

## CONDITIONS OF ENTRY: GIRLFRIEND MODEL SEARCH 2017

### 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 Girlfriend Model Search Competition 2017 (Competition), you agree to be bound by the terms and conditions of entry.
- 1.3 The Promoter is Pacific Magazines Pty Ltd (“*Pacific*”), Media City, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).

### 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 Girlfriend Model Search 2017 Screenings (“Roadshow”) that you are attending. Proof of age and residency may be required before collecting a prize – this proof must be in the form of legally issued documentation and Pacific reserves the right to request further proof for any reason.
- 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 18 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.
- 2.5 Entrants may be with an agency at the time of their entry into the competition but must not have done any paid commercial modelling work six months prior to the competition (ie in the six months to 01/07/17).

### 3. **HOW TO ENTER**

- 3.1 You may only enter once into the 2017 Girlfriend Model Search.
- 3.2 Entry into the competition is as follows: filling in the entry form appearing in either the *Girlfriend* Winter 2017 issue or handed out by *Girlfriend* staff on the day of the Roadshow in any State, and returning an original entry form (not a copy) to a member of Pacific’s staff on the day of the Roadshow in any State.
- 3.3 When you enter at one of the Roadshows, your photograph will be taken by a member of Pacific’s staff. Your photograph will be taken only ONCE unless there is a technical fault or at the judge’s discretion – please do not ask for more than one photograph to be taken.
- 3.4 Your entry form and your photograph become the property of Pacific. They will not be returned.

### 4. **DATES FOR ENTRY**

- 4.1 You can only enter the Competition by going to one of the five Roadshows scheduled as follows:
  - Western Australia: 9AM Saturday 1<sup>st</sup> July at Westfield Carousel (queue opens at 8:30am)
  - South Australia: 9AM Saturday 8<sup>th</sup> July at Westfield Marion (queue opens at 8:30am)
  - Queensland: 9AM Saturday 15<sup>th</sup> July at Westfield Garden City (queue opens at 8:30am)
  - New South Wales: 9AM Saturday 22<sup>nd</sup> July at Westfield Chatswood (queue opens at 8:30am)
  - Victoria: 9AM Saturday 29<sup>th</sup> July at Chadstone Shopping Centre (queue opens at 8:30am)Venues and dates are subject to change. Check [www.girlfriend.com.au](http://www.girlfriend.com.au) for up to date details.

4.3 States included for the entry purposes of this competition are WA, SA, QLD, NSW, VIC. Entrants into the competition from NT, TAS and ACT may enter at any of the Screenings that are convenient for them. Entrants do not have to enter in their state of residence but any travel costs associated with their entry into the competition is at the entrant's own expense.

## 5. **WHAT HAPPENS AT THE SCREENINGS**

5.1 On the day of the Roadshow in each state, the Judges will decide who will be one of the six state finalists (although exact number of State Finalists remains at the judges' discretion) (**State Finalists**). If you are one of the State Finalists, Pacific will notify you in person on the day of the Roadshow for that state.

5.2 After the Roadshows, the Judges will meet and will select 6 National Finalists, who will be asked to proceed to the national finals (**National Finalists**).

5.3 If you are one of the National Finalists, Pacific will notify you by phone by August 04, 2017. Your name and photo will also be published in the Spring 2017 issue of *Girlfriend* magazine and online at [www.girlfriend.com.au](http://www.girlfriend.com.au).

5.4 Please note that the Competition is based on skill; chance plays no part in selecting the winner. The State Finalists and National Finalists will be judged based on individual style and appearance.

## 6. **WHAT HAPPENS AT THE NATIONAL FINALS**

6.1 If you are one of the National Finalists, you MUST be able to attend the finalist photo shoot in Sydney on August 7-9, 2017, (date subject to change) for a photographic shoot (**Final Shoot**). If you cannot attend on the dates specified by the promoter, you will be disqualified and the Judges will select another National Finalist.

6.2 If you are one of the National Finalists you must, within two days of notification, provide Pacific with a consent form signed by you AND if you are under 18, your parent or guardian aged 18 years or older. If you do not or cannot provide this release, you will be disqualified and the Judges will select another National Finalist.

6.3 Pacific will arrange and pay for one return economy airfare from the National Finalists' nearest Australian capital city to Sydney (valued up to \$600) for each of the National Finalists to attend the Final Shoot.

6.4 Each National Finalist under 18 must be accompanied by their parent or guardian; they must accompany the Finalist at their own expense.

## 7. **FINDING THE WINNER**

7.1 The Judges will select the Girlfriend Model Search 2017 winner (**Winner**) on August 25, 2017 based on their overall performance throughout the competition and at the Final Shoot and their overall appearance.

7.2 The Winner will be announced in the Summer 2017 issue of *Girlfriend* magazine and online at [www.girlfriend.com.au](http://www.girlfriend.com.au).

7.3 This winner is required to attend on the specified date of the Winner Announcement (exact date TBC).

7.4 Pacific will arrange and pay for one return economy airfare from the winner's nearest Australian capital city to Sydney (valued up to \$600) to attend the Winner Announcement.

## 8. **PRIZES FOR STATE FINALISTS**

Each State Finalist will receive the following:

A prize pack (or voucher equivalent) from Priceline Pharmacy	30 @ approx. \$100 each = approx. \$3,000 (6 finalists in each state, 30 packs total)
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**9. PRIZES FOR NATIONAL FINALISTS**

9.1 Each National Finalist will receive the following –

A representation contract (on standard terms) with CHIC Model Management for 24 months	Not able to be valued (To be determined between CHIC and the winner/s)
If not a NSW or ACT resident, one return economy airfare from their nearest capital city to Sydney during August 2017 for Finalist's Shoot	Up to \$600 each = up to \$3,600 total, depending on number of non-NSW and non-ACT resident National Finalists and distance travelled
Hair and makeup for the Final Shoot	\$150 each = \$900 total
Finalist's photographic shoot in Sydney which will result in an appearance in the <u>Spring 2017 issue</u> of <i>Girlfriend</i> magazine	Valued up to \$5,000
A prize pack from Priceline Pharmacy	Approx. \$500 each = approx. \$3,000

**10. PRIZES FOR THE WINNER**

10.1 The Winner will receive the following –

An opportunity to meet with the NEXT Agency in one of its 6 overseas agencies regarding model representation	One return economy class flight from the winner's nearest Australian capital city to one of 6 overseas agencies and 4 night's accommodation (All components combined valued up to \$5,000.)
If not a NSW or ACT resident, one return economy airfare from their nearest capital city to Sydney in November / December 2017 for the Winner Announcement	Up to \$600 depending winner's state of residence
A photographic shoot for 2 fashion features to appear in <i>Girlfriend</i> magazine to be published at editorial discretion	Valued up to \$5,000
A prize pack from Priceline Pharmacy	Approx. \$1,000

**11. TOTAL PRIZE POOL VALUE**

11.1 The total overall prize pool valued approx. \$27,100 as at 04/04/17.

11.2 Prize values are based upon the recommended retail prices as at 04/04/17 (inclusive of GST). Pacific accepts no responsibility for change in prize value between this date and the ultimate prize redemption date.

11.3 Prizes are not exchangeable, transferable or redeemable for cash.

11.4 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, at their own expense.

11.5 Finalists, including the Winner, who receive airfares as part of their prize are responsible for all travel to and from the airport in their nearest capital city. NSW and ACT winners will not receive flights to and from Sydney. Flights for the Winner to one of NEXT Agency's 6 overseas agencies must be taken within a 12-month period of the winner announcement date, unless otherwise agreed to by CHIC and *Girlfriend*.

11.6 You are advised that tax implications may arise if you win any prizes and you may need to seek independent financial advice prior to acceptance of that prize.

**12. IMPORTANT CONDITIONS REGARDING PRIZES**

- 12.1 If you enter the Competition, you agree that, if you become one of the National Finalists, you MUST sign a representational contract with CHIC Management. That contract will be in place for 24 months and you cannot accept work for any other agency during that time, subject to any future agreements with NEXT Agency.
- 12.2 If you become a National Finalist and do not sign the representational contract with CHIC Management, you are not able to continue in the competition. You will be disqualified and the Judges will select a replacement National Finalist. You will not be entitled to any prizes and must return the prizes that have been delivered to you.
- 12.3 If you enter the Competition, you agree that, if you become the Winner, you MUST, if offered, sign a representational contract with NEXT Agency. That contract will be in place for 24 months and you cannot accept work for any other agency during that time, subject to any agreements with CHIC Management.
- 12.4 If you become the Winner and do not sign a representational contract, if offered by NEXT Agency overseas, you will be disqualified and the Judges will select a replacement Winner. You will not be entitled to any prizes and must return the prizes that have been delivered to you. In addition, CHIC Management has the right to terminate any agreement it may have signed with you as a National Finalist.
- 12.5 The Promoter makes no guarantee that NEXT Agency will offer the Winner a representational contract.

### **13. DISQUALIFICATION**

- 13.1 Pacific reserves the right to verify the validity of entries.
- 13.2 In addition to the right to disqualify set out in any other clauses, Pacific can disqualify an entrant if:
  - a) their entry includes materials that Pacific 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) Pacific, 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 Pacific from time to time, including without limitation the form required under clause 2.4;
  - 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) Pacific has reason to believe that person has breached any of these conditions;
  - i) they have, in the opinion of Pacific, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Pacific 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.
- 13.3 Pacific reserves the right to recover damages or other compensation from anyone who is disqualified.
- 13.4 Clause 13.2 applies even if you are selected as a State Finalist, a National Finalist or the Winner. If you are disqualified, you must return all prizes to Pacific. CHIC Modelling Agency and/or NEXT Agency have the right to terminate any agreement that they may have signed with you.

### **14. NO LIABILITY**

- 14.1 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, Pacific may in its absolute discretion cancel the competition and recommence it from the start or any point that Pacific considers reasonable under the same conditions.
- 14.2 Pacific 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.
- 14.3 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. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
- 14.4 Pacific reserves the right to refuse to allow any prize winner to take part in any or all aspects of the prize, if Pacific 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.
- 14.5 Pacific reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing.
- 14.6 The Judges' decision in relation to any aspect of the Competition is final and binding on each person who enters.
- 14.7 Chance plays no part in determining the winner. Pacific and the Judges will NOT enter into correspondence with anyone about the result of the Competition.

## **15. COPYRIGHT**

- 15.1 All entrants, including the State Finalists, the National Finalists and the Winner, agree to grant Pacific a perpetual and non-exclusive licence to use all photographs taken of them during the Competition and all other material created for the purposes of the Competition in all media worldwide. You agree that Pacific is able to do this without asking your permission and you are not entitled to receive any money for such use by Pacific. This includes, but is not limited your photo appearing in *Girlfriend* magazine.

## **16. FILMING**

- 16.1 You may be filmed, photographed or interviewed by Pacific, Seven (a related company of Pacific), Priceline Pharmacy or CHIC Management on the day of the screenings, or on other occasions in connection with your entry in the Competition;
- 16.2 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 Pacific (or any related entity) for the purpose of any such further activity;
- 16.3 You will sign any additional release or consent requested by Pacific or any related entity;
- 16.4 You may appear in any program or publication of Pacific 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;
- 16.5 Pacific 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;
- 16.6 Your appearance in the program or publication may be edited at our discretion;
- 16.7 We are not obliged to include you in any program or publication;
- 16.8 You may not seek injunctive release against Pacific (or its related entities or any servant or agent of Pacific and its related entities) or restrain us from making and exploiting any program or publication.
- 16.9 You release and indemnify the Pacific 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;
- 16.10 You assign to Pacific 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.

## **17. TRAVEL**

- 17.1 In the event that for any reason whatsoever a finalist or winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 17.2 Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the finalists and the winner (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, airport taxes (including departure taxes), fuel surcharges, energy surcharges, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the finalists / winner at check-in to the hotel, for all incidental charges.
- 17.3 By entering the competition, and by collecting a prize, the finalists and the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
- 17.4 Accommodation in overseas destination is twin share standard room. Accommodation will not be provided for the Sydney prize events. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities for the flight to New York (or other overseas destination) include Sydney,

Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. Eligible capital cities for the Sydney events include Melbourne, Brisbane, Adelaide, and Perth.

- 17.5 The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
- 17.6 Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au). Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

## **18. PRIVACY**

- 18.1 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. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), 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. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific 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 Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific 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.