



Terms and Conditions for Stallholders

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1. Introduction

- 1.1. These Terms and Conditions ("T&Cs") govern your application ("Application") to participate as a stallholder ("Stallholder") in the 2025 Midsumma Festival.
- 1.2. Midsumma Carnival ("the Event") is scheduled to take place on Sunday, January 19, 2025, from 10:00 AM to 9:00 PM at Alexandra Gardens, Melbourne ("The Venue"). Midsumma Festival Inc. ("Midsumma") reserves the right to alter the time, date, or location of the Event at its sole discretion.
- 1.3. All Stallholders must submit their Application through the Midsumma-provided online system.
- 1.4. Stall numbers are limited and all final decisions on stall allocations are solely at the discretion of Midsumma. Midsumma reserves the right to accept or reject any application from a Stallholder for the event at its sole discretion and without providing reasons.
- 1.5. By completing and submitting an Application, you acknowledge that you have read and agree to adhere to Midsumma's [Privacy Statement](#) and [Anti-Discrimination Policy](#).
- 1.6. By clicking 'submit,' you confirm that you have read, understood, and accepted these Terms and Conditions.
- 1.7. These T&Cs, along with any agreement to purchase a stall or other such 'activation' at the Event, constitute the entire agreement between the parties regarding this matter. Any previous agreements, understandings, or negotiations related to Stalls at the Event are null and void. These T&Cs can only be modified in writing by Midsumma.
- 1.8. The applicant is responsible for ensuring that all employees, volunteers, and agents are informed of and comply with these T&Cs. All participating

organisations, whether they are paying for their participation or partnering with Midsumma, are bound by these terms.

- 1.9. Any breach of these T&Cs may result in immediate removal from the Event without refund. Midsumma's decision in these matters is final.

2. Terms of Agreement

- 2.1. These T&Cs do not create a partnership, agency, or employer-employee relationship between the Stallholder and Midsumma. Both parties agree that such relationships are explicitly excluded.
- 2.2. Midsumma's role is solely that of a service provider to the Stallholder.
- 2.3. Once accepted, and if a stall allocation is granted to the applicant, these T&Cs are effective from the date the Application is submitted and remain in effect until the close of business on January 20, 2025, unless terminated earlier as specified in Section 6.

3. Definitions

- 3.1. **Midsumma:** Midsumma Festival Inc (ABN 50 783 159 198)
- 3.2. **The Festival:** The queer arts and culture festival produced by Midsumma in Melbourne, Australia, from January 19 to February 9, 2025.
- 3.3. **The Event:** Midsumma Carnival is scheduled for January 19, 2025, from 10:00 AM to 9:00 PM at Alexandra Gardens, Melbourne, or another date, time, or location determined by Midsumma at its sole discretion.
- 3.4. **The Stallholder:** The individual or entity named in the Application responsible for operating a Stall at the Event.

- 3.5. **The Stall:** The designated space within the Stall Precincts where the Stallholder will conduct their activities during the Event.
- 3.6. **Types of Stalls:**
- 3.6.1. **Commercial Stall:** Businesses operating for profit and registered with an ACN (e.g., travel agencies, hotels, insurance providers).
 - 3.6.2. **Small Business Stall:** For-profit sole traders with an ABN and annual turnover less than \$75,000 (e.g., jewellery designers, wedding photographers, merchandise retailers).
 - 3.6.3. **Large Community Organisations:** Entities with annual revenue exceeding \$350,000 (e.g., local councils, state or federal government branches, national or international not-for-profits, educational institutions).
 - 3.6.4. **Small Community Organisations:** Groups with annual revenue under \$350,000 (e.g., LGBTQIA+ community groups, sports clubs, health not-for-profits, community theatre companies, artist-run galleries).
- 3.7. **The Staff:** Employees or volunteers engaged by the Stallholder to manage and operate the Stall.

4. Administration and Payment

- 4.1. All governing fees and deadlines are listed in the [Pricing options](#) and [Key Dates](#) section of the Carnival Stall Info and Registrations webpage.
- 4.2. Midsumma may, at its sole discretion, accept applications submitted after the official closing date. Such late applications may incur the Late Application fee of \$150.00 (plus GST).

- 4.3. Midsumma will confirm receipt of all Applications via email.
- 4.4. Successful applicants will receive an invoice for the full fee, which must be paid within fourteen days (14) of the invoice date. Failure to do so may result in forfeiture of the successful application.
- 4.5. Once Midsumma confirms the acceptance of the application, all fees must be paid in full, either by following the instructions on the invoice or by credit card. Participation in the Event will only be permitted if all required fees, including any late payment fees, have been settled.
- 4.6. It is the sole responsibility of the Stallholder to stay informed about and manage the status of their Application and payments. Midsumma is not liable for any losses incurred due to the Stallholder's failure to accept or act on their Application.
- 4.7. The stall fee is non-refundable. No refunds will be issued if the registration is withdrawn or cancelled by the Stallholder, or if the event is cancelled due to weather or other reasons.

5. Conditions of Acceptance

- 5.1. Midsumma reserves the right to accept or reject any application from a Stallholder for the event at its sole discretion and without providing reasons. This includes, but is not limited to, the following circumstances:
 - 5.1.1. Incomplete Applications.
 - 5.1.2. Applications from participants intending to give away food and/or non-alcoholic beverages who do not possess a valid FoodTrader Certificate or are unwilling to obtain one.
 - 5.1.3. Applications from former Midsumma Festival participants who:

- 5.1.3.1. Have demonstrated poor performance or behaviour, as determined by Midsumma at its sole discretion;
 - 5.1.3.2. Have breached previous contractual commitments with Midsumma; or
 - 5.1.3.3. Have outstanding fees owed to Midsumma.
 - 5.1.4. Applications from participants whose involvement may conflict with or adversely affect Midsumma's existing partnerships or sponsorships, as determined by Midsumma at its sole discretion.
 - 5.1.5. Applicants who do not align with the values of Midsumma and the LGBTQIA+ communities.
 - 5.1.6. Applications from individuals or organisations that do not comply with Midsumma's Anti-Discrimination Policy.
- 5.2. Participation in the Event is subject to the following conditions:
- 5.2.1. All stalls and related activities must align with the objectives outlined in [Midsumma's constitution](#) and [Anti Discrimination policy](#), which can be accessed on our website. Compliance will be determined at Midsumma's sole discretion.
 - 5.2.2. Stallholders must adhere to all relevant laws, including local regulations, and ensure that all employees, agents, and associates of the stall also comply with these legal requirements, including those related to the operation of the event and the use of the Venue.
 - 5.2.3. Stallholders must adhere to these terms and conditions.
 - 5.2.4. Stallholders must comply with all instructions or requests made by any Authorised Representative of Midsumma or the City of Melbourne.

6. Notices and Termination

- 6.1. All notices between the parties must be:
 - 6.1.1. Delivered to the address specified in the Application or any other address subsequently notified by either party; or
 - 6.1.2. Sent via email to stalls@midsumma.org.au or any other email address subsequently notified by either party.
- 6.2. The Stallholder must provide written notice to Midsumma if they decide to withdraw their stall from the Event. If the Stallholder withdraws from the Event Midsumma will retain all fees paid for stall registration, equipment, and support services
- 6.3. This T&Cs are only considered void under the following circumstances:
 - 6.3.1. By mutual written agreement between the parties;
 - 6.3.2. If either Midsumma or the Stallholder fails to remedy a significant breach of these terms and conditions within 7 days of receiving written notice requiring such remedy;
 - 6.3.3. If either Midsumma or the Stallholder enters into receivership, liquidation, or any other form of insolvency administration.
 - 6.3.4. If Midsumma is unable to provide the equipment and support services as outlined in the invoice, any fees paid for those services will be refunded.

7. Goods and Services

- 7.1. No later than one (1) month after Stallholder registration close, the Stallholder must provide to Midsumma a detailed list of the goods and services to be traded.
- 7.2. The Stallholder acknowledges that if any products or services not listed in the original Application or Production Form are sold or provided at the Event, Midsumma reserves the right to terminate your trading activity and request that you vacate the site.

8. Food and Beverages

- 8.1. Stallholders are not permitted to sell food or non-alcoholic beverages; these may only be distributed as free giveaways. If your primary business is to sell food or beverages see [‘Food / Beverage Vendor’ application process](#).
- 8.2. Stallholders who wish to provide food and/or non alcoholic beverages for consumption (including bottled water or packet lollies etc.) must detail this in their Application and Production Form (if successful), and:
 - 8.2.1. must comply with the City of Melbourne’s regulations, including:
 - 8.2.1.1. Obtain a [FoodTrader](#) Permit and Statement of Trade,
 - 8.2.1.2. [The Food Act 1984](#),
 - 8.2.1.3. The City of Melbourne’s Food Safety, Food Handling, Food Labelling and other relevant codes
- 8.3. No later than one month after the registration deadline, Stallholders must submit the following to Midsumma:

- 8.3.1. A copy of their valid FoodTrader Statement of Trade. It is the Stallholder's sole responsibility to secure this certificate.
- 8.3.2. A list of all food and beverage items intended for giveaway
- 8.3.3. Stallholders providing unpackaged food (such as popcorn or fairy floss) must have appropriate hand-washing facilities at their stall.
- 8.3.4. Packaged food must adhere to Food Labelling codes.
- 8.4. Failure to meet these requirements or comply with City of Melbourne regulations may result in the closure of your stall by Midsumma or City of Melbourne representatives, without a refund.
- 8.5. Midsumma and the City of Melbourne reserve the right to close any Food & Beverage stall at their discretion at any time during the Event.
- 8.6. Items must not be supplied in glass containers.
- 8.7. The Stallholder must adhere to the Victorian Government's ban on single-use plastics, which includes:
 - 8.7.1. Plastic drinking straws, cutlery, plates, drink stirrers, and cotton bud sticks
 - 8.7.2. Single-use plastic bags
 - 8.7.3. Expanded polystyrene food service items or drink containers
 - 8.7.4. The ban covers conventional, degradable, and compostable plastics
 - 8.7.5. For more information, visit [the Victorian Government's website](#) and refer to their [FAQ document](#).

9. Waste, Water and Sullage

- 9.1. Midsumma adheres to the Victorian Government's Guidelines for Reducing Single-Use Items. For further details, refer to [the State Government's 'guide for businesses and organisations' document](#).
- 9.2. Stallholders are encouraged to use reusable materials in their stall setup and to utilise QR codes and electronic flyers to minimise waste. If physical flyers are distributed at the Event, they should be printed on recycled paper using environmentally friendly inks.
- 9.3. Printed materials (such as flyers, cards, brochures) distributed by Stallholders must include messages such as "Do not litter" or "Please dispose of this responsibly." Gift bags should be made from reusable materials, and their contents should avoid plastic where possible.
- 9.4. Stallholders must ensure that their Stall and surroundings are kept clean and tidy at all times.
- 9.5. At the end of the Event all waste and general rubbish from the Stall must be removed and disposed of.
- 9.6. Any Stallholders not clearing their site, may incur additional cleaning fees or result in denial of participation rights in future events.
- 9.7. Onsite access to water cannot be guaranteed and may be subject to government restrictions.
- 9.8. Wastewater must not be disposed of onto roads, pathways, lawns, garden beds, or into any waterways, in accordance with City of Melbourne regulations.

10. Restricted Activities and Prohibited Items

- 10.1. Any violation of the following terms will lead to the immediate closure and removal of the stall from the Event.
- 10.2. The following activities are not permitted at the Event:
 - 10.2.1. Selling or distributing any alcoholic beverages under any circumstances.
 - 10.2.2. Cash collection and on-the-spot donations
- 10.3. Trestle tables and chairs provided by Midsumma are not designed to bear weight. Standing on them at any time is prohibited.
- 10.4. Public nudity, including full-frontal exposure of lower genitalia is not permitted. The minimum dress code requires attendees to wear at least underwear or swimwear.
- 10.5. The following items are prohibited at the Event:
 - 10.5.1. Personal marquees, tents or other structures; Midsumma provides permit compliant marquees as part of the Stall booking.
 - 10.5.2. Confetti cannons
 - 10.5.3. Balloons
 - 10.5.4. Single-use plastic items for giveaway (such as plastic clappers, and signs)
 - 10.5.5. Glitter, unless proven biodegradable and approved by the City of Melbourne
 - 10.5.6. Personal generators; Midsumma can provide power for a fee.
 - 10.5.7. X-rated or pornographic material.

- 10.5.8. Items that infringe on third-party intellectual property rights, including trademarks, copyrights, or passing off.
- 10.5.9. Toy guns, cap guns, noise makers, fireworks, weapons (real or replica), or similar products.
- 10.5.10. Dangerous or illegal substances.
- 10.6. Only the organisation(s) listed in the application can be promoted at the Stall. Stallholders cannot promote, or share a stall with, any third-party or partner without obtaining explicit permission from Midsumma.
- 10.7. Banners, visuals, and sound must not encroach on the space or activities of other Stallholders or Midsumma programming.
- 10.8. Stallholders must contain their activities and materials within the footprint of their allocated stall and cannot undertake activities beyond this site footprint without prior approval in writing from Midsumma. This includes any storage and decor / decorations.
- 10.9. All walkways and footpaths must remain clear of obstructions.
- 10.10. Organisations must obtain Midsumma's permission in writing to conduct surveys or distribute roving handouts. Additional fees may apply for activities beyond the stall footprint, and these must be agreed with Midsumma in advance. Midsumma retains the right to not provide permission for such activities.
- 10.11. Midsumma, at its sole discretion, may direct any goods to be removed or activities ceased by the Stallholder at the Event.

11. Stall Placement

- 11.1. Midsumma determines stall locations at its sole discretion based on various factors. While location preferences will be considered, Midsumma does not guarantee specific sites or the placement of related or competing stalls. Stallholders should remain flexible, as changes to stall locations may occur, even during the bump-in morning of the Event.
- 11.2. Stall locations will be confirmed in the Stallholder Information Pack sent by Midsumma before the Event. If you have not received this information within five (5) days of the Event, it is your responsibility to contact Midsumma directly to confirm your stall location.

12. Electricity

- 12.1. If you require electricity, you must request it from Midsumma and pay in advance. Electricity provision is subject to the following conditions:
 - 12.1.1. Provide Midsumma with accurate information regarding your electricity needs.
 - 12.1.2. Supply all necessary adaptors and leads to connect to the electricity supply.
- 12.2. All electrical equipment used on-site must be tagged and tested prior to arrival. Failure to do so may result in the removal or confiscation of the equipment by Midsumma staff or security.
- 12.3. If equipment is not tested and tagged on the event day, Midsumma may charge a \$500 fee to have the equipment tested and tagged on site, or require the equipment to be removed from the Venue.

- 12.4. Additionally, ensure all power boards are equipped with an RCD or safety switch; double adaptors are not permitted.

13. Protecting the Venue

- 13.1. It is a condition of use of the Event Site that no impact be left on the site or features within it. It is responsibility of all participants to avoid damage to the Venue, including grass areas, garden beds and plantings.
- 13.2. Stallholders may not attach banners, signage, or similar items to any trees or structures outside their designated stall area within the event site.
- 13.3. Do not use spikes, create holes, peg structures into the ground, or cause damage to the grass and surface of the Venue.

14. Site Access (Bump-In and Bump-Out)

- 14.1. Stallholders will receive their allocated bump-in and bump-out times in the Stallholder Information Pack sent prior to the Event.
- 14.2. Stallholders must inform any third-party contractors or delivery companies about these site access restrictions. Requests for third-party vehicle access must be submitted to Midsumma in writing at least fourteen (14) days before the Event.
- 14.3. On the day of the Event:
 - 14.3.1. **Bump-In:** Scheduled to occur between 7:00 AM and 10:00 AM (exact times will be confirmed by Midsumma).
 - 14.3.2. **Bump-Out:** Scheduled to start after 5:00 PM.

- 14.3.3. **Process:** Bump-in will occur in waves. Stallholders must complete unloading/loading and remove their vehicles within the allotted time.
- 14.4. No vehicle access is permitted on site during the Event.
- 14.5. Vehicles may only drop-off and pick-up equipment and goods in the designated loading zones.
 - 14.5.1. **Picnic Precinct:** Bump-in and bump-out, the entrance to Boathouse Drive.
 - 14.5.2. **Sports Precinct:** Bump-in, behind the boatshed on Boathouse Drive (location to be confirmed). Bump-out, the entrance to Boathouse Drive.
- 14.6. Vehicle Passes will be distributed prior to the event. Stallholders must ensure their Vehicle Pass is:
 - 14.6.1. printed in colour.
 - 14.6.2. displayed on the vehicle's dashboard.
 - 14.6.3. And includes the contact name and mobile phone number of the driver.
- 14.7. There is no on-site parking available.
- 14.8. Vehicles must not be left unattended. Any vehicle brought onto the event site is at the owner's risk.
- 14.9. Midsumma reserves the right to restrict vehicle access if deemed necessary for public safety or Occupational Health and Safety reasons.
- 14.10. Stallholders and Staff must follow all instructions from event organisers, volunteer marshals, and authorised event staff. Non-compliance may result in removal from the site.

- 14.11. No vehicles are permitted to drive on the Venue's grass or footpaths without prior written approval from Midsumma.
- 14.12. Driving on grassed areas is only allowed with turf protection measures in place such as track mat, plywood boards or similar measures.
- 14.13. Any damage caused by vehicle movement to the Venue's surface will be the responsibility of the vehicle operator.
- 14.14. Any damage to the Venue's grass or plantings from vehicle movement during Carnival by Stallholders will be documented and costs associated with remedying the damage will be the responsibility of the individual driving the vehicle.
- 14.15. Authorised vehicles must be escorted and travel at walking pace.

15. Superannuation, Insurance, Compensation, and Award Obligations

- 15.1. You must obtain and maintain a Certificate of Currency for Public Liability Insurance showing coverage of at least AUD \$20,000,000 for any single claim and in aggregate or another amount specified by Midsumma with reasonable notice. This insurance must cover any single accident or event
- 15.2. The Stallholder must:
 - 15.2.1. Submit the completed Production Form provided by Midsumma by the date stipulated on said Production Form.
 - 15.2.2. Provide copies of any additional permits as requested.
- 15.3. The Stallholder must, where applicable:

- 15.3.1. pay any remuneration, employer superannuation contributions, workers' compensation and/or employee entitlements to the Staff involved in the Stall;
- 15.3.2. ensure the provision of all relevant insurances for the Stall including but not limited to public liability, motor vehicle, sickness and accident and life insurance.
- 15.3.3. These should be:
 - 15.3.3.1. As comprehensive as deemed necessary by the Stallholder
 - 15.3.3.2. As requested by Midsumma (at its sole discretion)
 - 15.3.3.3. As required by law, including local regulations and orders
- 15.4. Provide Midsumma with copies of the certificates of currency for all insurance policies at the time of application or as otherwise requested
- 15.5. Ensure that all third parties delivering to or working at your stall are adequately insured.

16. Travel, Parking and Access

- 16.1. The Stallholder must pay any costs involved in the travel and accommodation involved in the presentation of the Stall.
- 16.2. There is no parking available onsite on the day of Event, including no accessible parking. Stallholders are responsible for finding and paying for parking for their own vehicles.
- 16.3. The Event sites are in close proximity to public transport; trains, trams and buses.

17. Copyright and Licensing

17.1. Recording and Reproduction Rights:

17.1.1. Midsumma shall have the right to record and reproduce images or other recordings of the Stall and the Event, including the Staff's work or any part thereof, in any film or other electronic media.

17.1.2. This includes, but is not limited to, web pages, webcasts, broadcasts and video extracts for use in promotional and publicity material, including sponsor promotion for the Event or the Festival, on television, radio, or other electronic mediums without additional remuneration under these T&Cs.

17.2. Use in Promotional Material:

17.2.1. The recorded and reproduced material may be used by Midsumma for promotional and publicity purposes, including but not limited to web pages, webcasts, broadcasts, video extracts, television, radio, or other electronic media.

17.2.2. This use extends to sponsor promotion for the Event or the Festival, with no additional compensation to the Stallholder or the Staff.

17.3. Consents and Waivers:

17.3.1. The Stallholder must obtain any consents or waivers required by Midsumma under the Copyright Act (1968) regarding any moral rights related to Midsumma's services under this agreement.

17.3.2. The Stallholder agrees to execute such documents as may be reasonably required by Midsumma to ensure compliance with these terms.

17.4. Intellectual Property Rights:

17.4.1. The Stallholder does not acquire any right or title to Midsumma's intellectual property.

17.4.2. Any use, reproduction, or storage of Midsumma's intellectual property, including its name and logo, requires prior written consent from Midsumma.

18. Consequences of Breach

18.1. Midsumma reserves the right, at its sole discretion, to take action if you breach any T&Cs. This may include confiscating any offending items (which will be returned after the event), closing your stall, or requesting that you leave the venue immediately. No fees paid to Midsumma will be refunded under these circumstances.

18.2. You are fully responsible for your own property, including produce, equipment, and materials.

18.3. Midsumma will not be liable for any loss or damage, including but not limited to theft, breakage, flooding, water damage, storm damage, electrical failure, or any other form of loss.

18.4. Midsumma also disclaims responsibility for:

18.4.1. The overnight storage of items at the Venue,

18.4.2. Any loss or damage caused to third parties (including damage to the Venue) resulting from your produce, equipment, materials, or machinery, or those of your employees, volunteers, or agents.

18.5. You agree to indemnify and hold harmless Midsumma, its officers, employees, volunteers, sponsors, and supporters from any liability, loss, damage, or expenses arising from:

- 18.5.1. Your participation in the Event
 - 18.5.2. Any breach of these T&Cs
 - 18.5.3. Any acts or omissions by you, your employees, volunteers, or agents.
 - 18.5.4. Non-compliance with any applicable laws or regulations, whether local, state, or federal.
- 18.6. You, along with your employees, volunteers, and agents, agree to release Midsumma from any claims, actions, liabilities, losses, damages, or expenses related to your participation in the Event.
 - 18.7. Midsumma's total liability to you for any matter related to the Event is limited to the amount of fees you have actually paid to Midsumma under these T&Cs.
 - 18.8. Midsumma will not be liable for any claims related to loss of income, loss of profits, or any special or consequential damages, whether arising from a breach of these T&Cs, negligence, willful acts, omissions, or defaults.

19. Force Majeure

- 19.1. If the Event is affected by circumstances beyond Midsumma's control — including but not limited to flood, riot, fire, government or judicial actions, labour disputes, or 'Act of God' — Midsumma will be excused from fulfilling its obligations under these T&Cs to the extent that the event is prevented, hindered, or delayed by such causes.

20. Infectious Disease Safety Protocol

- 20.1. Stallholders must adhere to any current infectious disease control or safety guidelines issued by the Victorian State Government.
- 20.2. Stallholders are required to stay home if they feel unwell, display symptoms of COVID-19, or have been instructed to isolate due to any other current infectious disease protocols.
- 20.3. It is recommended that Stallholders provide hand sanitiser at their Stall for the safety of all attendees.

21. Special Conditions

- 21.1. Applications selected by Midsumma will be considered officially included in the Event only after Stallholders have submitted and accepted these T&Cs, provided a copy of their Public Liability Insurance Certificate of Currency, and paid all fees in full.
- 21.2. You confirm that the information provided in your application is accurate and truthful.
- 21.3. You acknowledge that you have sought independent legal and financial advice, and that your relationship with Midsumma is that of an independent contractor.
- 21.4. You must adhere to all relevant laws and industry codes, including the Occupational Health and Safety Act 2004 and associated regulations, to maintain a safe working environment.
- 21.5. Some aspects of the Event are still subject to final approvals from various authorities. Therefore, the final format of the Event may differ from previous years.

- 21.6. Any unauthorised or unpaid traders, including those who appear on your stall but were not registered in advance, will be removed from the Venue.
- 21.7. Violations of these T&Cs may result in denial of participation rights in future events.
- 21.8. Midsumma reserves the right to amend these terms and conditions at any time.
- 21.9. The Stallholder may not (either directly or indirectly) claim, exercise or attempt to exercise a right of set off or counterclaim against Midsumma (whether the right is the Borrower's or any other person's) or any other right which might have the effect of reducing the amount owing to Midsumma under these T&Cs.
- 21.10. Save for any additional terms which Midsumma promulgates from time to time and which apply to all Stallholders, these T&Cs contain all the terms on which the Stallholder will occupy the Venue and supersedes all prior communications.
- 21.11. You may not subcontract, assign, or transfer your stall or any part of it to a third party.
- 21.12. These T&Cs are governed by the laws of the State of Victoria. Both Midsumma and the Stallholder submit to the non-exclusive jurisdiction of the courts of that State and any courts with authority to hear appeals from them.
- 21.13. Midsumma reserves the right to end the Event or any part of it at its sole discretion. No compensation will be provided if Midsumma decides to cease the event or any aspect thereof.