

## **2023 BEAUTY FLY MODEL COMPETITION | INFORMATION**

**Doors open at 6pm show starts at 7:00 pm on Saturday, May 20, 2023**

Release form for contestants must be signed no later than 6:00 PM, Saturday, May 6, 2023.

Fly Events Promotions is proud to announce our second annually model competition. We are looking for beautiful young ladies with outer beauty that attracts, but their inner beauty captivates and shines bright to others.

**THE FLY BEAUTY MODEL COMPETITION** will be held Saturday May 20, 2023, at the Hilton Inn Garden. There is a entry fee of \$175. A payment plan is available. To enter, models must provide give a \$25 non-refundable deposit and the balance must be paid in full by May 6, 2023.

A group photo shoot will be held a week before competition.

### **Winner will receive:**

- Crown & Sash
- Photoshoot in Phoenix, Arizona
- One paid appearance and one volunteer appearance
- Full page premier advertisement in the official Fall Fashion Show Journal/Program

### **Winner will receive:**

- Plaque
- A \$50 gift Certificate from one 2023 FLY FASHION WEEK Designer or Retailer
- One paid appearance and one volunteer appearance
- Half Page Advertisement in the official Fall Fashion Show Journal/Program

### **CATEGORIES:**

1. Group Introduction/ choreography
2. Best Outfit (Stand out/Creativity Encouraged)
3. Panel Interview
4. Swimsuit
5. Creative Video
6. Photogenic (Best Photo)
7. People Choice (Online Voting)
8. Gowns
9. Runway Walk

### **JUDGING**

All categories, except the People's Top Choice, will be rated on a scale of 1 to 5, with 5 being the highest. Contestant with the highest count is declared as the winner; contestant with the second highest count is declared the 2<sup>nd</sup> place winner/runner up.

Your Name: \_\_\_\_\_ Age: \_\_\_\_\_

Email: \_\_\_\_\_

## 2023 FLY BEAUTY MODEL COMPETITION CONTESTANT RULES, POLICY, INFORMATION, MODEL/TALENT RELEASE

This is an Official Agreement between **FLY Events Promotions** (*hereinafter referred to as "FEP"*) and **Contestant** (*hereinafter referred to as "Contestant"*).

Participation Fee: \$175

Time Zone: Mountain Time

Name of Competition Event: FLY BEAUTY MODEL OF THE YEAR aka FLY MODEL OF THE YEAR

The Contestant shall present, as described herein, as an independent contractor, and the Contestant shall have no obligation with regard to such presentation, as a result of this Agreement to anyone other than FEP.

AN ENTRY REGISTRATION FEE IS REQUIRED PARTICIPATE AND WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Competition is open only to those who sign up at the FlyEventsPromotions.com and who are at least 18 years of age or older as of the date of entry. The Competition is only open to legal residents of El Paso County, Texas and is void where prohibited by law. Employees or Participating sponsors of FLY Events Promotions, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition. The Competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of FLY Events Promotions as final and binding as it relates to the content of this Competition.
  - **Contestant's Representations and Warranties.** Contestant warrants and represents that:
    - a) Contestant is a legal resident of El Paso County Texas and is over 18 years of age.
    - b) Contestant is not under contract with any modeling agency or management company, and has not entered into any other agreement or understanding which would prevent Contestant from entering into this Agreement or competing in the Contest.
    - c) Contestant has the right to enter into this Agreement and to participate in the Contest.
    - d) Contestant will abide by all of the rules and regulations of the Contest as set forth by the Organizer.
    - e) Contestant agrees that they are and will be available to carry out duties as the winner when notified in advance.
  - **Contestant's Obligations.**
    - a) Contestant agrees to participate in the Contest and abide by all of the rules and regulations of the Contest.
    - b) Contestant agrees to conduct themselves in a professional and appropriate manner at all times during the Contest and at the Event.
    - c) Contestant agrees to sign any additional documents or releases that Organizer may require in connection with the Contest or the Event.
    - d) Contestant acknowledges and agrees that Organizer may disqualify Contestant from the Contest if Contestant breaches any of the terms and conditions of this Agreement or the rules and regulations of the Contest.
  - **Organizer's Obligations.**
    - a) Organizer agrees to conduct the Contest in accordance with the rules and regulations set forth by Organizer and in accordance with all applicable laws and regulations.
    - b) Organizer reserves the right to disqualify Contestant from the Contest if Organizer determines, in its sole discretion, that Contestant has breached any of the terms and conditions of this Agreement or the rules and regulations of the Contest.
    - c) Organizer is obligated to adjust rules to reflect the mission of serving the contestant and the community.

3. **Competition Period:** Entries will be accepted online and in person (pending available time) starting on March 23, 2023, at 6 a.m. and ending May 6, 2023 at 11:59 p.m. MST. all online entries must be received by May 6, 2023 at 11:59 p.m. Agreement must be signed no later than Sunday, May 6<sup>th</sup>, 11:59 PM MST.
4. **How to Enter:** The Competition must be entered by submitting an entry using the online form provided at flyeventspromotions.com or in person. The entry must fulfill all Competition requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of FLY Events Promotions. Optional verbiage to include: You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of FLY Events Promotions.
5. **Prizes:** The Winner(s) of the Competition (the “Winner”) will receive the items listed under the Event Information Details. **Approximate Value:** \$1500. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by FLY Events Promotions. No cash or other prize substitution shall be permitted except at FLY Events Promotions’ discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for FLY Events Promotions to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received as well as the judging criteria.
7. **Winner Selection and Notification:** Winner will be selected by overall total votes from the competition as a whole, under the supervision of FLY Events Promotions. Winner will be notified the day of the event in person as well as via email within 5 working days of the selection of the Winner. FLY Events Promotions shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize or serve in their position according to the details of the competition within 5 working days, from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Competition is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT FLY EVENTS PROMOTIONS’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE COMPETITION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that FLY Events Promotions, anyone acting on behalf of FLY Events Promotions, and FLY Events Promotions’ licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.
9. **By entering this competition,** You represent and warrant that your photo entries are an original work and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of FLY Events Promotions. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless FLY Events Promotions from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which FLY Events Promotions may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.
10. **Terms & Conditions:** FLY Events Promotions reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond FLY Events Promotions’ control corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, FLY Events Promotions may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by FLY Events Promotions. FLY Events Promotions reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates these Terms &

Conditions. FLY Events Promotions has the right, in its sole discretion, to maintain the integrity of the Competition, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Competition rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such an attempt be made, FLY Events Promotions reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** By entering, You agree to release and hold harmless FLY Events Promotions and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
12. **Disputes:** THIS Competition IS GOVERNED BY THE LAWS OF THE UNITED STATE OF AMERICA AND THE STATE OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Competition, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Competition, shall be resolved individually, without resort to any form of class action, exclusively before a court located in El Paso, Texas having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (i.e., costs associated with entering this Competition). Participant further waives all rights to have damages multiplied or increased.
13. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the FLY Events Promotions website. To read the Privacy Policy, <https://flyeventspromotions.com/privacy>.
14. **Winners List:** To obtain a copy of the Winner’s name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: FLY Events Promotions | PO BOX 640145 | El Paso, Texas 79904. Requests must be received no later than June 20, 2023, 11:59 p.m. MST.
15. **Sponsor:** The Sponsor of the Competition is FLY Events Promotions | PO BOX 640145 | El Paso, Texas 79904.
16. The Competition hosted by FLY Events Promotions is in no way sponsored, endorsed, administered by, or associated with META Facebook, Instagram, or any other social media platform, or website.

**Additional:**

<b>FLY FASHION MODEL CONTESTANTS</b>	FLY Events Promotions is not responsible for any losses, including monetarily, as you assume responsibility for entering and participating in the competition. By competing, you agree to our policies and rules. Contestants agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed.
<b>REFUNDS AND EXCHANGES</b>	No refunds prior to or after the event. By continuing, you agree to our policies and rules regarding your registration and participation.
<b>ORDER OF CONTESTANTS</b>	Your order in the competition will be provided the day of the event. Contestants agree to show up on time to all events pertaining to the competition.
<b>Independent Contractor Relationship</b>	It is mutually understood and agreed upon by both parties that the relationship that exists is one of independent contractor and is hereby established under the terms of this Agreement. The Contestant is not an employee of FLY EVENTS PROMOTIONS or any of our agencies. FEP reserves the right to declare this Agreement null and void if the signed Agreement is not received, or funds (if applicable) are not received by the Contestant the evening of the event, if applicable.

