

SHEIN BELLA Unsigned Model Search Competition
("Search")

Terms and Conditions

1. Information on how to enter the Search and available prizes and how they can be won forms part of these terms and conditions. By participating in the Search, you agree to be bound by these terms and conditions.

Entry to the Search and Eligibility

2. The Search commences on **Friday 1st October and ends on Sunday 31st October 2021 at 11.59pm** ("Search Period"). All entries must be submitted during this time.
3. The Search is conducted and organised by Bella Management Pty Limited ("Bella" or "the Organiser").
4. You must be aged 18 years or over to enter. Entry is open to Australian residents who are over 18 years old regardless of Age, Gender, Size, Ethnicity, Religion, Ability or Sexual Preference. Entrants must be willing and able to enter a management representation contract with Bella Management. Subject to being so willing and able, entrants must **not** be represented by a modelling agency at the time they enter the Search.
5. You must live in one of the following states to enter the Search competition: Victoria, New South Wales, ACT, South Australia, Northern Territory, Queensland, Western Australia and Tasmania.
6. You can enter by completing the entry form on the Bella Management website. The entry information must include your first name, last name, date of birth, address, telephone number, email address and emergency contact or next of kin details. The entry will also require you to answer the questions: are you currently signed to a modelling agency; what are your hobbies and interests; why do you think you would be a good role model for the Bella Unsigned Model Search; what is your number one confidence tip; and what is your dream for the future? Your online entry form must be accompanied by a three photographs of you:- one x head shot; one x full length casual; and one x full length dressed to impress; and a runway video to show how you move. All information provided must be truthful and accurate or you will be disqualified.
7. Only one entry per person will be permitted. In order to be a winner you must not be represented by another model agency and must be available to participate in any/all events that arise as a result of becoming a finalist and potentially a winner.
8. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; or (h) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded and you will be disqualified from the Search. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded and you will be disqualified from the Search.
9. The Organiser 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. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. The Organiser is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Organiser for any reason whatsoever.
11. Any costs associated with entering the Search are the entrant's responsibility with the exception of necessary interstate travel to attend the Bootcamp and Runway Event and any events that arise for both the Bella Unsigned Model Search and Mercedes-Benz Fashion Week in Melbourne on the specified dates.
12. Entries will not be returned. No responsibility will be taken by the Organiser if an original entry is lost or damaged.
13. You warrant to the Organiser that your entry (including any photographs you provide with it) is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licenses, rights, consents and permissions to use and authorize the Organiser to use all copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of your entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Search.
14. You indemnify the Organiser against all claims, losses and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
15. You grant to the Organiser an irrevocable, worldwide and perpetual licence to use your entry (including any photographs or other content you provide with it) in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Organiser may amend, edit, select, crop, retouch, add to or delete from any part of your entry in its sole and absolute discretion.
16. The Organiser will not be liable for any breach of copyright in connection with your entry (including any photograph you provide with it). You will be solely responsible your entry and the consequences of submitting it and will indemnify the Organiser against all claims, losses and costs in connection with your entry.
17. The Organiser may use and may permit others to use your entry (including any photograph you provide with it) at its absolute discretion, including in connection with a story or feature on the Search to be published in any of its print or digital publications, without further remuneration or reference to you.

Conduct of the Search competition, judging and award of prize

18. Finalists will be announced on Friday 5th November 2021.
19. The Winners announcement will occur on:

Date: Thursday 18th November

Venue: TBC

Time: TBC

20. The Search is a game of skill; chance plays no part in determining the Winners. Each entry will be individually judged based on merit and not chance or luck. The judges' decision will be final and binding on every person who enters. No rights of appeal or any correspondence will be entered into in relation to those decisions.
21. The judging of entries at the Search judging will be conducted by a panel of judges appointed by the Organiser in its sole discretion on the date of and at the location of that Search.
22. A panel of judges, appointed by the Organiser, will select up to 5 winners of the Search ("Winners"), In determining the winners, the judges will have regard to any matters they, subject to any law, consider fit in their sole discretion and may include the winners' overall performance throughout the Search. The Winners will be notified by email and/or telephone using the contact details provided on their entry and all names will be made public on the Bella Management websites and social media channels. The Winners' names and photographs will be published across various media channels. You expressly consent to your name being published if you are a Winner.
23. The six winners of the Search must ensure that they are available to participate in event which is to take place on Thursday 18th November 2021; time and location to be confirmed. This is also subject to any movement or border restrictions that may be in force at that time, which may require those events to be postponed. Winners will be required for about a 5 hour call on this day. The details of the participation in this event will likely include prior fittings, rehearsals and pre-event publicity activities, details of which will be provided to the winners in writing post the announcement of their winning the competition.
24. Each of the Winners will be required to attend a photo shoot during the course of the 12 months following the Search (with those dates being subject to change). If a Winner cannot attend that location on the relevant date, that person will forfeit their entry and an alternative Winner will be selected by the panel of judges appointed by the Organiser. The photographs from the photo shoot will likely be featured on the respective brand website/s or other as the brief dictates.
25. Each Winner must sign a 3-year exclusive representational management contract with Bella Management if one is offered to them. If a Winner, for any reason, refuses to sign that contract, that person will forfeit their entry and an alternative Winner will be selected by the panel of judges appointed by the Organiser.
26. Each entrant acknowledges that the Organiser will conduct an online public vote of the entrants via the Bella Management website to assist in the selection of the People's Choice Winner of the search. The public vote will commence on TBC and close at 11.59pm AEST/AEDST on TBC. The results of the public vote will not be determinative of the Winner but will be one matter that the judges take into account in selecting the People's Choice Winner. Without limiting any other consent provided under these terms and conditions, **each entrant expressly consents to their name, image and biographical information being used in connection with the public vote.**
27. Entrants must not offer any person any incentive to vote for them. The Organiser reserves the right to verify the validity of votes and to disqualify any entrant who tampers with the voting process. The Organiser accepts no responsibility for any votes not received by the Organiser or delays in the

Commented [RM1]: Below it says that all winners get the offer. This should be confirmed.

delivery of votes due to any reason whatsoever. A vote will only be counted as being received once it has been received by the Organiser and not when it was sent. The Organiser accepts no responsibility for late, lost or misdirected votes.]

28. Each Winner's prize includes a 3-year contract to Bella Management and Portfolio shoot up to the value of \$1,200
29. The People's Choice Winner will separately receive a portfolio shoot to the value of \$1,000.
30. The Winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other offer.
31. If, for any reason, a Winner does not take the prize at the time stipulated by the Organiser, the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize. No other prize will be given.
32. If a prize, or part of a prize, is unavailable, the Organiser may substitute an alternative prize to substantially the same recommended retail value and/or specification.

Other matters relating to your participation

33. By entering the Search, you understand and agree that you may be approached by Bella Management and given the opportunity to sign up for representation by Bella Management. Representation by Bella Management is subject to the standard terms and conditions of representation of Bella Management and any legislative requirements.
34. You may be filmed, photographed or interviewed by the Organiser - Bella Management, City of Melbourne - Mercedes-Benz Fashion Week or attending media at the Search competition judging or on other occasions in connection with your entry in the Search.
35. You will participate and co-operate in any further activities requested in connection with your entry in the Search, including being filmed, photographed and/or interviewed and agree to being contacted by the Organiser (or any related entity) for the purpose of any such further activity.
36. You will sign any additional release or consent requested by the Organiser or any related entity.
37. You may appear in any print or digital publication of the Organiser and you consent to the use of your name, likeness, voice and biographical material in connection with any such publication.
38. You consent to the Organiser exploiting all rights in and to any film, photographic or other works including your appearance, and acknowledge that the Organiser may exploit those rights in any way and in any place and in any media worldwide.
39. You release and indemnify the Organiser and its partners, servants and agents from any claim by or on behalf of you and arising out of any loss, damage, accident or injury to you as a result of your entry in the Search and the exercise of the rights granted in these terms and conditions.

Commented [RM2]: This is covered above.

Commented [JM3]: Section 4 of the ACL provides that a representation as to a future matter (including the doing or refusing to do any act) is misleading unless the representor has reasonable grounds for making the representation.

That includes contractual promises made in agreements such as these.

Thus, you **must** ensure such prizes are able to be and *are* offered to all winners. To avoid potential dispute, you should be as detailed as possible with respect to the prizes that will be given. For instance, which Runway Event will winners be entitled to take part in? Which Shine Products can the \$500 be used for? What does the portfolio shoot entail?

Terms relating to Bella Management

40. If you are the recipient of a representational contract with Bella Management (either a Finalist who is offered such a contract or the Winner/s), the following terms and conditions apply.
41. The recipient acknowledges that the contract will grant Bella Management exclusive rights to represent him/her in her modelling and promotional activities in Australia and Worldwide and he/she will not be able to enter into any arrangement for similar work with any other modelling agency without written approval of Bella Management during the relevant period.
42. The recipient acknowledges that the contract is an arrangement between Bella Management and him/her and that the Organiser is not a party to that contract and has no rights or liabilities under it.
43. Each person to whom a representational contract is offered must obtain their own legal advice, and otherwise by signing the contract will be representing to Bella Management that they have entered into the contract on their own free will and voluntarily.
44. *Each* Winner acknowledges that he/she will be an ambassador for Bella Unsigned Search for a 3 -year period from the date of his/her announcement as winner. The Winners to make themselves available for shoots throughout the year (at dates and times to be determined by the Organiser) and to participate in features and contributions.
45. The Winners must sign all legal documentation (including but not limited to any Bella Management Pty Ltd. partner) as provided to them by the Organiser with the form of that's documentation to be determined by the Organiser in its complete discretion.
46. Each Winner agrees to be interviewed and photographed by the Organiser at times and places nominated by the Organiser for a feature on the Search to be published across various media outlets, online, print publications and its associated websites and digital platforms (and elsewhere as determined by the Organiser). All control relating to any such story or feature will remain with the Organiser at all times.
47. Each Winner acknowledges that they will not necessarily be the only person featured in the feature and that some aspects of the promotion and reporting of the Search may not feature him/her. The Organiser makes no representations as to the amount of exposure the Winners (or any other participant in the Search) will receive as a result of participation in the Search and may use or not use the Winners' names, images and likenesses at its discretion.
48. The Winners (and each other participant in the Search) warrants that all statements made by him/her in connection with the feature or otherwise in connection with his/her participation in the Search will not be false or misleading and will be true in substance and in fact.

Commented [RM4]: Isn't Bella the organizer??

General

49. The Organiser may refuse to allow any entrant or Winner to take part in any or all aspects of the Search if the Organiser determines, in its absolute discretion, that he/she is not in the mental or physical condition necessary to be able to do so.
50. For the avoidance of doubt, each entrant irrevocably consents to the Organiser using his/her name, image and biographical information in and in connection with the Search.

51. The Organiser accepts no responsibility for any loss incurred in the event that any scheduled event associated with the Search is cancelled, postponed or rescheduled for any reason whatsoever.
52. The Organiser's decision in relation to all aspects of the Search is final and no rights of appeal are allowed or correspondence will be entered into.
53. In the event of unforeseen circumstances, war, pandemic, act of government or any authority, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Organiser may cancel, terminate, modify or suspend the Search. If this occurs, all prizes may be cancelled in the Organiser's discretion.
54. 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 or similar applicable laws ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Search; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Search; (ii) any technical difficulties or equipment malfunction (whether or not under the Organiser's control); (iii) any theft, unauthorised access or third party interference; (iv) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
55. Subject to the Non-Excludable Guarantees, the Organiser makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
56. The Organiser collects personal information ("PI") to conduct the Search and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Search is conditional on providing this PI. The Organiser undertakes to protect all PI with the utmost care and confidentiality. In addition to any use that may be outlined, the Organiser may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Organiser and direct any complaints regarding treatment of your PI to the Organiser. All entries become the property of the Organiser.

Commented [JM5]: Australian Privacy Policy 6 prohibits use of a person's personal information for a purpose other than the purpose for which it was collected. This rule does not apply if the person consents or would reasonably expect the personal information to be used for a secondary purpose.

Thus, if other uses of entrants' personal information is intended, this must be incorporated into Paragraph 55 and consent for such use must be obtained.

Commented [JM6]: Australian Privacy Policy 11 requires reasonable steps to be taken to protect personal information from misuse, interference, loss, unauthorized access, modification and disclosure.

Thus, it is incumbent upon you to ensure that personal information is securely protected. This could potentially mean ensuring that those to whom such information is disclosed acknowledge that they understand the requirements of the Privacy Act before such disclosure is made.