

**2020 MYER FASHIONS YOUR FRONT LAWN EMERGING DESIGNER AWARD
TERMS AND CONDITIONS**

(current as at 10 September 2020)

HOW TO ENTER and ENTRY CONDITIONS

1. Details on how to enter the 2020 Myer Fashions on your Front Lawn Emerging Designer Award (**competition** or **Emerging Designer Award**) and further details of the prizes and their value may be found at <https://www.flemington.com.au/FOYFL/Emerging-Designer> (the **Website**) and form part of these terms and conditions. This is a digital competition and no physical attendance will be required as part of this competition.
2. By participating in the Emerging Designer Award, Entrants (as defined below) agree to observe and be bound by these competition terms and conditions and the Entrant Criteria (detailed below) (together the **Terms**).
3. Designers are invited to register their interest in the 2020 Myer Fashions on your Front Lawn Emerging Designer Award by registering online on the Website, designing and creating their submission (**Outfit**), attaching final images of their submission (**Final Images**) and providing a portfolio of their work (which must include an overview, look book, media received (if applicable) and digital links (if applicable)) (**Portfolio**) by 5:00pm AEDT Tuesday 13 October 2020.
4. All Entrants are required to record a video diary (in landscape) of the process of designing and creating their Outfit and prepare a recorded interview outlining their creative inspiration, construction techniques and overall design process (**Video Diary**). These are required to be completed throughout the process of designing and creating their Outfit, but will only need to be submitted to the Promoter, if an Entrant is advised, by the Promoter, they have been voted as one of the top 10 Entrants. Entrant will have until 5:00pm AEDT Thursday 22 October 2020 to lodge their Video Diary with the Promoter, failing which they may in the Promoter's absolute discretion be deemed ineligible to participate in the competition.
5. Based on the Final Images submitted, a panel of judges (which may include the Promoter's representatives) will, in their absolute discretion, select the top 10 Entrants (**Finalists**) from all the designers who validly registered into the Promotion (the **Final**).
6. Entrants will receive confirmation of their selection into the Final by email via the Promoter on or around Monday 18 October 2020 (or such other date as notified by the Promoter).
7. For the avoidance of doubt, there will be no live competition at Flemington Racecourse and all Entrants will only be required to participate in media opportunities, as determined by the Promoter.
8. Entrants warrant that the Final Images and Portfolio's submitted (including all drawings / images submitted as part of their submission) and the Outfit produced are the Entrant's original and individual work. The Promoter reserves the right to request further evidence from all Entrants such as concepts, applicable patents, trademarks and intellectual property ownership. A breach of this clause will result in automatic disqualification of the Entrant.
9. No responsibility will be taken by the Promoter for incomplete, late or lost entries. Incomplete or illegible entries will be deemed invalid.

ELIGIBILITY

10. To be eligible to participate in the Emerging Designer Award, Entrants must acknowledge and agree to the following Entrant criteria (**Entrant Criteria**):
 - a) All Entrants must be residents of Australia;
 - b) Entrants and their models (if applicable) must be 18 years of age or older on the day of the competition;
 - c) Entrants must not have any current commercial arrangements or relationships with retail stores (with the exception of small boutiques, at the VRC's discretion);
 - d) Entrants must not be a previous winner of the Myer Fashions on the Field Design Award or the Myer Fashions on the Field Emerging Designer Award; and
 - e) Entrants are not permitted to alter or add to their Outfit in any way from the beginning until the end of the competition.

11. Entry to the competition may be refused if an Entrant does not meet one or more of the Entrant Criteria, and an otherwise eligible Entrant may subsequently be deemed ineligible under clause 4.
12. Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting any Myer Fashions on your Front Lawn or Myer Fashions on the Field event that are associated with the Promoter (and any individuals so involved, including judges) are ineligible, as are members of their immediate families and households.
13. To be eligible, an Entrant must not derive income from a garment design (and/or construction) or millinery business that is offered or provided to the public on a large commercial scale, unless such services are provided in the Entrant's individual capacity as a "boutique" business (such term as reasonably and commonly understood within the retail industry and subject to the discretion of the Promoter).
14. Any entrant who has previously won the Myer Fashions on the Field Design Award, or Myer Fashions on the Field Emerging Designer Award is ineligible to enter this competition.
15. Entrants are permitted to enter both the Emerging Designer Award and 2020 Myer Fashions on your Front Lawn Millinery Award (**Millinery Award**) (together being the **Creative Awards**). However, any item of clothing, headwear or accessory that appears in the Emerging Designer Award is not permitted in the Millinery Award, and vice versa. Entrants that include any such items in both Creative Awards may be disqualified from both Creative Awards.
16. If an Entrant is participating in a Creative Award, the Entrant is not eligible to enter the 2020 Myer Fashions on your Front Lawn or Myer Fashions on the Field Women's or Men's Racewear competitions (the **Racewear Competitions**) during the 2020 Melbourne Cup Carnival (either themselves or through a model) and no item of clothing, headwear or accessory worn in the Creative Award may be worn in the Racewear competitions (by any person including the Entrant's model) and vice versa. Entrants may be disqualified from, or ineligible to enter, all Myer Fashions on your Front Lawn or Myer Fashions on the Field competitions if any Entrant or Entrant's item of clothing, headwear or accessory is found to have participated or been used in both a Creative Award and a Racewear Competition.
17. If applicable, the Entrant's model participating in the Emerging Designer Award is not allowed to enter any other 2020 Myer Fashions on your Front Lawn or Myer Fashions on the Field event that is associated with the Promoter in any part of the Outfit (clothing, headwear or accessory) submitted by the Entrant as part of the Creative Award.
18. Entrants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter, the competition, any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event or other Entrants or models at any time. If an Entrant is seen or heard to be doing so they will be immediately disqualified from the competition and all other competitions run or promoted by the Promoter in 2020 and 2021.

NO COMMERCIAL INVOLVEMENT

19. Entrants may only enter the competition in their own private capacity and not on behalf of a third party including any commercial enterprise (but may refer to or use their boutique business name). Companies, partnerships and other business organisations (excluding any "boutique" as determined by the Promoter in its absolute discretion) are not eligible to win prizes in the Creative Awards.
20. The Entrant, their model (if applicable) and their Outfit are not permitted to commercially promote a brand (other than of the Entrant as a boutique designer) or any other commercial enterprise, other third party, company, partnership or business organisation.
21. Entrants must not receive any payment or other financial benefit from a third party (including any commercial enterprise) for entering, participating or otherwise in connection with, the competition.

JUDGING OF THE FINAL

22. The Promoter will select the judging panel for the Myer Fashions on your Front Lawn Emerging Designer Award Final and each validly entered Finalist of the competition will have their Final Images and Video Diary judged based on the following judging criteria (**Selection Criteria**):
- Creativity** - A unique design that showcases an imaginative and innovative look unlike anything ever seen in this fashion category. Colour, texture, cut and the inclusion of accessories will all form part of the judging criteria in this section.
 - Excellence in Manufacturing** - Skill demonstrated across design, technique and craft of construction, showing an eye for every detail.
 - Design Vision** - The ideation behind the submission is a critical part of the design process and our judges will be getting underneath the development process and vision. Getting to know how the designer thinks, plans and brings their creations to life is just as important to our judges as the creations themselves.
23. The judges' decision is final and binding on every Entrant and no correspondence will be entered into.
24. The judges will vote on a Winner, a Runner-Up and a Second Runner-Up.
25. In the event of a draw, the Promoter's adjudicator (a VRC representative) will determine the winner.
26. The result will be announced via live broadcast on Lexus Melbourne Cup Day.

EMERGING DESIGNER AWARD COMPETITION PROCESS

27. The Myer Fashions on your Front Lawn Emerging Designer Award Final will be conducted digitally.
28. From the Finalists, the judges will select a 2020 Emerging Designer Award Winner, a Runner-Up and a Second Runner-Up. The winners will be announced in a live video conference with all Finalists to be broadcast on Lexus Melbourne Cup Day on 3 November 2020 and notified via email by the Promoter.
29. The Emerging Designer Award is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits based on the Selection Criteria. The judges may also rank additional entries as Runner-Up, Second Runner-Up and so on in case the first chosen winner is ineligible to receive their prize.
30. Any Entrant or model not complying with these Terms or otherwise acting in a manner that may be harmful to the Promoter's reputation may be immediately disqualified by the Promoter's representative at their ultimate discretion.

WINNERS AND COMPETITION PRIZES

31. The Myer Fashions on your Front Lawn Emerging Designer Award Winner, Runner-Up and Second-Runner-Up Entrants will receive the applicable prizes described and set out in the Prize Schedule.
32. The total prize pool for the Emerging Designer Award is valued up to \$32,320 (incl GST). GST does not apply to the issuing of gift cards. All prize values are in Australian dollars.
33. Prizes will be announced on the day of the competition but will not be distributed to the Winner, Runner-Up and Second-Runner-Up Entrants until after the day of the Final, as determined by the Promoter, but by no later than 31 December 2020.
34. Prizes are non-transferable, non-exchangeable and not redeemable for cash and are subject to change at the discretion of the Promoter for other prizes of equal or greater value. If a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
35. The total maximum prize value is correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the prize is claimed. All prize values are in Australian dollars.
36. All prizes remain the property of the winner once awarded. No interest in a prize may be granted or transferred to a third party by a winner.
37. If applicable, models appearing on behalf of Entrants are not entitled to prizes, unless by arrangement between the Entrant and the model. Any such arrangements are strictly between the Entrant and the model. The VRC, its sponsors and contractors are in no way responsible for any disputes that arise between the Entrant and model in respect of any prize and the arrangements between the Entrant and model.

38. If for any reason, the Promoter becomes aware after a Entrant has won a prize that the Entrant has not complied with the Terms or that their entry is otherwise invalid, that Entrant will have no entitlement to that prize, even if the Promoter has announced them as the winner and that Entrant will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the prize.
39. If the Prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire three years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit www.myer.com.au or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.
40. If the Prize includes a TCL package, the Entrant agrees that the package will only be delivered to an address within Australia. TCL will use their best endeavours to deliver the package as soon as possible following the announcement of prizes, however, this may vary depending on the shipping location.
41. All accommodation prizes must be taken exactly as specified by the prize supplier and these Terms and Conditions (including the Prize Schedule), unless the Promoter or prize supplier advises otherwise. Accommodation prizes are subject to availability.
42. Any additional ticketing or accommodation requirements (including alterations or extensions), or changes to ticketing and accommodation will be at the discretion of the prize supplier and at the prize winner's expense.
43. All ancillary costs and expenses (including petrol, transport, airport transfers, additional insurance, food, beverages, entertainment and spending money) in taking any prize will be the responsibility of the prize winner (unless expressly stated).
44. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, at the Promoter's discretion, including but not limited to, due to COVID-19 or related circumstances, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).
45. The Promoter takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result (including accommodation costs) are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.
46. Once a prize has been claimed by the prize winner and has been collected, or if arranged between the Promoter and the winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
47. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The winners of each prize agrees that the Promoter will not be responsible or liable for the failure of a third party prize supplier to provide all or any part of the relevant prize. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
48. If a prize winner is unable or unavailable to participate in or use a prize awarded, that prize may be forfeited in full and no substitute prize or compensation will be offered.
49. Prize winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
50. The 2020 Myer Fashions on your front Lawn Emerging Designer Award Winner must be available to participate in a minimum of eight appearances, if required by the Promoter, during 2020 and 2021, for no additional compensation. The Promoter will be responsible for reasonable transport and transfer costs where attendance is required.

51. Should the 2020 Myer Fashions on your Front Lawn Emerging Designer Award Winner prove to be ineligible for the competition, be unable to fulfil the Entrant Criteria in any way, not agree to any of the Terms, breach the Terms or interfere with the fair running of the competition (or attempt to do so), or, if despite using all reasonable attempts to do so, the Promoter is unable to contact the 2020 Myer Fashions on your Front Lawn Emerging Designer Award Winner on the day, then some or all of their prizes may be passed on to the Runner-Up. If the Runner-Up similarly fails to qualify for a prize, then the prize will be transferred to the Second Runner-Up and so on.
52. All Finalists are not permitted to enter the 2021 Myer Fashions on your Front Lawn or Myer Fashions on the Field Emerging Designer Award with the same design and/or overall outfit.
53. The 2020 Myer Fashions on your Front Lawn Emerging Designer Award Winner must not become an ambassador, face of, judge of a fashion competition, spokesperson for, or associated with any other racecourse in Australia other than Flemington, unless approved in writing by the Promoter, within 12 months of winning the 2020 Myer Fashions on your Front Lawn Emerging Designer Award.

PHOTOGRAPHS, INTELLECTUAL PROPERTY AND PERSONAL DETAILS

54. The Promoter collects personal information from entrants in order to facilitate the competition. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this competition or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the competition.
55. The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the terms of its privacy policy located at <http://www.flemington.com.au/privacy-policy/>.
56. All entries will be entered into a database upon registration, and the Entrant agrees that unless they have "opted-out", the Promoter may also use personal information for future promotional, marketing, publicity and research purposes, including keeping the entrant informed of the latest VRC news, events, promotions, surveys and offers. If applicable, unless the Entrant has opted out, their personal information may also be disclosed to the Promoter's partners and sponsors to enable communication for specific purposes, including but not limited to, marketing. Entrants may access the information that the Promoter holds about them, or request to "opt-out" of future communications by contacting Customer Service on 1300 727 575.
57. Entrants represent and warrant that, in relation to all materials submitted by the Entrant for the purposes of the competition, including but not limited to the Outfit, Portfolio, Final Images under clause **Error! Reference source not found.** and the Video Diary under clause 4 (**Submission Materials**):
 - a) the Submission Materials do not infringe any other intellectual property rights or personal rights of any third party, and the Entrant indemnifies the Promoter from any or all claims, actions, demands, suits and allegations of infringement of the rights in the Submission Materials, and from any and all losses, damages, judgments and expenses arising from them;
 - b) it will procure for the benefit of the Promoter, and must do so upon request by the Promoter, an undertaking from any holder of "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth) in the Submission Materials not to enforce any of their moral rights in the Submission Materials, and the holder's consent to the acts set out in clause 59 with respect to the Submission Materials.
58. Entrants grant to the Promoter a perpetual, irrevocable, non-exclusive, royalty free, sub-licensable licence to use the Submission Materials, including all intellectual property rights in the Submission Materials, in all media worldwide for any purpose and the Entrant will not be entitled to any fee for such use.
59. Entrants acknowledge and consent to: (i) the Promoter's use of the Submission Materials without any attribution of the Entrant's authorship; (ii) the Submission Materials being altered and/or varied in any way by the Promoter, as it sees fit, whether or not such alteration results in a material distortion of the Submission Materials, or is prejudicial to the honour or reputation of the Entrant; and/or (iii) the Promoter falsely attributing authorship of any Submission Material(s).
60. Without limitation, Entrants authorise and grant the Promoter:

- a) the right to record or use the Entrant's recording of their image, voice and performance before, during and after the competition, including in photographs, film and other audio-visual materials (the **Materials**); and
 - b) the right to copy, adapt, edit, alter, reproduce, publish, distribute, exhibit, broadcast, transmit, and otherwise exploit, and permit others (including Myer) to exploit, parts or all of the Materials which have been recorded of the Entrant in all media (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), throughout the world and in perpetuity, for any purpose including publicity, marketing, advertising and promotion of the VRC, Flemington Racecourse and any race days or events organised by the VRC including future Fashions on the Field competitions, without further credit, compensation or reward.
61. Entrants acknowledge and agree:
- a) that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoter;
 - b) they release the Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and
 - c) they waive, in favour of the Promoter, any rights in the nature of moral rights as defined in the *Copyright Act 1968* (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by the Promoter which may infringe such moral rights.
62. If applicable, Entrants must ensure that their models (by signing a release provided by the Promoter) agree to the terms of clauses 57 to 61.

GENERAL

63. All entries become the property of the Promoter when submitted.
64. Information and details of the Terms and prizes (including prize values) was correct at the time of publication.
65. Separate terms and conditions apply for the 2020 Myer Fashions on your Front Lawn Men's Racewear, Women's Racewear and Millinery Award competitions.
66. By entering the competition, each Entrant warrants that their entry is their own original work, that they have received the consent of any third party that has provided any item of clothing or accessory that supplements the entry, and that they do not infringe the rights (including intellectual property rights) of any third party. Each Entrant indemnifies the Promoter for any costs or loss incurred by the Promoter as a result of this warranty being false or incorrect.
67. If, for any reason, the competition or any of the prizes are not capable of being run or offered as planned, including but not limited to, due to COVID-19 or related circumstances the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the competition. If the competition is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.
68. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this competition (including entry, collation of Entrant details and determination of the winners), or use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
69. The Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof. If for any reason any aspect of the competition is not capable of running as planned due to such technical

malfunctions, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition and invalidate any affected entries.

70. If requested by the Promoter, any Entrant, model or winner (and their companion(s), if applicable) (or if an Entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition prior to undertaking any specified activities forming part of the competition, accepting or using a prize. If any Entrant, model or winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant Entrant's, model's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed.
71. The Promoter may at its absolute discretion, prohibit or disqualify a Entrant or their model from participating in the 2020 Emerging Designer Award at any time, cancel or suspend a prize or cease to provide prize to a winner, if the Promoter is made aware that the Entrant or their model (at any time before or during the competition) or the prize winner (at any time during the 2020/2021 period as a representative of the 2020 Myer Fashions on your Front Lawn competition) or any of their companion(s) are, in the reasonable opinion of the Promoter:
 - a) in breach of these Terms and Conditions;
 - b) under the influence of alcohol or drugs;
 - c) engaging in criminal behaviour;
 - d) behaving aggressively, disruptively or in any other inappropriate manner;
 - e) engaging in conduct that is misleading, deceptive or contrary to law; or
 - f) engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the Promoter, its Sponsors or any of their respective events, goods or services.
72. If the Entrant or Winner engages in any conduct under Clause 71, the Promoter in its sole discretion, may prohibit the Entrant or Winner from participating in future Fashions on your Front Lawn or Fashions on the Field events conducted or promoted by the Promoter.
73. The Promoter's decisions in connection with the competition are final and no correspondence will be entered into.
74. These Terms are governed by the laws of Victoria, Australia. Each Contestant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.
75. The Promoter is Victoria Racing Club Limited ACN 119 214 078, 448 Epsom Rd, Flemington, Vic, 3031.

PRIZE SCHEDULE – 2020 MYER FASHIONS ON YOUR FRONT LAWN EMERGING DESIGNER AWARD

EMERGING DESIGNER AWARD

***Note: All prizes are subject to the Terms and Conditions (and your attention is drawn in particular to those set out in Clauses 31-53). All prize values are inclusive of GST (where applicable).**

Winner

- Full Page Advertorial in the February 2021 issue of Vogue Australia valued at \$14,920
- Myer gift card to the value of AUD\$3,000.^
- A Fashion feature (of at least 1 page minimum) in *Inside Headquarters Magazine*, valued at \$2,850.
- Four (4) night's accommodation for two people in a classic king room at Sofitel Melbourne On Collins, valued at \$2,400 and valid until 30 November 2020. Breakfast not included and subject to availability.
- A TCL TV package valued at a total of \$2,000.+.
- Antler luggage voucher to the value of \$1,000.*

Second Place

- Myer gift card to the value of \$1,500.^
- Two (2) night's accommodation for two people in a classic king room at Sofitel Melbourne On Collins, valued at \$1,200 and valid until 1 June 2021. Breakfast not included and subject to availability.
- Antler luggage voucher to the value of \$750.*

Third Place

- Two (2) night's accommodation for two people in a classic king room at Sofitel Melbourne On Collins, valued at \$1,200 and valid until 1 June 2021. Breakfast not included and subject to availability.
- Myer gift card to the value of \$1,000.^
- Antler luggage voucher to the value of \$500.*

^Myer Voucher - Terms and conditions apply – refer to Clause 39 of the Emerging Designer Award Terms and Conditions

***Antler Voucher** – Terms and conditions apply – contact Antler for further details

+ TCL TV Package – Terms and conditions apply – refer to Clause 40 of the Emerging Designer Award Terms and Conditions