



## APPLICATION & FINALIST TERMS & CONDITIONS (TOP MODEL 2024)

IT IS THE APPLICANTS/FINALISTS RESPONSIBILITY TO ENSURE THAT ANY THIRD PARTY OR PERSON WHO MAY BE AFFECTED BY THESE TERMS & CONDITIONS IS MADE AWARE OF THE CONTENTS.

### ELIGIBILITY

1. An Applicant must adhere to the following to be considered as a Finalist;
  - UK based Applicants should be **female and aged 14 years or over** OR **male and aged 18 years or over** on or before **Saturday 14th September 2024** or at the Selection Panels discretion.
  - International based Applicants should be **female and aged 18 years or over** OR **male and aged 18 years or over** on or before **Saturday 14th September 2024** or at the Selection Panels discretion.
  - Under 18's require parental or guardian consent to enter the competition which is acknowledged and agreed by checking the appropriate box on the Application Form.
  - There is no upper age limit to Apply for the TOP MODEL competitions.
  - UK competition Applicants must hold a valid British/UK/Eire passport or be of proven UK permanent residency or second generation British if living outside of the UK.
  - Worldwide competition Applicants must hold a valid passport or have family lineage or long-term residency for the country they wish to represent.
  - An Applicant confirms their acceptance of these TERMS & CONDITIONS and of the MODEL RELEASE and of the ENTRY CRITERIA by completing and submitting an official Application Form and ticking the relevant acceptance boxes, and confirm that they have completed all of the information required on the Application Form.
  - Applicants/Finalists agree to partake in any photography or filming when attending any official Top Model events.
  - Participation in TOP MODEL may require Applicants/Finalists to wear and be seen in swimwear or similar style garments appropriate and respectful to the moral or religious beliefs of the Applicant/Finalist, if required.
  - Applicants must not have any serious criminal convictions or have been in any way involved in any illegal or immoral activities, as deemed applicable by the organisers.
- 1.1 There is no Entry Fee to apply for the Top Model competitions and public voting is not required to be selected.
- 1.2 Failure to disclose accurate information on the Application Form or in any related or subsequent correspondence may result in the Applicants/Finalists expulsion from the Top Model event at the discretion of the organisers and without redress.
- 1.3 On Applying for the TOP MODEL competition, the Applicant will have been directed to read and understand these Terms & Conditions and Model Release and in doing so has agreed to be bound by them.

### BEHAVIOUR AND CONDUCT

2. All Applicants/Finalists and any related third parties are required to conduct themselves in a respectful, polite, responsible and sportsmanlike manner at all times. Failure to maintain a standard of behaviour and decorum acceptable to the organisers may lead to disqualification and expulsion/ejection of the Applicant/Finalist or any third party and without redress.

### FINALISTS 'PLACE CONFIRMATION'

3. If an Applicant is selected for a place in the TOP MODEL competition and Finals, the Applicant is required to fund a Place Confirmation as their commitment to the competition and to the charity. The Place Confirmation commitment includes;
  - A confirmed place in the Top Model competition and finals
  - Official branded TOP MODEL finalists branded Neck Pass/Lanyard
  - Official branded TOP MODEL finalists merchandise (where applicable)
  - Free entry to the Official Top Model VIP show parties
  - Professional Coaching & Mentoring
  - Professional Make-Up & Hair at the Finals
  - Dressed by Designers at the Finals
  - Access to official images from the Finals
  - Advice & Guidance

The minimum charity donation (Place Confirmation) for an applicant to confirm their place as a Top Model 2024 finalist is just £175. This can be funded from one person or by a company or from multiple sources or be paid by the Finalist.

3.1 If a company or business provides the Place Confirmation on behalf of a Finalist, the company or business is entitled to have their business name and web-link prominently positioned with the Finalists personal online competition profile for the duration of the competition to advertise the business.

3.2 If a Finalist is selected through an official Top Model Worldwide internationally Licenced event, the Place Confirmation is arranged through the specific Licenced event and is therefore not required from the selected finalist.

3.3 Payment of the Place Confirmation becomes due at the time of an Applicant being accepted and offered a place as a Finalist for the TOP MODEL competition. Qualification for a Final place is officially offered when made verbally at an official interview, via e-mail or via post by the organisers. A Finalists place is not official or confirmed until the Place Confirmation has been received as cleared funds by the organisers.

## **OBLIGATIONS AND COMMITMENTS : FINALISTS**

4. All Finalists are required to willingly attend and be present at all Top Model official events throughout the competition process as required by the organisers and Finalists must apply themselves in a professional manner at all times. The organisers do-not expect Finalists to attend all non-compulsory events due to the geographical nature of TOP MODEL.

4.1 Finalists must retain the look, shape and weight which was reflected at their interview or at the point of selection.

4.2 Finalists agree to seek and solicit local media interest and coverage in relation to their qualification for TOP MODEL and agree to participate in and co-operate with all press and media opportunities, where applicable.

4.3 Finalists are responsible for their own personal expenses but may seek Sponsorship to cover these, if wished.

4.4 Finalists must arrive on time and remain for the duration for all compulsory Top Model events and be properly prepared for such, as per the instructions provided by the organisers prior to each event.

4.5 Finalists cannot participate in any other model competitions or beauty pageants for the duration of the TOP MODEL competition without the prior written consent and of Top Model. This excludes formal commitments that a Finalist has made prior to being accepted as a Finalist of Top Model, the likes of which must be notified to Top Model when applying.

4.6 Make-up and Hair styling will be assigned and provided by the organisers creative teams and the Finalist agrees to accept the decisions of the creative teams without complaint and agrees to wear any garments and accessories allocated to them, whether provided by the organisers, a third party, designer, or when selected from a Finalists own pieces.

4.7 Finalists agree to provide one 'self-styled' outfit which is to be worn by the Finalist in their own Final show and to accessorise and embellish accordingly and as desired. The theme of the 'self-styled' outfit will be advised to all finalists.

4.8 All Finalists confirm that they are not exclusively bound or legally obligated to any form of Personal representation, Management or Agent at the time of being accepted as a Top Model Finalist and cannot do so during the competition if not.

4.9 All Finalists agree to sell or purchase a minimum of four (4) tickets of any ticket value for their own show to family members, friends, supporters, sponsors or third parties in order to support the charity, to provide a minimum level of support for all Finalists at the Finals event and to avoid partisan audiences. Additional tickets can be purchased and there is no maximum number of tickets that can be purchased or sold (subject to availability). All tickets are non-refundable.

4.10 All finalists agree to support the official TOP MODEL charity in whatever way they can to enhance the profile of the charity and to increase the charity fundraising and agree that TOP MODEL may share their personal data with the official charity for direct communication only and this information will not be shared with any other third party.

4.11 All finalists agree to promote their participation in TOP MODEL, the competition as a whole and the official charity through regular social media promotions and interactions and use any #hashtags or links provided by TOP MODEL for such.

## **OBLIGATIONS AND COMMITMENTS : MAIN TITLE WINNERS AND AWARD RECIPIENTS**

5. The Winner of a TOP MODEL main title agrees to willingly participate in all official events, photographic shoots, shows, publicity and the like that the organisers deem appropriate during the 12 (twelve) month period following receipt of their title and agrees to fulfil all obligations in relation to prizes offered and awarded. Failure to do so may render any awards or prizes void and withdrawn and will result in financial compensation being due to the organisers for any losses incurred, whether literal or perceived, and without redress.

5.1 The Winner of a TOP MODEL main title agrees to wear the Top Model winners sash to all model or fashion events that they may attend during the duration of their reign or wear some form of official Top Model branded merchandise should a sash not be suitable for a specific event.

5.2 The Winner of a TOP MODEL main title agrees to not do anything that will discredit the name of TOP MODEL, the organisers, sponsors or associates at any time. Such will be deemed as inappropriate behaviour at the discretion of the organisers for which financial compensation may be sought by the organisers or any aggrieved party and the title removed.

5.3 The organisers retain the right to remove any TOP MODEL title or prize from any award winner or prize recipient if, in the opinion of the organisers, the individual brings the name of the event, organisers or title in to disrepute or does not fulfil her or his obligations under these Terms & Conditions. In such circumstances, all prizes and award trophies will be revoked and become returnable within 14 (fourteen) days and any costs or losses incurred in such matters will be the full liability of the individual Finalist involved.

5.4 The Winner of a TOP MODEL main title agrees and accepts that the organisers will receive 10% of all model related income generated by an award recipient for a minimum term of twelve (12) months following acceptance of a main title by a Finalist. Any extension or waiving of this term may be negotiated on an individual basis. Such income relates to all activities where an award recipients face, likeness or body form is used in any way but excludes any contracts signed and dated prior to the award recipient's initial Top Model finalist selection. It is the award recipients' responsibility to keep accurate records of such income and the Finalist accepts that the commitment is in recognition of an individuals increased profile during the Top Model competition and following receipt of a Top Model award.

5.5 The Winner of a TOP MODEL main title agrees and accepts that the organisers have the right to negotiate primary and exclusive professional commitments on behalf of all Top Model main title winners for a minimum of twelve (12) months following the event and retain 25% of any such income generated from these activities, where applicable.

5.6 The Winner of a TOP MODEL main title can be released from their commitments to Top Model under these Terms & Conditions at any time where financial compensation to Top Model has been agreed and paid between the individual wishing to be released and Top Model.

## **LIABILITIES**

6. The Applicant/Finalist understands and accepts that she/he is fully liable for her own personal safety and liabilities, actions and well-being. Any consequences or results of an Applicants/Finalists actions, whether direct or indirect and including loss, damage or injury to the Applicant/Finalist and/or third parties, are the Applicants/Finalists own personal liability and responsibility, without redress to the organisers.

6.1 The Applicant/Finalist understands and accepts that the organiser shall not be held responsible or liable for any injury to any Applicant/Finalist, supporter or third party or for the loss or damage to any of their property or possessions that might occur during any part of the competition process or thereafter. All parties should seek or acquire appropriate insurance if so deemed necessary. Personal belongings or possessions are willingly used and stored entirely at the Finalists/Applicants own risk and the Applicant/Finalist agrees to take every due care and attention to safeguard such and, in doing so, consider and protect the well-being, safety and security of those around her/him, without redress to the organisers.

6.2 Whilst every care is taken in the preparation of published information, dates, locations, times or materials, the organisers shall not be liable for any errors or omissions or be held responsible for any unfulfilled guarantees made by third parties. The organisers reserve the right to make operational and other changes to any element of the event, if required.

6.3 The organisers accept no liability for the loss, damage or abuse of any materials or possessions which have been provided or submitted to the organisers, whether directly or via a third party carrier or source.

6.4 The dates, times and/or location of any official Top Model event or show may be changed by the organisers at any time if deemed necessary or under extenuating circumstances and without redress to the organisers. In such circumstances, no compensation claims or liability will be accepted on the part of the organisers except where event tickets have been purchased, in which cases the maximum compensation liability will be limited to ticket provision of equal value for a new or subsequent date and/or venue. No refunds will be given.

6.5 The organisers shall not be held liable in any way whatsoever or however arising for any loss of business or profit or other consequential loss of the Applicant/Finalist or any agents and in any circumstance shall not be held liable for any failure to perform its obligations under this agreement where such failure results from circumstances beyond the organisers reasonable control and shall not be liable to any third party for any loss of profit, financial loss, depletion of goodwill or any indirect loss, damage, costs or expenses whatsoever which arise as a result of any such obligation.

6.6 Applicants/Finalists agree and accept that the organisers have no liability for the failure of any Visa applications, travel and transport arrangements or any other such matters that prevent an Applicant/Finalist fulfilling their obligations.

6.7 All prizes awarded or promised may be substituted, removed or replaced by the organisers at any time, if necessary, and prizes are non-exchangeable without prior consent from the organisers. The organisers or allotted representatives cannot accept responsibility or liability for the failure of any prizes or promises made or provided by any third party, the reliability of which is accepted by the organisers as a genuine prize offer at all times.

6.8 The Finalist will have provided a Place Confirmation payment to confirm and secure their place in the TOP MODEL event which is paid on the understanding that the agreed sum constitutes the part funding of the individual Finalist's place costs and, in accepting a place in Top Model, acknowledges that the Place Confirmation is non-refundable. Any subsequent third party redress on such matters is between the Finalist and any third party.

## **RIGHTS AND USAGE**

7. Applicants/Finalists acknowledge that all rights in the TOP MODEL event are vested in the organisers.

7.1 Applicants/Finalists agree and accept that all images and video footage of the Applicant/Finalist, whether submitted by the Applicant/Finalist or produced in relation to the Top Model event, may be used by the organisers in any way deemed relevant for promotional, public relations, publication, internet or social media purposes. In agreeing, the Applicant/Finalist waives all rights to copyright claims or claims of intellectual property rights for an indefinite period.

7.2 Applicants/Finalists agree and accept that it is the responsibility of the Applicant/Finalist to seek the appropriate permissions from any relevant third parties relating to the use of images or materials submitted by the Applicant/Finalist to the organisers and any subsequent redress relating to this is between the Applicant/Finalist and any relevant third party.

## **GENERAL**

8. The organiser may amend any of these Terms and Conditions at any time, if so deemed necessary, and the organisers retain the exclusive right to adjudicate, determine or settle any matters not covered within these Terms & Conditions.

8.1 These Terms & Conditions replace any previously issued and are automatically applicable from the date that an applicant completes an Application Form in the stated competition year that these Terms & Conditions are issued.

8.2 A Selection Panel of no less than two officially authorised persons will oversee and select the Top Model Finalists from all applications submitted and their decisions will be final. A Judging Panel of no less than three officially authorised persons will oversee and select the Top Model Award Winners from all finalists participating and their decisions will be final.

8.3 All matters relating to Finalist selections and the selection of Award Winners shall be determined by the Judges or Selection Panel members appointed by the organiser and the organisers appointed Adjudicator. The Judges' decisions shall be final and the Judges will not be required to enter into any correspondence with any individual in relation to the selections. All such required correspondence should be undertaken in writing directly with the organisers.

8.4 For purposes of ALL communication, notifications, updates or the distribution of information, the e-mail address provided by the Applicant/Finalist at the time of submitting an application will be used in all cases and such is accepted by all parties as the acceptable method of communication. Applicants/Finalists are personally responsible for the regular checking of such and any related administration or communication that may be required.

8.5 The Applicant/Finalist understands and accepts that it is the Applicants/Finalists responsibility to inform all related third parties of any relevant commitments within these Terms & Conditions that may affect them and any subsequent relevant communications. Any subsequent matters or disputes in respect of such shall be undertaken between the said Applicant/Finalist and any such third parties, without redress to the organisers, sponsors or associates.

8.6 In accepting these Terms & Conditions, the Applicant/Finalist also acknowledges acceptance of the associated Model Release which the Applicant/Finalist confirms he/she has read and has understood the content and obligations.

8.7 Failure to fulfil any of the obligations or commitments detailed in these Terms & Conditions may result in the expulsion of an Applicant/Finalist from the competition at the discretion of the organisers and without redress to the organisers.

8.8 The TOP MODEL logo and posing girls graphic is a registered trademark and cannot be used, copied or reproduced in any way or form without the express permission of the organisers.

8.9 The commitments and obligations made within these Terms & Conditions and all subsequent permissions and rights shall be freely assignable by THE TOP MODEL FOUNDATION at their discretion.

## WORDING AND TERMINOLOGY

9. The specific terminology and wording that has been used for the purposes of these Terms & Conditions is;

**Organiser** or **Organisers** is the term used when referring to THE TOP MODEL FOUNDATION.

**Applicant** is the term used for an individual who completes and submits an Application Form for TOP MODEL.

**Finalist** is the term used for an individual who completes and submits an Application Form and is subsequently accepted for a place in the TOP MODEL competition event.

**Third Party** is the term used for all individuals, groups or organisations other than the Organisers or the Applicant.

**Supporter** is the term used for any member of the family of an Applicant/Finalist or any other person accompanying or supporting an Applicant/Finalist at any TOP MODEL event.

**Contest** or **Competition** or **Event** is the term used when referring to any division of the annual TOP MODEL competition and/or event.

**Audition** is the term used when referring to any of the TOP MODEL finalist selection events arranged by the Organiser.

**Final** is the term used when referring to the finale of the TOP MODEL competition process held at a specified venue on a specified date or dates.

**Winner** is the term used when referring to an individual Finalist placed first in any category at the annual TOP MODEL finals event.

**Top Model** is the term used when making reference to the event, competition, shows or related model awards activities operated by THE TOP MODEL FOUNDATION



## MODEL RELEASE

This official TOP MODEL Model Release is issued as an integral part of the Top Model competition application process and forms part of the official Terms & Conditions.

When completing and submitting an official Application Form to be considered as a Finalist for the Top Model competition, the Applicant agrees to the following Model Release terms in addition to the standard Terms & Conditions;

1.1 By accepting a Top Model final place I grant to TOP MODEL the absolute and irrevocable right and unrestricted permission in respect of my image and/or voice and/or words in video, film, computer generated presentations referred to as digital resources as well as photographic portraits or pictures that have been taken of me; to use, re-use, publish, and re-publish the same in whole or in part, individually or in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith if they so choose.

1.2 I hereby waive any so called "moral rights of authors" if I am used in video or film programming and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988 ("the act") as I now have or hereafter acquire in relation to the filming and I hereby grant TOP MODEL consent under Part II of the Act to enable TOP MODEL to make the fullest possible use of my services hereunder.

1.3 TOP MODEL may without my further consent use my name, likeness, biography, photographs of me and recordings of interviews with me in advertising, publicity and on the Internet. I hereby release and discharge TOP MODEL, its owners, employees, staff, associates or representatives from any and all claims and demands arising out of or in connection with the use of any films, photographs, including without limitation any and all claims for libel or invasion of privacy.

1.4 TOP MODEL, its owners, employees, staff, associates or representatives shall not be held liable to me or my legal representatives for any loss or damage or injury to me or my property caused or suffered in connection with TOP MODEL making use of my image and/or voice and/or words in video, computer generated presentations referred to as digital resources as well as photographic portraits or pictures that have been taken of me in which I may be included with others.

1.5 This authorisation and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of TOP MODEL, as well as the person(s) for whom the photographs were taken.

1.6 This Model Release shall be freely assignable by TOP MODEL at their discretion.

1.7 The Courts of England have sole jurisdiction in relation to the terms and conditions of this Model Release, which shall be interpreted according to English Law.

1/10/2022