River Island, BASE and Models of Diversity Modelling Competition.

1. The Promoter

- 1.1 The promoters are:
- a) River Island Clothing Co. Ltd, Chelsea House, Westgate, London, W5 1DR (company: 00636095) ("River Island"). "River Island" is the registered trademark of River Island Clothing Co. Ltd;
- b) Base Models Limited, 6 Roding Lane South, Ilford, Essex, IG4 5NX (company: 05991190) ("BASE"); and
- c) Models of Diversity, Princess House, Ladbroke Road, RH1 1JQ (registered charity number: 1164927) ("**Models of Diversity**").

together the ("**Promoters**")

1.2 The Promoters are the data controller under the General Data Protection Regulation and is registered with the Information Commissioner's Office. No provisions of these terms & conditions shall affect any statutory rights of entrants.

2. The competition

2.1 The title of the competition is **River Island, BASE and Models of Diversity Modelling Competition** (the "Competition").

3. How to enter

- 3.1 The Competition will run from 12:00pm on 12th August 2024 (the "**Opening Date**") to 12:00pm on 09th September 2024 (the "**Closing Date**") inclusive.
- 3.2 All Competition entries must be submitted by no later than 12:00pm on the Closing Date. All Competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the Competition, Entrants must:
 - A) Send a minimum of one (1) photograph and/or one (1) video of themselves to the competition email address (RIFaceOfBase@modelsofdiversity.org). The photograph must be make-up free and hair must out of the face; and
 - B) Include in the email explaining a short paragraph as to why the entrant think they should be chosen to win the prize.

- 3.4 The Promoters will **not** accept:
 - (a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any posting failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the Competition.
- 3.5 By submitting a Competition entry, you are agreeing to be bound by these terms and conditions.
- 3.6 The Competition entries will be entered into a draw and the winner will be selected by a computer process that produces verifiably random results.

4. Eligibility

- 4.1 The Competition is only open to all residents in the UK aged **16** or over ("Entrants") except:
 - (a) models who are already signed up with BASE may enter the competition but are only eligible to win the runner up prize at clause 5.2.
- 4.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize. The Promoters may require you to provide proof that you are eligible to enter the Competition.
- 4.3 The Promoters will not accept Competition entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals; or
 - (e) incomplete.
- 4.4 Entrants can enter the Competition more than once. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 The Promoters reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Competition.

5. The prize(s)

- 5.1 The one (1) winner will each receive the Competition Prize ("First Prize") which is:
 - (a) A modelling contract with BASE;

- (b) A photoshoot which includes three (3) headshots at River Island's Head Office (Chelsea House, Westgate, London, W5 1DR);
- (c) A £500 River Island Gift Card to spend either online or in-store across all ranges. River Island will contact the winner and will send their gift card to them digitally; and
- (d) Walk for River Island on the catwalk at the NABS Fashion Show on 25th September 2024 between 14:00 to 18:00. Travel to and from the venue will be arranged and paid for by River Island. Any additional expenditure will be covered by the winner.
- 5.2 The 14 runners up will each receive the runners up prize ("**Runner Up Prize**") which is:
 - (a) An opportunity to walk for River Island on the catwalk at the NABS Fashion Show on 25th September between 14:00 to 18:00. Travel to and from the venue will be arranged and paid for by River Island. Any additional expenditure will be covered by the winner.
 - (b) To keep the outfit that they wore on the catwalk the NABS Fashion Show. River Island will contact the winner and will send the winner their outfit to their chosen address.

(together the "Prizes").

- 5.3 Prizes are subject to availability. There is no alternative for the Prize.
- 5.4 The Prize is supplied by River Island and BASE. River Island and BASE reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond River Island and BASE's control makes it necessary to do so.
- 5.5 The Prizes are not negotiable or transferable.
- 5.6 In order to claim the Prizes, each winner must do so by responding to the message sent by Models of Diversity through email by no later than <u>12pm</u> on <u>17/09/2024</u>.

6. Winners

- 6.1 The decision of the Promoters is final, and no correspondence or discussion will be entered into.
- 6.2 Models of Diversity will contact the winner personally as soon as practicable, using the **email** account used to enter the Competition.
- 6.3 The Promoters must make available information that indicates that a valid award took place. To comply with this obligation, the Promoters will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who

emails <u>*RIFaceOfBase@modelsofdiversity.org*</u> within one (1) month after the Closing Date of the Competition.

6.4 If you object to any or all of your surname, town or county and winning entry being published or made available, please contact River Island RIFaceOfBase@modelsofdiversity.org. In such circumstances, the Promoters must still provide the information and winning entry to the Advertising Standards Authority on request.

7. Claiming the Prize

- 7.1 If you are the winner of the Competition, you must claim the Prize by no later than <u>12pm</u> on <u>17/09/2024</u>. If you do not claim the Prize by this date, your claim will become invalid.
- 7.2 The Prize may not be claimed by a third party on your behalf.
- 7.3 Models of Diversity will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their Prize by no later than **12pm** on **17/09/2024**.
- 7.4 The Promoters reserve the right to offer the Prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.5 **River Island** does not accept any responsibility if you are not able to take up the Prize.

8. Limitation of liability

8.1 Insofar as is permitted by law, **River Island**, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of River Island, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

- 9.1 All Competition entries and any accompanying material submitted to the Promoters will become the property of BASE on receipt and will not be returned.
- 9.2 By submitting your Competition entry and any accompanying material, you agree to:
 - a. assign to BASE all your intellectual property rights with full title guarantee; and
 - b. waive all moral rights, in and to your Competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be

entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

9.3 You agree that the Promoters may, but is not required to, make your entry available on its website <u>www.riverisland.com</u>, <u>www.basemodels.co.uk</u> and <u>https://modelsofdiversity.org</u> and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the BASE a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.

10. Data protection and publicity

10.1 The Promoters will only process your personal information as set out in the *https://www.riverisland.com/privacy* and *https://www.basemodels.co.uk/images/terms.pdf*?v=1. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoters may, at its sole discretion, reserve the right to exclude you from participating in the Competition.
- 11.2 The Promoters reserves the right to hold void, suspesnd, cancel, or amend the Prize or the Competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.