



# **Cooly Rocks On**

## **Pin-up Pageant Terms and Conditions**



# TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 This document outlines the Terms and Conditions of the Pin-up Pageant as part of the Cools Rocks On Event.
- 1.2 By applying to enter the Pin-up Pageant at Cools Rocks On the Applicant agrees to comply with and be bound by these Terms and Conditions.
- 1.3 You will be bound by these Terms and Conditions from the date you apply to be an Applicant in the Pin-up Pageant.

## 2. DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions are used.

- 2.1 'Terms and Conditions' means this document, and the terms outlined.
- 2.2 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
- 2.3 'Event Organiser' means Major Events Gold Coast (MEGC), ABN 77 633 448 094.
- 2.4 'Applicant' means the person applying to participate in the Pin-up Pageant.
- 2.5 'Finalist' means the group of Applicants that will participate in the Pin-up Pageant.
- 2.6 'Parties' mean both the Event Organiser and the Applicant.
- 2.7 'Event' means the annual Cools Rocks On (CRO) Festival hosted in Coolangatta, Gold Coast.
- 2.8 'Event Dates' mean the 7 – 11 June 2023.
- 2.9 'Event Precinct' means the Coolangatta, Gold Coast precinct as outlined on the Event site map. The Event precinct includes approved road closures, venues and parks.
- 2.10 'Pin-up Pageant' means a curated show on Friday 9<sup>th</sup> June 2023 that involves the Applicants showcasing the lifestyle of yesteryear through rounds that showcase fashion, hair and makeup from the 1940s through to the 1970s.
- 2.11 'Pin-up' means the alter ego of a person that celebrates the lifestyle of yesteryear through fashion, hair, make up and individual style.
- 2.12 'Pageant Ambassador' means a Pin-up consultant that provides support and guidance for the Pin-up Pageant Applicants and Finalists.
- 2.13 'Pin-up Name' means the stage name of the Applicant.
- 2.14 'Selection Panel' means a group of three (3) representatives that choose the group of Finalists based on a set selection criteria.
- 2.15 'Judges' mean a group of three (3) representatives from the Pin-up community that will choose the Winner and Runner Up of the Pin-up Pageant.
- 2.16 'Pin-up Pageant Manual' means a document that Pin-up Pageant Finalists will receive at the time of receiving notification of a successful application. The manual will include valuable information about how to prepare for the Pin-up Pageant.
- 2.17 'Stage Music' means the music Finalists will perform to during their allocated timeslots.
- 2.18 'Title' means the Winner of the Pin-up Pageant.
- 2.19 'Event Staff' are staff employed by MEGC, their agents and contractors.

## 3. ELIGIBILITY

- 3.1 All Applicants must be 18 years or over to enter the Pin-up Pageant, by Wednesday 7<sup>th</sup> June 2023.



- 3.2 All Applicants must submit their application form by the Due Date.
- 3.3 Applicants must be available to participate in the Pin-up Pageant on Friday 9<sup>th</sup> June 2023 and all associated Pageant experiences as outlined in the application form.
- 3.4 The Applicant must represent the lifestyle pillar of the event.
- 3.5 The Applicant must be authentic to the eras in which the event promotes, being the 40s, 50s, 60s, 70s.
- 3.6 The Applicant must promote the best interests of the event and be a positive representative of the event and the Pin-up community.
- 3.7 Finalists are responsible for their own travel requirements in relation to their involvement in the Pin-up Pageant.

#### **4. GENERAL**

- 4.1 The Pin-up Pageant welcomes Pin-ups from all different walks of life and does not discriminate based on gender identity, culture, beliefs etc.
- 4.2 The Applicant must not promote branding or affiliated sponsors whilst on stage at the Pin-up Pageant.
- 4.3 Attire featured within the Pin-up Pageant can be original vintage, genuine reproductions or retro inspired.
- 4.4 When choosing stage attire Applicants need to be considerate and respectful and avoid exploitative, political or culturally insensitive attire.
- 4.5 Finalists will be chosen at the discretion of the Selection Panel appointed by MEGC and all decisions are final.
- 4.6 All Finalists must provide a detailed biography to the Event Organiser no later than two (2) weeks prior to the Event date.
- 4.7 All stage music must be sent to the Event Organiser no later than two (2) weeks prior to the Event Date.
- 4.8 Pageant prize money must be claimed within three (3) months of the Event otherwise it is forfeited.
- 4.9 Further information for Finalists will be communicated in the Pin-up Pageant Manual which will be sent to Finalists upon receiving notification of a successful application.

#### **5. CONDUCT**

Failure to comply with the clauses outlined below may result in the Applicant being stripped of their Title and any associated prizes, removal from the Event site and/or banned from participating in future Events.

- 5.1 The Applicant acknowledges that any adverse behaviour is an adverse reflection on the Event and accordingly agrees that the Applicants, staff and agents will comply with the following terms to avoid risk of injury to persons, the Event or damage to property:
  - (a) Applicants must always promote the interests of the Event, and must not slander the Event in any way, including via social media platforms;
  - (b) Applicants must always act with integrity and professionalism;
  - (c) Applicants must conduct themselves in an all-inclusive manner to ensure the safety and wellbeing of fellow Applicants;
  - (d) Applicants must wear appropriate attire at the Event. Nudity and lewd behaviour will not be tolerated;
  - (e) Bullying including online bullying, antisocial behaviour and any other behaviour with the intention to cause harm will not be tolerated;
  - (f) Applicants must not consume any illicit drugs or substances during the Event or arrive to the Event under the influence of any illicit drugs or substances;
  - (g) Applicants must avoid real or apparent conflicts of interest.



- (h) Applicants must not bring disrepute to the Event, Title, Event Organiser, Event Staff or any other person/s associated with the Event;
- (i) Applicants will not engage in any defamatory behaviours against the Event, Title, Event Organisers, Event Staff or any other person/s associated with the event.
- (j) Applicants will not become intoxicated during the Event or arrive to the Event intoxicated and are prohibited from bringing alcohol to the Event Precinct;
- (k) Applicants must not consume any illicit drugs or substances during the Event or arrive to the Event under the influence of any illicit drugs or substances;
- (l) Applicants must avoid offensive and abusive language during the Event. Verbal abuse will not be tolerated.
- (m) Applicants will not smoke during the Event and will abide by public smoking laws within the Event Precinct.
- (n) Applicants must always supervise children in their care. The Event Organiser and Event Staff will not take responsibility for managing or looking after children whilst Applicants are involved with Pin-up Pageant activities including sashing events or rehearsals. Children will not be allowed backstage during the Pin-up Pageant show.
- (o) Applicants must treat information supplied by the Event Organiser as confidential and should not disclose to any third party without the prior written consent of the Event Organiser.

5.2 You must not do or omit to do any act or thing which would:

- (a) hinder the Organiser's ability to prepare for, promote or stage the Event; or`
- (b) be prejudicial to the image, reputation or goodwill of the Organiser or the Event.

5.3 Applicants must abide by the Guidelines as outlined in the Pin-up Pageant Manual.

## **6. SAFETY AND SECURITY**

6.1 Applicants must at all times comply with the Work Health and Safety Act 2011 which governs the standards of health and safety in the workplace in Queensland. `

6.2 Applicants are responsible for taking reasonable care within the Event Precinct and will cooperate with all actions taken by the Event Organiser to protect the health and safety of yourself and others.

6.3 Applicants must not use any electrical equipment of any kind unless tested and tagged in accordance with Work Health and Safety standards.

6.4 Applicants must report all accidents and incidents to the Event Organiser as soon as practicably able. In the event of an emergency, you must follow directions of the Event Organiser, Emergency Services including Queensland Police Service, Queensland Ambulance Service, Queensland Fire and Emergency Services and/or Event Security Personnel.

6.5 Applicants must comply with any reasonable request of the Event Organiser in relation to health and safety.

## **7. RISK AND LIABILITY**

7.1 Applicants participate in the Pin-up Pageant and bring along personal items including clothing and/or props at your own risk and release, to the full extent permitted by law, the Event Organiser and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property in the Event Precinct.

7.2 Applicants are responsible for and indemnify the Event Organiser and its personnel against any claims, including claims arising from accident, loss, damage, injury or death to any persons (including yourself) or property, made against any of them or for which any of them may become liable in respect of or arising from or in connection with any act or omission of yours and the amount of all such claims may be deducted from any monies due or becoming due to you by the Event Organiser.



## **8. EXCLUSION OF LIABILITY**

- 8.1 The Event Organiser will not be liable to the Applicant for any loss or damage in respect of any liability howsoever arising which may be suffered or incurred by the Applicant, or in respect of any goods or equipment owned, operated or hired by the Applicant resulting from:
- (a) Inclement weather or force majeure;
  - (b) Interruption or cessation of electricity or power at the event or failure of any equipment owned, operated, or hired by the Event Organiser;
  - (c) Labour dispute, strike or lockout;
  - (d) Any occurrence or circumstance beyond the reasonable control of the Event Organiser which may affect in whole or part the obligations under the terms and conditions, except where such loss, damage or liability was caused by any breach of the terms and conditions by, or negligent act or omission of the Event Organiser.

## **9. PRIVACY**

- 9.1 Applicants acknowledge that any personal information contained within your Application will be entered into an Event database.
- 9.2 Applicants agree that the Event Organiser and its key stakeholders may use information included in your Application for any purpose associated with the preparation, promotion or delivery of the Event or otherwise in accordance with the Event Organiser's Privacy Policy.
- 9.3 Applicants agree that in relation to the Event Organiser's use of your information pursuant to clause 9.1:
- (a) Applicants are not entitled to any remuneration, royalties or any other payment in respect of such use;
  - (b) any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and
  - (c) the Event Organiser may assign or transfer the benefit of the release and consent given to any person.
- 9.4 If Applicants wish to update your details or you do not wish for your details to be used as contemplated by this clause, you should make a request in writing to: [events@majoreventsgc.com](mailto:events@majoreventsgc.com)
- 9.5 Any request to update, modify or delete your details will be facilitated in a timely manner

## **10. PUBLICITY**

- 10.1 The Applicant waive all rights to have any claim for payment or royalties regarding any exhibition, televising, or other publication of the pageant. The Applicant also waives any right to inspect or approve any photo, video, or film taken by the Event Organisers. The Applicant releases and discharge the Event Organisers and its affiliates from any liability for any blurring, distortion, alteration, optical illusion, or use in composite form, intentional or otherwise, that may occur or be produced in the taking of pictures or in any processing toward the completion of the finished product. All negatives and positives, whether prints, video, film, or sound recording are the property of the event coordinators or its designate, solely and completely.
- 10.2 The Applicant must not make any public announcement (including via social media) or render any assistance to any communications media entity in relation to the writing, publishing or broadcasting of any story or comment about or concerning this Agreement, the relationship between parties or the affairs of the Event Organiser without obtaining the Event Organisers' prior written consent and then only in accordance with the terms of such consent.
- 10.3 The Applicant must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the event, your use of the site, your relationship with or the affairs of the Event Organiser if that announcement or comment is or might be considered:
- (a) prejudicial to the image, reputation or goodwill of the Organiser or the event;



- (b) prejudicial to the successful staging of the Event or the affairs of the Organiser;
- (c) threatening, aggressive, abusive, dangerous or destructive;
- (d) discriminatory, religious, racial, political or homophobic; or
- (e) foul or abusive comments, statements, or gestures

10.4 Upon request of the Organiser, you must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by you or on your behalf that the Organiser considers is in breach of clause 10.3 or otherwise does not align with and support the good reputation and image of the Organiser or the event.

## **11. BREACH AND TERMINATION**

11.1 Termination may occur if the Applicant breaches the Terms and Conditions. Breach of the Terms and Conditions occurs when the Applicant, its staff, and agents:

- (a) fail to agree to the Terms and Conditions;
- (b) have indicated that they are unwilling or unable to complete the pageant requirements;
- (c) neglect, fail, or omit to carry out an instructions as directed by the Event Organiser and its agents.

11.2 The Event Organiser will not be liable for payment to the Applicant for any compensation relating to loss of profit, revenue, good will or business opportunities, damaged reputation or for any direct or indirect or consequential loss for any other reason in relation to the termination.

## **12. DECISIONS BINDING**

12.1 All decisions made by the Event Organiser are final and not subject to negotiation once decision has been made.

12.2 The Terms and Conditions will be binding for the lead up and duration of the Event, unless deemed inappropriate by the Event Organiser.

## **13. DISPUTE RESOLUTION**

13.1 If a dispute or difference arises between the Event Organiser and the Applicant out of or in connection with these Terms and Conditions, and the appearance, either party may give the other a written notice specifying the assertion of fact giving rise to the entitlement, the legal basis and cause of action in the relief sought.

13.2 If the difference has not been settled within five (5) business days each party shall use its best endeavours to ensure that a meeting required under this clause is undertaken within a further five (5) business days. Despite the existence of any dispute the parties shall continue to perform their obligations under the Terms and Conditions.

## **14. MISCELLANEOUS**

14.1 A party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.

14.2 Except as otherwise set out in this Agreement, the Organiser may give or withhold an approval or consent to be given under these Terms and Conditions in its absolute discretion and subject to any conditions determined by it and is not obliged to give its reasons for giving or withholding consent.

14.3 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.



- 14.4 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.