

TERMS AND CONDITIONS

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. The Promoter is International Management Group of America Pty Ltd (ABN 23 001 788 343) of Level 25, MLC Centre, 25 Martin Place, Sydney NSW 2000 ("**Promoter**").
3. The promotional periods commence at 19 October, 2023 and ends at 19 November, 2023 ("**Promotional Period**").
4. Entry is free and open to individuals who are over 18 years of age and an Australian resident. Employees (and their immediate families) of the Promoter and any third parties associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. To be eligible to participate in NextGen, an applicant must:
 - a) Be at least 18 years old;
 - b) Be an Australian resident;
 - c) Reside in Australia;
 - d) Have a registered Australian business with an ABN;
 - e) Have been operating a business under the label name attached to the applicants entry between two (2) and six (6) years; and
 - f) Have a website with an online retail function.
5. To be eligible to win entrants must, 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.
6. 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.
7. The Promoter will review all applications to determine fifteen (15) Finalists for submission to a panel of judges for evaluation. The Promoter reserves the right to alter the total number of finalists in its absolute discretion for reasons including, but not limited to the total number, and quality of applications received.
8. The Promoter will convene one (1) or more panels of judges to evaluate applications, 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) Sketches, (2) Look book, (3) Mood Board, (4) Brand Book or Brand Overview, (5) Stockists and (6) Press Highlights. No less than four (4) winners will be selected, and notified by email on 12 December 2023. In the event that the prize notification email is returned as undeliverable or the winner does not sign and return the affidavit of eligibility and liability/publicity release within three (3) weeks from date of notification, then such prize will be forfeited and an alternate winner will be selected from all remaining (non-winning) eligible entries.
9. All entries must be received by the applicable deadlines during the Promotional 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.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. Multiple entries during the Promotional Period are not permitted.
13. 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.
14. There shall be no less than four (4) winners of the Prize. The winners as selected by the panel of judges who will win the prize. The prize includes the right to take part in the Next Gen runway show ("**Next Gen**").

- Show**) to be held at Australian Fashion Week in Sydney (**Event**). One or more of the sponsors will provide the following services for the Next Gen Show:
- a) an experienced show producer to manage the production of the entire group Next Gen Show (i.e. not for individual show production services);
 - b) models cast by the show producer. The designers will have the opportunity to provide a creative model brief the Promoter and the Promoter will use best endeavours to meet the brief subject to cost and availability;
 - c) hair and makeup services will be provided at the show by the official hair and makeup partners of the Event;
 - d) Next Gen Show will be listed on the Official Event Schedule and the Australian Fashion Week website;
 - e) the Promoter shall promote and market the Next Gen Show across digital and social media platforms; and
15. For the 2023 Event, DHL Express will provide a logistics prize package (**DHL Prize Package**), which will consist of the following:
- a) Each individual winner will receive AUD \$2000 DHL Express international shipping credit for exports from Australia only (**Shipment Credit**);
 - b) A one hour meeting with a DHL fashion expert for each of the four winners, being four hours in total (DHL reserves the right to determine the appropriate time, place and means of any meeting, which may be held by way of electronic means, including Zoom, Skype or similar services); and
 - c) Promotion via DHL's digital channels. (DHL reserves the right to determine channels and frequency used).
16. The Shipment Credit will be validated under the following conditions:
- a) The Shipment Credit is restricted to freight charge only for export shipments from Australia only with DHL Express Worldwide "DOX" and "WPX" (international, documents and non-documents).
 - b) Each shipment should not exceed 70kg in weight and or 120cmx80cmx80cm in dimension per piece.
 - c) The Shipment Credit is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the DHL.
 - d) The Shipment Credit must be used before 26th May 2025. On 26th May 2025 any remaining balance of the Shipment Credit will expire and the Shipment Credit will be valued at \$0.
 - e) The Shipment Credit excludes all surcharges, such as the fuel surcharge, oversize/overweight surcharge and remote area surcharge, and all duties and taxes and other regulatory charges. Payment of these charges is the sole responsibility of either the recipient or the shipper (being the authorised representative of the Eligible Business).
 - f) All Shipments shipped by DHL are subject to DHL's Terms and Conditions of Carriage which may be accessed at http://www.dhl.com.au/en/express/shipping/shipping_advice/terms_conditions.html.
 - g) Without limiting any other rights DHL may have, DHL's liability in relation to this promotion and arising from shipment of the shipment are limited by both these terms and conditions, as well as DHL's Terms and Conditions of Carriage.
 - h) Winners must be vetted by DHL prior to setting up DHL Express account to be eligible for this prize.
17. The Promoter reserves the right to appoint sponsors of the NextGen Show and the Competition.
18. 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.
19. Any ancillary costs associated with taking the prize, other than those included above in paragraph 13 and 14, will be the sole responsibility of the winner. Spending money, any further accommodation, meals, travel insurance, transport to and from departure point and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and his/her companion. Any cancellation fees or changes to the itinerary will remain the cost of the winner. Also, winners are solely responsible for all taxes and fees associated with prize receipt and/or use of the prize.
20. All components of the prize must be taken together or otherwise are deemed to be forfeited. Prize cannot be taken as cash.
21. The prize is subject to the ticket terms and conditions, including any applicable age restrictions. The Promoter hereby expressly reserve the right to eject the winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
22. Total prize is valued at up to \$100,000. The prize is not transferable or exchangeable and cannot be taken as cash.

23. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Entrants consent to the Promoter or any of the Released Parties (defined below) using their company name, company trademarks, their 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 participants brand or company.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. 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.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents), DHL Express and any sponsor involved in Next Gen or the Next Gen Show, suppliers, judges, prize providers and each of their respective related entities and each such released parties’ officers, directors, employees and agents (“**Released Parties**”) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant (independent financial advice should be sought); or (f) use of or participation in the prize (i.e. travel). 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.
29. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
30. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties involved with the Promotion, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities in accordance with the privacy policy available on <https://australianfashionweek.com/privacy-policy> . Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

31. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
32. 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.
33. 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.