

COTTON FORWARD: 3D FASHION DESIGN CHALLENGE COMPETITION TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

By entering into the Cotton Forward: 3D Fashion Design Challenge Competition 2024 (the "**Competition**"), entrants agree to be bound by the following Terms and Conditions:

1. **Entry Period.** The Competition opens on January 3, 2024 ("**Opening Date**") and closes at 11:59 pm Eastern Time on May 17, 2024 ("**Closing Date**"). No entries will be accepted before the Opening Date or after the Closing Date. Entries are limited to one (1) entry per person. Entries which are not in accordance with these Terms and Conditions are invalid. Entries comprising of anything which is obscene or vulgar, abusive, harmful, threatening, libelous, defamatory, invasive, profane, infringing, or otherwise unlawful shall be deemed to be invalid.

2. **Eligibility.** The Competition is open to United States residents who are over the age of 18 years and who are enrolled in or have graduated from college within the last two years (2023, 2022 and 2021 graduates). The following persons are not eligible to enter the Competition: (i) employees of Arts Thread and its respective franchises, subsidiaries, agents and advisors and their respective immediate family members (spouse, parents, siblings, children); (ii) employees of Cotton Incorporated and its respective franchises, subsidiaries, agents and advisors and their respective immediate family members (spouse, parents, siblings, children); and (iii) employees of any other company, organization or person assisting or connected with the promotion and their respective immediate family members (spouse, parents, siblings, children). All federal, state and local laws and regulations apply.

3. **How to Enter.** In order to enter the competition Cotton Forward: 3D Fashion Design Challenge Competition 2024, entrants must upload your inspiration rationale, mood boards and final designs onto the Website artsthread.com (collectively, the "**Entry**"). Each Entry must meet the following requirements:
 - a. Comply with these Terms and Conditions and all terms and conditions of the websites used by entrant in connection with this Competition.
 - b. Use 3D software (CLO3D or Browzwear VStitcher) to design 1-3 complete, styled looks for any market or product category that uses, or could use, cotton.
 - c. Use cotton digital fabrics created by Cotton Incorporated, which are compatible with CLO and Browzwear. These digital fabric files are accessible for free from the [CottonWorks™ website](#), a free resource for producing outstanding cotton products. New to CottonWorks? Follow these steps:

Step 1: [Register for a free CottonWorks account](#).

Step 2: Once you've registered and signed in, navigate to [the FABRICAST Collection page](#).

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Hyperlink to Fabricast Collection page.

Step 3: Use the filters on the left to find the digital fabrics you'd like to use. Need help? [Go here to watch a video on how to download digital fabrics](#). You'll be able to access the link if you are signed in to CottonWorks.

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Step 4: Start designing. Be sure to read the Design Requirements below.

d. Entry Design Requirements:

- i. Entrants can choose any market or product category and may show any combination of markets and product categories in 1-3 complete, styled looks. For example, it's okay to do one men's look and two women's looks in your collection.
 - ii. At least 80% of the design Entry must feature digital cotton fabrics from CottonWorks™. There are about 400 to choose from. Entrants may alter the color and/or print of the digital fabrics. Entrants may add prints to digital fabrics that don't have one.
- e. Entrant must have an Arts Thread account. New to Arts Thread? To enter, [register \(for free\) to create an ARTS THREAD account](#) and go to your email and click on the activation link sent to your email inbox. Then log into your account, upload your Entry and select "Cotton Forward: 3D Fashion Design Challenge Competition 2024 from the dropdown options available.
- f. The use of artificial intelligence in creating Entries is strictly prohibited.**

4. Prizes. There will be Three (3) winners. The prizes shall consist of the following:

- a. The First Prize winner shall receive five thousand US dollars \$5000.00.
- b. The Second Prize winner shall receive three thousand five hundred US dollars \$3500.00
- c. The Third Prize winner shall receive one thousand five hundred US dollars \$1500.00 (collectively, the "**Prize/s**").

No more than the stated number of prizes will be awarded. Any local, state or federal taxes are the responsibility of winners. Arts Thread will contact potential winners for verification and with further details of how to claim the Prize after the close of the Competition.

5. Judging Criteria, Judges and Winner Selection.

- a. All Entries will be judged according to the following judging criteria:
 - i. 25% for Authenticity and Originality – the design reflects a unique creative vision;
 - ii. 25% for Design Technique and Quality – the designer has demonstrated technical skill in creating the digital garment(s);
 - iii. 25% for Overall Stylistic Concept – the design is visually appealing and stands out as a work of fashion; and
 - iv. 25% Material Use – the designer has effectively used Fabricast digital fabric selections and has demonstrated an understanding of fabric benefits and performance.

- b. Winner Selection:
- i. Each eligible Entry that complies with all of the Competition requirements will be submitted to the judging panel. Entries will be judged based on each of the 4 criteria listed above, and the top 3 Entries with the highest total score for all 4 criteria will be awarded prizes, with First Prize for the highest total score, Second Prize for the second highest total score and Third Prize for the third highest total score.
 - ii. In the event of a tie, the Entry with the higher score in the Material Use criteria will be ranked higher, and if that score is also a tie, the Entry with the higher score in the Overall Stylistic Concept criteria will be ranked higher.
 - iii. All potential winners and potential winning Entries are subject to verification for compliance with these Terms and Conditions and may be disqualified for noncompliance.
- c. The Competition shall be judged by panel comprised of 5 representatives chosen by Arts Thread and Cotton Incorporated (the "**Panel**"). Each judge will be a practicing fashion designer, 3d industry practitioner or a fashion design educator, and each judge will have experience in using or teaching 3D fashion design. All decisions of the Panel are final.
- d. The potential winners shall be selected and notified by June 12, 2024. All potential winners are subject to verification. Potential winners will be notified via the email address by Arts Thread, provided with the Entry. All potential winners may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release, Certification of Originality and/or rights transfer document within ten (10) days of prize notification. Additionally, potential winners may be required to submit releases from any and all third parties appearing in their respective Submissions. If potential winner cannot be reached within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize, if a potential winner does not timely complete and return required documents, or in the event of noncompliance with these Competition Terms and Conditions, such prize will be forfeited and Arts Thread may attempt to award the prize to the next potential winner with the next highest score.
6. **Content Restrictions.** Your Entry must not infringe the intellectual property rights of any third party. This includes the use of third party trade marks, images and/or copyright. By submitting your Entry, you warrant that the work comprising the Entry is an original design, created only by you and that you did not use any third party intellectual property (trademarks or copyrighted material) or artificial intelligence in the creation of your Entry. Your Entry shall not comprise of anything which is obscene or vulgar, offensive, abusive, harmful, threatening, libelous, defamatory, invasive of another's privacy, sexually or racially or ethically or religiously insulting, harassing, abusive, profane or otherwise unlawful. All Entries will be screened by Arts Thread and Arts Thread reserves the right, at its sole discretion, to remove and/or disqualify any Entry from which it believes is in breach of this clause, or any of the provisions of these Terms and Conditions. In the event that any winner is found to be in violation of these Terms and Conditions or is otherwise determined by Arts Thread or its agents in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse Arts Thread for the stated value of a prize if such a violation is found after the prize has been awarded.
7. **Marketing and Promotional Uses.** By submitting your Entry, you hereby grant each of Arts Thread and Cotton Incorporated and their respective authorized partners) a non-exclusive, irrevocable, royalty-free, perpetual, worldwide license to use, reproduce, modify, publish, create derivative works from and publicly display your Entry, in whole or in part, in any and all media or technology now known or later developed, for the purposes of:

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- a. administering, marketing and promoting this Competition;
- b. marketing and promoting future competitions held by Arts Thread or Cotton Incorporated; and
- c. marketing and promoting Arts Thread, CottonWorks, FABRICAST, Cotton Incorporated, and all current and future Cotton Incorporated technologies, products, and services (collectively, "**Marketing and Promotional Purposes**"). Entries may be modified, edited, reformatted, rearranged, cropped, combined with other materials and/or otherwise modified, in each of Arts Thread's and Cotton Incorporated's sole and absolute discretion. Participation in the Competition and/or acceptance of a prize constitutes winner's permission for Cotton Incorporated and Arts Thread to use his/her name, address (city and state only), school, likeness, photograph, picture, portrait, voice, biographical information, Entry and/or any statements made by winner regarding the Competition, Cotton Incorporated, or Arts Thread for Marketing and Promotional Purposes in perpetuity, without notice, approval or additional compensation, except where prohibited by law. (Tennessee residents need not consent to, or sign any, publicity release). Without limiting the generality of the foregoing terms, the Winning Entries may be displayed on one or more websites owned by Cotton Incorporated and at one or more exhibitions (date and location to be decided at the sole discretion of Cotton Incorporated) for viewing by the general public. If Arts Thread or Cotton Incorporated wants to use your Entry for any reason other than Marketing and Promotional Purposes, they shall contact you and afford you the opportunity to negotiate the terms of any additional usage of Entries falling outside of the Marketing and Promotional Purposes. Neither Arts Thread nor Cotton Incorporated is required to use any Entry for Marketing and Promotional Purposes.

8. General Terms.

- a. No purchase or payment of any kind is necessary to enter into this Competition. This Competition is void where prohibited.
- b. The Prize may be altered or varied at the sole discretion of Cotton Incorporated and substituted with a prize which, in the sole opinion of Cotton Incorporated is a suitable alternative.
- c. Cotton Incorporated and other company, organization or person assisting or connected with the Competition shall not be liable for any claims or complaints of any nature in respect to the Prize or to the Entries, to the fullest extent that this is permissible by law.
- d. Arts Thread reserve the right to withdraw or amend the Competition and these Terms and Conditions in the event of any unforeseen circumstances outside of its reasonable control or if in its absolute discretion considers it necessary. Arts Thread reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.
- e. Information regarding personal data which is provided by you when you enter will be processed in a database for the purpose of managing entry into the Competition. Such information will not be used for any purpose other than as stated in these Terms and Conditions or as separately accepted by you. If you have separately agreed to receive communications from Cotton Incorporated or a third party, then your personal data

may be used by them for such purposes, including direct marketing. Any personal data that you provide will be held and processed in accordance with the requirements of the applicable data protection laws and applicable privacy policies published on the websites on which such data is collected. Personal data provided by you while you are using the CottonWorks website is subject to the [CottonWorks website privacy policy](#).

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- f. By entering the Competition, Entrants accept that the Website is offered on an “as is” and “as available” basis. Arts Thread and Cotton Incorporated do not warrant that the websites linked in these Terms and Conditions will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of software viruses or bugs or other defects. Cotton Incorporated and Arts Thread disclaim all responsibility for, any content which Entrants may encounter, or events which may occur as a result of any Entrant’s use of such websites, to the fullest extent permitted by law, and Cotton Incorporated and Arts Thread shall not be liable for any damages or other losses of any type whatsoever incurred by Entrants as a result of their use of such websites. Cotton Incorporated and Arts Thread shall not be responsible for any Entry which is lost or damaged in transit or that cannot be uploaded on to the Website.

9. Liability and Indemnity.

- a. By entering, you agree to: (a) comply with and be bound by these Terms and Conditions and the decisions of the Panel, Arts Thread, Cotton Incorporated, and/or their respective designee(s) which are binding and final in all matters relating to this Competition; (b) release and hold harmless Arts Thread, Cotton Incorporated, and their respective parents, subsidiaries and affiliated companies, and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “**Released Parties**”) from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrant’s Entry, creation of an Entry, submission of an Entry, participation in the Competition, acceptance /or the publication, exploitation or use of Entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to your participation in the Competition.
- b. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by any entrant, or programming associated with or used in the Competition; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) lost, late, misplaced, defective deliveries, (d) unauthorized human intervention in any part of the entry process or the Competition; (e) technical or human error, which may occur in the administration of the Competition or the processing of Entries; or (f) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from any entrant’s participation in the Competition. If for any reason your Entry is confirmed to have been erroneously

deleted, lost or otherwise destroyed or corrupted, your sole remedy is a replacement Entry in the Competition during the Entry Period. No more than the stated number of Entries will be selected as Winners. If, for any reason, the Competition cannot be executed as planned, including, but not limited to, any governmental order, force majeure, epidemic/pandemic, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Competition, or if the Competition is compromised or becomes technically corrupted in any way, electronically or otherwise, Arts Thread reserves the right, in its sole discretion, to cancel, modify or terminate the Competition and, if terminated before the original end date, to choose the potential winners from among all eligible, non-suspect Entries received as of the date/time of termination.

- c. BY ENTERING THE COMPETITION, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE COMPETITION WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.
- d. YOU UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY YOU AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.”

10. Disputes: Governing Law.

- a. The parties waive all rights to trial in any action or proceeding instituted in connection with the Competition or these Terms and Conditions. Any controversy or claim arising out of or relating to these Terms and Conditions and/or the Competition shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Additionally, entrants agree that this is the sole method for dispute resolution and agree not to resort to any form of class action. The arbitration shall be conducted in Wake County, North Carolina before a single arbitrator.
- b. THESE TERMS AND CONDITIONS AND THE INTERPRETATION OF ITS PROVISIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE

WITH THE LAWS OF WAKE COUNTY, NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Competition, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Wake County, North Carolina. The parties agree not to raise the defense of forum non conveniens. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

11. Sponsor and Promoter. The Sponsor is Cotton Incorporated. The Promoter of this Competition is Arts Thread Limited, 4 Cannon Lane, Pinner, Middlesex, HA5 1HL, United Kingdom.
12. Winners List. To obtain a list of winners, visit the Website after June 12, 2024 or send a self-addressed, stamped envelope to: 3D Fashion Design Challenge Competition Winners List, Arts Thread Limited, 4 Cannon Lane, Pinner, Middlesex, HA5 1HL, United Kingdom.

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ABBREVIATED RULES

NO PURCHASE NECESSARY. Void where prohibited. Open to US residents over age 18 who are enrolled in or have graduated from college within the last two years (2023, 2022 and 2021 graduates). Entry period ends on 05/17/2024 at 11:59pm ET. Subject to Competition Terms and Conditions at [REDACTED]. Promoter: Arts Thread Limited, 4 Cannon Lane, Pinner, Middlesex, HA5 1HL, United Kingdom.

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These abbreviated rules should be included on all marketing materials.

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