



TERMS & CONDITIONS

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia and New Zealand excluding employees of Jeanswest Corporation Pty Ltd.
3. The competition commences on 6 May 2009 at 00.01 (AEDST) and concludes on 5 June 2009 at 17:00 (AEST).
4. To enter the competition participants must;
 - a. Visit www.jeanswest.com.au to download and print official Entry Form.
 - b. Fill in all required details contained as required in the Entry Form
 - c. Design 6 outfits projecting fashion innovation and direction incorporating this year's theme.
 - d. Present their capsule collection through sketches and fabric swatches only, no garments are to be made for the first stage.
 - e. Written Entry Inspiration – a short summary of where your design inspiration has come from.
 - f. Entry delivered to Jeanswest Corporation Pty Ltd, 14-16 Yarra St, South Yarra VIC 3141 by 17:00 (AEST) Friday 5th June 2009.
5. Entries must be the original work of the particular entrant. Jeanswest will consider any entries received to be original and authorised and to not breach any copyright rules. An entry will be deemed to be accepted at the time of receipt by Jeanswest Corporation Pty Ltd, 14-16 Yarra St, South Yarra VIC 3141 and not at the time of postage or courier dispatch.
6. An entry must not refer to racial issues, sexual connotations, personal or public slander, brand names nor should it include people's full names or details.
7. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter. In the case that an entrant is announced on the Short List and is required at the Semi Final in Guangdong, Hong Kong and/or the Grand Final a guardian must accompany them at the entrants own expense.
8. Incomplete or incomprehensible entries will be deemed invalid. No responsibility will be taken for lost, late or misdirected entries.
9. Entrants in the competition may enter only once.
10. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.

11. All entries received will be judged by the Jeanswest International Fashion Award committee in China. Successful entrants announced as Short List winners will be notified by telephone and confirmation email using the details provided within their entry. Judging will be conducted on the basis of; creativity, marketability, use of colour and treatments, incorporation of competition theme and overall collection.

12. There are a number of prizes within the Jeanswest International Fashion Award;

Grand Final Event

- i. Gold Award : RMB30,000, a AU\$750 Jeanswest Wardrobe & work experience at Jeanswest Australia.
- ii. Silver Award : RMB20,000
- iii. Bronze Award : RMB10,000
- iv. Best Market Potential Award : RMB8,000
- v. Best Contemporary Styling Award : RMB8,000
- vi. All finalists will receive a certificate and souvenir

Semi Final Event

- i. 1st Prize : RMB5,000 & a AU\$750 Jeanswest Wardrobe
- ii. 2nd Prize : RMB3,000
- iii. 3rd Prize : RMB2,000
- iv. 4th Prize : RMB1,000

Australian Semi Finalists will receive a AU\$500 Jeanswest Wardrobe

Short List Finalists will receive a AU\$250 Jeanswest Wardrobe

13. Entrants who are announced as a Semi Finalist will be required to produce actual samples for their entry to be paraded as part of Guangdong Fashion Week in Hong Kong. A sample allowance will be given to the successful entrant for garment construction.

- a. Semi Finalists must be available to travel to Hong Kong in September 2009 (actual date to be confirmed). Return Airfares and accommodation will be provided. Entrant must have current passport for travel. If Entrant is under the age of 18 a guardian will be required to accompany the Finalist at their own cost.

14. Entrants who are announced as a Grand Finalist.

- a. Grand Finalists must be available to travel to Beijing in November 2009 (actual date to be confirmed). Return Airfares and accommodation will be provided. Entrant must have current passport for travel. If Entrant is under the age of 18 a guardian will be required to accompany the Finalist at their own cost.

15. Unless stated, all other expenses become the responsibility of the entrant. Additional spending money, meals, insurance, taxes, and all other ancillary costs are the responsibility of the entrant.

16. The prize must be taken as offered and cannot be varied. Cash prize elements are stated in Renminbi (RMB), Jeanswest Wardrobe prize elements are stated in Australian dollars. The Promoter accepts no responsibility for any variation in prize value.

17. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated address within the entry form and/or proof of entry validity (including phone bill or store receipt for purchase requirement) in order to claim a prize elements. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a entrant cannot provide suitable proof, the entrant will forfeit the prize in whole and no substitute will be offered.
18. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
19. In the event that any prize item is unavailable, the Promoter reserves the right to substitute a prize item of equal or greater value. Except with the written consent of the Promoter, prizes are not transferable or exchangeable and cannot be taken as cash unless stated. The Promoter has absolute discretion as to whether it will provide such consent and need not provide any reasons to any person for providing or withholding consent.
20. In the event that for any reason whatsoever a entrant 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 entrant and cash will not be awarded in lieu of that element of the Prize.
21. The prize must be taken as offered and cannot be varied.
22. The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters and no correspondence will be entered into.
23. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to regulation.
24. The promoter reserves the right to refuse to allow the entrant to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
25. By accepting the prize, the entrant agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

26. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize.
27. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's entry whether part or whole during the winner's participation in the prize, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
28. In the event that for any reason whatsoever an entrant 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 entrant and cash will not be awarded in lieu of that element of the prize.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
30. The successful entrants will be notified by telephone within 5 days of the judging and will also be sent a letter advising them of their prize(s).
31. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
32. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
33. It is a condition of accepting the prize that the Entrant/Winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
34. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
35. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's 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, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
36. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

37. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
38. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
39. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
40. The Australian Promoter is Jeanswest Corp Pty Ltd, (ABN: 61 007 305 839) of 14-16 Yarra Street, South Yarra VIC 3141.