participants are responsible for their own additional publicity and press, including press releases and the design, production, distribution and display of flyers, posters and any online advertising. Make sure you include the ThessFringe logo on all publicity and have the design confirmed by our marketing team. Check the Marketing Guide for artists.

ThessFringe is responsible for online publicity on their social media platforms, promoting the festival, show listings in the festival brochure, and for advertising through the main festival poster in Thessaloniki. Individual posters that announce solely your show need to have the ThessFringe footer for the festival period and need to be organised by you. If you want the festival organisation to take this over, please contact us.

Please note that fly-posting is illegal, and is therefore prohibited in public places.

The participant needs to create their own Facebook events (if the artist uses this platform) that will be re-posted via the main “ThessFringe” account.

- Any social media marketing and marketing related questions should be directed to [marketing@thessfringe.com](mailto:marketing@thessfringe.com)
- Any press-related questions should be directed to [press@thessfringe.com](mailto:press@thessfringe.com)
- All other artist related matters should be directed to [programme@thessfringe.com](mailto:programme@thessfringe.com)

ThessFringe artists are encouraged to document their journey via Instagram / Facebook and/or TikTok and tag the festival:

FB: [@thessfringefestival](https://www.facebook.com/thessfringefestival)

IG: [@thessfringe](https://www.instagram.com/thessfringe)

TT: [@thessfringe](https://www.tumblr.com/thessfringe)

If so inclined, when doing updates about the festival please use the following hashtags and link to ThessFringe Social Media profiles:

#ThessFringe

### **Images**

ThessFringe has the right to refuse an image that is of poor quality, not to the required specifications, incorrectly labelled or deemed to be offensive.

You as participating artist are responsible for obtaining the proper and relevant rights and permissions of any images used in your registration and event listing. Any disputed images will be requested to be removed unless proof of ownership is produced. In cases where ownership cannot be proved, images may be removed by ThessFringe. ThessFringe is not liable for any breaches of copyright and any fines or charges will be passed onto the participant.

### **Complimentary Tickets**

ThessFringe will hold 2 complimentary tickets per performance, one for venues up to 40 seats capacity.

In addition 2 complimentary tickets per performance, one for smaller venues will be on hold for press & arts industry professionals. All press & arts industry requests should be forwarded to our press team to issue the tickets on the participant's behalf. If those tickets are not used they will go on general sale 1 hour before the show.

## **Personal Assistant Tickets**

ThessFringe can issue one complimentary ticket per show/performance to the assistants of disabled (both visible and non-visible) customers who would otherwise be unable to attend an event.

## **Box Office Information**

It is the responsibility of the participant to provide ThessFringe with a contact for the person in charge of the sale of tickets for their event(s) in Eventotron. All tickets will be sold through the ThessFringe Box Office in Eventotron.

## **Audience Seating**

It is the responsibility of the participant and venue to inform ThessFringe of any seating plans, seating arrangements, allocated seating and restricted views at the point of registering. ThessFringe cannot be held responsible for any errors due to the provision of incorrect information, or the non-provision of information, by participants or venues.

## **Ticket Refunds**

ThessFringe tickets are not refundable. In the rare event where a refund is reasonable, e.g. due to a falsely booked ticket at the door by the festival staff, refunds usually require two working days advance notice from the ticket purchaser or the box office. Within two working days' hours after the event starts, refunds will only be granted with prior approval from the venue or participant and will be considered on a case-by-case basis. In the event that ThessFringe Box Office cannot contact the venue management or participant in time before the start of the event, or if there are no contact details available, then the ThessFringe Box Office reserves the right to use their own discretion when issuing refunds.

If a customer has a grievance and requests a refund after a show has finished, ThessFringe will pass the complaint to the venue management or participant who will make a decision on whether to offer a refund and instruct ThessFringe accordingly.

### **Ticket Sales Report**

Online box office is always available through the Eventotron account and will allow the participant access to ticket sales details 24 hours a day. These sales reports include all tickets sold through Eventotron. It is the responsibility of the participant to inform themselves about customer reports before the event.

### **Commission and Settlement**

ThessFringe will deduct a 10% commission (ex. VAT) on all tickets sold through the ThessFringe Box Office and Viva. The commission is calculated on your gross sales (i.e. before 24% VAT is deducted).

Please clarify any hiring, payment and taxation questions with the venue before you close an agreement. We have uploaded a guideline that will support you on your way. Please make sure to read it carefully.

Settlements will be paid within three weeks of the festival ending, and payment will be made to the venue in charge of your events, unless otherwise specified. The transfer may take up to three working days for the bank. A final sales report with a summary of any deductions will be made available to you via Eventotron. It is then your venue's responsibility to forward your agreed settlement to you. Refer to your contract with your venue for their payout date, please bear in mind that they will need some extra time to work out your final settlement.

Where ticket settlements have been paid out as requested, ThessFringe is not responsible for any payments due to third parties e.g. artists, performers, venues, external promoters or box offices.

ThessFringe is not responsible for late payments if incorrect bank details have been provided at the point of registration.

ThessFringe reserves the right to retain any money made through ticket sales that is outstanding to ThessFringe.

## **Venues**

It is the responsibility of the participant to communicate effectively with their venue. Participants should ensure they are clear on the financial agreement with the venue before taking part in ThessFringe and be in receipt of a written contract agreeing to the financial and all other arrangements.

## **Music Rights Greece**

Even if a venue holds a licence, all participants are required to state upon completion of the registration in Eventotron if copyrighted music will be used during their event. You will be required to pay a fee for music royalties if your event uses any music that is still in copyright. Free or donation events do not need to pay any music royalties. In the event of failure to supply information in regard to music usage, it will be assumed that copyrighted music was used throughout the duration of the performance and deductions will be made accordingly.

## **Additional Marketing Measurements**

If you need help with marketing, please contact [marketing@thessfringe.com](mailto:marketing@thessfringe.com), and we can advise on ways to promote your show..

## **Guarantee**

ThessFringe requests a deposit of 150 EUR. This amount will completely be returned up to three days after your events have taken place.



If an event is cancelled *by the participant*, the participant is not eligible for a refund of the participation fee, nor for the guarantee paid. But there will be no additional cancellation fees.

If an event is cancelled due to extreme unexpected circumstances (natural disaster, war, civil unrest), participants are eligible for a refund of 100% of their participation fee and guarantee paid. Participants should request this by emailing [mail@thessfringe.com](mailto:mail@thessfringe.com).

### **Participation fee refunds in event of Festival cancellation or curtailment**

The participation fee is not refundable. If any in-person events of ThessFringe need to be cancelled due to a declaration of war, disease epidemic including COVID-19, natural disaster events that fall under the legal term, “Act of God”, or a period of national mourning, the festival will go ahead digitally if/where possible and participants with in-person events will be given the option to transfer to digital and receive a refund of the difference between the in-person and digital fees.

In case of such cancellation or curtailment, or of a full festival cancellation or curtailment of all events, participants will also be given the chance to postpone their registration to 2026 for no additional charge. In the case of a full cancellation or curtailment, or in the case of participants with in-person events not wanting to transfer to digital or to 2026, participants will receive a 70% refund on their participation fee and guarantee, with 30% going towards ThessFringe to cover costs incurred.

In case of cancellation of the festival due to natural disasters, pandemics, riots, strike of the airlines and/or civil aviation authority, bankruptcy and restructuring of the debt of Greece within a margin of 15 days before the festival, no refund will be made to the participants whatsoever.

## **Photo & Video Footage**

ThessFringe reserves the right to record, photograph and/or film your show and associated activities (e.g. get-in) for the purpose of documentation or the creation of promotional material.

As part of a promotional video trailer, ThessFringe reserves the right to use sequences (seconds) of any programmed shows from the video material provided by the artist during the application process. The same stands for any photos you submitted.

ThessFringe does not guarantee a photographer or videographer, but has a pool of volunteer photographers who photograph shows at random and at their own discretion. The artist has the option to hire a professional photographer directly through the ThessFringe network. ThessFringe connects artist and photographer a few weeks before the festival and if desired, the artist may grant the festival access to selected photos, which can be used for promotional purposes.

## **Disputes**

Disputes between parties outside of ThessFringe shall not be arbitrated by ThessFringe.

If a dispute arises between a ThessFringe participant and their ThessFringe venue or any other ThessFringe stakeholder, ThessFringe will endeavour to arbitrate.

## **Contacting ThessFringe**

You can always contact ThessFringe by emailing [mail@thessfringe.com](mailto:mail@thessfringe.com) or calling (+30) 6934724111. The service hours are 09:30-17:30, Monday – Friday outside of festival dates, and seven days a week 10:00-22:00 during the festival.

## Complaints Procedure

To report any complaints, please email [mail@thessfringe.com](mailto:mail@thessfringe.com), call us on (+30) 6934724111 or write to us at ThessFringe, Panagias Faneromenis 2, 546 32 Thessaloniki, Greece.

Please see [thessfringe.com](http://thessfringe.com) for our full policy.

### **Both parties (ThessFringe staff and participants) agree to adhere to the following:**

Reports of mistreatment of ThessFringe staff or participants will be treated seriously and may lead to the cancellation of your event. In serious cases, you may be blacklisted and unable to return.

Complaints made against ThessFringe staff will follow our disciplinary procedure and will be escalated to the ThessFringe management and in severe cases, forwarded to the legal board.

Actions considered unacceptable include, but are not limited to:

Physical violence, abuse, written or spoken language that leads someone to feel afraid, written or oral language containing expletives, hate speech, defamatory statements, inflammatory allegations, unwanted physical attention, sexual harassment, unreasonably persistent communications, unreasonable time scale demands.