

# FASHIONCLASH

## General Terms and Conditions

### 1. Dates and participation

1.1 The Event will be held on October 9<sup>th</sup> 2018 and the exhibition will take place from October 1<sup>st</sup> till October 7<sup>th</sup> 2018.

1.2 FC reserves the right at all times, due to unidentified circumstances, or if the organization of the Event requires it, to change the dates and times of the Event specified above, in exceptional circumstances, to alter the concept of the event or to cancel the event. FC will, in any of these cases, take responsibility to inform the Participant of the reason for the measures taken and, wherever possible, will consider any request after consultation with the Participant. If any such cases as described above take place the Participant will not be entitled to claim any form of compensation for any costs incurred and/or loss or damage suffered as a result.

1.3 Changes to dates and times as referred to in this article will not entitle the Participant to cancel his application wholly or partly.

### 2. Presentation

FC is responsible for the overall construction, appearance and design of the event and the exhibition. It is mandatory to discuss any potential alterations with FC beforehand and will not always be permitted by FC. FC reserves the right not to present the work or to present the work in another way with the purpose to contribute to the general appearance of the event.

### 3. Promotion

3.1 FC is solely responsible for the promotion of the Event and will do its

utmost best to ensure equal, unbiased promotion of each Participant and their contribution as well as the various program items.

3.2 FC however will not be accountable when certain media outlets do not choose to cover a contribution of a Participant.

### 4. Copyright

4.1 FC is the proprietor of all intellectual property rights relating, in anyway, to the Event. This also includes the whole FC brand (such as; name, logos and all event imagery). FC also reserves the right to use all the intellectual property of the Participants for the catalogue.

4.2 FC may grant the Participant the right to use the brand (such as; name, logos and all event imagery) for individual promotional use. In such cases FC is entitled to demand that the trademarks and/or pictures can only be used in the form provided by FC. The Participant may not use these trademarks and/or pictures for purposes other than to promote or distort them in any way.

4.3 Breaching the conditions contained in paragraph 2, the Participant shall immediately, at FC's first request, cease use of the trademarks and/or images concerned.

### 5. Fee and payment

5.1 Every finalist will receive a fee to the value of 350 euro to use for collection development, the mood board, collection book, travel expenses, overnight stays, material, shipment, insurance and all other costs made in relation to the 'Fashion Makes Sense Awards'.

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5.2 Additional (international) banking costs are on behalf of the participant.

5.3 The fee as stated in paragraph 5.1 will be paid at the end of the Event.

5.4 Should the Event be cancelled; all Participants shall receive their participation fee solely after FC has received the work for which the fee was meant.

### 6. Liability

6.1 FC nor any of its representatives, partners or sponsors are liable for any damage, directly or indirectly sustained by the Participant, his personnel or his visitors, this also includes operating loss, theft, destruction or any other cause, if such loss is caused by third parties.

6.2 FC is not liable for indirect and/or consequential damages, including, but not limited to, loss of profits and loss of turnover, whatever the cause of these damages may be.

6.3 The Participant holds FC harmless against any claim by third parties regarding the loss of items, however named, caused by the Participant himself, his personnel or his visitors.

6.4 If the participant wants to be insured for the damages mentioned in this article he/she must provide appropriate insurance for himself/herself for the duration of the Event.

6.5 If the participant wants to ship items to the FC headquarters for the Event, he/she is responsible for the cost of custom taxes and duties on international packages outside the European Union.

### 7. Subletting

It is not permitted for a participant to assign or sublet his/her participation to third parties without asking FC's written approval prior to the sublet. If the Participant decides to violate this clause, the Participant will have to pay FC a non-negotiable 2.000,- euro fine.

### 8. Sponsors

8.1 FC has sponsor and partner relationships with several magazines and businesses. Participants are not allowed to make their own sponsorship agreements with companies or organizations regarding his/her creative work that will be constructed, except when the participant in question has received written permission of the FC team. In any other situation or circumstance FC reserves the right to demand that the agreement with the sponsoring company be cancelled.

### 9. Applicable law and jurisdiction

9.1 The agreement between FC and the Participant, which includes these general terms & conditions, is governed by the laws of the Netherlands.

9.2 All disputes arising out of or related to the agreement between FC and the Participant, must exclusively be brought before the competent judge of the Court of Maastricht, the Netherlands.

### 10. Privacy

10.1 Please be aware that by signing this document, you agree to possibly feature in pictures taken during the Fashion Makes Sense Awards and give permission to FASHIONCLASH to use this data as

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promotional material on the  
FASHIONCLASH website, our social media  
platforms, as well as press.