

FASHIONCLASH  
**FESTIVAL**

## Terms & Conditions

### New Fashion Narratives

#### Parties

A. **FASHIONCLASH Foundation**, hereafter called **FC**.

B. The party receiving this document, hereafter called the **Participant**.

C. New Fashion Narratives as part of FASHIONCLASH Festival 2023, hereafter called the **Event**.

#### 1. Dates & Participation

1.1 The Event will be held physically in Maastricht, The Netherlands from Friday the 17th of November 2022 until Sunday the 19th of November 2023.

1.2 FC reserves the right at all times, due to unidentified circumstances, or if the organization of the Event requires it, to change the dates and times of the Event specified above, the space allocated to the Participant where their presentation will take place and its location, the program order or, in exceptional circumstances, to alter the concept of the Event or to cancel the Event. FC will, in any of these cases, take responsibility to inform the Participant of the reason for the measures taken and, wherever possible, will consider any request after consultation with the Participant. If cases as described above take

place, the Participant will not be entitled to claim any form of compensation for any costs incurred and/or loss or damage suffered as a result.

1.3 Changes to dates and times as referred to in this article will not entitle the Participant to cancel his application completely or partly.

1.4 By submitting the work to the Event, the Participant gives express permission for the work to be considered for selection and agrees that under no circumstance the work may be withdrawn, once submitted.

1.5 FC's decision to select or reject an application is final. No correspondence will be held regarding this decision.

1.6 General scheduling and timetabling of the public screenings and press & industry screenings are entirely at the discretion of FC.

1.7 FC has the right to present the work during the Event without paying any additional showcase fees to third parties.

#### 2. Presentation

2.1 FC is responsible for the overall construction, appearance and design of the Event.

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2.2 FC reserves the right not to present the work or to present the work in a different way with the purpose to contribute to the general atmosphere of the Event.

2.3 If FC and the Participant agree upon its necessity, Participant should be present at the Event in person, e.g., for the construction of the work. See 5.3 for compensation budget.

2.4 If Participant wishes to be present, but FC decides it's not mandatory to, Participant is allowed to be present, but responsible for their own travel and accommodation and the associated costs.

### 3. Promotion

3.1 FC is solely responsible for the promotion of the Event and will do its utmost best to ensure equal, unbiased promotion of each Participant and their contribution as well as the various program items.

3.2 FC will not be held accountable when certain media outlets do not choose to cover a contribution of a Participant.

3.3 If accepted, the Participant hereby agrees that the submission imagery, including film and clips, will be available for use in the

promotional activities of the Event and for further distribution through our networks, social media channels and events, unless otherwise agreed by prior written arrangement.

### 4. Copyright

4.1 FC is the proprietor of all intellectual property rights relating, in any way, to the Event. This includes the FC brand (name), logo(s) and the Event image(s). FC also reserves the right to use all the intellectual property of the Participant for promotional purposes.

4.2 FC may grant the Participant the right to use the brand(name), logo(s) and/or event image(s) for individual promotional use. In such cases FC is entitled to demand that the trademarks and/or pictures can only be used in the form provided by FC. The Participant may not use these trademarks and/or pictures for purposes other than to promote or distort them in any way.

4.3 Breaching the conditions contained in 4.2 the Participant shall immediately, at FC's first request, cease use of the trademarks and/or images

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concerned.

4.4 By entering the Event, the Participant confirms that they hold all rights/permissions for the submitted work. These include all rights for music, cast, location, broadcast, design, viewing, etc.

### 5. Compensation Budget & Payment

5.1 Participating in the Event is free of charge. Participant of the Event will receive a compensation between €100, excl. VAT and €250, excl. VAT, based on the type and size of the work. If the Participant is registered as a company with a valid VAT number, they can send an invoice to FC after participating in the Event – until the 20th of December 2023. If the Participant does not own a valid VAT number, they can ask for a compensation form to receive the compensation. The compensation budget is equal for both single and a collective Participant.

5.2 Additional (international) banking costs are on behalf of the Participant.

5.3 If it is mandatory that the Participant is present in person for e.g. the construction of the work, a compensation for travel expenses can be claimed up to €250 per

Participant. The Participant will receive a travel reimbursement form after the Event in which the invoices of the costs have to be attached, or can be included in the invoice from the Participant. The compensation budget is equal for both single and a collective Participant.

5.4 In case of cancellation on behalf of Participant, they will not receive the compensation budget.

5.5 If Participant cancels their participation after 1 September 2023, any costs incurred will be charged to the Participant, regardless of the reason.

### 6. Liability

6.1 FC nor any of its representatives, partners or sponsors are liable for any damage, directly or indirectly sustained by the Participant, their staff or their visitors, this also includes operating loss, theft, destruction or any other cause, if as such is caused by third parties.

6.2 FC is not liable for indirect and/or consequential damages, including, but not limited to, loss of profits and loss of turnover, whatever the cause of these damages may be.

6.3 The Participant holds FC

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harmless against any claim by third parties regarding the loss of items, however named, caused by the Participants themselves, their staff, or their visitors.

6.4 The Participant shall indemnify and hold harmless FC from and against any and all claims, liabilities, damages, and expenses (including but not limited to attorney's fees, and costs of the court) which may be incurred by reason of any claim involving copyright, trademark, credits, publicity, screening, and loss of or damage to the work entered.

6.5 If the participant wants to be insured for the damages mentioned in this article they must provide appropriate insurance for themselves for the duration of the Event.

6.6 If the Participant wants to ship items to the FC headquarters for the Event, they are responsible for the costs of custom taxes and duties on international packages outside the European Union.

6.7 The Participant warrants that in any case of rights dispute they will be liable for all legal costs incurred by all parties concerned.

6.8 The Participant warrants that they are authorized to commit their work for screening and

thereby indemnify and hold harmless FC, its sponsors, associates, affiliates, directors, employees, subcontractors, consultants (as the case may be) against any and all claims, liabilities, losses, damages and expenses, consequential or incidental of whatsoever nature and howsoever arising, including, but not limited to, copyright or trademark infringement and/or loss of or damage in respect of the content submitted.

### 7. Subletting

It is not permitted by the Participant to assign or sublet their participation to third parties without asking FC for written approval prior to the sublet. If the Participant decides to violate this clause, the Participant will have to pay FC a non-negotiable €2000, - fine.

### 8. Sponsors

8.1 FC has sponsor and partner relationships with several magazines and businesses. The Participant is not allowed to make their own sponsorship agreements with companies or organizations regarding their creative work that will be constructed, except when

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the Participant has received written permission of FC. FC reserves the right to demand that the agreement with the sponsoring company must be cancelled.

8.2 By entering, the Participant assigns all right, title and interest in the film and clips to FC, its sponsors, associates, affiliates, directors, employees, sub-contractors, consultants (as the case may be), for promotional and advertising purposes pertaining to the event in perpetuity and on an irrevocable basis. These purposes may involve the fulfilment of any sponsor's related affairs pertaining to the Event, subject to your availability and the sponsor covering all costs, including but not limited to, travel and accommodation.

### **9. Applicable law and jurisdiction**

9.1 The agreement between FC and the Participant, which includes these general Terms & Conditions, is governed by Dutch law.

9.2 All disputes arising out of or related to the agreement between FC and the Participant, must exclusively be brought before the competent judge of the Court of Maastricht, The Netherlands.