

SONGWRITING RETREAT - TERMS AND CONDITIONS

These Terms form an agreement between Event partners Seat 7A Pty Ltd t/a I Heart Songwriting Club and Wild Mountains Songs (us, we), and the participants of our Event (participant, you). Participation in our Events is conditional on your acceptance of these Terms.

How you can be involved:

We are curating a songwriting retreat in Regional Queensland for 12 songwriters over the age of 18 years old (the 'Event'). Participation in the Event is by invitation, acceptance of an agreement and payment of Event fee. To receive an invitation, the first step is to complete an Expression of Interest Form online [here](#). Upon submission of the form, you will be contacted by one of our Event organisers by phone or email to discuss. If we think you are a good fit for our Event, we will email you an invitation to participate in our Event along with an invoice for a deposit and an agreement for you to sign.

To confirm your place, you will need to complete an agreement and send it to us via return email, and pay a \$500 deposit. We will hold your place for seven days pending the receipt of your deposit and your signed agreement. We will then send you a written confirmation of your place.

The balance of the payment is due by the due date indicated on your agreement. If you are booking at early bird rates, full payment is due by June 1, 2024. If you are booking at the full rate, full payment is due by July 31, 2024. If payment is not received by the due date, we reserve the right to cancel your place in the Event and retain your deposit. The event fee includes GST.

We encourage artists to apply for arts funding to help cover their costs to attend. Please note that we will not hold spots for people based on their grant outcomes. All participants will need to pay a deposit and final payment is due as per above. Unfortunately we can't make exceptions.

How to make payments:

Payments are to be made via bank transfer to the account below:

I Heart Songwriting Club
ANZ Bank
BSB 014 274 Account No 305090756
Reference: Your name and "songwriting retreat"

Payments may also be made via credit card over the phone (fees of 2% of total amount apply). To pay by credit card, please email us at enquiries@iheartsonwritingclub.com and we will call you back within 2 business days to take your payment.

Cancellation Policy:

This Event is a boutique event. To make your experience as tailored and personal as possible, the Event is limited to a maximum of 12 people. If you choose to cancel, having another person

replace you becomes less likely as we come closer to the Event date. Our cancellation policy reflects this. Cancellation fees are as follows:

- Up to 70 days prior to event \$500 per person is retained
- 70 to 40 days prior to event \$800 per person is retained
- Less than 40 days 100% of total price is retained

Credits are not offered for a participant arriving late or leaving early.

The above cancellation charges will be applied in all cases. If our event needs to be cancelled or rescheduled by us, a full refund will be provided.

What's included in your fee:

Accommodation (simple shared accommodation in timber A-frame buildings with simple mattresses, and 4-6 people per A-frame males and females separated), workshops, activities and shared materials, transfers to and from Wild Mountains from the arranged meeting place in Running Creek, all meals and snacks (vegetarian), non-alcoholic drinks.

Not included:

Ground transport to and from the arranged meeting place in Running Creek, however, to reduce our transport emissions we do encourage carpooling and can assist with this closer to the date. Airfares. All items of a personal nature. Bedding (sheets, towels, warm blanket and pillow) however if you are unable to arrange this, it can be provided for \$30 extra). Personal or travel insurance - we strongly recommend that you take out appropriate travel insurance to cover against illness or accident, cancellation, loss of luggage, etc.

Illness:

We reserve the right to remove or quarantine participants if they show signs of illness, or pose a threat to the safety and health of other participants. We request all participants to do a covid test the morning of the Event at their own expense. We will have additional tests on site if anyone begins to feel unwell. Any costs incurred for medical assessments, diagnosis and/or medically related charges are the responsibility of the participant to pay. Travel insurance is recommended to ensure that any such occurrences are covered.

Variations to the Program:

You are required to stay for the full Event. We reserve the right to alter or omit any part of the Event program without notice. We reserve the right to cancel the Event should it not reach minimum numbers.

Copyright and Use of Songs:

You own all intellectual property rights (including copyright) in any songs you write 100% on your own at the Event.

Any song which is co-written during the Event will be considered a 'joint work', meaning that the people who were involved in co-writing the song become co-owners of the copyright in the song (including the music and/or lyrics) in equal proportions. All joint works co-written during the

Event must be registered with the relevant performing rights organisation by one of the co-writers within 30 days of the completion of the Event. This is to be organised within your co-writing group and your IPI number will need to be shared with your co-writing group for registration to be completed.

If you release, record, or develop any songs written throughout the Event, we would appreciate you letting us know.

Your image and sound may be recorded/photographed at the Event to promote future Events, for creative documentation purposes (including a songwriting podcast), and for social media and media communications by the Event organisers and our partners, and the public, in perpetuity.

Your Acknowledgements:

You acknowledge and consent to us making audio-visual recordings of your participation in the Event. You acknowledge that recordings, which may depict you, your sound and your songs, may be used by us to promote other Events and for our training purposes.

You acknowledge that we may collect information from you (for example, via a Q&A) on your songwriting experience in order to improve our services.

You are responsible for your interactions with other participants. We are not responsible for, and do not endorse, any songs or other content created during or as a result of the Event. We are not responsible for, and accept no liability in connection with, the manner in which you disclose songs, other content or your personal details to other participants, or the manner in which other group members use those songs, content or personal details. To the maximum extent permitted by law you release us from any actions, claims or proceedings against us in connection with your participation in the Event, and this provision constitutes a bar to any such actions, claims or proceedings.

Privacy

We collect, use, hold and disclose personal information in accordance with our Privacy Policy and otherwise as set out in these Terms. Please see our Privacy Policy [here](#).

We may provide your personal information to our commercial partners (for example, Stripe) and financial service providers (for example, a bank, a payment network, or other financial intermediary) to enable us to administer and provide the Service; to facilitate payments; to verify your identity; and to assist us in improving the Service.

You acknowledge that Stripe may use your personal information in accordance with the terms of its [privacy policy](#). You expressly consent to Stripe's use of your personal information.

Responsibility

We accept no responsibility for losses or expenses due to delays or changes in schedules, flight cancellations or missed connections due to mechanical problems, sickness, quarantine, weather, strikes, government actions, war, terrorism, pandemics or other circumstances

beyond its control. Participants must bear all such losses or expenses

We are not responsible for your expenses incurred in preparation for any cancelled Event, such as airline tickets, loss of work, and/or other costs associated with preparing for your trip.

All participants indemnify us against any responsibility for accident, loss, death or injury suffered during the course of the Event, including transport to and from the Event. Our general terms of service which also pertain to participation in this Event can be viewed [here](#).

Please contact us if you have any questions at enquiries@iheartsonwritingclub.com