

# Wearable Art Creatives Show – 2023

## Terms & Conditions and Consent Forms

### 1. Introduction

- 1.1. Please read carefully and understand all terms and conditions before applying for the Wearable Art Creatives (WAC) Show - 2023.
- 1.2. Submitting the online application form confirms that you have read, understood, and accepted the terms and conditions of the show.
- 1.3. Participation in the WAC Show is by pre-selection process only.
- 1.4. Application does not constitute acceptance or entry into the WAC Show.
- 1.5. For the purposes of the WAC Show terms and conditions:
  - a) the 'designer' refers to either an individual designer or ALL members of a design team or design group (e.g. community group, school, or organisation).
  - b) Wearable Art Creatives is referred to as WAC
  - c) Wearable Art Creatives Show 2023 is referred to as the WAC Show.
- 1.6. Information provided, including dates and times listed are correct at time of publishing but may be subject to change. Please refer to the *Disclaimer* section of the document for more information.

Successful designers will be notified by email of any changes.

### 2. Pre-selection Requirements

- 2.1. Application:
  - a) All steps on the application form must be completed as instructed for the application to be valid, including completing and signing this Terms & Conditions and Consent Forms document.
  - b) Designers may apply to the WAC Show as either:
    - i. Individual Designer (ID)
    - ii. Design Team (DT) (up to 5 designers)
    - iii. Design Group (DG) (e.g. community group, school, or organisation)
  - c) Designers under 18 years of age must have signed consent from a parent/guardian to apply to participate in the WAC Show.

- d) If applying as an Individual Designer (ID):
- i. The ID will be the contact person for communications with WAC.
  - ii. The ID must complete the *Designer Contact Information* section of this document for Individual Designers (p12).
  - iii. The ID must sign the *Acceptance of Terms & Conditions* section (p14), and the *Photograph and Film Consent, Release and Waiver* section (p16) of this document.
- e) If applying as a Design Team (DT):
- i. one designer must be nominated as the Team Leader and will be the contact person for communications with WAC.
  - ii. the Team Leader must complete the *Designer Contact Information* section of this document for Design Teams (p13).
  - iii. the Team Leader must ensure each designer has signed the *Acceptance of Terms & Conditions* section (p14), and the *Photograph and Film Consent, Release and Waiver* section (p16) of this document.
  - iv. the Team Leader must upload all signed documents (for each of the members of the DT) with the application.
  - v. it is the responsibility of the Team Leader to inform all members of the DT of any correspondence from WAC.
- f) If applying as a Design Group (DG):
- i. one designer must be nominated as the Group Leader and will be the contact person for communications with WAC.
  - ii. the Group Leader must complete the Designer Contact Information section of this document for Design Groups (p13).
  - iii. if selected and accepted into the WAC Show, it will be the Group Leader's responsibility to ensure each designer has signed the *Acceptance of Terms & Conditions* section (p14), and the *Photograph and Film Consent, Release and Waiver* section (p16) of this document, and to submit these signed forms by the notified due date.
  - iv. It is the responsibility of the Group Leader to inform all members of the DG of any correspondence from WAC.

- g) Pre-selection process requires a wearable artwork:
- i. Design composed of:
    - a. annotated drawings with front and back views and an indication of colours, materials, garments and accessories (e.g. headpiece), to be used.

**OR**

    - b. annotated drawings (see above), **accompanied by photographs** of either a complete or 'in-progress' wearable artwork with front, back, and side views.
  - ii. Description that explains:
    - a. Conceptual ideas the artwork represents and any links to the chosen category (up to 200 words)
  - iii. Artist Statement for the online gallery (50 – 100 words)
- h) Designers can submit multiple applications.
- i) Each application submitted must relate to one category ONLY.
- i. WAC reserves the right to re-categorise a wearable artwork if it is deemed more suitable for the overall WAC Show.
- j) A design can consist of one, two, or three wearable artworks connected by concept and presented together.
- i. See Entry Fees (Section 3. 3.2) for information about associated costs.
- k) An application for a wearable artwork previously presented in another context (e.g. competition or show) is only eligible to enter the WAC Show with approval by WAC. Please indicate this on your application form and provide details where directed.

- 2.2. Successful applications will be presented in a choreographed performance at the WAC Show as part of the POSE event held by the Townsville City Council in 2023.
- 2.3. Designers agree to allow their wearable artwork to be available for the WAC exhibition at Pinnacles Gallery (1 September – 1 October 2023). Note: Due to limited space, only a selection of WAC 2023 artworks will be exhibited.
- 2.4. Designers agree to provide further information to WAC, regarding the designer/s, or the wearable artwork, if required.
- 2.5. All designers agree to perform the responsibilities of the designer as outlined in Section 10 – The WAC Show.
- 2.6. All designers agree to adhere to all parts of the application and selection process, and all clauses in the WAC Show *Terms & Conditions and Consent Forms* document.
- 2.7. All designers agree to accept and abide by the decisions or other rulings made by WAC in relation to the application process, the WAC Show and/or the *Terms & Conditions and Consent Forms* document.
- 2.8. Any decisions made by WAC will be final and not open to challenge by the designer.

### 3. Entry Fees

- 3.1. A non-refundable entry fee of \$100 for each selected application will be required upon notification of acceptance into the WAC Show.
- 3.2. A design application requiring more than one model, will be charged at a 'per model' rate of \$100 each.

For example: A design requiring two models will incur an entry fee of \$200; a design requiring three models will incur an entry fee of \$300.

- 3.3. Payment details will be provided upon selection into the WAC Show.
- 3.4. Each application selected for the WAC Show will receive:
  - a) 1 x complimentary ticket to the WAC Show
    - i. Complimentary ticket is per wearable artwork, NOT per designer (i.e. DTs and DGs will receive 1 x complimentary ticket ONLY.)
    - ii. Designs consisting of more than one wearable artwork will receive the equivalent number of complimentary tickets.  
  
For example: A design requiring two models will receive 2 x complimentary tickets; a design requiring three models will receive 3 x complimentary tickets.
  - b) a model to wear the artwork (refer to Section 8. Models)
  - c) Hair and Makeup artists for the model (refer to Section 9. Hair and Makeup)
  - d) recognition of the artwork and designers on the WAC website.
  - e) recognition of the artwork and designers in the POSE event program.

## 4. Key Dates

### 4.1 Applications

- a) Applications must be submitted via the online application form.
- b) Applications open on Monday 3 October 2022.
- c) Applications close on Friday 2 December 2022 at 5pm.
- d) Designers will be notified of their application outcome via email from Monday 5 December 2022.
- e) Entry Fee due 9 December 2022.
- f) Designers requiring assistance with online application submission should contact WAC on [info@wearableartcreatives.com](mailto:info@wearableartcreatives.com) at least one week prior to the due date.

### 4.2. Progress Form (including photos of wearable artworks) will be required by 5pm Friday 17 February 2023.

- a) Failure to submit a Progress Form, or to demonstrate adequate progress or quality standard of wearable artwork construction, may result in the artwork being removed from the WAC Show.
- b) See Progress Form (Section 6) for more information.

### 4.3. Meet & Greet (with Hair and Makeup Artists) and Dress Fitting on WAC models.

- a) Sunday, 19 March 2023.
- b) Date, time, and venue to be confirmed.
- c) Designers will be notified of confirmed details via email.
- d) Non-local designers – please refer to Section 10.1c - Designer Responsibilities

### 4.4. Photos for POSE event program required by 5pm 21 April 2023.

- a) Emailed to WAC Team.
- b) Instructions provided closer to due date.

### 4.5. Dressing Instructions required by 5pm 12 May 2023.

- c) Emailed to WAC Team using provided template.
- d) Template provided closer to due date.

### 4.6. Artworks delivered to WAC Show venue for Dress Rehearsal.

- a) Friday 16 June 2023  
Townsville Entertainment and Convention Centre
- b) Date and Time - to be confirmed.
- c) Designers will be notified of confirmed details via email.
- d) Non-local designers – please refer to Section 10.1c - Designer Responsibilities

### 4.7. WAC Show

- a) Sunday, 18 June 2023  
Townsville Entertainment and Convention Centre
- b) Time - to be confirmed.
- c) Designers will be notified of confirmed details via email.

- 4.8. Artworks collected from WAC Show
  - a) Artworks to be collected immediately after the WAC Show performance.
  - b) Non-local designers – please refer to Section 10.1c - Designer Responsibilities
- 4.9. WAC Exhibition
  - a) 1 September – 1 October 2023  
Pinnacles Gallery, Townsville
  - b) Exhibition Opening Date - to be confirmed.
  - c) Details regarding storage, install and demount to be provided closer to the date.

## 5. Wearable Artwork Requirements

5.1 All wearable artworks and associated garments and accessories must be wearable, i.e., they must be able to be worn on the human body.

### 5.2. Wearable Artwork Safety

- a) The artwork must be safe for a model to wear and perform in.
- b) Artworks must be made to withstand transportation and some choreographic movement on stage.
- c) Models must be able to see clearly and breathe easily while wearing the artwork.
- d) Artwork weight must be evenly distributed and comfortable to wear and perform in.
- e) Headpieces must be fitted and well balanced and must be clearly identified in the application design.
- f) When worn by a model, the artwork must be easily able to enter and exit the stage via a 1.5m wide opening.
- g) Do not supply earrings for pierced ears.
- h) Do not supply make-up – this will be organised and supplied by WAC.
- i) WAC reserves the right to ask designers to alter aspects of their artwork if there is a potential risk to the safety and well-being of persons associated with the WAC Show (including but not limited to models, dressers, staff, audience etc.). Failure to rectify artwork may result in the removal of artwork from the WAC Show.

### 5.3. Wearable Artwork Materials

- a) Electrical wiring, if used, must be safe and simple to operate and must comply with Australian standards. [www.worksafe.qld.gov.au/laws-and-compliance/electrical-safety-laws/laws-and-legislation/reference-materials](http://www.worksafe.qld.gov.au/laws-and-compliance/electrical-safety-laws/laws-and-legislation/reference-materials)
- b) Do not use perishable materials, unless properly treated, including animal products, plant products and food.
- c) Materials with raw or sharp edges must not be used.

#### 5.4. Wearable Artwork Accessories

- a) All items the model is required to wear as part of the artwork must be supplied by the designer.
- b) The exceptions to this rule are underwear and shoes.
- c) Underwear:
  - i. All models will supply their own strapless bra (nude or black) and full brief/G-string (nude or black).
- d) Shoes:
  - i. All models (unless otherwise specified) will wear their own black or nude shoes.
  - ii. Designers may supply shoes if they form part of their overall artwork design, however WAC cannot guarantee they will be worn if the shoes do not fit the assigned model. In this case, the model will wear their own shoes.
  - iii. Designers are encouraged to use spatterdash or 'spats' to cover the model's shoes.
  - iv. NO SHOES will be worn by the model if this is specified on the application form. However, if a safety risk arises then the model will be asked to wear appropriate footwear.

#### 5.5. Wearable Art Labelling

- a) WAC recommends designers attach a label to the inside of each piece of their artwork (including accessories).
- b) See Indemnity (Section 15).

#### 5.6. Wearable Art Sizing

- a) Artworks should be made to fit the Australian standard sizing chart.
  - Female Size: 6, 8,10,12, 14 (please indicate size on application)
  - Male Size: S, M, L (please indicate size on application)
- b) HINT: Consider making your artwork 'adjustable' to allow for slight variations in model body sizing.

## 6. Progress Form

- 6.1. Progress Form with photographs of wearable artwork to be submitted by 5pm Friday 17 February 2023.
- a) Please supply the following FULL-LENGTH photographs on either a mannequin or a person:
    - i. Front view
    - ii. Back view
    - iii. Side view (Left)
    - iv. Side view (Right)
  - b) Additional photographs of wearable artwork details or accessories should also be included.
  - c) Photographs should be in full colour.

## 7. Dressing Instructions Form

- 7.1 Dressing Instructions form with photographs of wearable artwork will be required by 5pm Friday 12 May 2023.
- a) Dressing Instructions form supplied following successful entry.
  - b) See Section 6 for photographic requirements.
- 7.2 Dressing Instructions will be used as reference for dressing assistants at the dress rehearsal, and on show night, and to ensure all artwork items are accounted for.

## 8. Models

- 8.1 WAC will endeavour to supply all models for the show.
- a) Note: Size 6 – 8 female models are more prevalent than other sizes.
- 8.2 Models nominated by a designer must:
- c) attend a casting call held by WAC to determine their suitability for the show. Date to be advised.
  - d) sign WAC consent forms.
  - e) attend all artwork fitting sessions, choreography rehearsals, dress rehearsals, and briefings, and be available from 9am on the day of the show.
- 8.3 Some models supplied for the show may be under 18 years of age. Please indicate on your application form whether you require a model over the age of 18 years to wear your artwork.
- a) You should request a model over the age of 18 years if your artwork design has adult themes.
  - b) WAC reserves the right to withdraw an artwork if it is deemed inappropriate for the show.



## 9. Hair and Makeup

- 9.1 WAC will provide hairdressers and makeup artists for the show.
- 9.2 WAC will supply all hair and makeup products for the show.
- 9.3 Designers may request a particular hair and makeup look to complement an artwork.
  - a) this must be included in your design application.
  - b) WAC Hair and Makeup Teams will endeavour to create your requested look but cannot guarantee an exact reproduction.
- 9.4 WAC Hair and Makeup Teams will design hair and makeup for your artwork if you do not specify this in your design application.

## 10. The WAC Show

### 10.1 Designer Responsibilities

- a) The following sections outline the responsibilities of the designer for the WAC Show.
- b) The designer may nominate a person other than themselves to perform their responsibilities – this must be stated on the application form.
- c) Designers should contact the WAC Team asap if there are concerns regarding an available person to perform the designer's responsibilities so that alternative arrangements can be negotiated.

### 10.2 Designer Responsibilities for the WAC Show

- a) Dress Fittings and Hair & Makeup Consultations
  - i. The designer must attend a dress fitting and hair & makeup consultation session with their allocated WAC model on Sunday 19 March 2023.
- b) Dress Rehearsal
  - i. The designer must deliver their wearable artwork to the WAC Show venue on Friday 16 June 2023. Time to be confirmed.
  - ii. The designer must be available for a full-dress rehearsal with their wearable artwork on Friday 16 June 2023. Time to be confirmed.
- c) The WAC Show
  - i. Designers must be available to dress their model (i.e. WAC model or designer's nominated model) at the show on Sunday 18 June 2023.
  - ii. Designers must be available to pack and remove their wearable artwork after the show on Sunday 18 June 2023.
- d) The WAC Exhibition
  - i. Designers must be available to dress their mannequin for the WAC exhibition (Install date to be confirmed).

- ii. Designers must be available to pack and remove their wearable artwork after the WAC exhibition (Demount date to be confirmed).

## **11. Freight and Insurance**

- 11.1 Designers are responsible for all costs of packaging and freighting their wearable artwork to and from Townsville for dress fittings, photoshoots, rehearsals, the WAC Show, and the WAC Exhibition.
- 11.2 Designers are responsible for insuring their property at all times, including but not limited to, in transit to and from WAC fittings, photoshoots, rehearsals, at the WAC show, and at the WAC exhibition.

## **12 Wearable Artwork Imagery**

- 12.1. The designer grants WAC a perpetual, irrevocable right to photograph, film or take other footage of their artwork for the purpose of featuring or including the artwork, anywhere in the world, in:
  - (a) advertising, promotional and marketing material of any format including but not limited to print, film and digital; and
  - (b) merchandise of any type including but not limited to programmes, clothing, posters, images, films and other broadcast and media formats.

Wherever possible, WAC will acknowledge the designer in any publication, merchandising and/or promotional material which contains images and/or footage of a designer's artwork.

- 12.2. The designer grants to WAC a worldwide, royalty free, perpetual, transferable licence to use any images or media sent to WAC (including images, inspirations and stories) for promotional, merchandising, exhibition and/or media purposes, at no cost.

## **13. Photograph and Film Consent, Release and Waiver**

- 13.1. The designer agrees to sign a Photograph and Film Consent, Release and Waiver (see below).

## **14. Copyright**

- 14.1. The designer warrants and represents that their artwork:
  - a) is an original creation; and
  - b) does not infringe the intellectual property rights of any third party.
  - c) complies with the Australian Copyright Act 1968:  
<https://www.legislation.gov.au/Details/C2019C00042>
- 14.2. The designer indemnifies WAC against all actions, claims and demands (including the costs of defending or settling any action, claim or demand) arising from a breach of the warranties under the Copyright Act 1968

- 14.3. WAC reserves the right to withdraw an application or artwork which is not an original creation, does not conform to the Copyright Guidelines, or infringes another person's intellectual property rights.

**15. Indemnity**

- 15.1. The designer indemnifies WAC for any loss, damage caused or suffered, as a result of entering into the WAC show.
- a) The designer also waives all rights to take any legal action against WAC.
  - b) The designer agrees to be bound by any terms or conditions as set out in the WAC Terms & Conditions and Consent Forms document.

**16. DISCLAIMER**

At the time of writing, the above information is correct to the best of our knowledge. WAC reserves the right to make changes or amendments to deadlines, programming, awards (if applicable) and participation guidelines. While every care has been exercised in compiling and publishing the information contained in these pages WAC accepts no responsibility for errors or omissions or changes to the information.

**17. Queries**

For any queries regarding the Terms & Conditions and Media Release form, please email [info@wearableartcreatives.com](mailto:info@wearableartcreatives.com)

# IMPORTANT INFORMATION

## PLEASE READ

To participate in WAC 2023 Show the following forms **MUST** be provided:

1. **Designer Contact Information** (page 12 or page 13). This only needs to be completed by one person nominated as the Contact Person for an Individual Designer / Design Team / Design Group.
2. **Acceptance of Terms & Condition** (page 14). To be completed by EVERY designer (including every member of a Design Team or Design Group).
3. **Photograph and Film Consent, Release and Waiver** (page 16). To be completed by EVERY designer (including every member of a Design Team or Design Group).

## 1. DESIGNER CONTACT INFORMATION

1. Choose a Designer category - Individual Designer / Design Team / Design Group
2. List the name of the Individual Designer / Design Team / Design Group in the appropriate section below.
3. Name the contact person for that Designer category.

### INDIVIDUAL DESIGNER

<b>Name of Designer</b> <small>(This is what will be listed on the website)</small>	
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#### Designer / Contact Person

Full Name (in BLOCK letters)	
Mobile	
Email	
<b>Designer / Contact Person under 18 years of age must have Parent/Guardian contact details supplied:</b>	
Parent/Guardian Name:	
Mobile:	
Email:	

## DESIGN TEAM

<b>Name of Design Team</b> (This is what will be listed on the website)	
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### Team Leader / Contact Person

Full Name (in BLOCK letters)	
Mobile	
Email	
<b>Team Leader / Contact Person under 18 years of age must have Parent/Guardian contact details supplied:</b>	
Parent/Guardian Name:	
Mobile:	
Email:	

## DESIGN GROUP

<b>Name of Design Group</b> (This is what will be listed on the website)	
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<b>Name of Community Group, School, or Organisation</b>	
<b>Number of Participants</b>	

### Group Leader / Contact Person

<b>Group Leader / Contact Person must be an adult (over 18 years of age)</b>	
Full Name (in BLOCK letters)	
Mobile	
Email	

## 2. ACCEPTANCE OF TERMS & CONDITIONS

**By signing this form, you agree to all the Terms & Conditions as stated above.**

Designer/Participant Name:		
Mobile:		
Email:		
Designer/Participant Signature:		Date:
Witness Signature:		Date:
<b>Designers under 18 years of age must have a Parent/Guardian and Witness sign below:</b>		
Parent/Guardian Name:		
Mobile:		
Email:		
Parent/Guardian Signature:		Date:
Witness Signature:		Date:

## Wearable Art Creatives Show - 2023

### 3. Photograph and Film Consent, Release and Waiver (page 1)

Christina Papadimitriou trading as Wearable Art Creatives Australia (WAC)

#### Photo and Film Consent and Release

1. I give WAC, as well as the Third Parties defined in clause 1(b) and their assigns, successors, licensees, employees and agents, consent for all images, video recordings and audio recordings (the 'Images') taken of me or my artwork as part of the Event described below in the Schedule to be:
  - (a) Used and published in any media format or publication including social media, online media, print and newspaper, video, electronic communication and forms of public display for promotions, advertising or any other commercial purposes of WAC and the Third Parties including promotion and advertising relating to the Event and subsequent events; and
  - (b) Provided to third parties, including the Event organiser and promoter (where WAC is not the Event organiser or promoter), and WAC's subcontractors, volunteers and agents where approved by WAC, (the "Third Parties") for similar purposes as described in clause 1(a).
2. I consent for my name, the Images, and my likeness in all forms to be used for the purposes stated above and consent to alterations and cropping being made to such Images.
3. I waive any interest and rights I may have in relation to the copyright, fees, royalties, or other benefits whatsoever that may exist in the present and future and agree that WAC is the owner of the copyright in the Images (but the copyright in the artwork remains vested in the artists). I acknowledge that I am not entitled to, nor will I receive, any compensation from the use of the Images.
4. I understand that while WAC will make all reasonable efforts to ensure that there is no unauthorised use of the Images, WAC cannot guarantee against or control the unauthorised use of the Images by persons not associated with WAC.
5. I, forever waive any right to inspect or approve any publication in any format of the Images by WAC or the Third Parties. I release WAC and the Third Parties from loss, damage, costs, expense or claim (including consequential loss) connected with the use or publication of the Images or the failure to comply with this form.

#### Release and Waiver

I acknowledge and agree that I assume all of the foreseeable and unforeseeable risks of attending the Event, including but not limited to any risks that may arise from negligence, carelessness, damage or defective equipment on the part of WAC, the Third Parties, their employees, agents or contractors.

To the full extent permitted by Law, I release WAC and its associates from all liability associated with any loss, damage, costs, expense or claim that may arise as a result of my participation in, or in relation to, the Event.

If any part of this form is void or voidable at Law, then that part shall be severed from the form or read down to give effect to the remainder of the form and the remaining provisions shall continue to have effect.

### 3. Photograph and Film Consent, Release and Waiver (page 2)

#### Schedule

Designers and Witnesses must sign below:

Event Details:	<i>Wearable Art Creatives Australia (WAC) 2023 Show including all rehearsals, functions and affiliated events including promotion of the same Event in future years.</i>	
Participant Name:		
Mobile:		
Email:		
Participant Signature:		Date:
Witness Signature:		Date:
<b>Designers under 18 years of age must have a Parent/Guardian and Witness sign below:</b>		
Parent/Guardian Name:		
Mobile:		
Email:		
Parent/Guardian Signature:		Date:
Witness Signature:		Date:

WAC collects your telephone number and email for the purposes of obtaining your consent. Your contact details will not be published or disclosed without your consent, unless permitted or required by law. Your name may be released in the publication of the Images.