

## 2024 World of WearableArt™ Competition

### Terms and Conditions

#### 1. Introduction

- 1.1. This section sets out the terms and conditions of entry for the World of WearableArt™ Competition held by World of WearableArt™ Limited (“WOW™”). Please read these terms and conditions carefully as each designer will be required to accept them in full before their entry will be accepted by WOW™.
- 1.2. Failure to comply with any part of these terms and conditions (as determined by WOW™ in its absolute discretion) may, at the discretion of WOW™, result in the designer’s disqualification from the WOW™ Competition. For the avoidance of doubt, disqualification can occur either prior to or after judging and/or awarding of WOW™ Competition.
- 1.3. WOW™ collects and uses the designer’s personal information in accordance with its privacy policy (a copy of which can be found [here](#)). By entering the WOW Competition, the designer is consenting to the collection, storage and use of its personal information in accordance with such privacy policy. A summary of the uses by WOW™ of personal information it collects from designers is set out at Clause 12.2.

#### 2. Entry Requirements

- 2.1. The following provisions set out entry requirements in respect of the WOW™ Competition:
- 2.2. Designers must enter under their own names and not as a collective or a business.
- 2.3. Design teams can consist of no more than three designers (and any reference to ‘designer’ in these terms and conditions will include all members of a design team).
- 2.4. Entrants must be 18 years of age or over as at 2 March 2024.
- 2.5. Designers can submit multiple entries.
- 2.6. An entry can be submitted into one competition section only. For example, the same garment entry cannot be entered into both the Avant-garde and Open sections.
- 2.7. An entry can be designed for a maximum of three models to wear.
- 2.8. WOW™ will supply all models for judging and on-stage performances.
- 2.9. No trademarks, logos or brand names can be used in an entry, except for those of WOW™ or one of its major sponsors with their approval and sign off. For further information, please read the Copyright and Trademark Guidelines (a copy of which can be found [here](#)).
- 2.10. An entry previously entered in the competition but not selected as a finalist may be entered again in a subsequent year if altered by at least 85%. It will be at WOW’s sole discretion in determining whether any such entry has been sufficiently altered so as to satisfy this requirement.
- 2.11. An entry that has been shown in another competition prior to entering WOW™ is eligible for entry into the WOW™ Competition.
- 2.12. WOW™ asks that designers do not actively promote their WOW™ entries publicly or publish images or video footage of their entries during the competition process until after the WOW™ awards ceremony.

2.13. All designers agree to accept and abide by the decisions or other rulings made by:

- a) the judges in relation to the WOW<sup>™</sup> Competition; and/or
- b) WOW<sup>™</sup> in relation to the WOW<sup>™</sup> Competition and/or these terms and conditions.

Any such decision of the judges and/or WOW<sup>™</sup> will be final and not be open to challenge by the designer.

### 3. **Entry Process**

- 3.1. This Clause 3 sets out the requirements that each designer must comply with when submitting an entry for the WOW<sup>™</sup> Competition.
- 3.2. The official language of the competition is English, and all entry information must be submitted in this language.
- 3.3. Entries must be made online at [www.worldofwearableart.com](http://www.worldofwearableart.com) by the deadline given at each step of the entry process.
- 3.4. The physical garment submitted to WOW<sup>™</sup> must be the same as the photographic images that have been supplied as part of the online entry process.
- 3.5. All steps in the online entry process must be completed as instructed for an entry to be valid.
- 3.6. ALL entrants must complete Step 2 (Preselection) of the entry process.
- 3.7. Designers must supply WOW<sup>™</sup> with the following documentation as part of the online entry process in the designer Portal:
  - a) Terms and conditions signed by all members of the design team.
  - b) a list of all garment components;
  - c) at least four full-length clear photographic images of the front, back and both sides of the finished garment worn on a model (not mannequin);
  - d) dressing instructions explaining how the garment should be worn and how to put it on;
  - e) garment measurements for the bust, waist, hip, model height and shoe size;
  - f) the following information regarding their entry:

- (i) a title for the garment (56 characters max);
- (ii) a list of all materials used in creating the garment;
- (iii) a short description for the garment (100 characters max) to be used in the Show programme; and
- (iv) a longer description for the garment which should be the story behind the garment including the inspiration(s) and the process and materials used in the construction of the garment.

#### **4. Awards Criteria**

- 4.1. All entries are eligible for the themed Section Awards.
- 4.2. For an entry to be eligible for the First-Time Entrant Award, all members of a design team must be first-time finalists.
- 4.3. First-time entrants entering with a design partner who has been selected as a finalist for a previous WOW™ Competition Show are not eligible for the First-Time Entrant Award.
- 4.4. To be eligible for the Student Innovation Award, all members of a design team must be current tertiary students or have graduated within the 12 months before 2 March 2024 and each must provide a digital copy of their most recent student identification when completing the online entry process.
- 4.5. To be eligible for the Sustainability Award, the garment must meet one of the following criteria:
  - a) Upcycled: garment designed to maximise use of discarded materials. Made from at least 85% post-consumer and/or post-industrial repurposed materials; or
  - b) Circular: garment designed with its end-of-life value in-mind. Made from at least 85% materials that can be easily separated at garment end-of-life and readily recycled and/or biodegraded whilst abiding by 5.7 and 6.9 f).

In addition, at the allocated place in the online entry form, the designer must provide a written explanation of how and to what extent they have upcycled or applied circular design principles to the materials used in their entry.

- 4.6. The country a designer is from is determined by the country such designer is a citizen or permanent resident of as at 2 March 2024.
- 4.7. For an entry to be eligible for the New Zealand Design Award, all members of a design team must be citizens or permanent residents of New Zealand.
- 4.8. For an entry to be eligible for one of the International Design Awards, all members of a design team must be citizens or permanent residents of the same region. The region groupings are: United Kingdom & Europe, Americas, Asia, Australia & Pacific.

#### **5. Freight**

- 5.1. Designers are responsible for all the costs of freighting their garment to and from Nelson, New Zealand, unless they are using the Mainfreight sponsored freighting option.
- 5.2. Garments will be returned to the designer by the same method which they were sent to WOW™ For example, garments will be returned via Mainfreight sponsorship only if received via Mainfreight sponsorship. Garments that are hand delivered must be collected from Nelson.

- 5.3. To qualify for Mainfreight sponsored freighting, designers must comply with the 2024 Mainfreight sponsored freighting requirements and criteria as outlined on the WOW™ [Sending Your Garment](#) webpage.
- 5.4. All packaging required for a garment is the responsibility of the designer. WOW will not be responsible for any damage caused to a designer's garment before or while it is in transit.
- 5.5. Boxes must have a return address clearly marked. Please note, WOW™ may not be able to return a garment in the same box that it was sent in.
- 5.6. It is the designer's responsibility to insure their garment/s from the time of dispatch through to its ultimate return, should they wish to do so.
- 5.7. When shipping entries to New Zealand the designer is responsible for:
  - a) ensuring any biological material is properly declared and meets the requirements for entry into New Zealand;
  - b) establishing if any entries using animal or plant products comply with the Convention on International Trade in Endangered Species (CITES); and
  - c) paying any additional fees or customs charges that may be incurred.

## 6. Garment Requirements

This Clause 6 sets out various requirements that all garments submitted by designers must comply with. Failure to comply with these requirements may result in a garment not being allowed entry into the WOW™ Competition.

### Garment Safety

- 6.1. The garment must be safe for a model to wear and perform in.
- 6.2. Models must be able to see clearly and breathe easily while wearing the garment onstage under stage lighting.
- 6.3. Garment weight must be evenly distributed over the body and comfortable to perform in.
- 6.4. Headpieces must be comfortable, not too heavy, well balanced and adjustable.
- 6.5. All footwear must be robust, well balanced, safe for the model to wear, and able to endure over 30 wearings.
- 6.6. WOW™ reserves the right to disqualify an entry at any stage of the competition if a garment is considered in any way to be unsafe or unwearable.
- 6.7. Electrical wiring must be safe and simple to operate in New Zealand. WOW™ encourages designers creating entries with electrical components to have them checked by a qualified electrician prior to sending them to Nelson for judging. If WOW™ deems that the electrical components are unsafe, they will not be used.
- 6.8. The following components submitted with an entry will not be used:
  - a) stilts;
  - b) roller skates or roller blades; or

- c) any hard materials with raw, unprotected edges e.g. glass, ceramics, plastic, metal.

#### 6.9. Entry Components

- a) All entries must be wearable, that is, able to be worn on the human body. Garments must be made to withstand transportation, potentially strong choreographic movement, being worn more than 30 times and possible display in WOW™ exhibitions.
- b) All items the model is required to wear as part of the entry must be supplied by the designer, including footwear and visible undergarments. If pantyhose are required with the garment, 3-4 pairs should be provided so there are spares if needed.
- c) If a garment requires particular dressing aids e.g., lubricant for a latex garment, then an initial supply of the required product must be provided.
- d) For the Bizarre Bra section, only the bra is required. WOW™ will provide additional garments and accessories for all selected Bizarre Bra entries.
- e) There must be a concealed label with the entry name on the inside of each component (including accessories). WOW™ takes no responsibility for garments which have been submitted unlabeled.
- f) Do not use perishable materials, unless properly treated, including animal products, plant products and food. Components submitted using organic materials that may disintegrate will not be accepted.
- g) Do not supply make-up, nail polish or earrings for pierced ears.
- h) WOW™ reserves the right to repair, reinforce or adjust a garment to preserve the garment and ensure it can continue to function throughout the course of any performances or exhibition.

#### 6.10. Garment Dimension Guidelines

WOW supports inclusion and invites designers to request model specifications that best suit the vision of their garment. This could be regarding age, ability/disability, gender, ethnicity and/or body shape. WOW supplies all models and, wherever possible, culturally and ethically appropriate, and safe, we will work to honour the designer's vision. The guidelines below indicate the average dimensions of past models as a guide only.

- a) Female:
  - (i) Height: 170cm – 180cm
  - (ii) Bust: 80cm – 94cm, bra size 10B -12C
  - (iii) Waist: 63cm – 77cm
  - (iv) Hips: 90cm – 104cm
  - (v) Shoe size: NZ/US 8.5 – 10, Eur 39 – 41
- i) Male

- (vi) Height: 179m – 184cm
- (vii) Chest: 93cm – 105cm
- (viii) Waist: 81cm – 93cm
- (ix) Hip: 95cm – 107cm
- (x) Shoe size: NZ/US 10 – 12, Eur 44 – 46.5

#### Garment Height and Width Restrictions

- a) When worn by a model, the garment must be easily able to enter and exit the stage via a 1.5m wide, 12-degree ramp and be no more than 3 metres in height or length.
- b) Once onstage, the garment may extend or expand in size but must be able to retract and exit the stage in line with the entry and exit size restrictions specified above.
- c) A Bizarre Bra entry must be a bra that fits the breast and does not extend much lower than the bust.

### 7. Garment Imagery

- 7.1. The designer grants WOW™ a perpetual, irrevocable right to photograph, film or take other footage of their garment for the purpose of featuring or including the garment, anywhere in the world, in:
  - a) advertising, promotional and marketing material of any format including but not limited to print, film and digital media (including but not limited to use on websites and any social media platform); and
  - b) merchandise of any type including but not limited to programmes, clothing, posters, images, films, and other broadcast and media formats.
- 7.2. Wherever possible, WOW™ will acknowledge the designer in any publication, merchandising and/or promotional material which contains images and/or footage of a designer's garment.
- 7.3. WOW™ will photograph all finalist entries for inclusion in the WOW™ Competition Show Programme in a standard style, pose and composition that is directed by WOW™.
- 7.4. The designer grants to WOW™ a worldwide, royalty free, perpetual, transferable licence to use any images or media sent to WOW™ (including images, inspirations and stories) for promotional, merchandising, exhibition and/or media purposes, at no cost.
- 7.5. If a designer provides WOW™ with images owned by a third party, they must seek written confirmation from the owner of the images that the owner consents to the granting of the licence by the designer to WOW™ under Clause 7.4 prior to entering the competition.
- 7.6. The designer grants WOW™ permission to allow audiences to capture photography and video of garments during Show or in Exhibition for the purpose of sharing on social media platforms.

### 8. Garment Ownership and Responsibility

- 8.1. Except in the case of the purchase of a garment in accordance with Clause 9 (Garment Retention) below, the designer retains ownership of any garment submitted to WOW™.

- 8.2. Subject to compliance with Clause 6.9(e) (Entry Components), WOW<sup>™</sup> will be responsible for the safekeeping of garments from the point that WOW<sup>™</sup> takes possession of such garment provided that:
- a) WOW<sup>™</sup> will not be liable for any damage or loss caused as a result of events outside the reasonable control of WOW<sup>™</sup>; and
  - b) subject to Clause a) above, WOW's maximum liability as a result of, or arising from, any damage to, or loss of, a garment – however caused – shall not exceed one thousand New Zealand dollars (NZD1,000).
- 8.3. In the event a designer believes the loss or damage they would suffer in the event of damage to, or loss of, their garment would or may exceed one thousand New Zealand dollars (NZD1,000), WOW<sup>™</sup> recommends any such designers take out appropriate insurance in respect of their garment.

## 9. Garment Retention

- 9.1. Upon payment of acquisition prize money WOW<sup>™</sup> may elect to have ownership transferred to WOW<sup>™</sup> in respect of the Supreme WOW<sup>™</sup> Award winning garment, Runner-up to the Supreme WOW<sup>™</sup> Award and all section and other award winners.
- 9.2. In the event the designer's garment is selected for the WOW<sup>™</sup> Competition Show, the designer grants to WOW<sup>™</sup> the right to retain the garment for up to 24 months following the Show season for use in promotion of WOW<sup>™</sup>: including exhibitions, external events and promotional activity.
- 9.3. Each designer grants to WOW<sup>™</sup> a first option to purchase any garment for inclusion in the WOW<sup>™</sup> historical collection.
- 9.4. If, in the future, there is insufficient storage space or another reason why WOW<sup>™</sup> cannot retain a garment as part of the WOW<sup>™</sup> historical collection, WOW<sup>™</sup> will attempt to contact the designer (by telephone and email using those details provided by the designer) and give the designer two months to choose to have his/her garment returned at the designer's cost. If WOW<sup>™</sup> does not receive a response from, or is otherwise unable to get in contact with, the designer within the said two-month period or the designer elects not to have their garment returned, WOW<sup>™</sup> will remove the garment from its collection, recycling the garment where possible.
- 9.5. While the intellectual property of any garment purchased in accordance with Clause 9 (Garment Retention) will remain with the designer, both WOW<sup>™</sup> and the designer undertake not to reproduce, nor replicate the garment, nor authorise any third party to do so without the prior written consent of the other party. There may be occasions where WOW<sup>™</sup> wishes to replicate or reproduce the garment for display in touring shows, international exhibitions and the like. In the event any such occasion arises, WOW<sup>™</sup> will, subject to the designer providing consent to replication or reproduction, consult with the designer in respect of the means to undertake, and the methods used in the performance of, any such work.

## 10. Garment Returns

- 10.1. Non-selected New Zealand entries will be returned to designers by 31 October 2024.
- 10.2. Non-selected international entries (who use Mainfreight's sponsorship arrangement) will be sent to Auckland, New Zealand by 30 September 2024 for forwarding to the depot of origin on the next available transport, as determined by Mainfreight.
- 10.3. Non-selected international entries (who sent at their own cost) will be contacted directly by 30 September 2024 to arrange payment for the return of their garment.

- 10.4. Selected New Zealand entries will be returned to designers by 28 February 2025 with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.5. Selected international entries (who use Mainfreight's sponsored freighting) will be sent to Auckland, New Zealand by 28 February 2025 for forwarding to the depot of origin on the next available transport, as determined by Mainfreight with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.6. Selected international entries (who sent at their own cost) will be contacted directly by 31 January 2025 to arrange payment for the garments return; with the exception of garments temporarily retained by WOW™ or otherwise purchased in accordance with Clause 9 (Garment Retention).
- 10.7. It is the designer's responsibility to ensure their contact details are current in WOW's online designer database as WOW™ uses these details to arrange the return of garments.
- 10.8. If WOW™ is unable to contact the designer to arrange return of a garment after three attempts (by telephone and email using the details provided by the designer), or does not receive any response from the designer, over a two-month period, WOW™ will remove the garment from its collection, recycling the garment where possible.
- 10.9. If, after establishing initial contact with the designer, WOW™ does not receive the required information from the designer in terms of confirmation of shipment address, shipment documentation, payment of shipment costs (if applicable) or other requested information to facilitate the returns process within a two-month period, WOW™ reserves the right to remove the garment from its collection, recycling the garment where possible.

## 11. **Original Creation**

- 11.1. It is a requirement of entry into the WOW™ Competition that a designer's garment:
  - a) is an original creation;
  - b) must comply with the Copyright and Trademark Guidelines (a copy of which can be found here); and
  - c) does not infringe, or pose a risk of infringing, the intellectual property rights of any third party,
  - d) and the designer warrants and represents that its garment complies with the requirements set out in this Clause 11.1.
- 11.2. WOW™ may determine in its absolute discretion whether a garment complies with the requirements of Clause 11.1. In the event that WOW™ determines that a garment does not so comply at any stage in the competition process, including after the awards have been assigned, it may disqualify the designer from the WOW™ Competition and/or revoke any awards or prizes that may have been awarded or given in respect of the garment. In the event of an entry being disqualified, the prize money must be returned to WOW™. WOW™ may choose to reassign the award to the runner up.
- 11.3. The designer will upon demand reimburse WOW™ in full for all losses, liabilities, damages, expenses and costs incurred by WOW™ arising out of or related to a breach of the warranties and representations given by the designer in Clause 11.1 (Original Creation). For the avoidance of doubt, amounts that may be claimed by WOW™ from the designer include (but are not limited to) the costs of investigating, defending and/or settling any action, claim or demand.



## 12. Use of Personal Information by WOW<sup>™</sup>

- 12.1. Clause 12.2 provides a summary of the uses by WOW<sup>™</sup> of the personal information it collects from designers. The designer acknowledges that Clause 12.2 is for information purposes only and that the designer is required to review, makes its own assessment of, and consent to, WOW's full privacy policy (a link to which can be found at Clause 1.3).
- 12.2. How WOW<sup>™</sup> uses a designer's personal information will depend on the purpose for which it is collected. Generally, WOW<sup>™</sup> collects and holds the personal information a designer provides to identify and contact the designer and send any information to the designer that it has requested. In addition, WOW<sup>™</sup> will use a designer's personal information:
- a) to contact the designer in relation to the WOW<sup>™</sup> Competition including providing the designer with information and returning any property (such as garments) that the designer has submitted to WOW<sup>™</sup> as part of entry to the competition (and this will involve providing the designer's personal information to WOW's freighting and logistics partner to enable any such return of property);
  - b) to provide the designer with information regarding WOW<sup>™</sup> including sending the designer its periodic newsletter;
  - c) for the purposes of promoting the WOW<sup>™</sup> Competition which may include providing the designer's email address and phone number to the media;
  - d) in the event the designer is an international entrant (i.e., the designer does not reside in New Zealand and is not a New Zealand citizen), to notify the embassy of the designer's country of origin of the designer's entry into the WOW<sup>™</sup> Competition to give them an opportunity to host the designer in the event the designer attends the WOW<sup>™</sup> Competition; and
  - e) for archival purposes which involves maintaining a record of all entrants to the WOW<sup>™</sup> Competition.