

## Vogue American Express Fashion's Night Out Shop Small Runway

### Terms and Conditions

**Effective Date: 3 July 2023**

These Terms of Service apply to the Vogue American Express Fashion's Night Out ("VAEFNO") Shop Small Runway. By expressing your interest, you agree to be bound by these Terms and Conditions, our Privacy Policy and any applicable laws or regulations that govern your participation in the Shop Small Runway.

The 'American Express Vogue Fashion's Night Out Shop Small Runway is conducted by American Express Australia Limited (hereinafter, "**we**", "**our**" or "**us**"), in partnership with Vogue Australia. American Express is seeing expressions of interest from eligible Shop Small Merchants to showcase their designs on the Shop Small Runway held in Sydney on 19 October 2023 and be included in the VAEFNO American Express Card Member offer.

American Express and Vogue Australia will select a number of successful applicants to take part in the Shop Small Runway.

1. **Assessment criteria:** After receipt of all expressions of interest, American Express in partnership with Vogue will select successful participants in their sole discretion. This is not a game of chance or skill. There is no fixed assessment criteria, American Express will make decisions in its absolute discretion to pick a combination of merchants that meet the objectives of the campaign.
2. **Promotional Period:** The Shop Small Runway will be held on 19 October 2023. Expressions of interest can be submitted by Eligible Applicants from 12.00pm AEST, 13 July 2023 until 11.59pm AEST, 20 August 2023 ("**Expression of Interest Period**").
3. **Eligibility:** Participation in the Shop Small Runway is available to American Express Shop Small merchants who meet the following eligibility requirements:
  - 3.1. conduct a business in Australia (i.e. hold a valid ABN);
  - 3.2. meet the definition of a 'Shop Small Merchant', being only businesses who:
    - 3.2.1. currently 'Warmly Welcome' American Express cards meaning that the business either does not surcharge American Express Cards, or if it does, the business applies a surcharge that is not more than any surcharge it applies to other credit cards;
    - 3.2.2. have less than AU\$1.3 million American Express charge volume in the last 12 months immediately prior to the Expression of Interest Period; and
  - 3.3. conduct business in one of the following industries: clothing store, shoe store, jewellery/clock and watch store, luggage and leather goods store, and/or accessories store.("Eligible Applicant").
4. **Successful Applicants Obligations:** Successful Applicants agree to:
  - 4.1. bear all costs associated with attending and participating in the Shop Small Runway (including but not limited to travel, accommodation, production or supply of fashion products), except for costs associated with running the Shop Small Runway including models and hair and makeup.
  - 4.2. use the VAEFNO 2023 logo on all event communications relating to the participation in the Runway;
  - 4.3. display VAEFNO promotional material at their store and online;
  - 4.4. encourage event attendance prior to the Shop Small Runway;
  - 4.5. be contacted and added to the Vogue Australia database including participating in official event research conducted by Vogue Australia during and post event if required;

- 4.6. comply with Vogue Australia photography and videography guidelines (supplied upon confirmation of involvement in runway);
- 4.7. warrant that they own or have the right to license the copyright in any application submitted by them, for the purposes of the Shop Small Runway, that no rights have been granted to any third party in respect of any such application which would prevent the application being used as contemplated by this Promotion, and that the use by the Promoter of any such application will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Eligible Applicants must obtain prior consent from any person or from the owner(s) of any property that appears in their application. By expressing your interest, all Eligible Applicants agree to license and grant American Express and Vogue, its affiliates and sub-licensees an exclusive, royalty-free, licence-fee free, perpetual, worldwide, irrevocable, transferable and sub-licensable right to use, store, reproduce, modify, adapt, publish, distribute and display their application (including any portion of their application) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Eligible Applicants further agree, upon request by American Express and Vogue, to assign all of their rights, title and interest (including copyright) in and to their application. Eligible Applicants agree that their application is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. By submitting an application, Eligible Applicants consent to any use of their application that may otherwise infringe their moral rights. Eligible Applicants are responsible for all applications they submit on application to the Shop Small Runway. American Express reserves the right to remove, request removal or decline to publish any application or portion of an application for any reason whatsoever, including if in breach of these Conditions of Entry. American Express will have no liability to Eligible Applicants if it exercises this right and Eligible Applicants must comply with any request made by American Express pursuant to this clause. Eligible Applicants warrant and represents that any material sent or provided by the Eligible Applicants to American Express will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that Eligible Applicants has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
5. **Eligibility, Suspension and Termination:** American Express may, in our reasonable discretion, refuse to offer the Shop Small Runway to any person or entity, including cancellation of any reservation or transaction, where required by law or for any violation of these Terms and Conditions.
6. **Submission Guidelines:** Eligible Applicants can express interest during the Expression of Interest Period at [www.amexpop.com/shopsmallrunway](http://www.amexpop.com/shopsmallrunway), by following the prompts therein to complete and submit the online expression of interest form. Only one application per Eligible Applicant.
7. **Creative:** Vogue Australia has overall responsibility for the delivery of the Vogue American Express Fashion's Night Out Runway event, and maintains creative, directional, and conceptual control of all event components.
8. **Indemnity:** American Express, its direct or indirect subsidiaries, controlled affiliates and affiliated companies (including its respective directors, officers, employees and agents) will not be liable for any loss (including, without limitation, indirect, incidental, special, punitive, exemplary or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
9. **Representations and Warranties:** Whilst we use reasonable efforts to include up-to-date information on the Services, American Express makes no warranties or representations as to the accuracy or completeness of information in the services. Your participation and expression of interest into the Shop Small Runway is at your own risk. The Shop Small Runway, including all content made available relating to the Shop Small Runway, is provided "as is" and American Express makes no representations or warranties of any kind whatsoever for the content on the Shop Small Runway.
10. **Proprietary Rights:** American Express is the owner of or otherwise licensed to use all parts of the Services, including all copy, software, graphics, designs and all copyrights, trademarks, service marks,

# AMERICAN EXPRESS

trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Shop Small Runway belong to third parties who have authorised American Express to display the materials, such as certain third-party licensors. By participating in the Shop Small Runway, you agree not to copy, distribute, modify, or make derivative works of any materials without the prior written consent of the owner of such materials. Except as expressly set forth in these Terms and Conditions, no license is granted to you and no rights are conveyed by virtue of accessing or using the Services. All rights not granted under these Terms and Conditions are reserved by American Express.

11. **Third Parties:** American Express does not provide, endorse, or guarantee any third-party product, service, or information. American Express is not affiliated with the third parties featured within, or utilised as part of, the Services and is not responsible for their products and services. The Shop Small Runway material may contain links to other websites or apps that not maintained by us. Other websites and apps may also reference or link to our services.
12. **Tax Implications:** American Express accepts no responsibility for any tax implications and Successful Applicants must seek their own independent financial advice regarding the tax implications relating to participation in the Shop Small Runway if applicable.
13. **Governing Law:** These Terms and Conditions shall be governed by New South Wales laws and the courts of New South Wales shall have exclusive jurisdiction for any disputes arising from or in connection with these Terms and Conditions.
14. **Privacy Policy:** Your participation in the Shop Small Runway is governed by our [Privacy Policy](#), which is incorporated into these Terms and Conditions by reference.