

## **HEART OF CHRISTMAS WEARABLE ART COMPETITION AND EXHIBITION TERMS AND CONDITIONS**

### **1. Introduction:**

- 1.1 This section sets out the terms and conditions of entry to the HeART of Christmas Competition and Exhibition. 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 Downtown Tauranga.
- 1.2 Failure to comply with any part of these terms and conditions (as determined by Downtown Tauranga in its absolute discretion) may, at the discretion of Downtown Tauranga, result in the designer's disqualification from the HeART of Christmas Competition and Exhibition.
- 1.3 Downtown Tauranga will collect and use the Designers personal information as part of the entry process and to have with the design when on display. A Designers contact details will not be given to a third party without your permission. By entering the HeART of Christmas Competition and Exhibition the Designer is consenting to the collection, storage and use of personal information.

### **2. Entry Requirements**

- 2.1 The following provisions set out entry requirements in respect of the HeART of Christmas Competition and Exhibition:
  - a. Designers must enter under their own names and not as a collective or a business
  - b. Designs can be done by a team but any reference to 'Designer' in these terms and conditions will include all members of the design team
  - c. Entrants under 18 years of age must have signed consent from a parent or guardian who agree to be responsible for the delivery of the final item and any monies given in advance of the design being made
  - d. Designers can submit multiple entries
  - e. Downtown Tauranga will supply the mannequin to be used for the final design and this must be used
  - f. No trademarks, logos or brands can be used in any entry without the express permission of the owner of said trademark, logo or brand.
  - g. Designers are asked not to actively promote their entry into the competition or final design if chosen to be part of the exhibition publicly or publish images or video footage until after the exhibition is on display
- 2.2 All designers agree to accept and abide by the decisions or other rulings made by:
  - a. The judges in relation to the HeART of Christmas Competition and Exhibition and/or
  - b. Downtown Tauranga in relation to the HeART of Christmas Competition and Exhibition and/or these terms and conditions

Any such decision of the judges and/or Downtown Tauranga will be final and not open to challenge by the Designer.

### **3. Entry Process**

- 3.1 This section sets out the requirements that each designer must comply with when submitting an entry into the HeART of Christmas Competition and Exhibition.
- 3.2 Entries must be received before the closing date.
- 3.3 If chosen to make your design for the exhibition the physical garment submitted to HeART of Christmas Competition and Exhibition must be the same as the sketch and described design supplied as part of the competition.

3.4 All sections on the entry form must be completed as instructed for the entry to be valid

3.5 Designers must supply:

- a. Designers must sign the entry form acknowledging that they have read and understood these terms and conditions
- b. Supplied a list of all garment components
- c. The following information regarding their garment:
  - (i) A title for the garment
  - (ii) A list of the main materials used in creating the garment (40 words or less)
  - (iii) A short description/inspiration of the garment (100 words or less)
  - (iv) If chosen for the exhibition provide a further 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. **Freighting**

4.1 Designers are responsible for all the costs of freighting or delivering their final garment and mannequin to the offices of Downtown Tauranga (Tuskany Agency, 58 Devonport Road, Tauranga).

4.2 If freighting they should ensure that their garment and mannequin is well packed and if damaged come to the offices of Downtown Tauranga (as above) to make repairs.

#### 5. **Garment Requirements**

5.1 This section 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 HeART of Christmas Competition and Exhibition.

5.2 Garment Safety

- a. The garment must be safe to be put on the mannequin and be in a public place on display
- b. Garment weight must evenly distribute over the mannequin to ensure balance and that mannequin will not topple over
- c. Downtown Tauranga reserves the right to not allow an entry at any stage of the competition or exhibition if a garment is considered in any way to be unsafe or unable to be displayed due to poor construction or weight of garment or does not fit the brief
- d. Should your design require anything electrical (eg: fairy lights as part of the design) the electrical wiring must be of original nature and not cut and spliced in any way and should be able to be powered by battery. If the wiring is deemed unsafe in any way it will not be used as part of the exhibition.
- e. Any hard materials such as glass, ceramics, plastic or metal must not have raw edges or the ability to cut or protrude to cause injury or damage.

5.3 Entry Components

- a. All entries must be able to fit the mannequin that will be provided. Garments must be able to withstand being moved around on the mannequin (moved outside and back in each day in some circumstances for example) and garments must be robust enough to last the full exhibition.
- b. If the garment incorporates any electrical components they must be battery operated and the Designer must supply the batteries as part of their completed design.
- c. Do not use perishable materials including animal products, plant products and food. Components using organic materials that may disintegrate will not be accepted as part of the final design.
- d. Downtown Tauranga reserves the right to repair, reinforce or adjust a garment to preserve the garment and ensure it can continue to function throughout the exhibition.

5.4 Garment Dimensions

- a. Garments must be made to fit the mannequin

- b. Garment height and width restrictions
  - (i) When on the mannequin the garment must be easily able to fit through a normal width doorway both through height and width
  - (ii) The garment length must fall no lower than the base unit on the mannequin. If you have a train on your garment it must be able to be clipped up for moving and must not be longer than 1 metre when extended

## 6. **Garment Ownership**

- 6.1 Downtown Tauranga has full ownership over the garment once the Designer accepts the mannequin and the \$500.00 is paid into their account
- 6.2 Once the Designer signs the contract and accepts the \$500.00 to build their design, they personally guarantee to deliver by no later than Thursday 21<sup>st</sup> November 2019 the completed garment on the provided mannequin to Downtown Tauranga at which time:
  - a. Downtown Tauranga will have full ownership rights over the garment and the design thereof
  - b. If the garment is not to the design or standard submitted Downtown Tauranga reserves the right to have the Designer redo the garment to the required standard and design within a timeframe agreed at the Designers own cost, unless an alteration had already been agreed prior by both parties
  - c. If the garment is not supplied in time for the start of the exhibition on Saturday 23<sup>rd</sup> November the Designer will fully reimburse Downtown Tauranga all monies paid, the full \$500.00, and the mannequin will be returned to Downtown Tauranga by 29<sup>th</sup> November 2019 at the latest
  - d. Should the Designer not meet their obligations under 6.2c the Designer will also reimburse Downtown Tauranga for any and all losses, expenses or costs incurred which, but are not limited to, the costs of investigating, defending and/or settling any action, claim or demand

## 7. **Imagery, Marketing & Promotion**

- 7.1 The Designer grants Downtown Tauranga (as Downtown Tauranga is deemed the owner of the garment) perpetual, irrevocable right to photograph, film or take other footage of the garment for the purposes of featuring or including the garment 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 flyers, brochures, posters, images, videos and other broadcast and media formats
  - c. Use on social media including but not limited to Facebook, Instagram and Twitter
  - d. Designers details may be given to media for editorial pieces before, during and post exhibition. Designers will be contacted first to ensure they are happy to be interviewed

Where possible Downtown Tauranga will acknowledge the Designer in any publication, merchandising and/or promotional material which contains images and/or footage of the Designers garment.

## 8. **Garment Display**

- 8.1 Downtown Tauranga will endeavour to display the garment as intended and to the instructions given by the Designer, however Downtown Tauranga reserves the right to alter any garment to ensure it fits with the Garment Requirements as set out in section 5.
- 8.2 Each garment on display will have a plaque that will have the name of the Designer and a short description of the garment and inspiration, as part of the exhibition.