

2025 Toronto Fringe Festival Participation Policies

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DEFINITIONS

- Where the terms: “Participant”, “Main Admin Contact”, “Artist”, “Company”, “Production” or “Applicant” may be used below, they are interchangeable, and refer to the individual entity who is applying to participate in the Toronto Fringe Festival and present a live performance production.

SINGLE ALLOTMENT AND ELIGIBILITY

- ®FRINGE and FRINGE FESTIVAL are registered trademarks of The Canadian Association of Fringe Festivals.
- Every application must have a company name and this name cannot be changed once the application has been received.
- The Main Admin Contact (the individual submitting the application, and whose name it is under) cannot be the Main Admin contact for a second company applying to The Festival.
- If the Main Admin Contact (considered to be the show’s primary producer by the Festival) for a company is unable to continue with the production, The Festival reserves the right to remove the production from The Festival and apply the appropriate withdrawal policy.
- Companies accepted into The Toronto Fringe Festival cannot sell or transfer their spot in The Festival to another company. If a company/individual is found to be in violation of any of The Festival’s application or participation policies, the company may be removed from participant status and may forfeit all or part of the participation fee at the festival’s discretion.
- The Main Admin contact cannot accept a slot in the Festival if they are employed full or part time by the Festival.
- The Main Admin contact can be a member of the Board of Directors.

MAIN VENUES CATEGORY

MAIN VENUE LOTTERY

- Slots in main venues are determined by a lottery draw, which determines the majority of slots in the festival
- All slots will be drawn on December 9, 2024
- Productions drawn in lottery slots are scheduled in main venues in rep with up to 9 other productions.
- All lottery categories, with the exception of the International category, will be drawn in two phases for IBPOC artists to fill the first 50% of available slots
- Slots will be drawn in each category and in each phase for the venue size tier:
 - LARGE (171+ seats, total tickets available 1197+ for 7 performances).
 - MEDIUM (81-170 seats, total tickets available 567-1190 for 7 performances).
 - SMALL (80 seats or less, total tickets available 640 or less for 8 performances)
 - KIDSFEST (75 seats for 8 performances)
- Applications are accepted through the 2025 Toronto Fringe Festival portal on Eventotron from November 13, 2024 until December 4, 2024, 11:59pm ET.

MAIN VENUE LOTTERY CATEGORIES

- International – Main Admin Contact’s citizenship is non-Canadian. This category does not include Canadians with dual citizenship
 - max duration 60 minutes
 - Participants from the CAFF Touring Lottery are eligible for International Category slots
 - Eligible for all venue tiers
- National – Main Admin Contact has landed immigrant status, permanent residency, or Canadian citizenship; Main Admin Contact’s permanent address is in Canada (exclusive of Ontario).
 - max duration 60 minutes
 - Participants from the CAFF Touring Lottery are eligible for National Category slots
 - Eligible for all venue tiers
- Ontario - Main Admin Contact has landed immigrant status, permanent residency, or Canadian citizenship; Main Admin Contact’s permanent address is in the province of Ontario, Canada.
 - max duration 60 minutes
 - Participants from the CAFF Touring Lottery are eligible for Ontario Category slots
 - Eligible for all venue tiers
- Dance – Dance/physical movement must be the primary method of storytelling for the show; max duration 60 minutes.
 - Eligible for all venue tiers, but Small Venues may not be suitable for most conventional dance productions
- Senior – The main admin contact must be 60+ years old, or the show must feature work specifically created by adults that are 60+ years old. At least 50% of the company (i.e. cast, creative team, key producing roles) must be 60+ years old; max duration 60 minutes.
 - Eligible for all venue tiers

- Main Admin Contact has landed immigrant status, permanent residency, or Canadian citizenship; Main Admin Contact’s permanent address is in the province of Ontario, Canada.
- KidsFest – The show must feature work for children (ages 12 and under) and their families. Show duration is between 30-60 minutes.
 - Venue is pre-allotted for these slots by the Festival.
 - Single tickets may be sold at general admission price or child price (min \$15 adult, min \$6 ages 12 and under).
 - Companies will be offered up to 8 max performances.
- Teen – The show must feature work specifically for and/or by youth between ages 13-18 years; max duration 60 minutes.
 - Main Admin Contact has landed immigrant status, permanent residency, or Canadian citizenship; Main Admin Contact’s permanent address is in the province of Ontario, Canada.
 - Single tickets may be sold at general admission price or youth price (min \$15 adult, min \$8 ages 13-18).
 - Participants applying for the Teen Category may apply to any venue tier
- General 75-minute – The show requires more than a 60-minute performance slot
 - Show duration recommended between 60-75 minutes
 - Eligible for Medium and Large Venues only.
 - A \$75 CAD surcharge will apply, in addition to the venue tier participation fee.
- General 90-minute – The show requires more than a 75-minute performance slot
 - Show duration recommended between 75-90 minutes
 - Eligible for Medium and Large Venues only.
 - A \$150 CAD surcharge will apply, in addition to the venue tier participation fee.

The festival reserves the right to program limited slots to fulfil play contest prize packages, community partnerships, or other festival mandates at our discretion.

MAIN VENUES SCHEDULE

- Company must be available to load into the venue between June 26-July 3, 2025 (mandatory for all performers and crew).
- Companies which have slots in Hamilton Fringe or Winnipeg Fringe will have final performance on last Saturday of festival (or earlier by request).
- Companies are offered a max of 7 performances, or 8 if in a small venue or if in the KidsFest Category.
- All performances will be scheduled between July 2-13, 2025 inclusive. Performances are scheduled by the Festival, each company receives a variety of time slots that will run between 12pm-12am. KidsFest productions will be scheduled between 11am-6pm.

MAIN VENUE FEES

	REGULAR	TEEN
Lottery Application Fee	Pay-what-you-want \$15, \$20 or \$30 CAD (non-refundable)	
Large Venue Tier	\$960 CAD	\$900
Medium Venue Tier	\$860 CAD	\$800
Small Venue Tier	\$760 CAD	\$700

KidsFest	\$700 CAD	n/a
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- For shows that apply to the General 75 min category, there will be an additional \$75 surcharge added to the Participant Fee.
- For shows that apply to the General 90 min category, there will be an additional \$150 surcharge added to the Participant Fee.
- 100% of the full fee is due by January 10th, 2025 to confirm the slot.

MAIN VENUE TWO-PHASE LOTTERY DRAW

- Toronto Fringe commits to reserving at least 50% of available slots in each lottery category for participants who are Indigenous, Black, or a Person of Colour (IBPOC). The two-phase lottery draw is a measure we are implementing to strengthen equity, diversity and inclusion at the Festival. It will be in place until the application demographic begins to reflect at least 50% IBPOC applicants.
- When we hold the 2025 Lottery, each Canadian category's draw will have two phases:
 - PHASE ONE: Applicants who identify as Indigenous, Black, or a Person of Colour will be entered into the draw exclusively for the first 50% of all slots in the category.
 - PHASE TWO: Once at least 50% of total slots are filled by IBPOC applicants, or if no more IBPOC applicants remain to draw from (whichever occurs first), the remaining slots will be drawn from all applicants in the category.
- The Main Admin Contact is considered the individual applying who must identify as IBPOC for the application to be included in the first drawing phase. We strongly encourage that applicants who select this also commit to at least half or more of their creative and performance team identifying as IBPOC as well.
- IBPOC in this instance is referring to Indigenous, Black and People of Colour in a North American context, which may include:
 - Indigenous, First Nations, Metis, Inuit peoples
 - Black or (Afro) Caribbean or African
 - East Asian
 - Latinx/a/o or Hispanic
 - Middle Eastern
 - South Asian
 - Pacific Islander
 - Southeast Asian
- Categories which have 2 or less open slots for the lottery will be pulled from the General draw. If there are an odd number of slots in a category, the swing slot will be drawn in the first phase.
- Waitlist slots for available categories will be pulled from the General draw.

MAIN VENUE SUB-DRAW BY VENUE TIER

- All applicants will be entered into a tier lottery based on the venue size they select.
- The Festival reserves the right to change or add main venues at any time, and the number of slots available in each venue size tier. The Festival will do its best to accommodate requested venue tiers, but cannot guarantee it. A company may not switch into another venue tier once the lottery draw is complete.

- In each category's draw, in each phase, slots will be drawn for each venue tier's allotment in that category.
- Categories and/or phases which have 5 or less open slots for the lottery will be pulled from an all-tier draw, and the venue size slot will be determined by the selected company.
- Venue size tiers:
 - LARGE (171+ seats).
 - MEDIUM (81-170 seats).
 - SMALL (80 seats or less)
- KidsFest category slots are pre-allotted to a venue by the Festival. Senior, Dance, 75 and 90-minute performance categories will be pulled from an all-tier draw, and the venue size slot will be determined by the selected company.

MAIN VENUE WAITLIST

- Waitlist slots will be drawn for each lottery category from a general draw, unconditional of phase or venue size tier.
- If a slot becomes available in the category, it will be offered to the first Main Admin applicant on the waitlist. If the applicant is unable to take the slot as is due to the venue tier, they can decline the slot without forfeiting their place on the waitlist. They will remain on the list and the Festival will offer the slot to the next applicant on the waitlist.
- Applicants on the waitlist do not need to pay a participant fee deposit until they are offered a slot in the Festival.
- Applicants on the waitlist can withdraw from it at any time.
- The Festival will cease offering vacant slots to the waitlist after June 13, 2025.

UNCONVENTIONAL VENUES CATEGORY

FIRST-COME, FIRST-SERVED

- Slots are filled on first-come, first-served basis within each stream; applications are reviewed in order of submission.
- Applications are accepted through the 2025 Toronto Fringe Festival portal on Eventotron from December 13, 2024, 5pm ET until all slots are filled.
- Applications do not receive a place in the queue until they are determined to be complete and eligible. A slot is not confirmed until the Participant Fee is paid.
- There is a non-refundable application fee of \$30 with alternative options of \$15 or \$20
- Producers must secure their own presentation venue.
- Production should be uniquely situated in and tied to the venue in a meaningful way, and demonstrate that it cannot be presented in a conventional/traditional (main) venue.
- A Main Admin Contact can apply once in both the Main Venue and Unconventional Venue category but may only accept one slot in the festival.
- More than one application with the same venue/site will not be accepted.
- Productions are being accepted to the Festival based on a submitted written proposal. The Festival must approve any proposed changes to the venue, the schedule or use of venue itself. The Festival reserves the right to remove an Unconventional Venue Category participant from the Festival if the proposal no longer meets the necessary requirements for acceptance.

UNCONVENTIONAL VENUES

- The performance starts at a geographically specific location, audiences attend the performance in-person.
- Companies apply with a venue; the festival does not intervene in the occupancy agreement.
- The venue cannot be a conventional theatre facility (such as any venue in our Main Venue Category)
- The venue must be in the geographical limits of the City of Toronto, and accessible by TTC. Note that the City of Toronto does not offer permits to be able to sell tickets for events performed in city-run parks unless the event zone is entirely enclosed, or certain conditions are met. The company will be required to demonstrate valid permission/approval to gain access to the site for the application to be considered complete. The company will be required to provide proof of rental agreements, permits or other required records to the Festival by April 1, 2025.
- The venue must be safe to the general public and meet Toronto Fringe requirements for physical accessibility for patrons.
 - Meet physical accessibility requirements to allow persons using an average-sized mobility device to access all areas of venue designated for patrons (entrance, passageways, performance space, restroom, etc.). This includes providing ramps, lifts, or elevators where level access is not available and ensuring that all passageways (doorways, hallways, etc.) have a clear width of at least 32 inches.
 - Offer an accessible restroom where restrooms will be expected to be available (i.e. any indoor spaces) either within or in-proximity to the venue.
 - Offer a designated accessible seating area.

- Seating capacity per performance is capped at 250.

UNCONVENTIONAL VENUE FEES

- Nonrefundable fee to apply \$30 (alt options \$15 or \$20)
- Deposit to accept slot if application is approved: \$600 CAD. The deposit must be paid to secure the spot.
- Total Participant Fee is calculated based on total ticket capacity (number of tickets per performances multiplied by number of performances). In addition to the deposit of \$600, the remainder of the fee is 2% of the total potential ticket revenue. The final installment is due by February 28, 2025.
- Should the capacity change between accepting the slot and the Fringe Festival dates, the Festival reserves the right to adjust the participant fee.

PRE-APPROVAL PERIOD

- Since applications require significant information about physical venues in terms of infrastructure and accessibility, the Festival offers a period to submit proposals to offer applicants feedback about their submission regarding general eligibility and whether any components may be missing, before the actual applications open.
- Submitting a proposal does not replace submitting a proper application on Eventotron.
- Pre-approval proposals will be accepted from November 15-December 11, 2024.

ADDITIONAL RESPONSIBILITIES OF SUCCESSFUL UNCONVENTIONAL VENUE PARTICIPANTS

In addition to participant requirements listed at the end of this document, successful participants in the UCV Category are responsible for:

- Vetting and demonstrating the safety and accessibility of the venue/site for patrons meet Toronto Fringe's requirements. Participants will be required to create a venue accessibility and wayfinding guide for patrons (the Festival has resources to support creating documents like this).
- All expenses and negotiated agreements with the venue/site directly, as well as obtaining any permits required with the City of Toronto, if applicable.
- Ensuring that the venue can provide a safe and accessible space to set up the venue Box Office, as well as a table, a chair, and a secure space to store a tote bin and A-Frame for Festival staff to use, and/or any other items or supplies needed for the Front of House Department.
- Ensuring that the venue/site (and said storage space for in-person events) can be accessed by Festival staff at least 90 minutes before the first show of the day.
- Providing any on-site technical support that is required to run the show.
- The applicant must propose the performance schedule as part of the application. All performances must take place between July 2-13, 2025 inclusive. The Festival reserves the right to adjust the performance of all shows in the festival as may be required. There is no minimum number of required performances. Duration of consecutive performances in one day cannot exceed 4 hours, inclusive of audience turnover time between multiple performances. It is recommended that the length of one performance not exceed 90 minutes.
- NOTE: Productions are being accepted to the Festival based on a submitted written proposal. The Festival must approve any proposed changes to the venue, the schedule or use of venue itself. The Festival reserves the right to remove Unconventional Venue Category

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participant from the Festival if the proposal no longer meets the necessary requirements for acceptance.

SATELLITE VENUE CATEGORY

Select theatre venues are available as Satellite Venues in the 2025 Toronto Fringe Festival. This category has been created to expand the performance opportunities available at the Toronto Fringe. Companies will enter into direct agreements with the venue and pay a venue fee to the venue, as well as a festival administrative fee to the Toronto Fringe Festival.

SATELLITE VENUE CATEGORY SELECTION PROCESS

- A non-curated selection process (either a lottery or first come first served) administered by the Toronto Fringe Festival.
- The selection process will be determined by the venue.
- Venues may request that shows that express interest in their venue have some degree of alignment with their artistic mandate.
- Venues may program up to 25% of their available slots.

SATELLITE VENUE CATEGORY LOTTERY

- Slots for all 2025 Fringe Satellite Venues will be programmed through a lottery process.
- Lottery will be drawn in mid-January 2025.
- Productions drawn in the Satellite Venue lottery slots are scheduled in their selected venue with up to 8 other companies in rep.
 - Exact number of slots available is decided by each Satellite Venue.
- Slots available will be either a maximum duration of 60 or 90 minutes.
 - Each Satellite Venue will determine the number of slots available for each time.
 - Show length should be 5 minutes less than the selected time slot to fit the slot.
- Applications are being accepted through the 2025 Toronto Fringe Festival portal on Eventotron between December 13, 2024 and January 5, 2025

SATELLITE VENUE CATEGORY WAITLIST

- Waitlist slots will be drawn for each Satellite Venue.
- If a slot becomes available in the category, it will be offered to the first Main Admin applicant on the waitlist.
- Applicants on the waitlist do not need to pay their participant fee until they accept a slot in the festival
- Applicants on the waitlist can withdraw from it at any time.
- The Festival will cease offering vacant slots to the waitlist after June 13, 2025.

SATELLITE VENUE CATEGORY FEES

- Nonrefundable fee to apply \$30 (alt options \$15 or \$20)
- If application is drawn there will be an administration fee due to the Toronto Fringe Festival and a Participant Fee due to the Venue
 - Administration Fees are set by the Toronto Fringe
 - Participant Fees are set by each Venue

RESPONSIBILITIES OF SATELLITE VENUES

- Provide technical staff, facilities, and a fully equipped theatre.

- Schedule the load in and technical schedule for all shows in their venue.

ADDITIONAL RESPONSIBILITIES OF SATELLITE VENUE CATEGORY PARTICIPANTS

In addition to participant requirements listed at the end of this document, successful participants in the Satellite Venue Category are responsible for:

- Entering into an agreement with the Toronto Fringe Festival and an agreement with their Satellite Venue
- Paying both an administrative fee to the Toronto Fringe Festival and a Participant Fee to their Satellite Venue
- Abiding by all policies as set forth by the venue, as well as all policies set by the Festival.

RESPONSIBILITIES OF ALL PARTICIPANTS IN 2025 TORONTO FRINGE FESTIVAL

The following responsibilities apply to Participants in ALL categories.

- Acquiring all applicable permits (permissions, visas, tax, waivers) and for the payment of all applicable taxes and fees (GST, federal tax, play rights, Equity, ACTRA, SOCAN, etc.) for the company.
- All fees and expenses related to the production, including but not limited to cast, crew, production, rehearsal, promotion and marketing, liability, licenses.
- Ensuring that any working conditions that the production will result in are in adherence with provincial and municipal bylaws and safety guidelines to prevent the spread and reduce the risk of COVID-19 infection in any members of cast or company. For company members who are a part of a professional association or union (i.e. CAEA or ACTRA), additional safety measures may be required to be met. It is the Main Admin Contact's responsibility to ensure they are aware of these and remain informed.
- Sourcing accommodation for any company member traveling from out of town.
- Providing an electronic copy of the transcript, or detailed synopsis of the show if a script does not exist, for patrons with disabilities who request communications support, as required under Ontario Legislation. In cases where an alternate format or communications support is requested but is not practicable or presents an undue burden (financial or otherwise), the participating company/artists are required to provide a written statement to the Festival, and work in good faith with the Festival and patron(s) making the request to find a viable alternative. Failure to comply may result in a penalty fee of \$25 CAD, which will be deducted from the final box office revenue payout following the festival.
- Adhering to the accessibility standards of the Festival where applicable if offering one or more assisted performances during the festival. The standards are outlined in an additional Letter of Agreement available before the commitment deadline. Adherence will be assessed and must be approved by a Festival representative.
- All participants in the 2025 Toronto Fringe Festival are required to create an access guide for their show. A template will be provided by the Festival.
- Adhering to the accessibility standards of the Festival where applicable in any/all digital content submitted to the Festival for distribution. At minimum this includes providing closed captions, transcripts, and/or formatting text-based content to be compatible with screen-reader technology.
- Adhering to the Code of Conduct and relevant policies of the Festival in all engagement with staff, volunteers, company members, other participants, patrons, and any other Fringer throughout the entire term of agreement with the Festival (from accepting a slot until full box office payout is made).

WITHDRAWAL POLICY

This policy applies to Main Venue and Unconventional Category Participants.

- Companies in either category may withdraw and receive a refund 100% of Participant Fees paid thus far until January 10, 2025. Any refunded fees are subject to a \$10 CAD admin processing fee.
- Application fees are non-refundable.

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- Companies that are accepted into the 2025 Toronto Fringe Festival from the Main Venue Lottery that withdraw from the event after January 15, 2025 until and including March 15, 2025 can receive a 50% refund of the participation fee. All refunded fees will be subjected to a \$10 CAD admin processing charge.
- If a main venue company withdraws from the festival after March 14, 2025 they forfeit 100% of their fees.
- In the event of a Main Venue company withdrawing at any time up until June 13, 2025, the Festival will then contact the next company on the waiting list of the specific category. Those companies on the waiting list may withdraw from the list at any time.
- Companies that are accepted into the Unconventional Venue Category that withdraw from the event after January 10, 2025 until and including March 1, 2025 can receive a 50% refund of the participation fee. All refunded fees will be subjected to a \$10 CAD admin processing charge.
- If an unconventional venue company withdraws from the festival after March 1, 2025, they forfeit 100% of their fees.
- All Satellite Venue withdrawal policies are determined by the venue.

BOX OFFICE

- The Toronto Fringe operates and manages all ticketing and box office requirements, and by applying to the Festival, the participants agree to abide by the ticketing and box office policies of the Toronto Fringe.
- All tickets are sold as general admission. Ticket prices, discount rates, and services fees are set at the discretion of the Festival. Single adult ticket price will be min \$15 CAD.
- Participants are entitled to receive 100% of the ticket price set by the Toronto Fringe Festival and are responsible for remitting any HST or applicable taxes on that revenue.
- The Toronto Fringe collects all moneys on your behalf, and distributes reconciled revenue payments up to 8 weeks following the festival close. It is the Participant's responsibility to ensure all payment detail requested by the Festival is submitted on time, is correct and is complete, otherwise the Festival may be delayed in revenue disbursement.

CODE OF CONDUCT

- The Main Admin Contact and full company agrees to adhere to the laws of Ontario, the policies, procedures and safety guidelines as set forth by The Toronto Fringe Festival as well as act in the best interest of The Festival at all times. The Festival reserves the right to remove any company or cancel any/all performances of a company that does not abide by the policies of The Festival, and/or for behaviour that The Festival deems intolerable and in violation of its code of conduct towards staff or volunteers, other companies or artists, or patrons, with no requirement to return any fees paid, and The Festival will not be liable for any loss of revenue or expenses incurred.
- The Main Admin Contact and full company agree to:
 - Act with integrity and honesty.
 - Not participate in or condone any activities that may be considered unethical or illegal.
 - Maintain positive, respectful relationships with fellow community members.
 - Maintain the Festival as a safe space by not participating in or condoning any activities that may put patrons, volunteers, staff or the public at risk.

- Maintain the Festival as a welcoming place for all people in our community by refraining from participating in or condoning activities that may be bullying or non-consensual.
- Not participate in or condone activities that discriminate on the grounds of race, colour, place of origin, gender identity, gender expression, age, marital status, religious beliefs, citizenship, mental ability, physical ability, sexual orientation, or any other prohibited grounds which may be defined by the Ontario Human Rights Code at this time or anytime hereafter, nor participate in or tolerate any conduct which undermines the dignity or self-esteem of an individual, or which creates an intimidating, hostile, or offensive environment or any other prohibited conduct.
- Respect and uphold all policies for use of venues and Festival sites, such as the patio.
- The Main Admin Contact is required to ensure they and the full company have read and understand all of the public policies issued by the Festival.

COVID-19 POLICIES

- The Main Admin Contact is responsible for ensuring all company members meet any and all COVID-19 vaccination and testing requirements needed to travel to Toronto.
- Under section 4.D of Toronto Fringe's COVID-19 Vaccination Policy, participants in the Fringe Festival are considered a third-party attending any Toronto Fringe premises. As of October 24, 2022 the COVID-19 vaccination policy is suspended until further notice.
- The Festival will set health and safety policies for staff, volunteers, patrons and participants at its discretion, which may include but not be exclusive to indoor masking requirements, health screening, physical distancing, etc.

FESTIVAL PROVISIONS

The Toronto Fringe provides:

- Main performance venues for the Main Lottery Category and technical staff (we do not enter into any agreements with unconventional venues, nor do we provide any technical staff. We do not provide technical staff for Satellite Venues);
- All front-line operations and patron engagement including Front of House staff, Box Office staff, Volunteer staff, security, ticketing system, as well as festival-wide marketing and promotion;
- A listing for each production in the printed program guide, as well as on the Toronto Fringe website;
- Collection and management of all ticketing revenue, which is reconciled and distributed within 6 weeks following the festival close; and
- A certificate of insurance made out for each unconventional venue containing a Cross Liability and Severability of Interest Clause (liability insurance for the Festival).

CANCELLATION POLICY

If for any reason the Toronto Fringe must cancel the scheduled dates for the 2025 festival, currently scheduled for July 2-13, 2025: If the 2025 festival is cancelled by the Toronto Fringe due to COVID restrictions before July 2, 2025 all companies still in the festival may be eligible to receive 100% of their participant fee back.

MEDIA

The Participant agrees to grant permission to the Festival and its representatives to capture photography and videography of individuals associated with their production and/or the production itself in the lead up to and during the 2025 Toronto Fringe Festival.

The Participant further agrees to grant permission to the Festival and its representatives the right to reproduce, use, exhibit, display, broadcast, distribute, and create derivative works of these images and recordings for communications, marketing, and publicity purposes, including through the Festival's website, social media, and documents now and in perpetuity. The Festival owns all rights to the images and recordings.

GENERAL CONDITIONS

If the Toronto Fringe Festival or participant performances are delayed, interrupted or prevented by reason of an act of nature, fire, flood, war, public disaster, strikes, labour difficulties, government enactment, regulation or order, certified illness, or any other case beyond The Festival's control, The Festival will not be liable for any loss of revenue or expenses incurred.