

1. STANDARD TERMS

- 1.1 Information on “how to enter” and details of prizes form part of conditions of entry.
- 1.2 If you enter the Face of Façon (competition), you agree to be bound by the terms and conditions of entry.
- 1.3 The Promoter is Façon Magazine, 26 Greenway Street Wickham NSW 2293

2. WHO CAN ENTER

- 2.1 You can enter the Competition if you are an Australian resident of at least 13 years of age at the date of the Face of Façon Model Search 2020 finals that you may attend. Proof of age and residency may be required before collecting a prize.
- 2.2 You cannot enter the Competition if you or any immediate family member works for the Promoter, associated companies and agencies and participating outlets.
- 2.3 Entrants under the age of 16 must obtain the prior permission of a parent or guardian 18 years of age or older to enter.
- 2.4 The Promoter reserves the right to verify parental consent if an entrant’s entry form is unsigned. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner’s parent or guardian to accept responsibility for the acts and forbearances of the Winner. The release must include the full name, address and telephone number of the Winner’s legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the Winner’s entitlement to the prize, subject to State and Territory legislation.

3. HOW TO ENTER

- 3.1 You may only enter once into the 2020 Face of Façon Model Search.
- 3.2 Entry into the competition is as follows: filling in the entry form online at www.faconaustralia.com
- 3.3 All entries must include two headshots and full body shot, without makeup.
- 3.4 Your entry form and your photograph become the property of Façon Magazine. They will not be returned.

4. KEY DATES

- 4.1 The competition opens June 18, 2020 and closes September 1, 2020
- 4.2 The Semi Finalists will be announced on September 8, 2020
- 4.3 Semi Finalists will then submit video by September 19, 2020
- 4.4 Finalists will be announced on October 3, 2020
- 4.5 The editorial shoot and workshop event will take place at Façon studios in Newcastle on October 24, 2020
- 4.6 The finalists will be notified of the Winner on November 26, 2020 and announced publicly in Façon Magazine Summer Issue launching December 3, 2020
- 4.7 Dates are subject to change. Visit www.faconaustralia.com for up to date details.

5. SELECTION PROCESS

- 5.1 The Judges will select the semi finalists based on their entry form and images provided and will be notified by a representative of Façon prior to the announcement on social media and web
- 5.2 The finalists will be selected based on their overall appearance and video submitted. The finalists will be notified by a Façon representative prior to the announcement on social media
- 5.3 The winner will be notified November 26, 2020 and announced publicly in the Façon Magazine Summer Issue.
- 5.4 The finalists are required to take part in the editorial shoot and workshop event at the Façon studios in Newcastle on October 24, 2020.

6. PRIZES

- 6.1 Each Finalist will receive:
A professional fashion editorial shoot (hair and makeup provided on the day) and a CHIC Model Management workshop valued at \$2,500
- 6.2 The winner will receive:
A development contract with CHIC Model Management
A test shoot in Sydney with CHIC Model Management to the value of \$600. An editorial shoot to appear in Façon Magazine.
- 6.3 Prizes are not exchangeable, transferable or redeemable for cash.
- 6.4 Apart from those costs stated above, all other costs relating to entering and competing in the Competition are the entrants' responsibility. Finalists and the Winner must be accompanied by their parent or guardian to all events if they are under the age of 18.

7. IMPORTANT CONDITIONS REGARDING PRIZES

- 7.1 If you enter the Competition, you agree that, if you are a finalist you will appear in the magazine
- 7.2 If you are the winner, you **MUST** sign a representational development contract with CHIC Management and feature in an editorial with Façon magazine.
- 7.3 The Promoter makes no guarantee that CHIC Management will offer the Winner a contract.

8. DISQUALIFICATION

- 8.1 Façon Magazine reserves the right to verify the validity of entries.
- 8.2 In addition to the right to disqualify set out in any other clauses, Façon can disqualify an entrant if:
 - a) their entry includes materials that Façon considers to be objectionable or defamatory;
 - b) they tamper with the entry process or enter more than once;
 - c) they submit an entry that does not comply with these conditions;
 - d) they work for (or have a family member that works for) Façon, it's related Companies or any Companies associated with the Competition;
 - e) they have done paid commercial modelling work within 6 months of the start of the competition;
 - f) they (and their parent or guardian for entrants under the age of 18) do not sign any form that may be required to be signed by Façon from time to time
 - g) they (or their parent or guardian for entrants under the age of 18) withdraw their consent to that person being in the Competition;
 - h) Façon has reason to believe that person has breached any of these conditions;
 - i) they have, in the opinion of Façon, engaged in conduct in entering the Competition, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Façon or the Competition;
 - j) the person is engaged in any unlawful or other improper misconduct
 - k) the person is engaged in any misconduct calculated to jeopardise the fair and proper conduct of the Competition; or
 - l) for any other reasonable grounds.

- 8.3 Façon reserves the right to recover damages or other compensation from anyone who is disqualified.
- 8.4 If you are disqualified, you must return all prizes to Façon. CHIC Management have the right to terminate any agreement that they may have signed with you.

9. NO LIABILITY

- 9.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders our ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Façon may in its absolute discretion cancel the competition and recommence it from the start or any point that Façon considers reasonable under the same conditions.
- 9.2 Façon and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; during the judging, whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or in relation to failure of an entry to be received on the website on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this promotion.
- 9.3 The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Entries are considered as being submitted at the time they are received by the Promoter. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.
- 9.4 Façon reserves the right to refuse to allow any prize winner to take part in any or all aspects of the prize, if Façon determines, in their absolute discretion, that the prize winner is not in the mental or physical condition necessary to be able to participate in the prize.
- 9.5 Façon reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing.
- 9.6 The Judges' decision in relation to any aspect of the Competition is final and binding on each person who enters.
- 9.7 Chance plays no part in determining the winner. Façon and the Judges will NOT enter into correspondence with anyone about the result of the Competition.

10. COPYRIGHT

- 10.1 All entrants, including the Semi Finalists, Finalists and the Winner, agree to grant Façon a perpetual and non-exclusive licence to use all photographs and videos taken of them during the Competition and all other material created for the purposes of the Competition in all media worldwide. You agree that Façon is able to do this without asking your permission and you are not entitled to receive any money for

such use by Façon. This includes but is not limited to your photo appearing in Façon Magazine.

11. FILMING

- 11.1 You may be filmed, photographed or interviewed by Façon, media outlets or CHIC Management on the day of the screenings, or on other occasions in connection with your entry in the Competition;
- 11.2 You will participate and co-operate in any further activities requested in connection with your entry in the Competition, including being filmed, photographed and/or interviewed and agree to being contacted by Façon (or any related entity) for the purpose of any such further activity;
- 11.3 You will sign any additional release or consent requested by Façon or any related entity;
- 11.4 You may appear in any program or publication of Façon or any related entity and you consent to the use of your name, likeness, voice and biographical material in connection with any such program or publication, and publicity or promotion of the program or publication, including without limitation, in connection with the program or publication's internet site;
- 11.5 Façon and its related entities owns and controls all rights in and to any film, photographic or other works including your appearance, and may exploit those rights in any way and in any place and in any media worldwide;
- 11.6 Your appearance in the program or publication may be edited at our discretion;
- 11.7 We are not obliged to include you in any program or publication;
- 11.8 You may not seek injunctive release against Façon (or its related entities or any servant or agent of Façon and its related entities) or restrain us from making and exploiting any program or publication.
- 11.9 You release and indemnify Façon and its related entities, its 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 Competition and the exercise of the rights granted in this Agreement;
- 11.10 You assign to Façon and its related entities all present and future rights in the entire copyright (and all other present and future rights including rights as a performer) throughout the world in all media in perpetuity in any film, photographic or other works associated with your entry in the Competition.

12. TRAVEL

- 12.1 All travel relating to entry including travel to Sydney for the test shoot with CHIC will be at the expense of the winner.

13. PRIVACY

- 13.1 All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
- 13.2 Façon Magazine is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences.
- 13.3 Façon may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Façon. In addition, by entering this competition, you consent to Façon using

your personal information for the purpose of Façon and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Façon from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.