



# Teen Model of the Year!

## Application Rules 2016- 2017

### (THE “APPLICATION RULES”)

ALL PMP Teen Model of the Year Participants must abide by the rules and regulations mandated by Patricia M. Productions. Failure to comply by the rules and regulations will result in immediate disqualification. ANY misconduct by a contestant will result in immediate disqualification.

#### 1.0 Entry Procedures to the Competition

- 1.1 The procedures for applying and participation in the Competition are subject to these Application Rules.
- 1.2 Since the Competition is designed to showcase and judge the talent of Participants who have roughly the same level of experience and maturity, the Competition is open to females aged between 14 and 19. Applicants who are Minors must reach the age of 14 by December 31, 2016. Applicants who are Minors must have their parent or legal guardian review, approve, and sign the Applicant's Release Form. You are a Minor if you are under the age of 18.
- 1.3 Applicants must not have had a substantial modelling career (as determined by Producer in its sole discretion) or have modelled in a national advertising campaign in the past five years.
- 1.4 Applicants cannot have a criminal record or pending criminal charges.
- 1.5 No Applicant will be considered without submitting on the day of the audition the following items (the “Application Package”):
  - (a) a fully completed official Application;
  - (b) a signed Applicant's Release Form.
  - (c) Tell us why you want to be PMP Teen Model of the Year and let your personality shine through!
    - your name
    - your age
    - your address and phone number
    - your email address
  - (d) a school identification card

- 1.5 ALL ENTRIES MUST BE RECEIVED IN PERSON NO LATER THAN Sunday, October 18, 2015.
- 1.6 A \$25.00 non-refundable Processing Fee and \$200.00 Entry Fee is required for all Applicants on the day of the Auditions, Sunday October 16, 2016. Both the Processing and Entry Fees are Payable by cash only. The Processing Fee is non-refundable however, Applicants who are not chosen by the Producer as a Participant will have the Entry Fee returned on the day of the Auditions, Sunday October 16, 2016. Applicants if chosen by the Producer as a Participant may NOT pay the Processing or Entry Fees at a later date.

Please note that materials in the Application Package cannot be returned and will become the property of the Producer.

## **2. Selection of Participants**

- 2.1 The Producer will contact 8 or more of the Finalists to invite them to be Participants in the Competition. If any of the Finalists invited to be Participants chooses not to be a Participant, or becomes ineligible to be a Participant, the Producer may contact another Finalist to invite her to be a Participant. The invitation to be a Participant is non transferable, non exchangeable and has no cash value.

## **3. The Competition**

- 3.1 The Competition is currently scheduled to be held in and around October 16, 2015 – February 5, 2017.
- 3.2 A Finalist who is invited to be a Participant will be required to, among other things:
- (a) read, approve and sign a release form provided by the Producer (the “Participant’s Release Form”). If such Finalist is a Minor, have her parent or legal guardian read, approve and sign the Participant’s Release Form. A Finalist who does not submit the Participant’s Release Form signed by herself (and her parent or legal guardian if required) will not be permitted to participate in the Competition;
  - (b) read, approve and sign a confidentiality agreement provided by the Producer (the “Confidentiality Agreement”) in which she will agree to keep any and all information regarding the Competition completely confidential and to not conduct any interviews or provide any comment or information to the public and the media without the consent of the Producer, including without limitation, information regarding the outcome of the competition, the performances of any Participant including her own performance and any and all comments of the Judges, Host, Producer and Producer’s Designated Representatives. If such Finalist is a Minor, have her parent or legal guardian read, approve and sign the Confidentiality Agreement. A Finalist who does not submit the Confidentiality Agreement signed by herself (and her parent or legal guardian if required) will not be permitted to participate in the Competition;
  - (c) read, approve and sign a release form provided by the Producer (the “Applicant Consent Release of Liability Form”). If such Finalist is a Minor, have her parent or legal guardian read, approve and sign the Participant’s Release Form. A Finalist who does not submit the Participant’s Release Form signed by herself (and her parent or legal guardian if required) will not be permitted to participate in the Competition;
  - (d) be available exclusively for up to 14 weeks (currently scheduled to commence Sunday October 16, 2016, but subject to change at the Producer’s discretion). Availability includes but not limited to meetings, fittings, rehearsals, hair and make up sessions, photo shoots and fashion shows.

- 3.3 Participants will be chosen based upon their Application Packages, their Audition Interview and their Fashion Show Audition, all of which will be assessed by the Producer and the Producer's Designated Representatives. The Producer and the Producer's Designated Representatives will consider subjective factors including an Applicant's charisma, poise, personality, and appearance, with a view to choosing a cross section of Applicants to be Participants. If at any time an Applicant does not meet the eligibility requirements, or if the Applicant's Application Package is not complete, such Applicant will not be eligible to be a Participant.
- 3.4 The Finalists chosen to be Participants will be announced on Sunday October 16, 2016 in Chatham, Ontario.

#### **4. General Rules of the Competition**

- 4.01 The Producer reserves the right to change the structure of the Competition as it sees fit including, without limitation, adding or deleting Participants to the Competition and/or requesting additional materials from the Applicants and/or changing the anticipated Competition Schedule. The Producer reserves the right to cancel, terminate or suspend the Competition in whole or in part or to amend these Application Rules if for any reason the Competition is not capable of running as planned.
- 4.02 It is a condition of entry and participation in the Competition that Applicants abide by the terms and conditions of all applicable Release Forms and the rules, regulations, terms and conditions as devised from time to time by the Producer including but not by way of limitation these Application Rules. If an Applicant is chosen to be a Participant, the Producer may require such Applicant to participate in any online/interactive activity relating to the Competition to participate in various interviews, appearances, promotional, publicity, sponsorship, and merchandising activities.
- 4.03 The decision of the Producer and the Producer's Designated Representatives regarding the selection of the Participants from the Applicants is final and the Applicants acknowledge that the interests of the Program shall override those of any Applicant.
- 4.04 All personal details and information requested by and supplied to the Producer by each Applicant including but not by way of limitation information provided in the Application Package, must be truthful, accurate and in no way misleading. The Producer reserves the right to disqualify any Applicant from consideration as a Participant or disqualify any Participant from the Competition in its sole discretion, should the Applicant or Participant, as applicable, at any stage supply untruthful, inaccurate or misleading personal details and/or information or should the Applicant or Participant, as applicable, be ineligible for the Competition pursuant to these Application Rules.
- 4.05 The Producer will have no liability to an Applicant, who provides incorrect contact information, an incomplete Application Package, whose Application Package is not received on Sunday October 16, 2016, or who is unable to attend or take part in any part of the Application process or the Competition for whatever reason, as determined by the Producer in its sole discretion.
- 4.06 The Producer reserves the right to amend the Application Rules or terminate the Competition at any time without any liability to any Applicant or Participant. The Producer further reserves the right to replace at its discretion any Participant who for any reason fails or is disqualified from or unable to participate in any aspect of the Competition, as determined by the Producer in its sole discretion, with another replacement Participant, notwithstanding that such replacement Participant may have been previously eliminated from the application process or the Competition.
- 4.07 In the event of any dispute concerning the operation of any element of the Competition or these Application Rules, the decision of the Producer will be final.
- 4.08 An Applicant selected to be a Participant when taking part in the Competition **must** participate in **all 14 weeks** of Competition. However, if a Participant is unable to participate in that weeks Competition, for

whatever reason or some unforeseen circumstance, eliminations will still take place. All Participants who participated in that week's Competition and the unavailable Participant will be judged by the Producer from previous weeks of Competition. Judging includes, but not limited to attendance, performance, scoring, etc. If the eliminated Participant is the absent Participant the Producer will inform the absent Participant via telephone of the Producer's decision.

- 4.09 An Applicant selected to be a Participant when taking part in the Competition may not participate in other modeling competitions, modeling workshops, photos shoots, fashion shows, etc. outside of the Competition or Patricia M. Productions events without the consent of the Producer. Permission will be granted at the sole discretion of the Producer who deems participation in a non-competition or Patricia M Productions event to further the modeling career of the Participant. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.10 An Applicant selected to be a Participant when taking part in the Competition may not have family members, friends, boyfriends or girlfriends present during the Competition unless officially invited by the Producer. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.11 If an Applicant selected to be a Participant withdraws from the Competition and does not participate in the Finale the Producer is under no obligation to give the Participant their photographs.
- 4.12 An Applicant selected to be a Participant when taking part in the Competition and places in the finale will be exclusively available for one year post competition to participate in PMP Teen Model of the Year and Patricia M Productions events. The Producer reserves the right in its absolute discretion to relieve the Participant who places in the finale of their duties if the Participant fails to comply with availability.
- 4.13 An Applicant selected to be a Participant when taking part in the Competition and places in the finale may not sign with another modeling agency for one year post competition. The Producer reserves the right in its absolute discretion to relieve the Participant who places in the finale of their duties if the Participant fails to comply with availability.
- 4.14 If information regarding an Applicant selected to be a Participant concerning their behaviour or activities when taking part in the Competition is brought to the attention of the Producer, the Participant, may not involve third parties outside of the Competition (including but not limited to schools, teachers, employers, friends, Patricia M Production models, Teen Model of the Year Alumni, etc.). The Participant may not contact third parties either verbally (including but not limited to in person, telecommunication devices, etc.) or written via the Internet, worldwide in perpetuity (including but not limited to social networking sites, blogs, e-mail, etc.), or land mail (including but not limited to mailed or hand delivered material). The Producer reserves the right in its absolute discretion to remove and disqualify the Participant.
- 4.15 An Applicant selected to be a Participant may not when taking part in the Competition disrespect fellow Participants, their fellow Participants families, friends, or Patricia M. Productions; it's family, affiliates or associates, the Judges, Host, Producer and Producer's Designated Representatives either verbally (including but not limited to in person, telecommunication devices, etc.) or written via the Internet, worldwide in perpetuity (including but not limited to social networking sites, blogs, e-mail, etc.), or land mail (including but not limited to mailed or hand delivered material) The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.

- 4.14 An Applicant selected to be a Participant must at all times behave appropriately when taking part in the Competition and observe these Application Rules and any other rules or regulations in force at the studios and/or locations. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.15 An Applicant selected to be a Participant when taking part in the Competition may not create a nuisance that interrupts the Competition. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.16 An Applicant selected to be a Participant must at all times arrive on time when taking part in the Competition. Tardiness will not be tolerated and may reflect your standing in the competition. Exceptions may be made under the discretion of the Producer.
- 4.17 An Applicant selected to be a Participant may not when taking part in the Competition consume drugs/narcotics or alcohol. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.18 An Applicant selected to be a Participant may not when taking part in the Competition chew gum, consume food or drink any beverage but water without the consent of the Producer. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.19 If an Applicant selected to be a Participant is pregnant or becomes pregnant while taking part in the competition will be removed from the Competition. All Applicants selected to be Participants are role models within the community and are expected to behave appropriately at all times.
- 4.20 An Applicant selected to be a Participant when taking part in the Competition will take pride in their appearance dressing cleanly, neatly and appropriately. Positive clothing projects a positive image. An Applicant selected to be a Participant may not wear any clothing or shoes deemed to be inappropriate by the Producer. Including but not limited to sportswear, denims regardless of colour (unless otherwise specified), clothing that have inappropriate images or language, a logo, brand name or image on it. Cloths that are torn ripped, holey, or stained. Suggestive and revealing clothing including tube tops, spaghetti straps, halter tops, muscle shirts, tank top without either a blouse, jacket, cardigan or some other type of cover-up. Tops with bare midriffs, bare backs, excessively low necklines or see-through tops and exposed undergarments will not be tolerated. Pajama pants, yoga pants or "beach attire". Dresses, skirts and shorts that are deemed by the producer to be too short. The clothing clause applies to but not limited to arrival and departure from photo shoots, video shoots, fashion shows, interviews, etc. where clothing is provided. The clothing clause applies to but not limited to photo shoots, video shoots, fashion shows, interviews, etc. where the Participant has to wear their own clothing. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.
- 4.21 An Applicant selected to be a Participant when taking part in the Competition may not appear with chipped, broken or unfired fingernails and/or chipped nail polish deemed to be inappropriate by the Producer. The nail clause applies to but not limited to photo shoots, video shoots, fashion shows, interviews, etc. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.

- 4.22 An Applicant selected to be a Participant when contacted by the Producer either verbally (including but not limited to in person, telecommunication devices, etc.) or written via the Internet, worldwide in perpetuity (including but not limited to social networking sites, blogs, e-mail, etc.), or land mail (including but not limited to mailed or hand delivered material) must acknowledge and confirm said contact within 24 hours of receipt of message. It is the Participants responsibility to follow up with all verbal and/or written communication. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and disqualify such Participant.
- 4.23 An Applicant selected to be a Participant when taking part in the Competition may not use any electronic devices. Including telecommunication devices (including but not limited to mobile phones; cell phones, I-phones, etc.); digital audio players (including but not limited to mp3 players, I-pod's, etc.); photographic devices (including but not limited to camera's or any other device with photographic capabilities including cell phones, etc.); personal digital assistants or portable computers (including but not limited to laptops, mobile computers, tablets, etc.). Exceptions may be made under the discretion of the Producer. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant
- 4.24 An Applicant selected to be a Participant when taking part in the Competition (unless otherwise specified by the Producer) may not be in Communication outside of the scheduled day/s of the Competition with Patricia M. Productions; it's family, affiliates or associates, the Judges, Host, photographers, hairdressers, make-up artists, dressers, male models, or sponsors either verbally (including but not limited to in person, telecommunication devices, etc.) or written/photographic via the Internet, worldwide in perpetuity (including but not limited to social networking sites, blogs, e-mail, etc.), or land mail (including but not limited to mailed or hand delivered material). The Producer will disqualify any Applicant selected to be a Participant who breaks this rule.
- 4.25 There is no obligation on the part of the Producer to record or broadcast any portion of the Competition in which an Applicant selected to be a Participant has appeared or any part of her contribution to the Competition.
- 4.26 All Applicants and Applicants selected to be a Participant agree that the Producer and its agents can in connection with the Competition or any subsequent Competitions, Advertising, Promotions and/or Post Competition use and distribute, in any media whatsoever, now known or hereafter created, (including without limitation the Internet, worldwide in perpetuity, Radio, Television and through Mobile Networks), the Applicants, or Participants photographs, performances and appearances, the Applicants, or Participants comments and the Applicants and Participants name, likeness, image or voice without any further consent or compensation of any nature or kind. All Applications and Participants agree to waive any and all copyright interest, of any nature or kind, they may have in their comments, audition(s), performances and appearances, including without limitation any moral rights in the foregoing.
- 4.27 All Applicants and Applicants selected to be a Participant agree that upon completion of the Competition that the Producer, Patricia M. Productions; it's family, affiliates, photographers, or Sponsors can use and distribute in any media whatsoever, now known or hereafter created, (including without limitation the Internet, worldwide in perpetuity Radio, Television and through mobile devices), the Applicants, Participants photographs, performances and appearances, the Applicants, Participants comments and the Applicants, Participants name, likeness, image or voice without any further consent or compensation of any nature or kind. All Applicants and Participants agree to waive any and all copyright interest, of any nature or kind, they may have in their comments, audition(s), performances and appearances, including without limitation any moral rights in the foregoing.

- 4.28 All Applicants selected to be a Participant agree that Applicants and Participants family, friends, boyfriends or girlfriends cannot request that the Producer, Patricia M. Productions, it's family, affiliates, photographers, or Sponsors remove photographs, performances and appearances, in any media whatsoever, now known or hereafter created, (including without limitation the Internet, worldwide in perpetuity Radio, Television and through mobile devices) the Applicants, Participants comments and the Applicants, Participants name, likeness, image or voice can use and distribute in any media whatsoever, now known or hereafter created, (including without limitation the Internet, worldwide in perpetuity Radio, Television and through mobile devices), of their daughter, sister, granddaughter, niece, cousin, friend, boyfriend or girlfriend during the Competition, any subsequent Competitions, Promotions and/or Post Competition.
- 4.29 Applicants and Applicants selected to be a Participants acknowledge that the Producer, Patricia M. Productions, the Host, the Judges, and any person or entity connected with the administration or judging of the auditions, the Competition and any of their respective affiliates, subsidiaries, agents or representatives, are not responsible for and are in no way liable for any injuries, loss or damages related to the Competition, including but not limited to injuries, loss or damage directly or indirectly caused by: (i) the administration (including scheduling) of the Competition including any failure of transportation or inability for any reason to appear before the judging panels; (ii) the Competitors or any third party's participation in the application process, or being selected or disqualified; (iii) as a result of the decisions of the Judges or Coordinators; or (iv) any printing, typographical or technological errors in any materials associated with the Competition.
- 4.30 These Application Rules are additional to and do not supersede any and all Release Forms signed by the Applicant and in the event of any conflict between any Release Form and these Application Rules, the Release Form will prevail.
- 4.31 The application to the Competition by an Applicant is subject to all federal, provincial and local laws and regulations and is void where prohibited.
- 4.32 Personal information collected on the Competition will be used as described on these Application Rules and as otherwise described in the Application and Applicant's Release Form.

## 5. Definitions

**"Applicant"** - An individual who submits an Application Package to the Producer.

**"Applicant's Release Form"** - The release form that must be completed by the Applicant and included in the Applicant's Application Package in order for the Applicant to be considered for selection as a Participant.

**"Application"** - The application that must be completed by the Applicant and included in the Applicant's Application Package in order for the Applicant to be considered for selection as a Participant.

**"Application Package"** - The materials required to be submitted by an Applicant in order for the Applicant to be considered for selection as a Participant, as set out in Section 1.4 above.

**"Competition"** - The modelling competition comprised within the Competition wherein Applicants will be chosen to be Participants and compete against one another for the title of "Patricia M. Production's Teen Model of the Year". The Participants will face weekly tests that determine whether they can make the cut as a model. Participants will be required to demonstrate both inner and outer beauty as they learn to master catwalks, fashion photo shoots and perfect publicity skills. It is intended that the winner of the Competition will ultimately be selected by the Judges, the Host and the Producer based on a combination of factors, including the Participant's poise, stage presence, charisma, and physical beauty.

**“Finalist”** - An Applicant who is invited to participate in the Competition.

**“Host”** - Such person(s) as the Producer may nominate from time to time to act as host of the Competition.

**“Judges”** - Such person(s) as the Producer may nominate from time to time to act as judges of the Competition.

**“Minor”** - A person under the age of 18

**“Participant”**- An Applicant chosen by the Judges, the Host, and/or the Producer to participate in the Competition and who is eligible to participate.

**“Producer”**- Patricia M. Productions, assignees, and its authorized representatives.

**“Producer’s Designated Representatives”** - Those individuals designated by the Producer to represent the Producer in connection with the Competition.

**“Release Form(s)”** - Any release form supplied from time to time by the Producer which Applicants are required to sign in connection with the Program. These include, without limitation, the Applicant’s Release Form and the Participant’s Release Form.