



# Southern Highlands Art Trail Terms & Conditions

Erin Adams, EA Experience  
Version 1 Updated 2025

# 2025

Artist Credit: Jan Pooley-Hibberd

# Terms & Conditions



## ABOUT THE POP-UP PROJECT & EA EXPERIENCE:

For years, artists and creatives across the Southern Highlands have been calling for more opportunities to reach the public, share their stories and grow their practice beyond a once-a-year event. After two years of working on the Southern Highlands Arts Trail, EA Experience, in collaboration with a passionate collective of artists, founded The Pop-Up Project, a year-round platform created by artists, for artists.

Established in 2021, The Pop-Up Project was designed to give Southern Highlands artists more visibility, more opportunities to open their studios, and more ways to connect with their community. The goal: support artists to tell their story, build their brand, and most importantly, sell more art.

### Proud Presenter of the 2025 Southern Highlands Arts Trail

In 2025, The Pop-Up Project is proud to be presenting the Southern Highlands Arts Trail—continuing our mission to champion local artists, celebrate creativity, and strengthen cultural tourism in the Highlands.

Each artist is 100% responsible for their own Studio and meeting any health and safety guidelines as well as ensuring they are adequately insured. As members (and participants of the Trail) guidance and checklists are provided.

## GOALS & OBJECTIVES

01

Promote individual artists and studios, creating a new social media presence.

03

Community vibrancy & livability: Integrating Arts & Culture into our community.

02

Create discussions around supporting local artists

04

Share & Educate; working together to promote our artists and learn together.



# Terms & Conditions

## 2025 TIMETABLE & FEES:

**Applications Open: 4 June and close 22 June 2025**

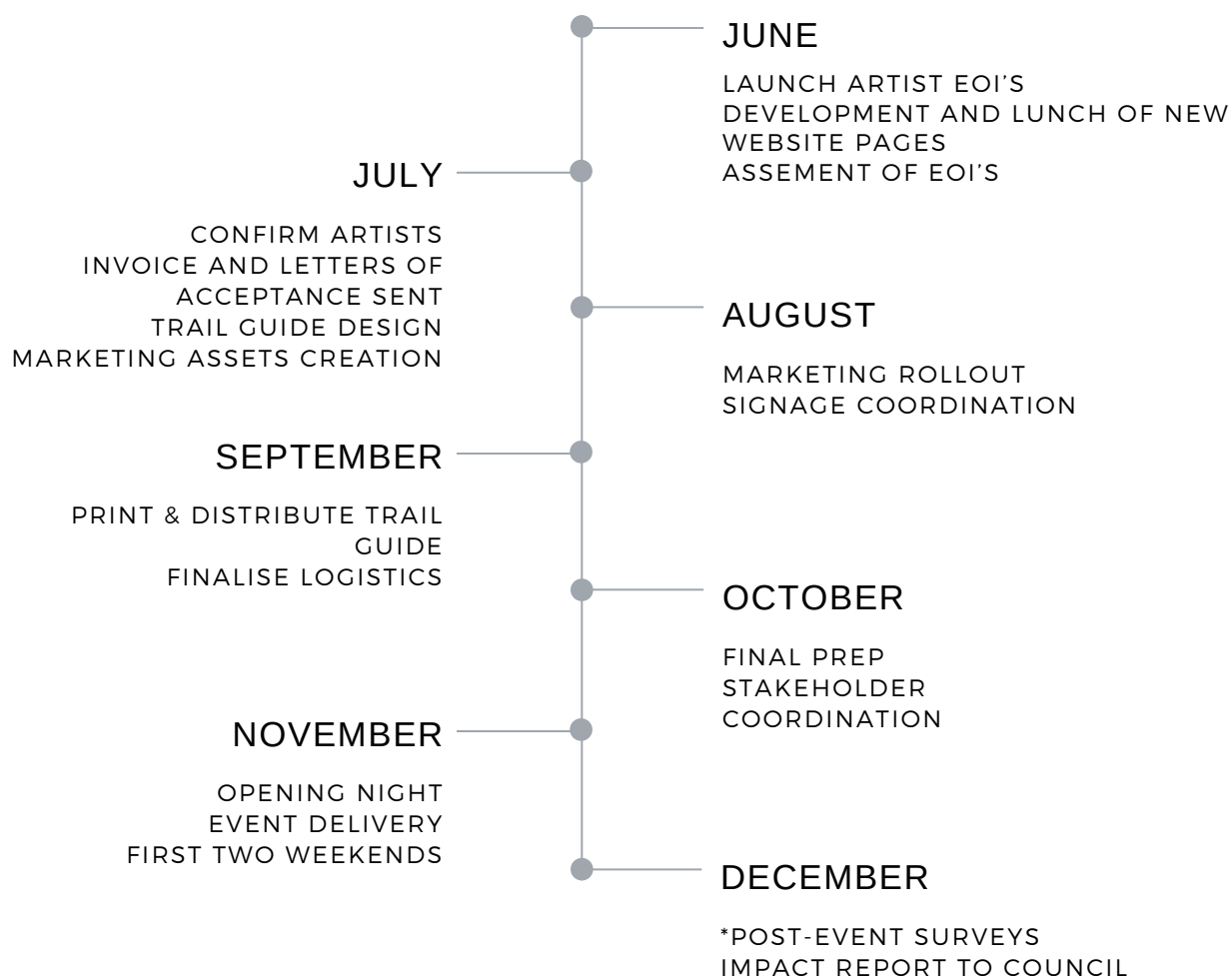
**Acceptance Letters Sent out by 2 July**

**Invoices Sent by 2 July and Due STRICTLY 8 July**

2025 Participation Fees:

- **Exhibiting Member \$195.00 plus GST.**
- **Community Arts Collective (NFP's) \$250 plus GST.**

## PROJECT TIMELINE



### **\*POST EVALUATION SURVEY**

It is a requirement that all participating artists **MUST** complete a post event evaluation form. You will be asked to provide feedback and a summary of earnings directly contributed to your participation in The Arts Trail 2025. These will be DUE: **21 NOVEMBER 2025**

## Introduction

- a) In these terms and conditions (the Terms and Conditions), "we", "our" or "us" means The Pop-Up Project / EA Experience.
- b) The Pop-Up Project is a marketing and promotion initiative for artists and creatives in the Wingecarribee Shire and as under "Visiting and Featured Artists".
- c) Participants of the Art Trail are Artists and Creatives that live in the Southern Highlands or are a member of The Pop-Up Project, they will be encouraged (or are) independent businesses/artists with their own ABN and must have their own insurance.
- d) Please read the Terms and Conditions carefully as they apply to your use of all social media under the Pop-Up, Arts Trail and EA Experience accounts. These will be referred collectively to as "online resources". By participating in the Southern Highlands Art Trail you agree to participate in these online resources. You agree to be bound by the Terms and Conditions.
- e) We may revise the Terms and Conditions from time to time by updating this posting. The revised terms will take effect when they are posted.
- f) Your use of some parts or features of the online resources may be governed by additional terms and conditions. Where this is the case you will be notified accordingly, and those additional terms and conditions:
  - (i) will apply to your use of such parts or features of the Online resources in addition to these terms and conditions; and
  - (ii) will prevail over the Terms and Conditions to the extent of any inconsistency.

## Intellectual Property Rights

- (a) You acknowledge that Art displayed in your Studio, as part of the Southern Highlands Art Trail is subject to copyright, trade mark and possibly other intellectual property rights. In these Terms and Conditions, "Content" means anything that you may see, read, hear, upload, download or access on or via the Online resources (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject-matter on the Online resources).
- (b) Unless you are expressly authorised by us, or otherwise by law, you must not do any of the following yourself, or permit or authorise any other person to otherwise infringe the intellectual property rights of any person in using the Online resources or any Content.
- (c) Nothing you do on or in relation to The Pop-Up Project or the Southern Highlands Art Trail will transfer any intellectual property rights to you or license to you any intellectual property rights unless this is expressly stated.
- (d) You agree that The Pop-Up Project / the Southern Highlands Art Trail owns the copyright and trade marks in the marketing logo, the domain name(s), the advertising tag line(s) appearing in any advertisements on the Online resources and the corporate logo. The Pop-Up Project reserves all rights in relation to The Pop-Up Project and the Southern Highlands Art Trail Trade Marks. You agree not to use any of these Trade Marks without our prior written consent. All other trademarks appearing on our Online resources are the property of their respective owners.

## **Content of the Website/Facebook/Instagram**

(a) We attempt to keep the content of The Pop-Up-Project and the Southern Highlands Art Trail online resources up to date. However, we do not warrant the accuracy or currency of the content.

(b) You acknowledge that the content on The Pop-Up Project and the Southern Highlands Art Trail online resources is subject to change at any time.

(c) Some of the content on The Pop-Up Projects and the Southern Highlands Art Trail online resources, including articles, sponsorships and promotions, constitutes paid advertising (Sponsored Content). This means that The Pop-Up Project and The Southern Highlands Art Trail online resources may have received a payment or other benefit in return for publishing or disseminating the Sponsored Content on any online resources associated to The Pop-Up Project and affiliate resources. Aspiration Images does not verify, endorse or otherwise approve Sponsored Content.

(d) The views which are expressed by members of the public who have uploaded content to The Pop-Up Projects and The Southern Highlands Art Trail online resources are not our views and we accept no liability in respect of any content posted on the online resources by third parties, nor are we responsible for its content or accuracy. Any reliance you place on content posted on the online resources is at your own risk.

(e) If you consider any content that has been posted to the any of the online resources is offensive, unsuitable or has in some other way breached these Terms and Conditions, please email us at [erin@eaexperience.com.au](mailto:erin@eaexperience.com.au) with a link to the relevant content and your reasons for objecting to it. We will consider your objection and determine whether the content should be removed at our sole discretion.

## **Your Use of the Online resources**

(a) You must not:

- disrupt or interfere with the online resources or servers or other software, hardware or equipment connected to or via the online resources;
- reproduce any content from our online resources (as your own) without our express written permission, which we may withhold or grant (on terms acceptable to us), in our absolute discretion;
- violate any applicable law relating to your use of the online resources; or
- use or disseminate personal data or private information about other users of the online resources.

(b) In these Terms and Conditions, Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:

- (i) any law, rule or regulation of any country (or political sub-division of a country);
- (ii) any obligation under any licence in any country (or political sub-division of a country); &
- (iii) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

## Posting to the Online resources

(a) You agree that you will not misuse any downloadable content included on the online resources, including but not limited to, reproducing, adapting, communicating the content to the public, including the content on another website or making misleading or false representations about the content, unless expressly authorised by Aspiration Images.

(b) You may submit or post content to the online resources. For content you submit for posting to the online resources (in whatever format):

- you absolutely and unconditionally assign (and agree to use your best endeavours to procure any relevant third parties to absolutely and unconditionally assign) to us all right, title and interest in all intellectual property rights in any content you submit to the online resources;
- you agree that whether and in what form the content is published on the online resources is at EA Experience's sole discretion;
- you give unconditional consent for the content to be altered, edited or adapted as The Pop-Up Project or a sub-licensee thinks fit, including in a way that would otherwise be a breach of your moral rights. This consent extends to licensees and successors in title, and to all persons who are authorised by the owner or prospective owner, or by such a licensee or successor in title, to do acts comprised in the copyright;
- you agree that you do not require, nor does anyone else require, attribution for the content;
- you acknowledge that you may be held legally responsible for the content you submit. You acknowledge that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of content.

(c) For content you submit for posting to the Online resources (in any format) you agree not to:

- upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, pornographic, defamatory, vulgar, obscene, related to gambling, libellous, invasive of another's privacy, hateful, or radically, ethnically or otherwise objectionable, including but not limited to;
- Content that depicts or alludes to or promotes offensive or illegal behaviour;
- Content that exploits people in a sexual or violent manner;
- Content that harasses or advocates harassment of others;
- Content that promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Content that contains nudity, violence, or contains a link to an adult website;
- Content that provides any telephone numbers, street addresses, last names, personal banking or financial information, URLs or email addresses;
- Content that promotes information that the user knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy or creating computer viruses; or

## Posting to the Online resources, continued

- Content that includes a photograph/image of another person or another person's property that has been submitted without that person's consent (or where that person is under the age of majority under an Applicable Law, the consent of their parent or legal guardian);
  - impersonate any person/entity, or falsely misrepresent your affiliation with a person/ entity;
  - upload, post, transmit or otherwise make available any Content that you do not have the right to make available under any Applicable Law or under any contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as a part of employment relationships);
  - upload, post, transmit or otherwise make available any Content that infringes any patent, trade mark, confidential information, copyright or other proprietary rights of any party;
  - upload, post, transmit or otherwise make available any unsolicited or unauthorised advertising and promotional materials; or
  - upload, post, transmit or otherwise make available any material that contains software viruses or any malicious code;
- (d) By posting Content to any of the online resources you warrant that:
- you have the rightful power and authority to provide the Content in the form and manner and name in which it is submitted;
  - you own the Content and have the right to assign copyright ownership and other Intellectual Property Rights in the Content to us;
  - the Content does not violate the privacy rights, copyright, contract rights or other rights (including but not limited to intellectual property rights) of any person, corporation/entity;
  - the Content does not contain material that is illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
  - if the Content in any way includes third parties or the property of third parties, that you have obtained the required consents and releases from those third parties (or their parents or legal guardians, as applicable) to include them in your Content;
  - your Content does not contain any representations or material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
  - your Content does not contain material that has been previously broadcast, streamed, published or televised in any way;
  - you will not post Content or use the Online resources for the purpose of advertising, promoting or soliciting any goods or services or otherwise engage in trade or commerce;
  - during the course of creating your Content your conduct was not illegal, contrary to any Applicable Law, indecent, obscene, threatening, discriminatory or harassing to any person;
  - you agree to your Content being available on the Online resources for public viewing and comment and that your Content may be used by Aspiration Images or its sub-licensees in any media for an unlimited period of time without remuneration or compensation for any purpose in our sole discretion.

## **Monitoring of Content**

a) You acknowledge that EA Experience may or may not pre-screen Content and that there is no obligation on EA Experience to pre-screen Content, and that EA Experience shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse or remove any Content provided by you.

b) Without limiting paragraph (a), you agree that EA Experience may edit, remove or not publish any Content if it considers that:

- the Content is unlawful in any way, including because it is defamatory or breaches laws about unlawful discrimination, racial vilification, privacy or contempt;
- the Content is false or misleading;
- publication of the Content will infringe intellectual property rights (including copyright) or a person's moral rights;
- the Content is abusive, offensive or obscene; or
- the Content is otherwise in breach of these Terms and Conditions.

c) Although we may from time to time monitor or review Content, discussions, chats, postings or other contributions to the Online resources, we are under no obligation to do so and we assume no responsibility or liability arising from the contents of any such communications nor for any error, defamation, libel, obscenity, profanity or inaccuracy contained in any such communication.

## **Indemnity**

You agree to indemnify and hold EA Experience and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim against us arising out of Content you submit, post, transmit or otherwise make available through any of the Online resources, your use of the Online resources, your connection to the Online resources, your breach of these Terms and Conditions, or your violation of any rights of another, including all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such a claim.

### **The Artist warrants that:**

- a. The Artwork is an original work;
- b. The Artist is the sole proprietor of the Artwork;
- c. The Artwork does not infringe any existing copyright.

The Artist will indemnify The Pop-Up Project and EA Experience against loss, injury or damage (including any related legal costs or expenses properly incurred) occasioned to The Pop-Up Project an EA Experience in consequence of any breach by the Artist (unknown to The Pop-Up Project an EA Experience).



## Registration

(a) In order to be able to provide us with Content or download Content pursuant to these Terms and Conditions you must become a registered member or apply to the Southern Highlands Art Trail 2025. **The application fee is non-transferable and non-refundable.** You agree to provide true, accurate and complete information about yourself as prompted by the registration form. You are expected to contribute and interact when possible on all social platforms.

(b) We reserve the right to decline applications to terminate your inclusion at any time at our sole discretion. We will not accept any request to apply for The Southern Highlands Art Trail if we suspect it is being made by or on behalf of a user who has been suspended from participating in the event or the use of any of the online resources for breach of these Terms and Conditions or has been suspended as a user/user of another website for vexatious, illegal or inappropriate comments/contributions.

(c) You are responsible for maintaining the strict confidentiality of your social media account/s login name and password of your social media accounts, and you are responsible for any activity under your account and password. You agree to:

- immediately notify us of any unauthorised use of your password or account or any other breach of security; and
- ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account and notify us when you desire to cancel your membership.

(d) We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

## Privacy Policy

Registration information and other information about you is subject to our Privacy Management Plan. You understand that through your use of the Online resources you consent to the collection and use (as set forth in our Privacy Management Plan) of this information. Information regarding privacy of information. The Privacy and Personal Information Protection Act 1998 ("PPIPA") provides for the protection of personal information and for the protection of the privacy of individuals. The Pop-Up Project is required to manage personal information in accordance with the Act. Personal information held by EA Experience may only be used and disclosed in accordance with Act and other legal requirements.

## Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk, however once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **Use of the Online resources Is at Your Own Risk - Disclaimer of Liability**

- (a) Your use of the Online resources is at your own risk. You must not rely on any statement published on or linked to the Online resources without first making your own enquiries to verify.
- (b) We exclude all warranties and liability to the fullest extent permissible under any Applicable Law. If a jurisdiction does not allow the exclusion of implied warranties or liability but does allow limitation to a certain maximum extent, then we limit our warranties & liability to that extent.
- (c) To the extent permitted by law, all information on or linked to on the Online resources is provided "as is" and "as available" without any warranty or representation regarding condition, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, safety, quality, freedom from defects or non-infringement.
- (d) To the extent permitted by law, we do not accept any responsibility or liability for:
- any statement in the material on or linked to the Online resources; or
  - any direct, indirect, incidental or consequential loss related to or arising from your doing, or not doing, anything as a result of using (or being unable to use) the Online resources and its Content. This includes any claims, losses, costs, expenses or damages of any kind whatsoever (including legal fees) incurred by you or by any third party, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.
  - All participants of The Southern Highlands Art Trail are independent businesses and are responsible for their own public liability insurance and adhering to any safety / WHS requirements. To the extent we cannot exclude all liability, our aggregate liability to you arising in relation to your use of the Online resources or the Content (whether arising from breach of these Terms, in negligence or any other common law or statutory cause of action) is limited to the following, the choice of which is at our sole discretion:
    - In the case of goods any one or more of the following:
      - the replacement of the goods or the supply of equivalent goods;
      - the repair of the goods;
      - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
      - the payment of the cost of having the goods repaired; or
  - in the case of services:
    - the supply of the services again; or
    - the payment of the cost of having the services supplied again.

## **General Provisions**

If any part of the Terms and Conditions is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect. The Terms and Conditions, and the use of the Online resources and any contents thereof, are in all respects governed by and according to the laws of the State of New South Wales, Australia. By using the Online resources, you irrevocably agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia, for the resolution of any dispute of any kind whatsoever, including without limitation any dispute arising out of the interpretation or application of the Terms and Conditions, or your use of the Online resources or any material contained therein, or accessed thereby.

## **COPYRIGHT RELEASE FORM FOR WRITTEN WORK, IMAGES, ARTWORK**

I hereby grant to THE POP-UP PROJECT/EAEXPERIENCE permission to use all images submitted as part of my application of the Southern Highlands Arts Trail. I understand I am giving permission for my images to be used to promote Arts and Culture in the region. I certify that no other individual or parties hold copyright interest in any of the work(s) submitted, that I hold all rights to said works, and that the license granted herein does not violate any third-party rights or applicable laws. I hereby certify and covenant that I am of legal age (a parent or legal guardian must sign for a minor), or if applicable, that I am authorised to sign.

1. Artwork must be original
2. Artwork must be done by local artists
3. Artwork must be hung professionally, be well lit and include neat labels
4. Avoid crowding the artwork

### **Signage, Arrows and Flags**

All signs will be provided as part of your application fee, signs and forks will be available and allocated per studio, the "owner" artist will be responsible for picking them up on the allocated day and time (and returning them).

Each artist is expected to help promote The Southern Highlands Art Trail by placing allocated posters / maps and postcards in the community (more available upon request).

Guidelines for Positioning:

1. Flags (if being used) should be placed one each side of main entrance from road
2. Signs can be placed only as follows:
  - 1 x A1 Signs at the front of the property/studio and as many as available leading the way to your studio.
  - Directional A3 signs may be placed at the nearest cross street/s and the main roads

Signs should not be attached to power poles or trees with nails or screws or in a way that would cause damage in roundabouts in such a way as to cause a driver distraction or obstruct the view of traffic. Directional Signs can be put on the included a stake/prong in the ground

Signage can be put up the Friday night before any event and taken down Monday after the end of the event, as per temporary signage guidelines.

### **Insurance**

Each artist is 100% responsible for their own Studio and meeting any health and safety guidelines as well as ensuring they are adequately insured. A condition of participating and opening your studio to the public as part of The Southern Highlands Art Trail is that you must provide a Certificate of Currency of your Insurance to the organiser. It is a condition of participation to be suitably insured. Each artist must submit a copy of insurance BEFORE any open Studio takes place. Insurance OR a current "Certificate of Currency" must be:

- a. a "Certificate of Currency"
- b. has at least a \$20 million public liability cover and;
- c. it is your responsibility to ensure your insurance is in date and covers you for any period you open your doors to the public.

## **Art Sales**

- The Pop-Up Project or EA Experience takes **no** commission on any sales as part of TheArt Trail weekends.
- Gallery Exhibition hire fees will remain solely with the artist and the owner of that space.
- The artist is responsible for handling all sales and The Pop-Up Project or EA Experience takes no responsibility for managing any part of the process and all risk in the work remains with the artist until possession is taken by the buyer.

## **EA Experience will:**

- Create and run The Southern Highlands Art Trail 2025 marketing campaign.
- Promote artists and events/workshops throughout the trail and in the lead-up to the event through online resources.
- Prepare and distribute media releases to promote the event.
- Attend studios during the event.
- Organise opening night.
- Provide support for artists through online resources and networking event.
- Seek sponsorship to help with running costs, and advertising.
- Design all collateral and provide templates for what you need, in relation to the Trail.
- Prepare an event report to all participants and WSC.

## **Artists/Exhibitors are responsible for:**

- Preparing artwork, professionally hanging all displayed items.
- Sign and title all works.
- Provide appropriate insurance (Certificate of Currency, as per Terms and Conditions).
- Encouraged to organise one event during the Trail to promote your studio.
- Promote your studio and The Southern Highlands Art Trail.
- Picking up and returning all signage
- Promote and delivering maps and posters
- Completing end of year and event evaluations and feedback forms.

## **What your fee covers:**

- Development and maintenance of all online resources, development of posters, invites, development of map, printing costs.
- Curatorial process
- Invitation artwork
- Marketing and media including E-mail newsletter circulation
- Strong social media collaboration
- Access to organised training and networking events

# Marketing Add-On's

## Marketing Add-On Packages – Optional Extras

All registered artists will be featured at least once in the official Arts Trail campaign. For those seeking additional exposure, we offer two optional marketing packages designed to boost your visibility and audience reach.

### Standard Add-On – \$165 + GST

Boost your visibility with:

- A sponsored post on the Arts Trail and Pop-Up Project social accounts using your content
- An extra social media post showcasing your work
- A feature on the Arts Trail (Pop-Up) website (with a shortened version on our socials)
- A custom-designed DL flyer tailored to your exhibition (PDF)

### Premium Add-On – \$265 + GST

**ONLY 10 Available**

Includes everything in the Standard Add-On, plus:

- A short video interview or artist feature, professionally edited and provided to you
- A full-page feature in the new Arts Trail Online Magazine
- A radio interview feature on Highland FM

### DL Flyer Printing & Delivery Costs (Optional – add to either package)

Have your flyers delivered straight to your door, ready to promote your exhibition:

- 250 flyers – \$165
- 500 flyers – \$205
- 1000 flyers – \$235
- 1500 flyers – \$265
- 2000 flyers – \$290

**NOTE: Pop-Up members receive a 10% discount on all above services**

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