## CFW'S 2017 BOCK THE BOCKTHE SEARCH

## **Rules and Regulations**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The Rock the Runway Model Search and Competition<sup>™</sup> is governed by these Official Rules and is subject to all applicable U.S. federal, state, and local laws. Void where prohibited.

**ELIGIBILITY:** Rock the Runway Model Search and Competition<sup>TM</sup> is open to male and female residents of the 48 contiguous United States and Washington D.C. Child models must be 3 - 10 years of age. Adult females must be 13 years of age or older and meet the minimum height requirement of 5'7" tall without shoes. Adult males must 13 years of age or older and meet the minimum height requirement of 5'10" tall without shoes. Eligible entrants who are under 18 years old must have parent or legal guardian's permission to apply. Rock the Runway Model Search and Competition<sup>TM</sup> is owned & produced by Dez Inc.'s Charleston Fashion Week<sup>®</sup>.

By participating, Entrants agree to be bound by these Official Rules and Regulations and the decisions of Charleston Fashion Week<sup>®</sup> which are final and binding on matters relating to the Rock the Runway Model Competition<sup>TM</sup>.

**HOW TO ENTER:** Entrants must register by completing the official online entry form at <u>www.charlestonfashionweek.com/models</u>. Only those Entrants that submit the entry processing fee and an online application will be guaranteed an audition time at the model casting calls. Entrants must include one headshot and one full-body shot in JPG format (the "Images"), and complete all required registration fields as designated by an asterisk (\*) on the entry submission page, hereafter collectively referred to as "Entry". For participant's Entry to be valid and in order for their Entry to be eligible for a casting call audition time, Entrant must acknowledge reading, accepting, and agreeing to the terms and conditions set forth in these Official Rules and Regulations. Entries must be received no later than 11:59 p.m. (EST) on Monday, September 12, 2016. Rock the Runway is not responsible for any charges incurred in conjunction with the submission of Entries. All Entries submitted must be original, truthful, and without copyright restrictions. All Entries become the unrestricted property of Charleston Fashion Week<sup>®</sup>.

ILLEGAL, OBSCENE OR OTHERWISE INAPPROPRIATE IMAGES, DESIGNS, BIOS OR ENTRIES: Any Entries containing material that is violent, pornographic or otherwise obscene, illegal, inappropriate, or racially or morally offensive may be rejected as ineligible. Rock the Runway Model Search and Competition<sup>TM</sup>/Charleston Fashion Week<sup>®</sup> reserves the sole and exclusive right and discretion to determine eligibility, appropriateness and fitness of Entries.

**SELECTION OF MODELS FOR CASTING CALL:** Models are selected to attend a casting call via a juried selection process. Casting Calls will take place September 30 – October 2, 2016, in Charleston, SC at Embassy Suites Charleston – Historic Charleston, 337 Meeting Street, Charleston, SC, 29403. During the casting call process, the preliminary CFW Model Panel will then select models for the CFW 2017 Runway and Special Event Model Books. Selection in the model book does not guarantee participation in a runway show. The CFW 2017 Runway Model Book will be presented to all participating boutiques and designers for runway show selection.

**NOTIFICATION OF CASTING CALL AUDITION:** All applicants will be notified via email the week of the castings, if selected to attend. The email confirmation will include: the date and location of the casting call and an assigned time to register. Casting Call date and time are at the sole discretion of CFW and based on your casting selection on the application, but are not guaranteed.

**PARTICIPATING MODEL INCENTIVES:** All models selected to participate in a Charleston Fashion Week<sup>®</sup> 2017 show will be paid a small stipend. Models will receive a \$20 stipend for each nightly show they are selected to walk in (includes Emerging Designer, Featured Designer, and Featured Retailers, DOES NOT include the MUSC charity event). Models selected to walk in an Emerging Designer Finalist show (runway show to take place on Saturday evening, March 18), will receive a \$25 stipend. Special Event models will be paid a small stipend for each event they are selected to participate in. In addition, all participating Runway and Special Event models will receive a gift bag, visibility in front of fashion industry leaders & taste makers and the opportunity to be discovered, plus recognition on the CFW 2017 website.

Charleston Fashion Week<sup>®</sup> requires a processing fee of \$15 to apply for an audition. Fee is non-refundable whether or not a model attends, or if the model does not meet the requirements outlined by CFW. For example female models must be 5' 8", and male models must be 5' 10". There are no exceptions. Runway and Special Event models are responsible for any and all costs associated with castings and rehearsals, including parking fees, meals, and any necessary lodging. Week of CFW, models are also responsible for their own travel to/from Charleston, lodging, transportation to/from runway tents, meals, and lodging.

Visit the CFW website for hotel partners that may offer a preferred rate. Rates are not guaranteed and CFW is not responsible for third party arrangements under any circumstance. All preferred rates are at the sole discretion of the hotel, NOT Charleston Fashion Week<sup>®</sup>. It is the model's sole responsibility to book a hotel room or make alternative arrangements.

## SELECTION TO COMPETE IN ROCK THE RUNWAY MODEL

**COMPETITION<sup>TM</sup>:** Only models booked for and who walk in a runway show will be eligible for the Rock the Runway Model Competition<sup>TM</sup>. This does not guarantee a model will advance as a finalist. Selection for the competition is based on industry criteria including runway walk, photogenic appeal, facial structure/unique attributes, commercial appeal, match with current modeling and fashion industry "look", and professionalism. Models will be judged in three phases which includes the following:

- Phase 1 Participating CFW 2017 retailers and designers select their top two models
- Phase 2 Models are required to attend all mandatory rehearsals where the preliminary CFW Model Panel will be judging each model's performance based upon the industry criteria listed above
- Phase 3 Model Panel judging week of the event and night of final Competition

**SELECTION AND NOTIFICATION OF TOP MODEL FINALISTS**: Those models (10 female and 10 male models) with the highest scores after phase 1 and 2 of the Rock the Runway judging process will be named as a Top Finalist. The Top Finalists will be notified at a mandatory model rehearsal; date, time, and location to be announced at a later date. Finalists then compete in the Rock the Runway Model Competition<sup>TM</sup> on Friday March 17, 2017 at Charleston Fashion Week<sup>®</sup>, with the Female and Male Grand Prize Winners being announced at the end of the evening.

SELECTION OF GRAND PRIZE WINNER: An expert model panel of judges selected by Rock the Runway Model Competition<sup>TM</sup> will select one (1) Female and one (1) Male Grand Prize Winner. Rock the Runway Model Competition<sup>TM</sup> judges have the sole authority and full discretion to select the Grand Prize Winners. The decision of the judges is final and not subject to challenge or appeal. Rock the Runway Model Competition<sup>TM</sup> judges are selected and authorized to judge by Charleston Fashion Week<sup>®</sup>. Charleston Fashion Week<sup>®</sup> reserves the right to replace, add and/or remove judges, and/or otherwise modify the judging process at any time prior to the commencement of the Rock the Runway Model Competition<sup>TM</sup>. The process to select the Grand Prize Winners may be modified or amended without notice at any time at the sole discretion of Charleston Fashion Week<sup>®</sup>. Rock the Runway Model Competition<sup>TM</sup>, Charleston Fashion Week<sup>®</sup>, its sponsors and partners are not responsible for any disruption and/or cancellation of Rock the Runway Model Competition<sup>TM</sup> or Charleston Fashion Week<sup>®</sup> and no guarantees or warrantees are implied.

**GRAND PRIZE:** One (1) Female and one (1) Male Grand Prize Winner to be selected by the panel of Rock the Runway Model Competition<sup>™</sup> judges per the Rules and Regulations as outlined herein will receive a Grand Prize. The Grand Prize Package for each winner includes: \$1,000 cash prize; mentoring opportunity with industry leader Karen Lee Grybowski, Founder of the Karen Lee Group & international model scout and/or others; professional hi-quality composite cards; and a beauty gift bag. Additional prizing may be announced at a later date. Rock the Runway Model Competition<sup>™</sup> makes no representation that a cash prize may be substituted for Prize Package. Participating CFW models, Rock the Runway Top Finalists or Grand Prize Winners have no claim to a cash prize in lieu of value represented for Winner's prizes outlined. All federal, state, and local taxes are the sole responsibility of all Entrants, Finalists and Grand Prize Winners.

The Grand Prize contract and all portions of the Winners Prize are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation.

GENERAL RULES: Rock the Runway Model Search and Competition<sup>™</sup>, Charleston Fashion Week<sup>®</sup> LLC and Dez Inc., its sponsors, partners, companies, subsidiaries, affiliates, joint venture companies, advertising and promotion agencies, marketing agencies, licensees, successors, and assigns or any other entity involved in the development or administration of the Rock the Runway Model Search and Competition<sup>™</sup> and all of their respective employees, officers, directors, shareholders, sponsors, partners and legal counsel (collectively, "Released Parties") are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, transmissions, lines or technical failures or difficulties, or other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with Rock the Runway Model Search and Competition<sup>™</sup>, including, without limitation, any errors of any kind that may occur in connection with the administration of Rock the Runway Model Search and Competition<sup>TM</sup>, the processing of entries, the announcement of prizes; or the incorrect or inaccurate capture of any entry or other such information or the failure to capture any such information. Released Parties are not responsible for incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized by Rock the Runway Model Search and Competition<sup>™</sup>. Released Parties are not responsible for injury or damage to Entrants or to any other person's computer related to or resulting from participation in Rock the Runway Model Search and Competition<sup>TM</sup>, uploading or downloading materials from or use of the web site. Persons who tamper with or abuse any aspect of Rock the Runway Model Search and Competition<sup>™</sup>, the Charleston Fashion Week<sup>®</sup> web site or web pages associated with Rock the Runway Model Search and Competition<sup>™</sup>, as solely determined by Rock the Runway Model Search and Competition<sup>TM</sup>, will be disgualified. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of Rock the Runway Model Search and Competition<sup>TM</sup>, the Charleston Fashion Week<sup>®</sup> web site or web pages associated with Rock the Runway Model Search and Competition<sup>™</sup> is in violation of criminal and civil law. Should such an attempt or violation of law be made. Rock the Runway Model Search and Competition<sup>™</sup> reserves the right to seek damages from any such person to the fullest extent of the law. Rock the Runway Model Search and Competition<sup>TM</sup> may, in their sole discretion, terminate the competition and voting at any point and declare a winner based on the votes up to that point. Entrants, by participating, agree that Released Parties and their respective parents, affiliates, subsidiaries, dealerships, advertising and promotion agencies, and website providers/web masters, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in Rock the Runway Model Search and Competition<sup>™</sup> and Charleston Fashion Week<sup>®</sup>. Each Winner, by acceptance of a prize, except where legally prohibited, grants permission to Rock the Runway Model Search and Competition<sup>™</sup> and their designees to use his/her name, address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now

known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice or review or approval.

**CONDITIONS:** Entrants release and agree to hold harmless the Released Parties from any and all damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of an entrant's Submission and/or its contents or by reason of the acceptance, possession, use or misuse of any prize or participation in Rock the Runway Model Search and Competition<sup>™</sup> and Charleston Fashion Week<sup>®</sup>. These Official Rules and Regulations are governed by the State of South Carolina. Any controversy or claim relating to any Entry and/or these Official Rules and Regulations shall be submitted to arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If any portion of these Official Rules and Regulations is found to be invalid, illegal or unenforceable, for any reason, that portion shall be severed from the rest and shall not affect the agreement to resolve all controversies and claims through arbitration. Claims and causes of action arising out of or connected with Rock the Runway Model Search and Competition<sup>TM</sup>, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Rock the Runway Model Search and Competition<sup>™</sup>, but in no event attorney's fees. These Official Rules and Regulations supersede any and all agreements or communications of any kind between any Entrant and Rock the Runway Model Search and Competition<sup>™</sup> or any person or entity associated with Rock the Runway Model Search and Competition<sup>TM</sup>, and cannot be modified or waived except in writing and unless properly signed.

**PRIVACY:** Information provided to enter the Rock the Runway Model Search and Competition<sup>TM</sup> will not be sold to third parties.