

CONDITIONS FOR PARTICIPATION IN WAAH!® INCLUSIVE OF CONTEST RULES

This contract includes the Conditions for Participation in WAAH!® (Wearable Art Awards Holland) and the contest rules.

The Undersigned:

- 1. the close corporation STIC NL, also acting under the name Wearable Art Awards Holland WAAH!®, having its registered office in Alkmaar, The Netherlands, for the purpose of this document represented by Mrs. S. van der Wiel,

hereinafter referred to as: the “Organization”

And

- 2. Mr. /Mrs.*

Initials:

First name:

Last name:

Date of Birth:

Address (in full):

.....

.....

Telephone number:

Email address:

*) delete as appropriate

hereinafter referred to as the “Participant” hereinafter jointly referred to as "parties"

Whereas:

- the event WAAH!® (Wearable Art Awards Holland) will take place in Alkmaar in 2018;
- prior to the event WAAH!® an audition will be held in De Telefooncentrale in Alkmaar on September 1st, 2017;
- by means of this audition the Organization will select fashion designers for their participation in the WAAH!®
- the Organization has laid down rules for the audition and for the participation in the event WAAH!®, inclusive of contest rules, which are laid down in this contract.

Agree as follows:

1. GENERAL INFORMATION AND ADMISSION REQUIREMENTS

1.1 By signing this contract, the Participant declares to have taken express note of, to agree to and to comply with the requirements listed in the admission requirements and the contest rules included in this contract.

1.2 Participation in the event WAAH!® and in the preceding audition (hereinafter jointly referred to as the "Event") shall be in accordance with the WAAH!® admission requirements and the decisions of the jury.

1.3 The Participant's non-compliance with the rules laid down in this contract may lead to the Participant's disqualification.

1.4 The Participant agrees that the Organization is taking every precautionary measure that is required to protect the designs and the costume of the Participant and understands that the Organization cannot be held responsible for actions that are beyond its control. The Organization is not responsible for any direct or indirect damage from whatever cause to the designs and costumes of the Participant. The above does not apply if the damage was caused by gross negligence or intent on the part of the Organization.

1.5 The Participant participates exclusively under his or her own name and not as a collective or a company. The use of company names, logos and/or brand names is not permitted at the audition or at the Event.

1.6 Design teams can consist of one or more but no more than three designers.

1.7 At the time of registration all the participants must be 18 or older. Exceptions are possible in consultation with the Organization.

1.8 Each item may be worn by one or more but no more than three models.

1.9 A single item can participate in only one single category.

1.10 The Organization will supply and assess the models for the stage performances during the Event. This can only be departed from in consultation with the Organization.

1.11 Costumes used in previous contests cannot be reused.

2. PARTICIPATION PROCESS

2.1 The official language of the contest is Dutch and the second language is English. All entries must be submitted in one of these languages.

2.2 Entries shall only be submitted via organisatie@waah.nl before the closing date stated on this website.

2.3 The audition is held on September 1st, 2017 in De Telefooncentrale in Alkmaar. The Participant is aware of the address details of this location and of the time of the audition.

2.4 During the audition the Participant shall present copies of drawings and/or photographic images of the costume and submit those to the Organization. These drawings and/or photographic images shall remain in the possession of the Organization and can be used by the Organization for promotional purposes. Entries/presentations that are not selected will be returned by the Organization to the Participant after the audition.

2.5 All of the participation process steps shall be filled in and completed before the dates mentioned on the site in order for the Participant to be allowed to participate in the auditions.

Participation in the show is allowed after admission on the basis of the audition and after payment of the entry fee.

2.6 The Participant shall provide the Organization with the following:

- A list of all the parts of the costumes that are submitted to and received by the Organization upon dispatch of the designs to the Organization;
- At least three clear, full length pictures of the front, the back and the sides of the finished costume on a model;
- Instructions for how the costume should be worn and how it should be assembled;
- A brief description (no more than 25 words) of the costume for the program and a longer description of no more than 100 words.

2.7 At all times the Organization shall have the right to cancel or reschedule the Event. The Organization cannot be held responsible for direct or indirect damage due to cancellation or rescheduling of the Event.

2.8 The Organization will assess the entries. The Organization decides on the attribution of the awards. The decision of the Organization is binding. Correspondence about the course and/or the results of the contest is not possible.

2.9 All instances that are not provided for in this contract shall be decided by the Organization.

3. ENTRY FEE AND PAYMENT

3.1 The Participant owes a €90 entry fee (VAT inclusive) to the Organization for participation in the Event (inclusive of the preceding audition), for which an invoice will be sent by the Organization.

3.2 The Participant shall pay the invoice referred to in Article 3.1 to the Organization within fourteen days of the invoice date, without any deduction, discount, compensation or debt set off.

3.3 If the Participant fails to meet his payment obligation(s) in time, he, after having been informed of the late payment and after the Organization has allowed the Participant an additional 14-day period to meet his payment obligations, and after failure of payment within this 14-day period, he shall owe statutory interest over the amount still due, and the organization is entitled to charge any out-of-court debt collection fees incurred. These debt collection fees amount to: 15% of outstanding amounts up to €2,500; 10% of the next €2,500 and 5% of the next €5,000 with a minimum of €40. The Organization can deviate from the amounts and percentages listed to the benefit of the Participant.

3.4 The Participant's failure to comply with the payment obligation(s) referred to in Article 3.1 will automatically lead to the Participant's disqualification.

3.5 Restitution of the entry fee referred to in Article 3.1 is never possible. A rejection following the auditions, cancellation of the Event (for whatever reasons) and disqualification of the Participant are not considered grounds for restitution of the entry fee referred to in Article 3.1.

4. TRANSPORT

4.1 The risk of dispatch of the costume to Alkmaar (The Netherlands) and return thereof shall be borne by the Participant at all times.

4.2 The Participant is responsible for the expenses and choice of the packaging of the costume.

4.3 The (return) address for the costume has to be clearly stated on the packaging.

4.4 Insurance of the dispatch and return of the costume are the Participant's responsibility.

5. COSTUME REQUIREMENTS

5.1 Safety of the costume:

- The costume shall be safe for a model to wear;
- The electrical wiring shall be safe and easy to operate;
- The costumes shall not in any way obstruct the vision of the models that wear them;
- The weight shall be equally distributed over the body and be comfortable during a show;
- Headwear shall be properly balanced;
- The use of stilts shall be mentioned at the audition; otherwise they shall not be used.

5.2 Components:

- All entries have to be wearable, i.e. suited for wearing on a human body;
- All components of the costume shall be supplied by the Participant, inclusive of underwear or shoes, if any.
- Each component shall have a label attached to it on the inside, stating the name of the Participant. Unlabeled components will not be accepted or kept by the Organization;
- Perishables should not be used, unless they have been processed well, with the inclusion of animal products, vegetable products or food;
- Special make-up, nail polish or earrings for pierced ears should not be used;
- Costumes have to be suited for choreographic movements and possible exhibitions and shall be fit to be worn more than 20 times.

5.3 Sizes of the Costume

The costumes have to be compliant with the measurements and sizes listed below:

Female

- Height: 170 - 180 cm,
- Bust: 86 - 96 cm, average bra-size: 75B
- Waist: 62 - 70 cm
- Hips: 88 - 100 cm
- Shoe size: US 8.5 - 9.5 / EUR 39 - 41

Male

- Height: 177 - 190 cm
- Breast: 94 - 104 cm
- Hips: 86 - 98 cm (low waist)
- Shoe size: US 10 - 12 / EUR 44 - 46.5

5.4 Costume Height and Width Restrictions:

- Less than 1.5 meter wide on floor level;

- Less than 3 meters in height;
- Must allow the model to go on and off the stage via a 45 degrees incline.

5.5 Participants with award-winning costumes are in the race for a ticket for a visit to WOW New Zealand and possibly to the auditions there. It is therefore very important that the Participant complies with the size requirements listed in Article 5.3.

5.6 The Organization reserves the right to repair, reinforce or adjust a costume in order to preserve it and ensure that it can continue to function during shows. If it appears during the Event that the costume does not meet the quality requirements that the Organization seeks to achieve, then the Organization is authorized to stop the Participant from further participating in the Event.

6. ORIGINAL CONCEPT

6.1 The Participant guarantees worldwide originality of his design.

6.2 The design shall be an original concept, designed and manufactured by the Participant.

6.3 The Participant's entry shall be new and not previously published, shown or made.

6.4 The Participant's entry shall not violate any copyright and intellectual property rights of a third party or third parties. The Organization reserves the right to disqualify the Participant if his design violates the copyright and intellectual property rights of a third party or third parties. The Participant indemnifies the Organization from damages caused by acts of the Participant that are in violation of copyright and intellectual property rights of a third party or third parties.

7. PUBLICATION

7.1 The Participant grants the Organization express permission to take pictures of the costume designed by the Participant for publishing, merchandising or promotional purposes and to make the contacting details of the Participant available to the media for publicity purposes.

7.2 Each image or media sent to the Organization shall become property of the Organization, including images, inspirations and stories; these can be used for promotional and/or media purposes.

7.3 The Organization reserves the right to:

- Take and publish pictures or other images of the costumes, with mention of the Participant, wherever possible, in publications relating to the Organization or its sponsors;
- by its own discretion choose to use all movie, television, Internet or related rights for publicity or any other purpose.

7.4 The Participant shall not be compensated for any form of publication.

8. COSTUME PRESERVATION AND THE RIGHT OF FIRST REFUSAL

8.1 The Participant provides the costume on loan to the Organization, for an indefinite period of time and until further notice; the loan is terminated on the date on which the Organization

chooses to do so.

8.2 The Organization is obliged to take the best possible care of the costume, to keep it in good condition and to only use it in accordance with its designated use.

8.3 Any damages resulting from the loss of or damage to the costume must be borne by the Participant in so far as the Organization can prove that it cannot be blamed for this.

8.4 Without the Participant's permission, the Organization is not allowed to put the costume at a third party's disposal or to let it to a third party, either free of charge or at a fee.

8.5 If the Participant should choose to sell the costume, the Organization shall have the right of first refusal and the Participant is obliged to offer the costume for sale to the Organization.

9. RETURN OF COSTUME

9.1 Non-selected entries shall be returned in consultation with the Participant. The Organization shall attempt to contact the Participant at the shortest possible notice in connection with the costume once it is ready to be returned.

9.2 The Participant is responsible for keeping the Organization up to date of his contact details. The Organization shall use the details that were last made known to it to arrange for the return of the costumes.

9.3 If the Organization cannot elicit contact with the Participant, then, after three attempts in a four-week period (via telephone, email or regular mail), the Participant's costume shall become the property of the Organization.

ALKMAAR, date

Signed for approval,

The Participant

The Organization

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