

Terms and Conditions relating to ‘The Search - #EveryBodyInPLT in association with The Four Model Management’

The promoters of ‘**The Search - #EveryBodyInPLT in association with The Four Model Management**’ (“**Competition**”) are PrettyLittleThing.com Limited of 49/51 Dale Street, Manchester M1 2HF and Four Model Management Limited of 49/51 Dale Street, Manchester M1 2HF (“**Promoters**”).

1. Eligibility

- 1.1. This Competition is open to in the UK and IRE over 18 years old, except for employees of the Promoters, their immediate family, sponsors of the Competition and their employees who are directly associated with the administration of the Competition.
- 1.2. All Entries by the entrant must be submitted online:
<https://www.prettylittlething.com/prettylittlething-the-search;>

2. The Competition

- 2.1. The title of the competition is ‘**The Search - #EveryBodyInPLT in association with The Four Model Management**’.

3. How to enter

- 3.1. To enter the Competition entrants must:
 - 3.1.1. Satisfy the eligibility criteria:
 - 3.1.1.1. Age: over the age of 18
 - 3.1.1.2. Location: either in the UK/IRE
 - 3.1.2. “Visit” the PLT landing page <https://www.prettylittlething.com/prettylittlething-the-search;>
 - 3.1.3. “Verify” that you are over the age of 18 years old;
 - 3.1.4. “Enter” your details in the fields in the application form (First Name, Last Name, D.O.B, Email Address, Country);
 - 3.1.5. “Upload” up to four (4) images of yourself without filters or editing (a mixture of head and full length shots would be preferred but not essential).
 - 3.1.6. “Read” the terms and conditions and privacy policy;
 - 3.1.7. “Click” submit entry (“**Entry**” or “**Entries**”).
- 3.2. Entries must be made between 12:00AM (BST) on 12/10/2020 and 11:59PM (BST) on 09/11/2020 (“**Competition Period**”) to be valid.
- 3.3. Entries received after the end of the Competition Period will not be valid.
- 3.4. No bulk, third party or automated entries are permitted.
- 3.5. All entrants (including the winner) must comply with any reasonable directions given to him or her by the Promoter in connection with the Competition. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Prize.

4. Winner selection and contact

- 4.1. A panel of judges (“**Judges**”) comprising of the Four Models scouts and PLT scouts will approach a selection of candidates via the email address provided in the that they believe would represent the brands well and have potential to win the Prize (“**Shortlist**”). For the avoidance of doubt, a selected candidate does not mean the candidate will automatically be a Winner.
- 4.2. The Judges will then select the five (5) Winners of the Prize (“**the Winners**”).
- 4.3. Once the Judges have decided which candidates will be included on the Shortlist to win the Prize, the Judges will invite the Shortlist to meet via video call.
- 4.4. Following the video calls with the Shortlist, the Judges will then select five (5) winners who fit the brand image the best. The Judges will have the sole discretion to choose the winning Entry and the Judges’ decision will be final. No correspondence will be entered into in respect of any decision made in connection with this Competition.
- 4.5. The candidates selected for the Shortlist of the Competition will be contacted directly in November 2020, and the Judges aim to announce the ultimate Winners within a reasonable time after the Shortlist has been created and video calls have been completed (which will depend on the Candidates and the Promoters schedules but is expected to be before 30 November 2020) (“**Announcement Date**”).
- 4.6. The Promoters will contact the Winners personally as soon as practicable after the Announcement Date (“**Winners**”). The Promoter will ask the Winners to provide further details in relation to the Prize (the “**Details**”). The Winners must provide the Details in order to claim the Prize.
- 4.7. If any Winner fails to provide their Details to the Promoter within 48 hours of the Promoter contacting the winner and asking them to provide the Details in accordance with clause 4.6 then the Promoter acting in its absolute discretion may:
 - 4.7.1. make further attempts to contact that Winner; and/or
 - 4.7.2. withdraw the Prize from that Winner.
- 4.8. If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter, the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and the Promoter may offer the Prize to a new Candidate on the Shortlist.
- 4.9. The full names of the Judges are available upon written request to **The Search - #EverybodyInPLT in association with The Four Model Management**’ at 49/51 Dale Street, Manchester M1 2HF.

5. **Prize**

- 5.1. The **Prize** comprises of the following elements:
 - 5.1.1. One (1) Photoshoot (over two (2) days) with a professional photographer to shoot a PLT Campaign at a date (anticipated in January 2021), time and location tbc by PLT (**Photoshoot**);
 - 5.1.2. Two (2) Content Shoots with a professional photographer at a dates, times and location tbc by PLT (**Content Days**);

- 5.1.3. Twelve (12) Gallery Shoots with in-house photographers at a dates, times and location tbc by PLT (**Ecomm Shoots**);
 - 5.1.4. An invitation for the Winners to attend a press and influencer dinner to celebrate the PLT Campaign. PLT will not be required to offer alternative events should the Winners be unavailable to attend (COVID-dependent); and
 - 5.1.5. One (1) modelling contract offer with the world renowned agency Four Model Management for a minimum term of twelve (12) months (subject to contract). The Talent shall be exclusive to PLT for the first two (2) months of the contract.
- 5.2. The Prize is subject to availability.
 - 5.3. The Prize at clause 5.1.1. – 5.1.3. shall be performed as part of the Model Contract listed at 5.1.5.
 - 5.4. The Promoters shall not be responsible for any delays or cancellations of any element of the Prize due to Covid-19 or some other force majeure event.
 - 5.5. The Promoters accept no responsibility for any costs associated with the Prize that are not expressly included.
 - 5.6. It is the responsibility of the Winner to obtain any necessary insurance and pay for applicable visas associated with the attendance of the Photoshoot (if necessary).
 - 5.7. PLT shall use the content created from the Photoshoot, Content Days and Ecomm Shoots to promote the Winners on PLT official social media and official website reaching an audience of millions
 - 5.8. If the Prize includes any information which is not yet known to the public, the Winner may be required to enter into and sign non-disclosure agreements to keep such information confidential e.g. discussing the campaign, attending events and any other information that PLT deems confidential.
 - 5.9. The Prize is non-transferable and non-refundable and the Winners cannot request any alternative prize (cash or otherwise).
 - 5.10. There will be a total of five (5) Winners announced.

6. **Winner publicity**

- 6.1. The Promoters reserves the right to publish the Winner's name and Entry on the Promoter's official social media accounts, including Twitter, Instagram and Facebook and on its website found at www.prettylittlething.com and www.thefourmodels.com
- 6.2. By entering the Competition, if you are a Winner you agree to your Entry being published in accordance with clause 6.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Competition without further recompense.

7. **Entry requirements**

- 7.1. Any Entry that is deemed by the Promoters, in their sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Competition or Promoter into disrepute will be excluded from the Competition and

the Promoter reserves the right to take any further action in respect of such Entry that it deems appropriate.

7.2. The Promoters will fully co-operate with any law enforcement authorities or court order requesting or directing the Promoters to disclose the identity of or to locate anyone posting or linking any content to its Twitter or Instagram pages which infringes any third party rights or is in breach of any of these Terms and Conditions or any applicable law.

8. Use and display of Entries and copyright

8.1. The copyright subsisting in the Entry must belong to the entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries. If an Entry contains reference to or images of a person, the consent of that person (or their parent or guardian if they are under 18) must have been obtained.

8.2. By submitting an Entry:

8.2.1. you licence and grant PLT, its affiliates and sub-licensees an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media including, but not limited to the PLT website, social media accounts, marketing materials, newsletters and promotional material without further compensation, restriction on use, attribution or liability;

8.2.2. you waive any moral rights or similar rights in respect of your Entry (and Photoshoot images) to which you may be entitled (at the time of submission or in the future) under the Copyright, Designs and Patents Act 1988 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world;

8.2.3. you acknowledge that third parties will have access to and will be able to republish your Entry in accordance with the terms of use of the social media platform through which your Entry is submitted.

9. Liability

9.1. Except for death or personal injury caused by negligence of the Promoters or their agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:

9.1.1. any Prize that is not redeemed;

9.1.2. any personal property;

9.1.3. any loss of enjoyment or wasted expenditure;

9.1.4. any system failures or malfunctions of any third party websites;

9.1.5. any incomplete, lost, delayed or late Entries;

9.1.6. any failure to fulfil obligations of any third parties involved in this Competition;

9.1.7. any fault, malfunction, damage, loss or disappointment suffered by the participants in the Competition howsoever arising from participating in the Competition;

- 9.1.8. communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Competition;
- 9.1.9. inaccessibility or unavailability of the internet, or any website (including without limitation any social media web sites) or any combination thereof through dial up, broadband, mobile internet or WAP connections;
- 9.1.10. any injury or damage to a participant which may be related to or arising from the Competition or the Prize;
- 9.1.11. if for any reason the Competition or any website in connection with the Competition is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or
- 9.1.12. any other matter outside of their reasonable control including COVID-19.
- 9.2. Nothing in these Terms and Conditions affects your statutory rights.
- 9.3. To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
- 9.4. The Winners agree to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:
 - 9.4.1. their Entry into this Competition; and/or
 - 9.4.2. their receipt and use of any Prize.

10. General

- 10.1. The Promoter reserves the right to cancel or amend the Competition or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Competition or these Terms and Conditions will be announced by the Promoter through its official website.
- 10.2. By entering the Competition you accept these Terms and Conditions as in force at the time you submit your Entry.
- 10.3. Any person who provides their Details to the Promoter in connection with this Competition accepts:
 - 10.3.1. these Terms and Conditions; and
 - 10.3.2. the use of their personal data by the Promoter:
 - 10.3.2.1. for the purpose of administration of the Competition (including publishing the names of the Winners and any administration relating to the Prize); and
 - 10.3.2.2. any other purpose for which they have consented.

- 10.4. The use of any personal data by the Promoter shall be in accordance with the Promoter's Privacy Policy which can be found on the Promoter's website <https://www.prettylittlething.com/privacy-policy/> / <https://thefourmodels.com/privacy-policy/>
- 10.5. Without prejudice to clause 7.1, the Promoter reserves the right to exclude any Entry from the Competition if it deems it to be ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.
- 10.6. No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.
- 10.7. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 10.8. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Promoter.
- 10.9. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 10.10. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.11. For the names of the Winner or for a copy of these Terms and Conditions please send a stamped addressed envelope together with your written request to **#EverybodyInPLT in association with The Four Model Management'** at PrettyLittleThing.com Limited of 49/51 Dale Street, Manchester M1 2HF
- 10.12. The Competition, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with the Competition or these terms.