

New Year's Eve 2022 – “SYDNEY HARBOUR LIGHTS”

Terms & Conditions

1. General

1. The New Year's Eve 2022 “Sydney Harbour Lights” parade is to be held on the 31st December 2022 (the Activation)

2. Managed Area and Procession Course

1. The required procession course and designated holding positions for all vessels will be sent to participants (see clause 4) via email to the nominated contact
2. The appointed event organiser Banks Events in consultation with the Commercial Vessel Association (CVA) reserves the right to alter any vessel's access to the Lit Parade Vessels Restricted Area and the Parade Course at any time, and at its absolute discretion.

3. Registration

1. To request participation in the Activation, the individual who is to be the responsible vessel operator during the Activation must register and accept these Terms & Conditions by completing and submitting the registration form. The operator will need to specify the vessel to be entered in the Activation (“Participating Vessel”).
2. The operator acknowledges that registration does not guarantee acceptance as a participating vessel. Operators will be advised by the event organiser if selected to be a participating vessel and will be required to pay the relevant participation fee.
3. The Operator accepts the requirements for lighting systems as defined in documents issued by the event organiser.
4. The Operator will upon registration be required to submit all relevant documentation contained in the registration.
5. We will collect information that you provide to us when signing up to mailing lists and registering for our events, or when submitting feedback on your experience with our website. We use a database called wild apricot to manage event registrations, wild apricot has a privacy policy <https://www.wildapricot.com/privacypolicy>. When registering for an event, you may be required to give personal information including your name, address, telephone number and email address. This will be stored and used under the terms of this privacy policy.

4. Information Master's Handbook

1. An Information Master's Handbook will be made available for Vessel Operators and Masters regarding the Activation requirements with further advice for manoeuvres and communication during the Activation.

5. Safety and insurance

1. It is the responsibility of each vessel operator to assess what safety standards and insurance arrangements are necessary and appropriate for the Participating Vessel for the Activation. It is the

responsibility of the vessel operator to ensure that such arrangements are put in place and relevant insurance documents are provided to the event organiser.

6. Expenses

1. All expenses associated with the Participating Vessel's participation in the Activation are the responsibility of the Owner unless agreed upon in writing between the Event Organiser and the Master/Owner.

7. Activation Rules

1. The Master must comply with, and ensure that all passengers comply with, any direction given by an employee of Maritime (Transport for NSW), NSW Police Marine Area Command or a Boating Safety Officer.
2. The Master is expected to comply with advice given by the Parade Liaison Officer, unless it is unsafe to do so (as outlined in Clause 9).
3. Masters and Participants must not interfere in any way with another Participating Vessel.
4. Without written approval of the Event Organiser, Participating Vessels must not display images or signage which contain, logos or branding of a commercial nature; or material unsuitable for a family event, including material which is, or could be taken by a reasonable person to be, offensive, discriminatory or sexually explicit.

5. Master and passengers must not engage in behaviour which is unsuitable for a family event including behaviour which is or could be taken by a reasonable person to be, offensive, discriminatory or sexually explicit.

8. Promotional activities

1. The Master and owner of the participating vessel agrees to participate and cooperate as may be reasonably required in activities relating to the promotion of "Sydney Harbour Lights" including, but not limited to, participating in interviews, and being filmed and photographed, during the Activation.
2. The Master and Owner of Vessel acknowledges and agrees to allow CVA and the Event Organiser sponsors, media, commercial photography and film companies, and tourism third parties to film and photograph the Vessel crew, Vessel and lighting on the Vessel for marketing and promotional use. This is on a free of charge, royalty free, in any media and in perpetuity basis without the need for credit and future approval. Such uses may include books and films in which revenue will be derived. The Master and Owner also consents to CVA and Event Organiser editing such content on the same terms.

9. Compliance with TfNSW Maritime and AMSA Safety Legislation

1. The Master must comply with, and ensure that all passengers comply with, all relevant laws in operation in the State of New South Wales, including, without limitation, all laws contained in:

- I. [Marine Safety Act 1998](#);
- II. [Marine Safety Regulation 2016](#) ("the Regulations");

2. The operator and Master are reminded that under New South Wales law:
 1. it is an offence:
 - i. to operate a vessel (including to be towed by a vessel, to act as an observer on a vessel of any person being towed by the vessel or supervise a juvenile operator of a motor vessel) under the influence of alcohol or any other drug,
 - ii. to operate an unsafe vessel,
 - iii. to operate a vessel negligently, recklessly or at a speed or in a manner dangerous to the public, or
 - iv. to operate or make other use of a vessel in a manner that interferes unreasonably with the lawful use of those waters by other persons;
 2. the operator of a sailing vessel must keep out of the way of, and a safe distance from, a ferry vessel displaying an orange diamond;
 3. the operator of a vessel must ensure the vessel carries the safety equipment specified in the Regulations.

Terms of Schedule 6 of the Regulations (requirements relating to Sydney Cove). There will be no entry to Sydney Cove for any vessel not approved by VTS and involved in this segment of the Activation.

3. Nothing in these Terms & Conditions or instruction during the event from the Event organiser shall exonerate any Participating Vessel Operator, or the Owner, Master or crew thereof, from the consequences of any neglect to comply with “[International Regulations for Preventing Collisions at Sea](#)” as adopted and modified by the Regulations to include NSW Special Rules.
4. Unless otherwise agreed in writing by CVA, you must not engage in any public comment or communication (including comments on radio and television or to a journalist, social media, digital platforms, views expressed in letters to newspapers or in books, journals and notices) concerning the services and your engagement with Sydney Harbour Lights, or issue any public statement or communication or make any representation that in any way directly or indirectly affects CVA or our affairs. Under no circumstances are there to be any media announcements (including exclusives) or information shared with media without CVA’s express approval. Furthermore, there are to be no media or press releases to be issued, including those under embargo, nor any pre briefing of any media unless expressly agreed by CVA in writing.

10. Warranties, Indemnity and Release

1. The Vessel Operator warrants that:

- the owner and operator has considered what insurance arrangements (including with respect to the Participating Vessel, the Master, Participants and third parties) are necessary and appropriate for the Activation and has made such arrangements as are appropriate;
- the Participating Vessel carries and will carry during the Activation, the minimum safety equipment specified under AMSA Regulation and that such safety equipment complies with the minimum standards for safety equipment set out in the Regulation;
- if the Operator is not the Owner, the Owner has given written permission for the Participating Vessel to be entered in the Activation;
- during the course of the activation the master will receive navigation advice from the event organiser but that advice will not relieve the master of their obligations under the International Regulations for Preventing Collisions at Sea.
- in Participating in the activation, the Operator and Master will comply with, and ensure all Participants comply with:
 - all relevant laws in operation in the State of New South Wales; and
 - these Terms & Conditions, including Information in Masters Handbook.

2. Except for any liability that cannot be excluded by law, the CVA and Banks Events (including, but not limited to, any officer, employee, contractor or agent of the CVA and Banks Events) excludes all liability (including negligence, and whether advised or aware of the possibility of that liability), for any personal injury, death, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or connected to the activation, including, but not limited to, where arising out of:

- any technical difficulties or equipment malfunction;
- any cancellation, delay or modification of the Activation;
- any impact resulting from a pandemic such as COVID 19 and any implemented Public Health Orders;
- any collision, including a collision of any Participating Vessel into any other vessel, obstruction, land or object;
- any weather-related event;
- any tax liability incurred by any winner or participant;
- any unauthorised use of images, including images of the Participating Vessel, Master, Participant or material subject to copyright; and
- any variation of these Terms & Conditions.

3. The Operator must indemnify and keep indemnified the Commercial Vessels Association and Banks Events, including, but not limited to their officers, employees and contractors (“including those referred herein indemnified”) from and against all proceedings, actions, claims, suits, demands,

losses, costs including legal costs, expenses and damages which may be brought by any Participant on the Operator's vessel against any of those indemnified as a result of:

- any personal injury, death, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential; and
- any infringement or alleged infringement of an intellectual property right (including copyright and moral rights), arising in any way out of or connected to the Activation.