

## WOW™ Competition Terms & Conditions

### 1. Introduction

- 1.1. This section sets out the terms and conditions of entry for the World of WearableArt™ Awards (also known as the WOW™ Awards) held by World of WearableArt™ Limited (“WOW™”). Please read these terms and conditions carefully as each designer will be required to accept them in full before their entry will be accepted by WOW™.
- 1.2. Failure to comply with any part of these terms and conditions (as determined by WOW™ in its absolute discretion) may, at the discretion of WOW™, result in the designer’s disqualification from the WOW™ Awards. For the avoidance of doubt, disqualification can occur either prior to or after judging and/or awarding of the WOW™ Awards.
- 1.3. WOW™ collects and uses the designer’s personal information in accordance with its privacy policy (a copy of which can be found [here](#)). By entering into the WOW Awards™ the designer is consenting to the collection, storage and use of its personal information in accordance with such privacy policy. A summary of the uses by WOW™ of personal information it collects from designers is set out at Clause 12.2.

### 2. Entry Requirements

- 2.1. The following provisions set out entry requirements in respect of the WOW™ Awards:
  - (a) Designers must enter under their own names and not as a collective or a business.
  - (b) Design teams can consist of no more than three designers (and any reference to ‘designer’ in these terms and conditions will include all members of a design team).
  - (c) Entrants must be 18 years of age or over as at 28 March 2018.
  - (d) Designers can submit multiple entries.
  - (e) An entry can be submitted into one competition section only. For example, the same garment entry cannot be entered into both the Avant-garde and Open sections.
  - (f) An entry can be designed for a maximum of three models to wear.
  - (g) WOW™ will supply all models for judging and on-stage performances.
  - (h) No trade marks, logos or brand names can be used in an entry, except for those of WOW™ or one of its major sponsors with their approval and sign off.
  - (i) An unsuccessful entry previously entered in the competition cannot be entered again in a subsequent year unless altered by 85%.
  - (j) An entry that has been shown in another competition prior to entering WOW will be accepted.

- (k) WOW asks that designers do not actively promote their WOW entries publicly or publish images or video footage of their entries during the competition process until after the WOW Awards ceremony.
- 2.2. All designers agree to accept and abide by the decisions or other rulings made by:
- (a) the judges in relation to the WOW<sup>™</sup> Awards; and/or
  - (b) WOW<sup>™</sup> in relation to the WOW<sup>™</sup> Awards and/or these terms and conditions,

Any such decision of the judges and/or WOW<sup>™</sup> will be final and not be open to challenge by the designer.

### **3. Entry Process**

- 3.1. This Clause 3 sets out the requirements that each designer must comply with when submitting an entry for the WOW<sup>™</sup> Awards.
- 3.2. The official language of the competition is English and all entries must be submitted in this language.
- 3.3. Entries must be made online at [www.worldofwearableart.com](http://www.worldofwearableart.com) before the closing date.
- 3.4. The physical garment submitted to WOW<sup>™</sup> must be the same as the photographic images supplied with the online entry form.
- 3.5. All steps must be completed in the online entry form as instructed for an entry to be valid.
- 3.6. First-time New Zealand entrants and ALL international entrants must complete Step 2 of the entry application (Preselection). A first-time entrant is a designer who has never had an entry selected for a WOW<sup>™</sup> Awards Show.
- 3.7. Designers must supply WOW<sup>™</sup> with:
  - (a) a signed hard copy of these terms & conditions (to be enclosed when packing entry);
  - (b) a list of all garment components for each entry submitted to WOW<sup>™</sup>;
  - (c) at least three full-length clear photographic images of the front, back and sides of the finished garment worn on a model; and
  - (d) dressing instructions explaining how the garment should be worn and how to put it on.
  - (e) the following information regarding their garment:
    - (i) a title for the garment (56 characters max);
    - (ii) a list of the main materials used in creating the garment (40 characters max);
    - (iii) a short description/inspiration for the garment (100 characters max) to be used in the show programme; and

- (iv) a longer description/inspiration for the garment which should be the story behind the garment including the inspiration(s) for the garment and the process and materials used in the construction of the garment.

#### **4. Awards Criteria**

- 4.1. All entries are eligible for the themed section awards.
- 4.2. First time entrants entering with a design partner who has been selected for a previous WOW™ Awards show are not required to complete Step 2 (Preselection) and are not eligible for the First-Time Entrant Award.
- 4.3. For an entry to be eligible for the First-Time Entrant Award, all members of a design team must be first time entrants.
- 4.4. To be eligible for the Student Innovation Award, all members of a design team must be current tertiary students or have graduated within the 12 months before 28 March 2018 and each must provide a copy of their most recent student identification when the garment is submitted to WOW™.
- 4.5. To be eligible for the Sustainability Award, 85% of the garment must be made from recycled materials and, at the allocated place in the online entry form, the designer must provide a written explanation of how and to what extent they have recycled the materials used in their entry.
- 4.6. To be eligible for the Wearable Technology Award, the garment must demonstrate innovative and original use of technology in construction and/or processes and the designer must provide a written explanation of how and to what extent they have used technology innovatively in their entry, at the allocated place in their online entry form.
- 4.7. The country a designer is from is determined by the country such designer is a citizen or permanent resident of as at 28 March 2018.
- 4.8. For an entry to be eligible for the New Zealand Design Award, all members of a design team must be citizens or permanent residents of New Zealand.
- 4.9. For an entry to be eligible for one of the Wellington International Regional Awards, all members of a design team must be citizens or permanent residents of the same region: United Kingdom & Europe, Americas, Asia, Australia & Pacific.

#### **5. Freight**

- 5.1. Designers are responsible for all the costs of freighting their garment to and from Nelson, New Zealand, unless they are using the Mainfreight-sponsored freighting option.
- 5.2. All packaging required for a garment is the responsibility of the designer.
- 5.3. Boxes must have a return address clearly marked. Please note, WOW™ may not be able to return a garment in the same box that it was sent in.
- 5.4. It is the designer's responsibility to insure their property from the time of its dispatch through to its ultimate return.

5.5. When shipping entries to New Zealand the designer must include a signed copy of these terms and conditions (and in the case of a design team, it must be signed by all members of the team) and is responsible for:

- (a) ensuring any biological material is properly declared and meets the requirements for entry into New Zealand;
- (b) establishing if any entries using animal or plant products comply with the Convention on International Trade in Endangered Species (CITES); and
- (c) paying any additional fees or customs charges that may be incurred.

## 6. Garment Requirements

6.1. This Clause 6 sets out various requirements that all garments submitted by designers must comply with. Failure to comply with these requirements may result in a garment not being allowed entry into the WOW™ Awards.

### 6.2. Garment Safety

- (a) The garment must be safe for a model to wear and perform in.
- (b) Models must be able to see clearly and breathe easily while wearing the garment onstage under stage lighting.
- (c) Garment weight must be evenly distributed over the body and comfortable to perform in.
- (d) Headpieces must be fitted and well balanced.
- (e) All footwear must be robust, well balanced and safe for the model to wear.
- (f) WOW reserves the right to disqualify an entry at any stage of the competition if a garment is considered in any way to be unsafe or unwearable due to poor construction or weight of garment.
- (g) Electrical wiring must be safe and simple to operate in New Zealand. WOW™ encourages designers creating entries with electrical components to have them checked by a qualified electrician prior to sending them to Nelson for judging. If WOW™ deems that the electrical components are unsafe, they will not be used.
- (h) The following components submitted with an entry will not be used:
  - (i) stilts;
  - (ii) roller skates or roller blades; or
  - (iii) any hard materials with raw edges e.g. glass, ceramics, plastic, metal.

### 6.3. Entry Components

- (a) All entries must be wearable, that is, able to be worn on the human body. Garments must be made to withstand transportation, potentially strong choreographic movement, being worn more than 20 times and possible display in WOW™ exhibitions.
- (b) All items the model is required to wear as part of the entry must be supplied by the designer, including footwear and visible undergarments.
- (c) If a garment incorporates electrical components the designer must supply batteries.
- (d) For the Bizarre Bra section, only the bra is required. WOW will provide additional garments and accessories for all selected Bizarre Bra entries.
- (e) There must be a concealed label on the inside of each component (including accessories) which includes the designer name and entry name. WOW™ takes no responsibility for garments which have been submitted unlabeled.
- (f) Do not use perishable materials, unless properly treated, including animal products, plant products and food. Components submitted using organic materials that may disintegrate will not be accepted.
- (g) Do not supply make-up, nail polish or earrings for pierced ears.
- (h) WOW™ reserves the right to repair, reinforce or adjust a garment to preserve the garment and ensure it can continue to function throughout the course of any performances or museum display.

### 6.4. Garment Dimensions

Garments must be made to fit the following sizes and dimensions:

- (a) Female:
  - (i) Height: 170cm – 180cm
  - (ii) Bust: 86cm – 96cm, bra size 10B -12B
  - (iii) Waist: 63cm – 73cm
  - (iv) Hips: 92cm – 102 cm
  - (v) Shoe size: NZ/US 8.5 – 9.5, Eur 39 – 41

- (b) Male
  - (i) Height: 180cm – 190cm
  - (ii) Chest: 93cm – 105cm
  - (iii) Waist: 81cm – 93cm
  - (iv) Hip: 95cm – 107cm
  - (v) Shoe size: NZ/US 10 – 12, Eur 44 – 46.5
- (c) Garment Height & Width Restrictions
  - (i) When worn by a model, the garment must be easily able to enter and exit the stage via a 1.5m wide, 12 degree ramp.
  - (ii) The garment must be less than 3 metres in height or length
- (d) A Bizarre Bra entry must be a bra that fits the breast, not a bustier.

## **7. Garment Imagery**

- 7.1. The designer grants WOW™ a perpetual, irrevocable right to photograph, film or take other footage of their garment for the purpose of featuring or including the garment, anywhere in the world, in:
- (a) advertising, promotional and marketing material of any format including but not limited to print, film and digital; and
  - (b) merchandise of any type including but not limited to programmes, clothing, posters, images, films and other broadcast and media formats.

Wherever possible, WOW™ will acknowledge the designer in any publication, merchandising and/or promotional material which contains images and/or footage of a designer's garment.

- 7.2. WOW will photograph all finalist entries for inclusion in the WOW Show Programme in a standard style, pose and composition that is directed by WOW.
- 7.3. The designer grants to WOW™ a worldwide, royalty free, perpetual, transferable licence to use any images or media sent to WOW™ (including images, inspirations and stories) for promotional, merchandising, exhibition and/or media purposes, with no cost.
- 7.4. If a designer provides WOW™ with images owned by a third party, they must seek written confirmation from the owner of the images that the owner consents to the granting of the licence by the designer to WOW™ under Clause 7.3 prior to WOW™.

## **8. Garment Ownership and Responsibility**

- 8.1. Subject to the purchase of a garment in accordance with Clause 9 (Garment Retention) below, the designer retains ownership of any garment submitted to WOW™.

- 8.2. Subject to compliance with Clause 6.3(d) (Entry Components), WOW™ will be responsible for the safekeeping of garments from the point that WOW™ takes possession of such garment provided that:
- (a) WOW™ will not be liable for any damage or loss caused as a result of events outside the reasonable control of WOW™; and
  - (b) subject to Clause 8.2(a), WOW's™ maximum liability as a result of, or arising from, any damage to, or loss of, a garment however caused shall not exceed one thousand New Zealand dollars (NZD1,000).

In the event a designer believes the loss or damage they would suffer in the event of damage to, or loss of, their garment would or may exceed one thousand New Zealand dollars (NZD1,000), WOW™ recommends any such designers take out appropriate insurance in respect of their garment.

## **9. Garment Retention**

- 9.1. Upon the payment of the acquisition prize money WOW™ may elect to have ownership transferred to WOW™ in respect of the Supreme WOW™ Award winning garment, Runner Up to the Supreme WOW™ Award and all section and special award winners.
- 9.2. In the event the designer's garment is selected for the WOW™ Award Show, the designer grants to WOW™ the right to retain its garment for up to 15 months following the show season for use in promotion of WOW™ including exhibitions at the National WOW<sup>®</sup> Museum and Nelson Classic Cars Museum and external functions and promotions and off-site exhibitions.
- 9.3. Each designer grants to WOW™ a first option to purchase any garment for inclusion in the WOW™ historical collection.
- 9.4. If, in the future, there is insufficient storage space or another reason why WOW™ cannot retain a garment as part of the WOW™ historical collection, WOW™ will attempt to contact the designer (by telephone and email using those details provided by the designer) and give the designer two months to choose to have his/her garment returned at the designer's cost. If WOW™ does not receive a response from, or is otherwise unable to get in contact with, the designer within the said two month period or the designer elects not to have their garment returned, WOW™ will remove the garment from its collection, recycling the garment where possible.
- 9.5. While the intellectual property of any garment purchased in accordance with this Clause 9 (Garment Retention) will remain with the designer, both WOW™ and the designer undertake not to reproduce or replicate the garment or authorise any third party to do so without the prior written consent of the other party. There may be occasions where WOW™ wishes to replicate or reproduce the garment for display in travelling shows, international exhibitions and the like. In the event any such occasion arises, WOW™ will, subject to the designer providing its consent to such replication or reproduction, consult with designer in respect of the means to undertake, and the methods used in the performance of, any such work.

## **10. Garment Returns**

- 10.1. Unsuccessful New Zealand entries will be returned to designers by 30 September 2018.

- 10.2. Unsuccessful international entries (who use Mainfreight's sponsorship arrangement) will be returned to Auckland by 30 September 2018 for forwarding to the depot of origin on the next available transport, as determined by Mainfreight.
- 10.3. Unsuccessful International entries (who sent at their own cost) will be contacted directly by 30 September 2018 to arrange payment for the return of their garment.
- 10.4. Selected New Zealand entries will be returned to designers by 31 January 2019 with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.5. Selected international entries (who use Mainfreight's sponsorship arrangement) will be returned to Auckland by 31 January 2019 for forwarding to the depot of origin on the next available transport, as determined by Mainfreight with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.6. Selected International entries (who sent at their own cost) will be contacted directly by the 31 January 2019 to arrange payment for the return with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.7. It is the designer's responsibility to ensure their contact details are current in WOW's online designer database as WOW™ uses these details to arrange the return of garments.
- 10.8. If WOW™ is unable to contact the designer to arrange return of a garment after three attempts (by telephone and email using those details provided by the designer), or does not receive any response from the designer, over a two month period, WOW™ will remove the garment from its collection, recycling the garment where possible.

## **11. Original Creation**

- 11.1. It is a requirement of entry into the WOW Awards™ that a designer's garment:
  - (a) is an original creation;
  - (b) must comply with the Copyright and Trade Mark Guidelines (a copy of which can be found [here](#)); and
  - (c) does not infringe, or pose a risk of infringing, the intellectual property rights of any third party.
- 11.2. WOW™ may determine in its absolute discretion whether a garment complies with the requirements of Clause 11.1. In the event that WOW™ determines that a garment does not so comply at any stage in the competition process, including after the awards have been assigned, it may disqualify the designer from the WOW Awards™ and/or revoke any awards or prizes that may have been awarded or given in respect of the garment. In the event of an entry being disqualified, the prize money must be returned to WOW. WOW may choose to reassign the award to the runner up.



11.3. The designer warrants and represents that its garment:

- (a) is an original creation;
- (b) was made by the designer; and
- (c) does not infringe, or pose a risk of infringing, the intellectual property rights of any third party.

The designer will upon demand reimburse WOW<sup>™</sup> in full for all losses, liabilities, damages, expenses and costs incurred by WOW<sup>™</sup> arising out of or related to a breach of the warranties and representations given by the designer in this Clause 0 (Original Creation). For the avoidance of doubt, amounts that may be claimed by WOW<sup>™</sup> from the designer include (but are not limited to) the costs of investigating, defending and/or settling any action, claim or demand).

## **12. Use of Personal Information by WOW<sup>™</sup>**

12.1. Clause 12.2 provides a summary of the uses by WOW<sup>™</sup> of the personal information it collects from designers. The Designer acknowledges that Clause 12.2 is for information purposes only and that the designer is required to review, make its own assessment of, and consent to, WOW<sup>™</sup>'s full privacy policy (a link to which can be found at Clause 1.3).

12.2. How WOW<sup>™</sup> uses a designer's personal information will depend on the purpose for which it is collected. Generally, WOW<sup>™</sup> collects and holds the personal information a designer provides to identify and contact the designer and send any information to the designer that it has requested. In addition, WOW<sup>™</sup> will use a designer's personal information:

- (a) to contact the designer in relation to the World of WearableArt<sup>™</sup> Awards including providing the designer with information and returning any property (such as garments) that the designer has submitted to WOW<sup>™</sup> as part of entry to the competition (and this will involve providing the designer's personal information to WOW<sup>™</sup>'s logistics partner (currently Mainfreight) to enable any such return of property);
- (b) to provide the designer with information regarding WOW<sup>™</sup> including sending the designer its periodic newsletter;
- (c) for the purposes of promoting the World of WearableArt<sup>™</sup> Awards which may include providing the designer's email address and phone number to the media;
- (d) in the event the designer is an international entrant (i.e. the designer does not reside in New Zealand and is not a New Zealand citizen), to notify the embassy of the designer's country of origin of the designer's entry into the World of WearableArt<sup>™</sup> Awards to give them an opportunity to host the designer in the event the designer attends the World of WearableArt<sup>™</sup> Awards; and
- (e) for archival purposes which involves maintaining a record of all entrants to the World of WearableArt<sup>™</sup> Awards.