**Terms and Conditions**

Please review this Terms and Conditions on this page and then follow instructions on how to participate in the Universal Artists Festival.

You must be at least 13 years of age to participate in the Universal Artists Festival. If the applicant is between the ages of 13 and 18, applicant’s parent or guardian has to agree to this Terms and Conditions and our Privacy Policy and authorize his/her child who is between the age of 13 and 18 to participate in the Universal Artists Festival.

Please read the Privacy Policy, which is hereby incorporated by reference. The Privacy Policy discusses and governs our collection and use of any information that is submitted to, or collected by Universal Artists Festival. You understand that through your use of this website and participation in the Universal Artists Festival, you consent to the collection and use (as set forth in the Privacy Policy) of registration data and certain other information about you, including the transfer of this information through and to the United States and/or other countries for storage, processing and use by Universal Artists Festival.

Universal Artists Festival may revise this Terms and Conditions at any time without notice by updating this posting.

The material provided on this website is protected by law, including, but not limited to, United States copyright law and international treaties. If you have any questions regarding this Terms and Conditions, or any agreement or document herein incorporated, please contact info@uafestival.org.

**By payment of any sum to Universal Artists Festival, you are acknowledging your agreement to the compliance of this Terms and Conditions and processing of your information as described under Privacy Policy clause.**

1. **Fee**

Please note that all fees are **non-refundable** and are quoted in USD. Universal Artists Festival does not account or have any liability for any participants' bank fees and charges that may be levied as a result of currency conversion, foreign exchange transaction, or non-sufficient funds (NSF) transaction. If a check bounces due to account closed, stop payment, fraudulent, or NSF status you will be required to pay the full-face amount plus $35.00 penalty fee, in addition to any charges imposed by the participating bank or institution.

1. **Publicity**
2. By submitting an registration form, each applicant, parent or legal guardian (if such applicant is a minor) authorizes the use of applicant’s name, photo, audio and/or video recording for the publicity and advertisement purposes by the Universal Artists Festival.
3. Applicants must upload one or more video files of their musical performance(s) (“Submission”). By making your Submission, you hereby grant to Universal Artists Festival non-exclusive worldwide, royalty-free, perpetual and irrevocable license without further payment, to use, edit, copy, transmit, display, exploit, manipulate, distribute, reproduce, make, sell or offer to sell, exercise all copyright, trademark, publicity and other proprietary rights to your Submission, including the grant to Universal Artists Festival of permission to publicly display the Submission on its website, on YouTube, or on any other media platform, as discussed in this Terms and Conditions.
4. By making your Submission, you represent and warrant that you possess all necessary rights to the Submission that you provide to Universal Artists Festival.
5. **Indemnification**

You will indemnify, defend, and hold Universal Artists Festival harmless from and against any losses (including reasonable attorneys’ fees) associated with any third-party action (a) arising out of your breach of any representation, warranty, or provision addressed in this Terms and Conditions; or (b) asserting or arising out of any claim that your Submission infringes or violates any law, regulation, or third-party right, including any intellectual property right.

1. **Limitation on Liability**

Universal Artists Festival assumes no responsibility for any error, omission, interruption, deletion, defect, delay, theft or destruction or unauthorized access to, or alteration of Submissions and other materials transmitted to Universal Artists Festival. Universal Artists Festival is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer or Internet systems, servers, or providers, computer equipment, software, failure of any e-mail or Submission to be received by Universal Artists Festival on account of technical problems, human error, traffic congestion on the Internet, or any combination thereof.

Universal Artists Festival is not responsible for any incorrect or inaccurate capture of information or the failure to capture such information, whether caused by the actions of third parties or by any of the equipment or programming and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Universal Artists Festival website. Universal Artists Festival is not responsible for injury or damage to any person’s computer arising from or relating to participation in the event or viewing or downloading materials from the Universal Artists Festival website.

IN NO EVENT WILL UNIVERSAL ARTISTS FESTIVAL OR ITS AFFILIATES OR RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN THIS EVENT, ACCESS TO AND USE OF THE UNIVERSAL ARTISTS FESTIVAL WEBSITE, THE ACCEPTD WEBSITE, OR YOUR PARTICIPATION IN THE EVENT. UNIVERSAL ARTISTS FESTIVAL MAKES NO WARRANTIES WITH RESPECT TO THE CONTENT OR FUNCTIONALITY OF THE ACCEPTD WEBSITE, AND YOU AGREE TO HOLD UNIVERSAL ARTISTS FESTIVAL HARMLESS FROM ANY LIABILITY ARISING THEREFROM.

1. **Dispute Resolution**

Universal Artists Festival’s decisions on all matters relating to this event are final and binding in all respects. This Terms and Conditions, transactions occurring under them, and the relationships created by them, will be construed and interpreted in accordance with the laws of the New York without regard to its conflict of laws principles. You agree that any and all disputes that cannot be resolved between you and Universal Artists Festival will be resolved individually, without resort to any form of class action, exclusively by a state or federal court located in New York. You and Universal Artists Festival agree to submit to the personal jurisdiction of the courts located within Queen County, New York for the purpose of litigating all such claims or disputes. All parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing party in any action will be entitled to recover its costs and attorneys’ fees.

1. **Privacy Policy**

Participation in Universal Artists Festival requires you to share both yours and/or your child’s personal information a, including names, pictures, addresses, emails, payment/tax related data and banking data.

1. You agree to (i) provide true, accurate, current and complete transactional information and any information about you and (ii) maintain and promptly update such information to keep it true, accurate, current and complete.
2. Universal Artists Festival will use personal information collected for the purpose of proactive communication and conducting of Universal Artists Festival event you apply for.
3. Third parties may be used to keep and update this information in the United States or in other countries whose privacy laws may not be the same as those in the country where you live. Universal Artists Festival will require those third parties to store your information securely and not use it for any reasons other than what is described on this form.
4. Universal Artists Festival employees, some of whom may be in the United States and other countries will be able to access your information if their work reasonably requires access to fulfill the purposes for Universal Artists Festival.
5. Universal Artists Festival will review your information to ensure it is meets domestic and U.S. laws that are applicable to Universal Artists Festival.
6. If potential legal or compliance concerns are identified, information that you provide may be shared with Universal Artists Festival’s external legal advisors and/or domestic and foreign legal and regulatory authorities.
7. Documents related to your interaction with Universal Artists Festival may be reviewed by Universal Artists Festival’s internal corporate audit department or its external auditors.
8. Universal Artists Festival will share your information to respond to information requests of governmental authorities or where required by law.

At all times, you have the right to access your data and to amend or delete your personal information or to withdraw consent for collection and processing of your personal information. Should you wish to access or amend or delete your personal information Universal Artists Festival has on file, please contact Universal Artists Festival at info@uafestival.org.

1. **Entire Agreement**

This Terms and Conditions set forth the entire understanding between you and Universal Artists Festival and may not be modified except in a writing signed by an authorized representative of Universal Artists Festival.

You acknowledge that you have read, understood and agreed to be bound by this Terms and Conditions, and to comply with all applicable laws and regulations.