

**Melbourne Fashion Festival 2021**

**BRAND ACCREDITATION**

**For Official Partner Content Creators, Ambassadors, Photographers, Videographers**

The Melbourne Fashion Festival (**MFF or Festival**) is an annual celebration of fashion, arts, ideas and creative endeavour for everyone to enjoy. The Festival presents the country's largest fashion event including world-class runway shows featuring Australia's established and emerging designers, state-of-the-art production, retail events, industry forums, live entertainment and much more.

**Brand accreditation is required for all influencers, content creators, photographers, videographers and film crews who wish to attend the 2021 MFF to take photographs or videos for editorial use, including those creating or recording content for partners, sponsors and other commercially affiliated third parties.**

To be eligible for brand accreditation, you must submit a media accreditation request.

Approved applicants will be required to abide with the 2021 MFF Media Accreditation Terms and Conditions, a copy of which is included in the ANNEXURE to this application form.

**ANNEXURE**

**Melbourne Fashion Festival 2021**

**MEDIA & BRAND ACCREDITATION TERMS & CONDITIONS**

**1. Definitions**

In these Terms and Conditions:

**Ambush Marketing** means advertising conducted by a third party that is not authorised or approved by MFF which suggests a sponsorship, support or affiliation with MFF, or any event held as part of the 2021 Festival;

**AMPR** means AMPR Public Relations (Melbourne);

**MFF** means the Melbourne Fashion Festival, which is owned and operated by Melbourne Fashion Festival Ltd;

**Photographs** mean images including a product of photography or of a process similar to photography, other than an article or thing in which visual images forming part of a Video have been embodied, and includes a product of xerography;

**Videos** mean the aggregate of the visual images embodied in an article or thing so as to be capable by the use of that article or thing:

(a) of being shown as a moving picture; or

(b) of being embodied in another article or thing by the use of which it can be so shown;

and includes the aggregate of the sounds embodied in a sound-track associated with such visual images; and

**You** and **Your** means in your capacity as an individual selected to receive media accreditation to cover the MFF for the purpose of editorial outcomes.

## **2. Overview**

2.1 MFF is the nation's largest fashion event. MFF Ltd. is the not-for-profit organisation that operates and delivers MFF each year.

## **3. Terms & Conditions**

By submitting an application form for, and/or by receiving approval for, media accreditation for the 2021 Festival or by attending any event held as part of 2021 Festival as an accredited media representative, You agree to abide by and be bound by these Terms and Conditions and MFF's Ticketing Terms and Conditions, which are attached as an appendix to these Terms and Conditions (together, **Terms**). You hereby agree that the Terms will be binding on You and that You have carefully read and fully understood all of the provisions of the Terms, and that You are voluntarily entering into the Terms.

3.1 MFF collects personal information about You in order to process Your media accreditation application, to contact You about Your media accreditation application or approval, administer Your media accreditation or to send You MFF news and offers, and other purposes set out in our Privacy Policy (available at <http://melbournefashionfestival.com.au/privacy-policy/>).

We may disclose personal information we collect from You to third parties that help us deliver our services (including our public relations suppliers AMPR, information technology, software suppliers and creative agencies or as required by law). If You do not provide this information, we may not be able to consider and process Your media accreditation application form, properly administer Your media accreditation or provide all of our services to You. We may also disclose Your personal information to recipients that are located outside of Australia, including to information technology and software suppliers located in the United States of America.

Our Privacy Policy explains: (i) how we collect, use, disclose and store personal information, and how You may access and correct Your personal information; (ii) how You can lodge a complaint regarding the handling of Your personal information; (iii) how we will handle any complaint; and (iv) how You may opt-out of receiving marketing communications from us. If You would like any further information about our privacy policies or practices, please contact us at [fashion@mff.com.au](mailto:fashion@mff.com.au) or (03) 9654 5599.

By providing Your personal information to us, You consent to the collection, use, storage and disclosure of that information by MFF as described in the Privacy Policy and these Terms and Conditions.

3.2 You attend the 2021 Festival in your capacity as an official Partner of MFF.

- 3.3 Your selection to receive brand accreditation is at the discretion of MFF, whose authority in this respect may be exercised by MFF's appointed public relations agency, AMPR. The submission of an application for brand accreditation is not a guarantee of acceptance of such application.
- 3.4 You must provide any supporting documentation to MFF at the request of MFF within 2 days of any request being made for the name and details of the media publication, website, social media or other media outlet which You are associated with.
- 3.5 Brand accreditation permits entry for You only to events held as part of the 2021 MFF and is non-transferable.
- 3.6 Your brand accreditation does not guarantee You automatic acceptance, or entry into any or all events held as part of the 2021 MFF. There may be limitations on the events or areas You can access, which, if applicable, will be communicated to You by AMPR at the time Your accreditation is communicated to You.
- 3.7 AMPR has been vested with full authority by MFF to ensure and determine compliance with these Terms and Conditions. You agree to abide by any direction or order issued by AMPR during, before or after the 2021 MFF arising in relation to Your brand accreditation or these Terms and Conditions.
- 3.8 You must carry the appropriate tickets provided to You, carry photographic ID and proof of connection to Your brand business at all times when attending any event held as part of 2021 MFF.
- 3.9 You may only take Photographs or footage for Videos at events held as part of the 2021 MFF from designated areas. Designated areas will be allocated by MFF or AMPR, and may change at late notice, at their discretion.
- 3.10 You grant MFF an irrevocable, royalty free and perpetual license to use and publish any Photographs taken and Videos created or captured by You at any events held as part of the 2021 MFF for the purpose of advertising, marketing and promoting MFF and associated events in print or online media. Photographs and Videos in either raw or edited format (or both) must be provided to MFF in the format specified in any request from MFF or AMPR within 48 hours of a request being made for this purpose. You represent and warrant to MFF that You have the right to grant this license.
- 3.11 You must not engage in Ambush Marketing. You must ensure that You do not engage in any conduct or activity that is likely to harm, directly or indirectly, the goodwill, reputation or image of MFF, or any other sponsors or other business partners of MFF. Including capturing content for the purposes of commercial use by competitor sponsor brands of the Festival.
- 3.12 You agree not to use or permit any third party to use any information obtained, Photographs taken by You, Videos created or captured by You, or any other content created at, or as a result of, Your attendance as a brand accredited representative at any event held as part of the 2021 MFF, for any purpose other than for editorial coverage of such event for Your own personal folio or approved brand outlet(s), without MFF's prior written consent. Without limitation, You must not use or permit any third party to use such Photographs or Videos by way of advertising, swing tags, posters, show cards, pack shots, billboards, non-approved websites or bus-sides.

- 3.13 You may seek prior written consent of MFF to use or permit any third party to use any Photographs taken by You or Videos created or captured by You at, or as a result of, Your attendance at any event held as part of the 2021 MFF for any purpose other than for editorial coverage of the 2021 MFF. MFF reserves its right to withhold such consent, particularly in circumstances where such consent would be contrary to MFF's contractual obligations with third parties. MFF reserves its right to charge a fee or commission for its consent to any further use of the Photographs or Videos.
- 3.14 You acknowledge that if You do not comply with any of the Application Terms and Conditions, Media and Brand Accreditation Terms and Conditions or the Ticketing Terms and Conditions AMPR or MFF may revoke Your accreditation without further notice and that MFF reserves the right to refuse Your attendance at any and all future events held as part of or in association with MFF.
- 3.15 Any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.
- 3.16 Despite clause 3.19, nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on You by the Australian Consumer Law being Schedule 2 to the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 3.17 You agree to participate as an accredited brand representative and attend events held as part of 2021 MFF at Your own risk. MFF will not be liable to You for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the 2021 MFF. The maximum aggregate liability of MFF for all proven losses, damages and claims arising out of or in connection with these terms and conditions, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.
- 3.18 You agree to indemnify and will continue to indemnify, defend and hold harmless MFF and AMPR from and against all claims, proceedings, liabilities, losses (including reasonable legal costs), awards and expenses arising out of: (i) a breach or non-performance of these Terms by You; (ii) any wrongful, willful or negligent act or omission by You; or (iii) any allegation by a third party arising out of or in any way connected to Your attendance at any event held as part of the 2021 MFF as an accredited brand representative.

**APPENDIX**

**MFF TICKETING TERMS & CONDITIONS**

Terms & Conditions of Sale & Entry

**1. Application of Terms and Conditions**

- (a) The following terms and conditions apply to the supply of any Tickets and constitutes the entire agreement between you and MFF in relation to your purchase of any Tickets, attendance at the Event and entry to the Venue (**Terms and Conditions**).
- (b) By receiving the Ticket, attending the Event or entering the Venue you are deemed to have read, understood and accepted these Terms and Conditions.
- (c) A Ticket provides you with a conditional licence for admission to the Event and Venue, subject to these Terms and Conditions.

**2. Access to Event and Venue**

- (a) You acknowledge that your right to attend the Event and the Venue is at the sole discretion of MFF, you accept that MFF or any of its Personnel may, for any reason;
  - (i) deny or refuse you entry to all or any part of the Venue or the Event;
  - (ii) remove you from the Venue or any part of the Venue at any time;
  - (iii) confiscate or cancel your Ticket at any time; and
  - (iv) inspect any clothing, containers, packages or bags intended to be brought or brought by you into the Event or the Venue.
- (b) Any person under 18 years (**Minor**) attending the Event must be accompanied by a parent or guardian (**Guardian**) at all times.
- (c) A Minor must not attempt to purchase or purchase any Ticket for any Event:
  - (i) without the prior consent of his or her Guardian; or
  - (ii) that is an Event only for persons 18 years or over.
- (d) Without limiting clause 2(a), any Minor attending the Event without a Guardian, may be refused entry or removed from the Event at any time.
- (e) Any Guardian accompanying a Minor at the Event accepts and approves these Terms and Conditions on behalf of the Minor and agrees to assume all liabilities, loss and costs of the Minor that arise as a result of these Terms and Conditions, the Minor's attendance at the Event and entry to the Venue.
- (f) The Minor and the Guardian acknowledge and agree that the Minor must not at any time attempt to obtain or otherwise consume alcohol and the Guardian must not supply or attempt to supply alcohol to the Minor at the Event or at the Venue.
- (g) MFF and its Personnel reserve the right, for any reason, to refuse the service of alcohol to you or any other person at the Event, including to ensure MFF's or the Personnel's compliance with any applicable laws, including any liquor licensing regulations.
- (h) You must comply with:
  - (i) any additional terms and conditions imposed by the Venue Operator in relation to your access to the Venue; and

- (ii) the terms and conditions attached to these Terms and Conditions, to be supplied by the MFF appointed ticketing supplier.

### **3. Standards of behaviour**

You acknowledge that before, during and after the Event and at any time while you are at the Venue, you must not:

- (a) interfere, disrupt or otherwise act in a manner that may disrupt or interfere with the Event;
- (b) block any thoroughfare, such as stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit at the Venue;
- (c) use offensive, indecent or obscene language or behave in manner that is in the opinion of MFF, offensive, threatening, abusive or indecent;
- (d) smoke in any designated "no smoking" area;
- (e) misuse, deface, damage, remove tamper with or otherwise attempt to misuse, deface, damage, remove or tamper with any property or equipment belonging to MFF, its Personnel or any other third party; or
- (f) act in a manner that is or may be harmful or detrimental to the health and safety of any person at the Event (including the Personnel and any other guests at the Event).

### **4. Payments**

- (a) You must pay the full price of the Ticket at the time of booking the Ticket, in the manner determined by MFF from time to time.
- (b) MFF will not be required to issue any Ticket to you until it has received in full and cleared funds the payment of the Ticket.

### **5. No resale**

- (a) The rights granted to you under these Terms and Conditions and your Ticket will terminate immediately if, without the prior written permission of MFF, you:
  - (i) offer the Ticket for resale at a premium or otherwise through a broker or agent;
  - (ii) advertise or offer the Ticket for resale on the internet or any other medium; or
  - (iii) package, advertise or use the Ticket for any advertising, promotion or other commercial purpose (including competitions or trade promotions).
- (b) If your Ticket is sold, advertised or otherwise used in breach of these Terms and Conditions, MFF may deny the holder of the ticket admission to the Event or remove them from the Venue, without any refund to you.
- (c) MFF may deny entry to the Event or remove you from the Venue, if you purchased your Ticket from any person that is not an authorised ticket agency of MFF.

### **6. Changes and cancellations**

- (a) MFF reserves the right, in its absolute discretion and without notice to you, to change, amend or alter:
  - (i) the location or placement of any seating at the Event (whether or not that seating is assigned or has been previously confirmed by MFF);
  - (ii) the date of the Event;
  - (iii) the start and finishing time of the Event;

- (iv) the duration of the Event;
  - (v) the Venue of the Event; or
  - (vi) any other aspect of the Event (including the running order of the Event or replacing or removing any part of the Event).
- (b) MFF makes no guarantees or warranties in relation to the availability of any seating at the Event.
- (c) Once any seating at the Event has been confirmed by MFF, MFF is not required to accept any request by you, to relocate or change that seating.

#### **7. Refunds and lost and stolen Tickets**

- (a) To the maximum extent permitted by law:
- (i) MFF will not refund, credit or replace any complementary Tickets; and
  - (ii) your Ticket is not refundable.
- (b) If your Ticket is lost or stolen, MFF may but is not obligated to replace or refund the Ticket.
- (c) MFF may charge you an administration fee, in an amount determined by MFF from time to time, for the issue of any replacement Ticket.
- (d) Any request for the replacement of any lost or stolen Tickets must be set out in writing, specifying the number of relevant Tickets lost or stolen, the details of the Event and any row or seat numbers (if applicable).
- (e) To the fullest extent permitted by law, MFF does not accept responsibility for any delay, postponement, cancellation or change to the Event or the Venue that is caused or attributed to an Unavoidable Event.

#### **8. Advertising and promotion**

- (a) No advertising, promotion, logos or banners will be permitted at the Venue without the prior written consent of the MFF.
- (b) If MFF approves the use of any advertising or promotional material by you at the Venue, it must contain your full business and trading name.
- (c) Unless authorised by MFF in writing, you must not take or make any video recordings, films, photographs, still pictures, or any other images at the Event or use, publish or distribute any images of the Event for commercial exploitation, promotion or any other public relations uses without the prior written consent of MFF.

#### **9. Use of images**

You consent to the recording of your likeness and voice by any means (including, audio, visual recordings by television cameras and photographers) (**Images**) and the use by MFF of the images for any promotional or public relations purposes, throughout the world without compensation to you.

#### **10. Risks**

- (a) You acknowledge and agree that your attendance at the Event and the Venue may carry certain dangers including the risk of injury and damages to person or property, and to the fullest extent permitted by law, you:
- (i) agree to accept all risks associated with your attendance at the Venue and the Event;
- and

- (ii) release and forever discharge MFF and its Personnel from any Claim which you may have now or in the future in respect of any injury, loss or damage (including personal injury, property, damage or death) suffered by you or any other person as a result of your attendance at the Event.
- (b) You are fully responsible for any loss or damage to your personal belongings before, during and after the Event and must not leave any item of your belongings unattended at any time during the Event.

#### **11. Liability**

- (a) MFF is not liable to you or to any other person for:
  - (i) any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful or negligent act or omission by you;
  - (ii) any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time.
- (b) Subject to this clause 11, the maximum aggregate liability of the MFF for all proven Claims arising out of these Terms and Conditions, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the amount paid by you for the purchase of the Ticket.
- (c) Any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- (d) Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the ACL or any other law that cannot be excluded, restricted or modified by agreement.
- (e) To the fullest extent permitted by law, the liability of MFF for a breach of a non-excludable consumer guarantee referred to in clause 11(d) is limited to a refund of the costs of the Ticket.

#### **12. Indemnity**

You indemnify and must keep indemnified, MFF and its Personnel from all Claims (including legal costs on a full indemnity basis) that may be brought against MFF or its Personnel or which MFF or its Personnel may pay, sustain, suffer or incur as a direct or indirect result of any one of the following:

- (a) your access and entry to the Venue;
- (b) any breach by you of these Terms and Conditions;
- (c) any failure by you to follow any reasonable directions provided to you by MFF or its Personnel; and
- (d) any wrongful, wilful or negligent act or omission by you.

#### **13. Corporate packages**

- (a) If your Ticket is provided as part of any Corporate Package then in addition to the other provisions of these Terms and Conditions, this clause 13 also applies.

- (b) To book any Corporate Package you must submit a completed reservation form to MFF (in the form determined by MFF from time to time).
- (c) An additional fee will be charged to you for payment by Visa, MasterCard and Amex.
- (d) Any reservation form provided by you will be a tax invoice for GST purposes on confirmation of payment by MFF.
- (e) You must advise MFF of any preferred seating allocation at the time of making a booking for the relevant Corporate Package.
- (f) Seating will only be reserved by MFF once it has received the payment of the Corporate Package in full and in cleared funds.
- (g) Any dietary requirements of you or any of your guests' must be submitted to MFF no later than 48 hours before the Event.
- (h) A booking of less than 12 guests will be allocated one table only at the relevant Participating Restaurant unless otherwise agreed by that Participating Restaurant.
- (i) Table allocations and placements at the Participating Restaurant cannot be amended or changed within 48 hours of the Event.
- (j) If you or your guests are more than 20 minutes late for any reservation at a Participating Restaurant, that Participating Restaurant is not obliged to continue holding your reservation.
- (k) Corporate Packages are not refundable or transferable to any other event.
- (l) You will be responsible for the acts and omissions of any guest that attends the Event as part of the Corporate Package issued to you and you agree to indemnify MFF from any Claims that may be brought against MFF or its Personnel as a result of the acts or omission of your guests.

#### **14. General**

- (a) These Terms and Conditions are governed by the laws in force in Victoria.
- (b) MFF may vary or amend these Terms and Conditions at any time by providing notice to you.
- (c) Any provision of these Terms and Conditions which is invalid in any relevant jurisdiction must in relation to that jurisdiction:
  - (i) be read down to the minimum extent necessary to achieve its validity, if applicable; and
  - (ii) be severed from these Terms and Conditions in any other case, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction.
- (d) These Terms and conditions must not be construed to the disadvantage of a party because that party was responsible for its preparation.

#### **15. Definitions and interpretation**

##### **15.1 Definitions**

In these Terms and Conditions:

**ACL** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;

**Claim** means any expense, liability, cost, loss, claim, demand, action, suit and proceeding;

**Corporate Package** means any corporate or hospitality package organised and operated by MFF in relation to the Event

**Event** means the Virgin Australia Fashion Festival event identified on the Ticket (including any meal served to you as part of the Event);

**MFF** means Melbourne Fashion Festival Ltd ACN 93 074 236 294;

**Participating Restaurant** means a restaurant that is partnered with MFF for the purpose of a Corporate Package;

**Personnel** means MFF, any Participating Restaurant, the Venue Operator and each of their officers, employees, agents and subcontractors;

**Ticket** means any tickets, lanyards or wristbands to the Event that are issued to you by MFF and/or MFF's appointed ticketing supplier and which allow access to the Venue;

**Unavoidable Event** means any act, event or cause which is beyond the reasonable control of MFF (including, inclement weather, safety issues or concerns, an act of God, war, an act of terrorism, labour strikes, power shortage, government intervention or any plant or equipment breakdown);

**Venue** means the venue at which the Event is being held; and

**Venue Operator** means the entity responsible for the operation of the Venue.

## **15.2 Interpretation**

In these Terms and Conditions unless the context requires otherwise:

- (a) a reference to "you" in these Terms and Conditions includes any person that accepts these Terms and Conditions by purchasing a Ticket or attending an Event and includes:
  - (i) in relation to a Minor, your Guardian; and
  - (ii) in relation to any Ticket purchased as part of a Corporate Package, each of your officers, employees, agents and subcontractors;
- (b) the singular includes the plural and vice versa and a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms and Conditions;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) a reference to a party in this document is a reference to a party to these Terms and Conditions;
- (g) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (h) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and anybody or entity whether incorporated or not;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;

- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to time is to Victoria time; and
- (o) any agreements, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and separately.

Last updated: 31 July 2020