

Terms and Conditions relating to PLT Presents the Future of Fashion

The promoter of Prettylittlething.com **PLT Presents the Future of Fashion** (“**Competition**”) is PrettyLittleThing.com Limited of 49/51 Dale Street, Manchester, M1 2HF (“**Promoter**”).

1. Eligibility and Conditions of Entry

1.1. This Competition is open individuals Worldwide. Entrants must be over the age of 18. The Promoter reserves the right to obtain proof of age and to refuse entry or to choose another winner if such proof, where requested, has not been given.

1.2. Employees of the Promoter or any associated company and their immediate family as well as sponsors of the Competition and their employees and judges of the Competition and their immediate family, or anyone else involved in the organisation of the Competition, may not enter the Competition.

1.3. The Competition is open to individuals only. All businesses (partnerships and companies) as well as any brands who currently design or supply to the Promoter, may not enter the Competition.

1.4. By entering into this Competition, the Winner will be required to agree and sign certain legal documents (“**Legal Documents**”) including but not limited to:

1.4.1. Non-Disclosure Agreement to keep details about the capsule collection and launch confidential; and

1.4.2. Employment/Contractor Agreement to detail the scope of the designer role, payment of the Prize and assignment of intellectual property rights in the designs to the Promoter.

1.5. Entrants will require access to the internet to enter the Competition.

2. How to enter

2.1. To enter the Competition, entrants must:

2.1.1. “Visit” the Promoters official website www.prettylittlething.com and “click” on the Competition landing page for ‘PLT Presents the Future of Fashion’;

2.1.2. “Enter” details (First Name, Last Name, D.O.B., Email Address, Country of Residence) in the relevant fields;

2.1.3. “Upload” between 5-10 original women’s product designs in a pdf format (not exceeding 50MB) for a PLT capsule collection;

2.1.4. “Submit” your designs (“**Entry**” or “**Entries**”)

2.2. Entries must be made between **9:00am BST on 08.09.20 and 23:59pm BST on 27.09.20** (“**Competition Period**”) to be valid.

2.3. Entries received after the end of the Competition Period will not be valid.

2.4. No third party or automated entries are permitted.

2.5. All entrants (including the winner(s)) 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.

3. Winner selection and contact

3.1. The Winner of the Competition will be announced via direct message (using the email address provided in the Entry) and on the Promoter's official social media channels on 30 September 2020 ("**Announcement Date**").

3.2. This Competition is a game of skill. An independent panel of judges ("**Judges**") employed by the Promoter and two guest judges will select one winner at the end of the Competition Period based on the following judging criteria:

- Creativity (25%)
- Originality (25%)
- Execution (25%)
- Alignment with the Competition (25%)

3.3. The Judges shall have the absolute discretion to choose the winning Entry and the Judges' decision shall be final. No correspondence will be entered into respect of any decision made in connection with the Competition.

3.4. The Promoter will contact the winner directly using the email address provided in the Entry ("**Winner**") whereby the Promoter may ask the Entrant for further information regarding their entry ("**Details**") and to sign the Legal Documents at clause 1.4. Once the Details and Legal Documents have been provided in the manner stipulated herein, the Promoter will provide further details regarding the Prize.

3.4. If any winner fails to provide their Details and/or agree the Legal Documents with the Promoter within 48 hours of the Promoter mention and direct message via email, asking them to provide the Details in accordance with clause 3.2 then the Promoter acting in its absolute discretion may:

3.4.1. Make further attempts to contact that winner; and/or

3.4.2. Withdraw the Prize from that Winner.

3.5. If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter (or if for any reason the Winner decides not to work with PLT to create the Collection) under clause 3:

3.5.1. 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 Winner selected by the Promoter in accordance with this clause 3.

4. Prize

4.1. By accepting the Prize, the Winner agrees to agree and sign the Legal Documents set out at clause 1.4.

4.2. The Winner of the Competition will win the following prize (“**Prize**”):

4.2.1. An opportunity to work with the Promoter to design a capsule collection of 5-10 original women’s product designs (“**the Collection**”) for the Promoter, which will be launched at a date tbc in February 2021 and retailed on the Promoter’s official website www.prettylittlething.com (and local language sites at the Promoter’s discretion); and

4.2.2. Editorial coverage and marketing support of the Collection at the Promoter’s discretion; and

4.2.3. A payment of the higher amount of: i) £20,000 (or an equivalent amount in the Winner’s local currency); or 10% of the proceeds generated from the first release of the Collection (proceeds shall mean the sale price of the product paid by the customer, less the product cost price and VAT); and

4.2.4. One (1) piece of every product in the Collection in the Winner’s requested size.

4.3. In respect of the Prize element at clause 4.2.1., the Promoter (acting in its sole discretion) will try to arrange a physical meeting where the Winner will be invited to the Promoter’s HQ in Manchester to meet the team and discuss the Collection. However, due to COVID travel restrictions and social distancing measures, if this is unable to happen the Promoter will arrange a ‘virtual’ meeting with the Winner.

4.4. The Winner of the Prize accepts that the Promoter shall have the sole discretion to decide key aspects of the Collection including but not limited to how the collection is developed, sourced, produced, sold, marketed, and distributed.

4.5. All of the Prizes above are subject to availability.

4.6. All of the Prizes above are non-transferable and non-refundable and the Winners cannot request any alternative prize.

4.7. The Promoter accepts no responsibility for any costs associated with the above Prizes that are not expressly included.

4.8. There will be a total of one (1) Winner announced.

5. Winner publicity

5.1. The Promoter reserves the right to publish any 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.

5.2. By entering the Competition, if you are a Winner you agree to your Entry being published in accordance with clause 5.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Competition e.g. to promote the Collection, without further recompense.

5.3. The Winner of the Competition automatically grants the Promoter with a worldwide, royalty-free, non-exclusive, irrevocable licence to use your name and likeness to promote the Competition and Collection on its official social media accounts and its official website.

6. Entry requirements

6.1. Any Entry that is deemed by the Promoter, in its 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.

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

7. Intellectual Property

7.1. The Winner of the Competition agrees that the Intellectual Property Rights (meaning any patents, utility model rights, copyright, trade marks, service marks, trade, business and domain names, database rights, design rights, topography rights, moral rights, goodwill and all other similar or analogous rights in each case in any part of the world) in the Entry shall vest in the Promoter. The Winner hereby assigns with full title guarantee to the Promoter all Intellectual Property Rights in the Entry.

7.2. By submitting an Entry:

7.2.1. you warrant that your Entry is original and does not infringe the Intellectual Property rights of any third party;

7.2.2. you warrant your Entry does not breach any laws;

7.2.3. you waive any moral rights or similar rights in respect of your Entry 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;

7.3. The Entrant shall not obtain any right, title or interest in or to the Intellectual Property Rights of the Promoter.

8. Liability

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

8.1.1.any Prize that is not redeemed;

8.1.2.any personal property;

8.1.3.any loss of enjoyment or wasted expenditure;

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

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

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

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

8.1.8.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;

8.1.9.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;

8.1.10. any injury or damage to a participant which may be related to or arising from the Competition or the Prize;

8.1.11. 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

8.1.12. any other matter outside of their reasonable control.

8.2. Nothing in these Terms and Conditions affects your statutory rights.

8.3. 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.

8.4. 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:

8.4.1. any third party intellectual property claims in connection with the Entry / Collection; and/or

8.4.2. their Entry into this Competition; and/or

8.4.3. their receipt and use of any Prize.

9. General

9.1. 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 and/or any Promotor staff.

9.2. By entering the Competition you accept these Terms and Conditions as in force at the time you submit your Entry.

9.3. Any person who provides their Details to the Promoter in connection with this Competition accepts:

9.3.1. these Terms and Conditions; and

9.3.2. the use of their personal data by the Promoter:

9.3.2.1. for the purpose of administration of the Competition (including publishing the names of the Winners and any administration relating to the Prize); and

9.3.2.2. any other purpose for which they have consented.

9.4. 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 at <https://www.prettylittlething.com/privacy-policy>.

9.5. Without prejudice to clause 6.1, 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.

9.6. No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

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 **PLT Presents the Future of Fashion ("Competition")** Prettylittlething.com Marketing, Wellington Mill, Pollard Street East, Ancoats, Manchester, M40 7FS.

9.11. 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.