

CFW'S 2017 EMERGING DESIGNER COMPETITION: EAST

Rules and Regulations

PARTICIPATION IN Emerging Designer Competition: East IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. NO PURCHASE NECESSARY TO ENTER OR WIN. The Emerging Designer Competition: East is open to residents of Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Kentucky, Maine, Maryland, Massachusetts, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, and West Virginia. Entrants must be 18 years of age or older or have parental/guardian permission to apply. Entrants may be individual designers or teams of designers working together. Emerging Designer Competition: East is owned & produced by Charleston Fashion Week[®], LLC, a subsidiary of DEZ Inc dba GulfStream Communications.

ELIGIBILITY: By participating, Entrants agree to be bound by these Official Rules and Regulations and the decisions of Charleston Fashion Week[®] which are final and binding on matters relating to Emerging Designer Competition: East.

TERMS OF ENTRY: By entering, you represent and warrant that your Entry consists of original works by you and/or your design team and that you have not copied or used other works to create your Entry without permission or right to do so; no person, other than Entrant has any right, title, or interest in any part of your Entry; your Entry, the use thereof by Emerging Designer Competition: East, or the exercise by Emerging Designer Competition: East of any rights granted by you pursuant to these Official Rules and Regulations and your choice to enter and compete in the Emerging Designer Competition: East, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright and trademark or contractual rights; you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to Emerging Designer Competition: East pursuant to these Official Rules and Regulations and necessary to submit your entry in accordance with these Rules and Regulations. Entries must comply with all laws, rules, and regulations.

HOW TO ENTER: Entrants must register by completing the official online entry form at <http://charlestonfashionweek.com/designers> and submitting the application processing fee. Entrants must upload minimum of 6 photographs of Entrant's own original work ("Designs") in JPG format (the "Image"), and complete all required registration fields as designated by an asterisk (*) on the entry submission page, hereafter collectively referred to as "Entry" or "Entries". For participant's Entry to be valid and in order for their Entry to be eligible for

voting, participant 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, October 17, 2016. Emerging Designer Competition: East is not responsible for any charges incurred in conjunction with the submission of Entries. All Entries submitted must be original, truthful, unpublished and without copyright restrictions. All Entries become the unrestricted property of Charleston Fashion Week[®], LLC and Dez Inc. dba GulfStream Communications.

ORIGINALITY: Your Entry must be your original work and must not contain any third-party content or other materials (such as writing, poetry, text, graphics, artwork or logos), or any inappropriate or offensive materials.

ENTRY RIGHTS: You represent and warrant that all persons participating in the production of your Entry have given you their express written consent to submit the Entry for use in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the internet, print and television, in perpetuity. You further represent and warrant that anyone who was engaged by you to produce the Entry or who appears in the Entry has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use or exhibition of your Entry and was not engaged under agreement with a talent agency, union or guild that would result in any ongoing obligations resulting from the use or exhibition of the Entry. If you include pictures of anyone in or with your Entry, you must have their written permission to include their image in or with the Entry. By entering, you agree that your Entry becomes property of Dez Inc. and Emerging Designer Competition: East; you grant to Emerging Designer Competition: East the non-exclusive, worldwide, royalty-free right to use, reproduce, publicly display, perform, create derivative works from, alter, modify, edit, repurpose and/or otherwise manipulate the Entry, or any part or element thereof, in any manner and in all media, now known or hereinafter created in perpetuity; Emerging Designer Competition: East has the right to grant use of Entries to sponsors, licensees, successors and assigns for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised in perpetuity. If you send any Submission to us, you are at such time granting Emerging Designer Competition: East, affiliates, sponsors and their licensees, successors and assigns a worldwide, royalty-free, perpetual, unrestricted, irrevocable right and license to use, re-use, reproduce, manipulate, modify, digitize or enhance, adapt, change, edit, publish, translate, create derivative works from, distribute, re-distribute, display your Entry (in whole or in part), and the images or likenesses that appear in your Entry (in whole or in part) and/or incorporate all or part of your Entry in other works, all in any form, format, media or technology now known or later developed or invented anywhere at any time in any media format and through any media channels and for any purpose, including, without limitation, downloads, streams, in audio/visual recordings, motion pictures, television programs, productions, advertising, promotion and publicity, all without further notice to, consent from or payment to you. You will not be paid for your Entry or for granting Emerging Designer Competition: East any of these rights. Emerging Designer Competition: East, its partners, sponsors, affiliates, and their licensees, successors and assigns are in no way obligated to use your Entry (and have no obligation to you or any other person or entity after your Entry is received), and no obligation to give any credit if your Entry is used. Emerging Designer Competition: East may use all or part of your Entry in any way, at their sole discretion. You grant Emerging Designer Competition: East these rights whether or not you are selected as a Semifinalist or Grand Prize Winner. You agree to waive all claims to and shall receive no royalties of any kind now or in the future from Emerging Designer Competition: East, Charleston Fashion Week[®] LLC,

Dez Inc. its affiliates, partners, sponsors or their licensees, successors and assigns for use of your Entry, including copyright or trademark royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Entry as set forth in these Official Rules and Regulations.

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. Emerging Designer Competition: East reserves the sole and exclusive right and discretion to determine eligibility, appropriateness and fitness of Entries.

SELECTION OF SEMIFINALISTS: Semifinalists are selected via a juried selection process conducted by a panel of fashion industry experts. The sixteen (16) – twenty (20) Entrants with the top judge rankings will be selected as the Top Design Semifinalists and invited to compete at Emerging Designer Competition: East at Charleston Fashion Week® on Tuesday, March 14, 2017 – Friday, March 17, 2017. Four-five Semifinalists will show each night, final schedule to be determined by Charleston Fashion Week®. Judges will then select one (1) Finalist from each night's group, along with one additional Judge's Choice, to move on and compete for the Grand Prize on Saturday, March 18, 2017. A Grand Prize Winner will be selected via the fashion panel of judges at their sole discretion and be awarded as the Emerging Designer Competition: East Winner. In addition, all sixteen (16) – twenty (20) Semifinalists will be posted at <http://charlestonfashionweek.com/designers> for online voting for a People's Choice Award. If there is a tie in voting (if two individuals receive an equal number of online votes), the individual to be declared the People's Choice Winner will be selected by Emerging Designer Competition: East at their sole discretion. The process to select the People's Choice Winner may be modified or amended without notice at any time and is at the sole discretion of Emerging Designer Competition: East. Emerging Designer Competition: East is not responsible for technical malfunctions, outages or any other disruptions to the electronic voting process. Emerging Designer Competition: East makes no representation or warranty as to the accuracy, functionality or operation of the Emerging Designer Competition: East online voting process.

NOTIFICATION OF SEMIFINALISTS: Semifinalists will be notified by phone and/or email. Emerging Designer Competition: East will make three (3) attempts to contact Semifinalists at the phone number or email address provided with their Entry by December 2, 2016. If Emerging Designer Competition: East is unable to reach a Semifinalist via phone or email within 2 days, they will be disqualified and the Entrant with the next highest ranking will be selected.

SEMIFINALIST REQUIREMENTS: Semifinalists must commit to the following dates, in order to participate in the Competition: attend the mandatory model fitting and video filming January 20 – 23, 2017 (details below); attend the actual Lexus Charleston Fashion Week® event Tuesday, March 14 through Saturday, March 18, 2017; be on hand for final model fittings beginning at 8am on Sunday, March 12, 2017.

Semifinalists will need to arrive in Charleston on Friday, January 20, 2017, model fittings and video filming will take place on January 21 and 22nd, final schedule to be determined and at the sole discretion of Charleston Fashion Week®. Semifinalists will be responsible for their

own travel costs to and from Charleston, in addition to hotel accommodations for that weekend. CFW to provide details on preferred hotel rate.

CFW to provide hotel accommodations for out-of-town designers week of the event on the evenings of Sunday, March 12 – Saturday, March 18, 2017. All Semifinalists will be responsible for all other expenses for the week including and not limited to travel. *Any guest(s) of the semifinalist are responsible for their own lodging and transportation and other expenses. An exception will be made for designers under the age of 18.

QUALIFICATIONS OF SEMIFINALISTS: To qualify as a Semifinalist and compete for the Grand Prize, each Semifinalist must be able to present twelve (12) looks on the runway at the Emerging Designer Competition: East (the "Collection"). Each Entrant's Collection must focus on Fall 2017, Swimwear/Resortwear 2018, and consist of original creations designed by the designer or design team as registered and uploaded to Emerging Designer Competition: East. All looks in the Collection must make their runway debut at Emerging Designer Competition: East.

Each Semifinalist will be expected to show eight (8) looks from the Collection on their runway night. If selected as a Finalist, they will then show their entire Collection (all 12 looks) on Saturday, March 18, 2017. Semifinalists are responsible for all costs and arrangements associated with the timely transportation of their Collections to Charleston Fashion Week®. Neither Emerging Designer Competition: East, Charleston Fashion Week®, Dez Inc. nor its sponsors, partners, employees, interns or any other person or entity working under the direction of Emerging Designer Competition: East are responsible for any loss or damage to Entrants' Collections.

SEMIFINALISTS' PRIZE: Qualifying Semifinalists will receive a runway show at Emerging Designer Competition: East during Lexus Charleston Fashion Week® on the nights of Tuesday, March 14, 2017 – Friday, March 17, 2017. Four -five Semifinalists will show each night, final schedule to be determined by Charleston Fashion Week®. Emerging Designer Competition: East will provide between eight (8) and twelve (12) models, hair, makeup, dressers, backstage crews, and all runway production needs. Semifinalists will be required to communicate their runway show artistic direction to the Emerging Designer Competition: East/Charleston Fashion Week® production team, including, but not limited to: hair, makeup, model selection and music. Failure to meet Emerging Designer Competition: East production deadlines are grounds for elimination. Semifinalists eliminated from the competition will be replaced by the Entrant with the next highest ranking. If based outside the Charleston area, Semifinalists will receive complimentary lodging for the evenings of Sunday, March 12, 2017 – Saturday, March 18, 2017. Complimentary lodging provided to Emerging Designer Competition: East Semifinalists are non-transferrable and may not be exchanged for cash value. All Semifinalists will be responsible for all other expenses for the week including and not limited to travel.

Each Semifinalist will receive two (2) tickets to their evening's runway show and two (2) tickets to Saturday evening's Fashion Finale. If selected as a Finalist, you will receive a total of four (4) tickets to Saturday evening Fashion Finale. In addition, each semifinalist will receive one (1) ticket for each night they are not showing. If you are a design duo team, you will still receive only two tickets for the night you show and two tickets if selected as a

finalist to show on Saturday; each designer of the duo will receive one (1) ticket per designer for each night they are not showing. Tickets are non-transferrable and may not be exchanged for cash value. Each Semifinalist is responsible for their own transportation to Lexus Charleston Fashion Week®.

SELECTION OF GRAND PRIZE WINNER: A panel of judges selected by Emerging Designer Competition: East will select one (1) Grand Prize Winner based on a review of their collection during the Emerging Designer Competition: East runway show. Emerging Designer Competition: East judges have the sole authority and discretion to select the Grand Prize Winner. The decision of the judges is final and not subject to challenge or appeal. Emerging Designer Competition: East judges are selected and authorized to judge by Emerging Designer Competition: East. Emerging Designer Competition: East 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 Emerging Designer Competition: East runway show. The process to select the Grand Prize Winner may be modified or amended without notice at any time at the sole discretion of Emerging Designer Competition: East. Emerging Designer Competition: East commitment to produce a runway show at Lexus Charleston Fashion Week® is represented as a good-faith intention and neither Emerging Designer Competition: East nor its sponsors and partners are entering into a contractual agreement nor is a contractual commitment implied that obligates Emerging Designer Competition: East to fund and/or produce Lexus Charleston Fashion Week® and/or a Emerging Designer Competition: East runway fashion show. Emerging Designer Competition: East, its sponsors and partners are not responsible for any disruption and/or cancellation of Emerging Designer Competition: East or Lexus Charleston Fashion Week® and no guarantees or warranties are implied.

GRAND PRIZE: One (1) Grand Prize Winner to be selected by the panel of Emerging Designer Competition: East judges per the Rules and Regulations as outlined herein will receive a Grand Prize. The Grand Prize Package is expected to include:

- \$10,000 cash prize;
- Runway show as a Featured Designer at Charleston Fashion Week® 2018;
- Full website design (“Winner’s Website”) created by F22 Designs. Website design will include: up to 25 pages, photo gallery, content management system, blog, email marketing system, and contact management. F22 will also set-up and integrate a social media marketing strategy that can include a Facebook page for business, Twitter, LinkedIn, and a YouTube channel (if applicable). F22 can also provide an HTML5 or mobile specific version of your website. The time and scope of design, programming and other work involved to create the Winner's Website is at the sole discretion of F22 Designs. If winner already has an existing website, F22 Designs can provide design consultation, create e-commerce component for site, dynamic photo gallery, content management system, email marketing system, contact management and more instead of full site design;
- Mentoring opportunity with fashion industry leaders while in Charleston for CFW;
- Private lunch with Fern Mallis, lead CFW Fashion Panel judge, in New York City if a mutually agreeable time can be arranged. Lunch to be scheduled within six (6) months of the competition and subject to approval by Fern Mallis under good faith effort. CFW to help coordinate and to pay for lunch. All expenses other than luncheon to be paid by Grand Prize Winner;

- Internship opportunity with a designer during New York Fashion Week in Fall 2017;
- Display of collection at In Support Of retail store in New York City with corresponding party. Exact timing and details to be determined at a later date in conjunction with In Support Of, Charleston Fashion Week[®] and winning designer;
- Signature jewelry piece.

Additional prizing or changes to prizing may be announced at a later date. Emerging Designer Competition: East makes no representation that a cash prize may be substituted for Prize Package. Emerging Designer Competition: East Semifinalists, Finalists or Grand Prize Winner have no claim to a cash prize in lieu of value represented for Winner's Website or other prizes outlined. All federal, state, and local taxes are the sole responsibility of all Entrants, Semifinalists, Finalists and Grand Prize Winner.

GENERAL RULES: Emerging Designer Competition: East, Charleston Fashion Week[®], LLC, 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 Emerging Designer Competition: East, Charleston Fashion Week[®] LLC, Dez Inc. 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 Emerging Designer Competition: East, including, without limitation, any errors of any kind that may occur in connection with the administration of Emerging Designer Competition: East, 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 Emerging Designer Competition: East. 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 Emerging Designer Competition: East, uploading or downloading materials from or use of the web site. Persons who tamper with or abuse any aspect of Emerging Designer Competition: East, the Charleston Fashion Week[®] web site or web pages associated with Emerging Designer Competition: East, as solely determined by Emerging Designer Competition: East, will be disqualified. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of Emerging Designer Competition: East, the Charleston Fashion Week[®] web site or web pages associated with Emerging Designer Competition: East is in violation of criminal and civil law. Should such an attempt or violation of law be made, Emerging Designer Competition: East reserves the right to seek damages from any such person to the fullest extent of the law. Emerging Designer Competition: East 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 Emerging Designer Competition: East. Each Winner, by acceptance of a prize, except where legally prohibited, grants permission to Emerging Designer Competition: East 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 Emerging Designer Competition: East. 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 Emerging Designer Competition: East, 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 Emerging Designer Competition: East, 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 Emerging Designer Competition: East or any person or entity associated with Emerging Designer Competition: East, and cannot be modified or waived except in writing and unless properly signed.

PRIVACY: Information provided to enter the Emerging Designer Competition: East will not be sold to third parties.