

COOLY ROCKS ON FESTIVAL

Pin-up Pageant | Terms and Conditions

1. INTRODUCTION

- 1.1 This document outlines the Terms and Conditions of the Competition as part of the Event.
- 1.2 By applying to enter the Competition at the Event the Applicant agrees to comply with and be bound by these Terms and Conditions.
- 1.3 The Applicant will be bound by these Terms and Conditions from the date the Applicant applies to be an Applicant in the Competition.

2. DEFINITIONS

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

- 2.1 'Applicant' means the person applying to participate in the Competition.
- 2.2 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
- 2.3 'Competition Application Manual' means a document that competition applicants access on the Event website that outlines the conditions of the competition including but not limited to submitting an application, eligibility, prizing and so forth.
- 2.4 'Competition Finalists Manual' means a document that Competition 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 Competition.
- 2.5 'Event Organiser' means Experience Gold Coast (EGC), ABN 77 633 448 094.
- 2.6 'Finalist' means the group of Applicants that will participate in the Competition.
- 2.7 'Parties' mean both the Event Organiser and the Applicant.
- 2.8 'Event' means the annual Cooly Rocks On Festival.
- 2.9 'Event Dates' mean Wednesday 4 to Sunday 8 June 2025.
- 2.10 'Event Precinct' means the Event precinct in Coolangatta and surrounding suburbs as outlined on the Event site map. The Event Precinct includes approved road closures, venues, and parks.
- 2.11 'Event Staff' means staff employed by EGC, their agents and contractors.
- 2.12 'Force Majeure' in relation to a party means any event not reasonably foreseeable by the party, beyond the reasonable control of the party, not arising as a result of the negligence or default of the party or its Personnel and not arising from a failure by the party or its Personnel to observe best industry practice and includes:
 - (a) storm/inclement weather, earthquake, cyclone, typhoon, flood, volcanic activity, landslide, tidal wave, damage or destruction by lightning, fire or meteor;
 - (b) riots, wars and hostilities (whether or not there has been an official declaration of war), terrorist attack (or threat thereof), requisition or compulsory acquisition of any part of the venue, an act of public enemy, sabotage, civil unrest or acts of piracy or embargo,
 - (c) the outbreak of any infectious disease, epidemic or pandemic; and
 - (d) any Government action, declaration of national emergency or labour shortages;
- 2.13 'Sashing Ceremony' means an event held at Cooly Rocks On that introduces the Pin-up Pageant contestants for 2025 on Wednesday 4 June.

- 2.14 'Competition' means a curated show that involves the Finalists showcasing the lifestyle of yesteryear through rounds that showcase fashion, hair and makeup from the 1940s through to the 1970s on Friday 6 June 2025.
- 2.15 'Community' means the Pin-up Community.
- 2.16 'Pin-up' means the alter ego of a person that celebrates the lifestyle of yesteryear through fashion, hair, make up and individual style.
- 2.17 'Selection Panel' means a group of three (3) representatives that choose the group of Finalists based on a set selection criteria.
- 2.18 'Stage Music' means the music Finalists will perform to during their allocated timeslots (if applicable).
- 2.19 'Stage Name' means the stage name of the Applicant (if applicable).
- 2.20 'Terms and Conditions' means this document, and the terms outlined.
- 2.21 'Title' means the winner of the Competition/s.

3. ELIGIBILITY

- 3.1 The Competition welcomes Applicants from all different walks of life and does not discriminate based on gender identity, culture, beliefs etc.
- 3.2 Previous pageant applicants can apply including winners, except for last year's winner.
- 3.3 All Applicants must be 18 years or over at the time of entering/submitting their application for the Competition.
- 3.4 All Applicants must submit their application form by the due date, via the form as advertised on the festival website.
- 3.5 Applicants must be available to participate in the Competition on Friday 6 June 2025 and all associated experiences as outlined in the application form and application manual.
- 3.6 The Applicant must represent the lifestyle pillar of the Competition and must be authentic to the eras in which the Competition promotes, being the 40s, 50s, 60s, 70s.

4. GENERAL

- 4.1 The Applicant must not promote branding or affiliated sponsors whilst on stage at the Competition. Furthermore, all attire needs to be considerate, respectful, and avoid exploitative, political or culturally insensitive attire.
- 4.2 Finalists will be chosen at the discretion of the Selection Panel appointed by EGC and all decisions are final.
- 4.3 All Finalists must provide a detailed biography to the Event Organiser no later than two (2) weeks prior to the Event date via the nominated form on the website.
- 4.4 All stage music must be sent to the Event Organiser no later than two (2) weeks prior to the Event Date via the nominated form on the website.
- 4.5 Prize money (if applicable) must be claimed within three (3) months of the Event otherwise it is forfeited. Prize money is outlined on the website and included within the application submission form.
- 4.6 Finalists will receive confirmation of their application status following the judging by the selection panel, successful applicants will receive a copy of the Competition Finalist Manual upon receiving notification of a successful application.

5. CONDUCT

- 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 Competition activities including sashing events or rehearsals. Children will not be allowed backstage during any shows.
- (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 The Applicant 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 Competition Manuals (Application and Finalist).

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 themselves and others.

6.3 Applicants must not use any electrical equipment of any kind unless tested and tagged in accordance with the *Work Health and Safety Act 2011 (Qld)* and *Electrical Safety Act 2002 (Qld)*.

6.4 Applicants must report all accidents and incidents to the Event Organiser as soon as practicably able. In the event of an emergency, Applicants 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 Competition and bring along personal items including clothing and/or props at the Applicant's 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 The Applicant:

- (a) is fully responsible for the safekeeping of their property and for any loss of or damage to that property;
- (b) must comply with any reasonable request of the Event Organiser in relation to health and safety of persons and property within the Event Precinct;
- (c) must not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits;
- (d) is required to comply with all applicable legislation including the *Work Health and Safety Act 2011* (Qld);
- (e) is responsible for taking reasonable care whilst at the Site and the Event Precinct; and
- (f) shall report all accidents and incidents to the Organiser as soon as possible and in the event of an emergency follow the emergency evacuation procedures under the guidance of the Organiser's designated safety officers.

- 7.3 To the extent permitted by law, 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 to the Applicant) 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:

- (a) any act or omission of the Applicant;
- (b) any breach of or failure to comply with these Terms and Conditions by the Applicant;
- (c) the Organiser recovering any liquidated debts from the Applicant;
- (d) any act by the Applicant which causes, or may cause, prejudice to the professional status or reputation of the Organiser or the Organiser's personnel;

except to the extent caused by the Organiser, and the amount of all such claims may be deducted from any monies due or becoming due to the Applicant by the Event Organiser.

- 7.4 To the extent permitted by law, 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.

8. EXCLUSION OF LIABILITY

- 8.1 Neither party (**Party 1**) will be liable to the other (**Party 2**) for any loss or damage in respect of any liability howsoever arising which may be suffered or incurred by Party 2, or in respect of any goods or equipment owned, operated or hired by Party 2 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 Party 1 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 Party 1.

9. PRIVACY

- 9.1 Applicants acknowledge that any personal information contained within the Applicant's 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 the Applicant's 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 the Applicant's 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 the Applicant, damage the Applicant's reputation or infringe on the Applicant's 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 the Applicant's details or the Applicant does not wish for the Applicant's details to be used as contemplated by this clause, the Applicant should make a request in writing to: events@majoreventsgc.com
- 9.5 Any request to update, modify or delete the Applicant's 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, the Applicant's use of the site, the Applicant's 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, the Applicant must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by the Applicant or on the Applicant's 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

- 11.1 If the Applicant breaches these Terms and Conditions, the Event Organiser may strip the Applicant of their title and any associated prizes, remove the Applicant from the Event and Event Precinct and ban the applicant from participating in any future events.
- 11.2 A breach of the Terms and Conditions occurs when the Applicant, its staff, and agents neglect, fail, or omit to carry out reasonable instructions as directed by the Event Organiser and its agents.
- 11.3 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 any action taken under clause 11.1.

12. MISCELLANEOUS

- 12.1 Except as otherwise set out in this Agreement, the Organiser may accept or reject an Application submitted under clause 12.2 of 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.
- 12.2 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.
- 12.3 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.
- 12.4 Nothing in these Terms and Conditions seeks to exclude or limit the Event Organisers liability which cannot be excluded or limited by law (including, without limitation, the Australian Consumer Law).