

Intersections Performance Procedures

NOTE: This document is for poets desiring to perform in our next show. If this is your first time visiting us, please close this window and return to the Registration Form and click on Option #01 or #03 to complete your ticket buying process.

Intersections is a platform offering poets a safe opportunity to learn from others as they share about who they are.

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THANK YOU, A NOTE FROM THE FOUNDER

Welcome and thank you for your interest in applying for a performance spot in the Intersections Showcase. Our commitment is to you, our future loyal members. As quoted by Eliyahu Goldratt, “Good luck is when opportunity meets preparation...” and Barbara Sher says, “The amount of good luck coming your way depends on your willingness to act.”

Here’s to wishing you the best in your performance and may you find as much joy as possible moving forward in this process.


Before beginning the application process, please read the guidelines below and review the F.A.Q.

Sending you happy thoughts,

-Lavaughn T. Simmons, founder of Burgundy Ink/Intersections/Author Addict

HOW TO APPLY

Applications are submitted through our online system.

1. To begin, please read all of the information on this form.
2. Return to the Registration Form and click the red circle icon with the white envelope in the center of it. 
3. Complete the application and email to: Burgundyink@outlook.com.

If more than one performer is presented, complete a separate application form for each performer.

We consider applications from individuals with original, non-plagiarized, compositions.

Our application requires that individuals provide us with their contact information, which we need in order to conform their performance in our showcase.

All applications must be accompanied with a non-refundable application fee of \$15 and the following supporting documents duly certified (if applicable):

- Current valid Driver’s License or State I.D. Card, (this is required even if you use an alias)
- Most recent picture

FEE PAYMENT POLICY

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida collects application fees within proper guidelines. An application fee of \$15 will be collected at the time of the application submission. Fees are payable by the applicant/ potential performer and are confirmed/signed by the performer.

MODES OF PAYMENT

Payments can be made by: VISA, MasterCard, or PayPal, and Cash App only. (Use the name Lavaughn Simmons or phone number (352) 642-7527 if selecting to use the Cash App method).

REFUND POLICY

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida does not honor a refund. Once the application and application fees are submitted, the next step is the processing. If for some unforeseen reason the applicant demands a refund due to performance issues or personal difficulties, Intersections reserves the right to observe and accommodate the applicants schedule by making adjustments in the showcase lineup, however – a refund will not be granted even in this case.

WITHDRAWAL POLICY

If the applicant withdraws from performing in the Intersections showcase, a refund will not be granted even in this case. If the applicants' application or performance is declined or rejected due to the applicants' inability to adhere the rules and regulations per performer, a refund will not be granted even in this case. However, in the event of a withdrawal, the applicant shall be entitled to immediately withdraw from the Intersections showcase by giving a 24hour – 48hour advance written notice to: Burgundyink@outlook.com.

EJECTION AND DISCIPLINARY MATTERS

The withdrawal and refund policy stated in the above paragraphs/ the Intersections Performance Application, should any applicant be declined, rejected or ejected from the Intersection showcase by Intersections management, security, or law enforcement due to:

- The use of profanity, discrimination or obscenities during performance
- Any political discussions, persuasions, comments, remarks, jokes, etc...
- Missing scheduled approved performances without a cause or advance notification
- Heckling other performances
- Fighting, instigating, or behavior leading up to fights
- Social bribing or manipulation with false intent towards other performers
- Stalking regular performers
- Impolite to fellow competitors: inappropriate jokes, sarcasm, or bullying
- Causing injury towards others
- Threats
- Soliciting
- Interfering with the ejection of another performer for the above listed fences

Applicants and performers may also be ejected due to misconduct and inappropriate dialogue, smoking, drug offence, vandalism, mischief, theft, etc. Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right to eject any applicant or performer who breaks the society's rules, or who, in the opinion of management, is guilty of misconduct prejudicial to the interests of Intersections Spoken Word Society and its members, audiences, judges, visitors, host, musicians, security, staff, and performers.

TIMELINE

Please submit your application at least on or before Monday at 5PM, EST before the proposed event. You are encouraged to apply more than five days in advance, if possible, as we approve applications on a rolling basis.

Applications received after 5PM, EST on Mondays will be considered for the next weeks Intersections proposed showcase event.

We typically review applications within two days of receiving them. You will receive an email indicating that your application has been approved, declined, or is still pending (usually because we need more information). If you have not heard from us one week after submitting your application, please email or call to check on the status of your application.

Do to the high volume of applications we receive, priority will be given to individuals on a first come first served basis.

ELIGIBLE PERFORMERS

Published poets, all genre writers, fiction and non-fiction writers, performance poets are eligible to perform in the Intersections showcases.

OFFICIAL CONTEST RULES

Any individual, who enters, attempts to enter or in any way participates or attempts to participate in any of contests conducted by Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida, each individual is hereinafter referred to as a Participant, agrees to be bound by the terms and conditions provided in these Official Contest Rules which are final and binding in all matters relating to any contest. Some contest will have specific rules developed for them, (Specific Contest Rules). In the event there is a discrepancy or inconsistency between these Official Contest Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

NO PURCHASE NECESSARY

Unless otherwise noted, and not including the performers application fee, no purchase is necessary to enter or win a prize.

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right to cancel, modify, terminate or suspend any contest if the contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such contest. The decision of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida to cancel, modify, terminate or suspend any contest shall be final in all respects.

CONTEST DESCRIPTIONS

All Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida contests will be described through electronic, print or on-air advertising or promotion and governed by these Official Contest Rules unless the contest has Specific Contest Rules developed for it.

CONTEST ELIGIBILITY

Age and geographical requirements: Unless otherwise specified, each contest is open to legal residents of the United States, who are at least 18 years of age or older at time of entry. If a Participant has not reached the age of majority in the jurisdiction in which the Participant resides, they will not be allowed to participate.

PAST PRIZE WINNERS

Participants may only win a contest once every (30) days. However, where a Participant has won a prize valued over \$100, the Participant is ineligible to win another prize for a period of twelve (12) months. Participants who have won an Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida contest in the last thirty (30) days or who have won prizes valued over \$100 in the last twelve (12) months are ineligible.

HOW TO ENTER

Methods: Contest applications may be submitted as advertised or otherwise prescribed by Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida for the contest. Generally, these will involve all or some of the following entry methods:

1. Toll-free telephone
2. Electronic mail
3. Web entry
4. Upload photo/audio file/video

Where entry is available via electronic mail, web or phone, (as applicable) prior to the beginning of the contest.

Entry Period

Applications must be submitted during the time periods advertised or otherwise prescribed for each contest (the entry period) and, unless otherwise stated, will require at a minimum the Participant's name, age and contact information.

Entries Are The Sole and Exclusive Property of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida

All contest applications and entries and/or related submissions become the sole and exclusive property of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida upon transmission. Contest entries will not be returned and may be used by any Contest Entity for purpose whatsoever related to any contest, without additional compensation to the participant or any other individual or entity.

Original Content and Ownership

Each participant, by participating in any contest, represents and warrants that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by participant to enter the contest (the submission). Participant further represents and warrants that they have the right to grant to any third party the right to use, reproduce, distribute, perform, and display any submission. All submissions must have appropriate clearances, permissions and releases prior to uploading/performing or may be eliminated from any contest. Any lyrics, song, poetry or performance submissions must be original material. Any unauthorized material, samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which participant agrees to indemnify, defend and hold Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida harmless. Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida is not responsible for paying any Internet or other music royalties on any submission.

Disclaimer of Responsibility For Entries

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida is not responsible for problems with contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida.

False Fraudulent or Deceptive Entries or Acts

Participants who, in the view of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the contest will be disqualified and subject to criminal prosecution.

SPECIFIC ENTRY-METHOD RULES**DROP BOX ENTRIES**

If a contest accepts entry forms by deposit in an entry box, entries must be deposited in an official entry box by the announced deadline. Unless otherwise stated, no purchase is necessary in order to deposit an entry in the official entry box. Only official entry forms, applications and submissions will be considered, and entries on reproduced forms will be disqualified.

WEB ENTRIES

If a contest accepts web entries, participants must accurately complete all required fields (including, if applicable, following instructions on how to properly submit their audio file, upload a photograph, or upload a video) or the entry will be deemed incomplete and will not qualify.

PARTICIPATION PROBLEM DISCLAIMER

Even if alleged to be caused by the sole or partial negligence of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida or other contest entity, Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida and the other contest entities are not responsible for any problems which affect, or result from, participation or attempted participation in the contest. This includes, but is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information
2. Human errors
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, Internet service, computer systems, servers, utility providers, or software
4. Inability to send a text-message
5. Identity theft
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data
7. Network hackers or other unauthorized access to Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks
9. Printing errors
10. Equipment malfunctions and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

WARRANTIES AND REPRESENTATIONS

By entering and participating in the contest, and consideration thereof, each participant individually warrants and represents to Sponsors that they:

1. Meet the residency age requirements at the time of entry
2. Will be bound by these rules, and by all applicable laws and regulations, and the decisions of the Sponsors
3. Waive any rights to claim ambiguity with respect to these rules

4. They are the sole creator and the owner of submission
5. The submission or any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy)

Sponsor's acceptance and/or utilization of the submission hereunder shall not constitute of participation's representations, warranties and agreements in respect thereof, or a waiver of any of Sponsor's rights or remedies.

RELEASE OF LIABILITY AND INDEMNIFICATION

As for consideration for entering a contest, all participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida, the other contest entities (as described above) and each of their respective direct and indirect affiliates, divisions, parents and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the Released Parties), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful deaths actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

Additionally, as considered for entering the contest, all participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This contest is no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Platform. By submission of any entry, participant releases Facebook, Twitter, Instagram, and all Social Media Platforms from any responsibility or liability for the contest's administration, prizes or promotion. You are providing entry information to the Sponsor and not to Facebook, Twitter, Instagram and all Social Media Platforms.

ODDS OF WINNING

The odds of winning any contest and/or prize will depend upon the number of contest participants.

PRIZES

The actual prizes and value of each prize will vary for each contest. Descriptions of prizes will be announced for each contest separately. No transfer, assignment or substitution of a prize is permitted, except Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right to

substitute a prize for an item of equal or greater value and the approximate retail value of any prize will not be awarded. No substitutions or cash equivalent will be made.

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to an event are awarded as a prize, Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida is not responsible for any cancellation or rescheduling of the event for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize, Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

TAXES

The participant prizewinner is solely responsible for determining and paying all federal, state and local taxes (including and sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

WINNER SELECTION

Prizewinners will be selected per the criteria announced for the contest. If the contest requires the participants to answer trivia, provide information or otherwise perform in some manner to participate and qualify to win, the decisions of Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida and/or judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If a winner is unable to be notified for any reason for any amount of time, the applicable prize may be forfeited and awarded to an alternate winner.

PUBLICITY RELEASE

Unless prohibited by applicable law, participant authorizes and irrevocably grants to Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida and the other Released Parties (as defined above) permission to, from time to time, reference and discuss participant and their participation in the contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida and/or the Released Parties deem proper. Such reference and discussion may involve participant's name and voice, and other personal/biographical material or their participation on-air.

LICENSE

By participating in any contest, Participant irrevocably grants to Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use any submission throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, if applicable, radio and television broadcasts, and capable and satellite transmissions, without payment of any compensation to participate in connection with any contest.

DISQUALIFICATION

All participations agree to be bound by the Contest Rules. Non-compliance with any of these Contest Rules will result in disqualification and all privileges, as a participant will be immediately terminated. Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida, in its sole discretion, further reserves the right to disqualify any person for:

1. Tampering with the entry process or the operation of the contest
2. Gaining an unfair advantage in participating in the contest
3. Obtaining winner status using false, fraudulent or deceptive means
4. Engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior

CAUTION

Any attempt by any participant or any other individual to deliberately circumvent, disrupt or damage ordinary and normal operation of any contest, telephone systems or web site, or undermine the legitimate operation of any contest is a violation of criminal and civil laws. Should such an attempt be made, Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right to seek damages from any such individual to the fullest extent permitted by law.

CONTEST RULES CHANGES AND INTERPRETATIONS

Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right in its sole discretion to supplement or make changes to these Contest Rules as well as the rules of any contest at any time without notice. Intersections – A Spoken Word Society/ Burgundy Ink of Orlando Florida reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

CONTACT US

For events taking place in Orlando, call (352) 642 – 7527 or email Burgundyink@outlook.com

FREQUENTLY ASKED QUESTIONS

Can I pay my application fee by check or money order?

No. However, payments can be made by: VISA, MasterCard, or PayPal and Cash App only. (Use the name Lavaughn Simmons or phone number (352) 642-7527 if selecting to use the Cash App method).

How long will it take before I receive feedback on my application?

We typically review applications within two days of receiving them. You will receive an email indicating that your application has been approved, declined, or is still pending (usually because we need more information). If you have not heard from us one week after submitting your application, please email or call to check on the status of your application. Call (352) 642 – 7527 or email Burgundyink@outlook.com

If I'm ejected from the Intersections showcase for non-behavioral reasons, will I be allowed re-admittance or another opportunity to perform again?

No. Once an ejection has occurred, it is permanently irreversible. This is so, because the ejection was a last resort to provide the applicant/performer an opportunity to correct the fence and to protect others in the process.

Can I read my favorite poem written by a deceased famous poet?

No. We consider applications from individuals with original, non-plagiarized, compositions.

What If I submit a fee and my application, and I'm unable to perform due to an illness, can I have my money back?

No. If for some unforeseen reason the applicant demands a refund due to performances issues, Intersections reserves the right to observe and accommodate the applicants schedule by making adjustments in the showcase lineup, however – a refund will not be granted even in this case.

What is the price of the application fee?

An application fee of \$15 will be collected at the time of the application submission. Fees are payable by the applicant/ potential performer and are confirmed/signed by the performer.

Once I have completed the application, whom do I send it to?

Applications are submitted through our online system. To begin, please return to the Registration Form and click the red circle icon with the white envelope in the center of it. Complete the information on the form and email to: Burgundyink@outlook.com.

REFERENCES

01 – Intersections Performance Procedures, Rules and Regulations, Written By: Lavaughn T. Simmons, Founder of Intersections

02 – Information regarding the Performance Procedures can be found on the company's web site at: www.burgundyink.com

03 – All rights to this document are reserved by: The L.T. Simmons Collection

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