

OFFICIAL RULES AND TERMS | NEXT GEN 2022

No purchase required to enter or win. Persons legally residing in Australia who are at least 18 years of age are eligible to enter and win. Void where prohibited by law. Instructions, prizes, and information on how to enter form part of these terms and conditions. By entering, entrants accept these terms and conditions.

1. **THE PROMOTER:** The Promoter is International Management Group of America Pty Limited (ABN 23 001 788 343) of Level 25, 19 Martin Place, Sydney, NSW 2000.

2. **THE COMPETITION:** Participants will submit all application materials to the Promoter. The entries become the property of the Promoter and will not be returned. The Promoter shall determine winner eligibility in its sole discretion, in accordance with the judging criteria. All decisions made by the judges are final.

3. **THE ENTRY PERIOD:** The entry period for the Contest begins on 6 September 2021 at 8:00AM Australia Eastern Time ("AET") and ends on 30 December 2021 at 5:00PM Australian Eastern Daylight Savings Time ("AEDST").

4. **ENTRANTS BOUND BY THESE OFFICIAL RULES:** Your entry into the Competition constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Promoter, which are final and binding. If you are one of the winners named, delivery of the prize is contingent upon fulfilling all requirements set forth in these Official Rules.

5. **ELIGIBILITY:** The Competition is open to Australian citizens who reside in Australia and who are 18 years of age or older at the time of entry. Employees of the Promoter and each of their affiliates, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate in the Competition. Subject to all applicable Federal, State, and local laws and regulations. Void where prohibited.

- To be eligible to participate in NextGen, an applicant must:
- Be at least 18 years old
- Be an Australian resident
- Reside in Australia
- Have a registered Australian business with an ABN
- Have been in business under one (1) label name for less than five (5) years.
- Incorporate sustainable practises when producing collections. Brand must adapt at least one of the following:
 1. Sustainable materials: set goals for using sustainable materials. For example, GOTS certified organic cotton, Better Cotton, fair trade cotton; recycled or regenerated fibres; sustainable viscose; non-toxic dyes; low water uses etc.
 2. Low waste: address waste in the design room at the pre-consumer stage, through patterns, off cuts, dead stock etc. Implement sustainable packaging solutions
 3. Circularity: consider end of use at the design stage. Solutions include compostable, biodegradable garments and/or circular fibre, takeback schemes, resale/reuse, repair services
 4. Ethical supply chains: be accredited by a third-party certification body such as Ethical Clothing Australia, Fairwear Foundation or Fair Trade or B Corp, operate as a social enterprise and/or partner with an ethical supply chain partner such as Artisans of Fashion, Ethical Fashion Initiative.
 5. Transparency: make public information about sustainability plans, goals, achievements, and work to do.
 6. Social impact: campaigns, giving back. 7. Carbon footprint: detailed plan to reduce carbon footprint.

In addition, the applicant must present credentials and designs that can be applied to at least one (1) of the following categories:

- Ready-to-wear (Menswear, Womenswear and/or Gender neutral), Resort Collections or Eveningwear

5. **HOW TO ENTER:** All designers wishing to apply for Next Gen must complete and submit the application form and required supporting materials. Incomplete applications will not be considered.

6. JUDGES: The Promoter will convene one (1) or more panels of judges to evaluate applications, conduct interview, judge collections, and evaluate applicants. The Promoter reserves the right to substitute or vary the list of named judges during the Competition in its sole discretion. Judging decisions are final and may not be appealed. Applications will be judged according to the following criteria: (1) Business Plan; (2) Clothing Line; (3) Sales and Production; (4) Public Relations/Marketing/Press Kit, (5) Presentation.

7. PRIZE WINNER SELECTION: no less than four (4) winners will be selected.

8. VERIFICATION OF THE POTENTIAL WINNER: If a potential winner fails to sign and return the affidavit of eligibility and liability/publicity release within the required time or is otherwise ineligible, that potential winner forfeits the prize and an alternate winner will be chosen as outlined below.

9. ALTERNATE WINNER: If the potential winner is found to be ineligible, IMG will select an alternate winner. The potential winner will not receive the prize until his/her eligibility and identity has been verified. This process will be repeated until the particular winner is verified.

10. RESTRICTIONS: All entries must be received by the applicable deadlines during the Entry Period. By entering the Competition, you are representing and warranting to the Promoter that your entry does not infringe upon the

intellectual property rights of any third party, including by way of example and not by limitation, any copyright, trademark or patent rights belonging to any third party. Failure to comply with these Official Rules may result in your disqualification from the Competition at the sole discretion of the Promoter.

11. PRIZE: Winners will receive the following:

The right to take part in the Next Gen runway show (**Next Gen Show**) to be held at Australian Fashion Week in Sydney. The Sponsor will provide the following services for the NextGen Show:

- An experienced show producer to manage the production of the entire group NextGen Show (i.e. not for individual show production services);
- Models cast by the show producer. The designers will have the opportunity to provide a creative model brief and the Promoter will use best endeavours to meet the brief subject to cost and availability.
- Hair and makeup services will be provided at the show by the official hair and makeup partners of AAFW
- Next Gen show will be listed on the Official AAFW Schedule and australianfashionweek.com
- The Promoter promote and market the Next Gen Show across digital and social media platforms.
- The Next Gen Show participants will be included in the online Designer Directory for AAFW
- For AAFW 2022 event, DHL Express will provide the following logistic package:
 1. \$2,000 AUD DHL International shipping credits with DHL Express 12-month expiry for each of the four NextGen winners. Totalling \$8,000 AUD
 2. 1 hour phone / zoom meeting with DHL Fashion logistics expert.
 3. Promotion of each winner across DHL social channels (including local and global platforms).

The Promoter reserves the right to appoint sponsors of the NextGen Show and the Competition. Winners are responsible for all travel, accommodation and ancillary (i.e., food and miscellaneous) costs associated with claiming the prize. Also, winners are solely responsible for all taxes and fees associated with prize receipt and/or use including the any and all costs associated with the creation of the collection to be shown at the Next Gen Show. No cash or other substitution, sale, auction, donation, assignment, or transfer of the prize is permitted, except by the Promoter, who reserves the right to substitute the prize with another prize of comparable or greater value that will become effective upon announcement.

12. TRAVEL: All participants taking part in the Competition will be responsible for their travel and accommodation costs associated with taking part in any part of the Competition including any and all ancillary costs, taxes, charges etc.

13. RELEASE: To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the competition and win the prize, you, for yourself, your heirs, next of kin, administrators and executors, forever waive, release and hold harmless (Release) any and all rights, claims, damages, liabilities, costs, attorneys' fees, expenses, and causes of action whatsoever (Claims) that you may have against the Promoter and any sponsors

involved in Next Gen or the Next Gen Show, suppliers, the judges, prize providers and each of their respective related entities and each such released parties' officers, directors, employees and agents. This release covers, without limitation, any claims arising directly or indirectly out of your entry into and participation in the competition, your status as an entrant, finalist and/or a potential and/or actual winner, and/or use or non-use of the prize and includes, without limitation, claims based on personal injury, death, property damage, libel, slander, defamation, invasion of privacy/publicity, portrayal in a false light and any claim relating to the exercise of the publicity rights you have granted to the sponsor hereunder. Further, you hereby release the released parties from any third-party intellectual property claims arising from or in connection with your entry. This release survives the expiration of the competition.

14. PUBLICITY: Except where prohibited, participation in the Competition constitutes your consent to the use by Promoter or any of the Released Parties, their successors and assigns, and their respective officers, directors, employees, agents, and others authorized by them, to use your company name, company trademarks your image and likeness, including without limitation your name, image, voice, quotations, video, or filmed representation, on-camera performance and photographs (Materials) in whole or in part, in all media currently existing or hereinafter created for the purposes of advertising and promotion for the Program and the Released Parties, their products and/or services, without further payment of consideration to you and without obtaining any prior approvals. Participation in the Competition further constitutes your waiver of any moral rights you may have in the Materials. For the avoidance of doubt the Promoter will not divulge any commercially confidential business information relating to a participant's brand or company.

15. COLLECTION AND USE OF PERSONAL INFORMATION: The Promoter will collect personal information from you and the other Competition entrants that will be used by the Promoter in connection with the conduct of the Competition and in accordance with the [Privacy Policy](#) including, but not limited to, notifying you and the other entrants if you are chosen as a semi-finalist or finalist.

16. GENERAL CONDITIONS: The Promoter reserves the right to cancel, postpone, suspend and/or modify the Competition for any reason as determined at the sole discretion of the Promoter. The Promoter reserves the right, at its sole discretion, to disqualify any individual it finds to be: (a) falsifying an entry or providing false information; (b) tampering with the operation of the Competition; (c) in violation of these Official Rules; or (d) acting in a fraudulent or deceptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and should such an attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any of these Official Rules shall not constitute a waiver of that provision. The Promoter is not responsible for (i) lost/delayed entries; (ii) email failures; (iii) any printing errors; or (iv) typographical errors.

17. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by you, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (b) technical failures of any kind, including but not limited to the malfunctioning or unavailability of any computer, cable, network, hardware, software, Internet service or website; (c) unauthorized human intervention in any part of the entry process or the Competition; (d) technical or human error which may occur in the administration of the Competition or the processing of entries; or (e) any injury or damage to persons or property, including but not limited to your computer, hardware or software or your designs, which may be caused, directly or indirectly, in whole or in part, from your participation in the Competition or receipt, redemption or use of the prize.

18. DISPUTES: Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded, other than the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New South Wales; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the New South Wales.