

## [gigpig.uk](https://gigpig.uk) - TERMS FOR ARTISTS

### BY USING OUR SITE AS AN ARTIST YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. These Terms for Artists apply to you if you use the Site as an Artist. They form part of and are incorporated into our Terms and Conditions (as defined below) and form part of the Agreement between you and us. By using the Site and/or the Services site you accept these Terms and you agree to comply with them. If you do not agree to these Terms you must not use the Site as an Artist.
2. In these Terms for Artists, words or phrases that are capitalised have the same meanings will have the same meanings as they have in the Terms for all Users. The following terms, not set out in the Terms for all Users, shall have the following meanings:
  - 2.1 “**Artist Profile Details**” means those details you will upload and provide to the Site in order to populate your Artist Profile as set out in Clause 8.2;
  - 2.2 “**Corporate Entity**” means a limited company or incorporated company that an individual Artist uses in order to enter into an Agreement with us and to post, upload and share Artist Content;
  - 2.3 “**Person with Majority Control**” means that individual who controls a Corporate Entity. We define a Person with Majority Control as any individual who meets one or both of the following conditions:
    - (a) the individual holds, directly or indirectly, more than 50% of the shares in the Corporate Entity;
    - (b) the individual holds, directly or indirectly, more than 50% of the voting rights in the Corporate Entity.
3. **Other Terms that may apply to you:** the following other Terms may apply to you and your use of the Site and/or the Services:
  - 3.1 Terms for all Users [https://gigpig.uk/legal/gigpig\\_terms\\_all\\_users.pdf](https://gigpig.uk/legal/gigpig_terms_all_users.pdf);
  - 3.2 Terms for Venues [https://gigpig.uk/legal/gigpig\\_terms\\_venues.pdf](https://gigpig.uk/legal/gigpig_terms_venues.pdf);
  - 3.3 Acceptable Use Policy [https://gigpig.uk/legal/gigpig\\_acceptable\\_use.pdf](https://gigpig.uk/legal/gigpig_acceptable_use.pdf);
  - 3.4 Privacy Policy [https://gigpig.uk/legal/gigpig\\_privacy\\_cookie\\_policy.pdf](https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf); and
  - 3.5 Cookie Policy [https://gigpig.uk/legal/gigpig\\_privacy\\_cookie\\_policy.pdf](https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf).the above being, collectively with these Terms for Artists, our “**Terms and Conditions**”.
4. In addition, you may also be subject to a “**Gig Agreement**” and/or a “**Venue Terms and Conditions**”, which means the terms of agreement between an Artist and a Venue which govern any transactions between them. The Gig Agreement and/or Venue Terms and Conditions are not between you and us but between you and a Venue and so does not form part of our Terms and Conditions or the Agreement between you and us.

5. **Your warranties to us:** you warrant (that is, legally promise) that:

- 5.1 you are either at least eighteen (18) years old, or if you are sixteen (16) years or older you have your parent or guardian's consent to the terms of this Agreement, or if you are required by the laws of the country where you live to be older than eighteen (18) years old in order to enter into a legally binding agreement then you are the minimum age required by those laws to register. You warrant to us that if you are at least sixteen (16) years of age, but under eighteen (18) years of age, you have presented this Agreement to your parent or legal guardian, and he or she has clicked "AGREE" or "SIGN UP," as may be applicable, to enter into this Agreement on your behalf. We will require you to confirm your age, and you (and/or your parent or guardian) acknowledge and agree that if you are under eighteen (18) it is your parent or guardian that is entering into the Agreement on your behalf. You must not use the Site or register if you are under sixteen (16) years of age.
- 5.2 you are able to agree to these Terms for Artists or otherwise enter into the Agreement with us and you are not prevented from doing so by any laws that apply to you (including in the country from which you may be accessing and using the Site).

6. **Your Account, Artist Profile and Content:**

- 6.1 You may register multiple Artist profiles under one Account but it is your responsibility to ensure that the Artist Profile Details you provide for each such Artist Profile are accurate, up-to-date and fully in compliance with the Terms and Conditions.
- 6.2 In registering your Account with the Site, providing your Artist Profile Details and otherwise in creating, posting, uploading and sharing Content using the Site you agree and warrant (that is, legally promise) the following:
- (a) Your Artist Profile Details are honest, accurate, up-to-date and relate only to you;
  - (b) you will comply with and abide by all our Terms and Conditions including (but not limited to) our Acceptable Use Policy;
  - (c) you either own, or you have the permission in writing of the owner to use, or you have valid licences for all your Artist Profile Details and Content and all copyrights, intellectual property rights, moral rights, personal rights and all other proprietary rights contained in or relating to your Artist Profile Details and Content in and to your Content, so that you can create, post, upload and share the same using the Site without infringing any rights of any other person or entity;
  - (d) your Artist Profile Details and Content is not confidential, and you allow Venues to access and view it via the Site for the purposes of possibly securing Gigs via the Site;
  - (e) your Artist Profile Details and Content complies with all applicable laws, regulations and codes of practice and any description you provide and/or claims you make relating to you;
  - (f) you agree that you will be liable to us and indemnify us and our Affiliates for any damages or losses we or our Affiliates suffer from any

breach by you of the warranties above, or any other breach by you of our Terms and Conditions.

6.3 We are not responsible for and do not control, edit, moderate, review, support or endorse any part of your Artist Profile Details and/or Content. We do not have any obligation to monitor any Artist Profile Details and/or Content.

7. **Charges:**

7.1 We do not charge Artists to use the Site.

8. **Setting up your Artist Profile:**

8.1 In order to make Artist Profile available to Venues, you must first register with the Site and create your Artist Account. The registration and account creation process is set out in and governed by our Terms for all Users, which you can find here [[https://gigpig.uk/legal/gigpig\\_terms\\_all\\_users.pdf](https://gigpig.uk/legal/gigpig_terms_all_users.pdf)].

8.2 In order to set up your Artist Profile we will also need you to provide:

- (a) Artist/Band name;
- (b) mobile telephone number;
- (c) email address (if different to that used for registering your Artist Account);
- (d) home Address;
- (e) billing address if different from home address;
- (f) distance willing to travel to perform an address;
- (g) VAT number (if applicable);
- (h) bank details;
- (i) biography(ies);
- (j) list of styles or genres of music you perform;
- (k) such other Content as you would like to post on your Artist Profile; and/or
- (l) such other information as we may reasonably require, including so that we can verify your age and identity: we will write to you (using the email address you provided as part of registering with the Site) setting out what further information we may require;

(“**Artist Profile Details**”).

8.3 It is your responsibility alone to keep safe your Artist Account details. If you forget either your email address and/or password you can reset these by following the relevant instructions on the log-in page but you will need to know either your email address (if you forget your password) or your password (if you forget your email address). In addition, if you have forgotten your email address we may require you to provide further evidence or information to verify your identity.

- 8.4 It is your responsibility alone to ensure your Artist Profile Details are accurate, up-to-date and correct. You may amend your Artist Profile Details at any time on your Artist Profile page.
9. **Please note the following clause does NOT apply if an Artist uses a Corporate Entity (see Clause 11 below):** each Artist owns their own Artist Account to which they must have access all the time. Our Agreement will only be with each Artist personally and not with any other person, entity, manager and/or agency that may represent or assist that Artist. If an Artist does engage such a person, entity, manager or agent it does not affect the Artist's personal responsibility and liability to us and nor will we be in any way responsible or liable whatsoever to any other person, entity, manager and/or agency that may represent or assist that Artist. Each Artist will be legally responsible for ensuring that all Content posted and all use of that Artist's Account, and/or all Artist Profile Details and Artist Profile, complies with our Terms and Conditions and our Agreement with you.
10. **Artists who use Corporate Entities:** if you have, or set up, a Corporate Entity and wish to use that Corporate Entity to enter into your Agreement with us, then the following terms will apply:
- 10.1 we may require you to provide evidence you are the Person with Majority;
- 10.2 you (or your Corporate Entity) are solely responsible and liable for complying with all laws, including without limitation all applicable tax laws and regulations, in respect of that Corporate Entity and you (and/or your Corporate Entity) will indemnify us and/or our Affiliates from any claim made against us (including, but without limitation, any claim made by a tax authority) arising from your or your Corporate Entity's failure to comply with or breach of any such laws and regulations.
11. **Agreements with Venues:**
- 11.1 All your interactions, transactions and/or purchases with Venues are contracts between you and the Venue directly on the terms of the Gig Agreement and/or Venue Terms and Conditions. Whilst we do facilitate such interactions and/or transactions through the Site, we are not a party to any Gig Agreement and/or Venue Terms and Conditions (or any other agreement or arrangement between an Artist and a Venue).
- 11.2 **We are not responsible for, and (to the fullest extent permissible under law) we disclaim any and all liability, howsoever arising, an Artist or a Venue may incur or suffer from such interactions and/or transactions made under or further to a Gig Agreement and/or Venue Terms and Conditions.**
12. **Content which includes any person other than you:**
- 12.1 You may only upload Content which includes any person other than you (and that would include Content which includes, without limitation, the name, image and/or contribution of that other person, and/or any other material from which that person may be identified) if:
- (a) that other person is also an Artist on the Site;
  - (b) you have obtained the prior written and express consent from that other person to post such Content on the Site

- (c) you tag the Site account of that other person;
- (d) you have obtained any and all consents, permissions and licences (and/or paid any applicable fees that are required to be paid) to allow you post such Content (or that person's contribution to that Content), it being your sole responsibility to do so.

12.2 We may require you to provide evidence that you have complied with any or all of the terms of this Clause 10. If you do not or are unable to do so then we may (without prejudice to any other rights that we may have under these terms and Conditions or at law generally), after providing you with an explanation for our decision and giving you an opportunity to clarify the relevant facts and circumstances, remove, take-down and/or delete such Artist Profile Details, Content, and/or terminate your User Account (each a "**Restriction**"). If we intend to terminate your User Account, we will provide you, at least thirty (30) days prior to the termination taking effect, with an explanation for that decision (unless otherwise not permitted by applicable law or you have otherwise repeatedly infringed these Terms for Artists, in which case we shall explain our reasons for doing so).

12.3 If, following any clarification by you of the relevant facts and circumstances in relation to a Restriction, we decide to revoke the Restriction, we shall do so without undue delay.

12.4 You hereby release us and waive (that is to say, you agree not to make) any claims you may have against us arising from such Content and/or if you appear in another Artist's Content.

### 13. **Data:**

13.1 Once you have set up your Artist Account and Artist Profile, started to use the Site and/or the Services and published Artist Profile Details and Content, you will be able to access certain information relating to Venues. This information may change from time to time, and may include the following categories of information (in aggregated and/or anonymised format, and which do not therefore constitute personal data):

- (a) In relation to your Artist Profile, Artist Profile Details and Content:
  - (i) the number of views, and the percentage of all Users that have viewed your Artist Profile, Artist Profile Details and Content;
  - (ii) the average viewing time of your Artist Profile, Artist Profile Details and Content; and
  - (iii) the total number of shares of your Artist Profile, Artist Profile Details and Content.

13.2 For further information concerning how personal data is processed in relation to the Site and/or the Services, please refer to our Privacy Policy at [https://gigpig.uk/legal/gigpig\\_privacy\\_cookie\\_policy.pdf](https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf).

### 14. **Tax and VAT:**

14.1 All Artists should seek professional advice on all tax and VAT aspects of performing Gigs and entering into Gig Agreements.

14.2 By using the Site you agree and warrant (this is, legally promise) that you will abide by and comply with all applicable tax laws that might relate to your use of the Site and any earnings you make from Gigs and make all reports and file all returns as are required by that tax authority in respect of such earnings.

14.3 We are unaware and have no knowledge of your earnings or income as an Artist, whether obtained via the Site, from Gigs or from any other sources. You are solely responsible and liable for all your own tax and VAT arrangements arising from your use of the Site and/or your earnings or income as an Artist and paying all taxes as you are required to do by any applicable tax authority and/or laws in the country of your residence. You hereby agree to indemnify us and our Affiliates in respect of any liability we incur or claim made against us by any tax authority arising from or in relation to your earnings or income as an Artist and/or your failure to comply with those tax authorities' requirements and/or tax laws.

## 15. **Changes:**

15.1 These Terms for Artists may be updated from time to time. In such cases, we will provide fifteen (15) days' prior notice of any proposed changes [by email] (the "**Notice Period**") (using the email address you provided us with when registering for the Site), unless:

- (a) you reasonably require a longer notice period in order to make technical or commercial adaptations to comply with the changes; or
- (b) we are subject to a legal or regulatory obligation which requires us to change these Terms for Artists in a manner which does not allow us to respect the Notice Period (and if are permitted by law to notify of you such reasons, we will do so); or
- (c) we must change these Terms for Artists to address an unforeseen and imminent danger related to defending Site and/or the Services, or our Artists or Venues, from fraud, malware, spam, data breaches or other cybersecurity risks (and if are permitted by law to notify of you such reasons, we will do so).

15.2 Following notification of any proposed changes, if you are not happy with the changes, you may terminate your Artist Account and your Agreement with us in accordance with our Terms for all Users (which you can find here: [https://gigpig.uk/legal/gigpig\\_terms\\_all\\_users.pdf](https://gigpig.uk/legal/gigpig_terms_all_users.pdf)).

15.3 We will not impose retroactive changes to these Terms for Artists, except when they are required to respect a legal or regulatory obligation or when the retroactive changes are beneficial to you (and if are permitted by law to notify of you such reasons, we will do so).