

Terms and conditions

These are the Terms and Conditions of Amsterdam Fashion Week B.V. (hereinafter “Amsterdam Fashion Week” or “AFW” or “Party”) for the Talent Support by Nespresso. In this statement we explain the rules of the Talent Support. When you apply (hereinafter “Talent” or “Participating Party”) to the Talent Support you accept these Terms and Conditions.

Amsterdam Fashion Week and Talent hereinafter jointly referred as “Parties”.

Process of application and Grand Prize

1. Participating Party applies before July 1 2024 via the website and should comply to the set of requirements (see attachment 1);
2. The jury will select:
 - 50 brands to participate in the two-day program (mid July);
 - 10 of the 50 participating brands to compete for the Talent Support By Nespresso;
 - 5 winners based on their level of expertise, creativity, durability, transparency, and originality and these 5 finalists will be featured on Nespresso’s platform via a video interview;
 - 1 winner of Nespresso’s Grand Prize: the opportunity to be part of the official program of Amsterdam Fashion Week 2025, worth 25 thousand euros, by which Nespresso supports the winner to organize a show, presentation, performance, or exhibition (in consultation with Nespresso and AFW).

Agreements

3. AFW organizes The HUB from September 5 to September 6 2024 at Fosbury and Sons (Prinsengracht 769), with opening hours from 10AM until 8PM;
4. AFW arranges a stylist to curate the product placement and store set up of The HUB;
5. Participating Party will take care of:
 - Product selection (note: no space for storage)
 - Presentation tools
 - Transport
 - Brand representative to be present during opening hours (it is not allowed to remove your items during opening hours)
 - Own digital payment device
 - Insurance of own products
 - Fee/payment of 20% of sales price to AFW of sold items and/or pre-orders
6. AFW reserves the right to change the dates and the location of The HUB.

Invites

7. AFW will create the invitation;
8. AFW invites press and partners and Participating Party invites own guests.

Images and marketing

9. AFW will ensure media exposure via:
 - Press release including The HUB
 - Article on amsterdamfashionweek.nl introducing all participating brands
 - Digital abri campaign through Amsterdam including all brands (week 35-36)
 - Social media posts and stories via AFW Instagram
 - Visual communication of brands/artists on location’s window
 - Images of each brand - for editorial and social usage
10. Participating Party need to make use of the following (hash)tags;
 - @amsterdamfashionweek
 - @ fosbury.amsterdam

- #amsterdamfashionweek
 - #afw2024
 - #thehub
 - @nespresso.nl
 - #nespressotalentsupport
11. Participating Party is responsible for providing a biography in English and (hash)tags of social channels.

Use of intellectual property rights and data

12. Parties will provide each other timely and in a suitable manner with visual material of their brands for the use referred to in this Agreement;
13. Participating Party hereby grants AFW and her engaged third parties the right to make photo, video and/or sound recordings of The HUB and using these for editorial/non-commercial purposes (e.g., the Platform and social channels of AFW);
14. AFW hereby grants Participating Party the right to make use of their own photographer;
15. AFW hereby grants Participating Party the editorial license regarding the use of the images of the photographer including mentioning credits. Participating Party is not allowed to use the photos commercially;
16. AFW and Nespresso are allowed to repost all content of Participating Party via AFW and Nespresso channels;
17. Nespresso Nederland B.V. and its affiliated companies are not liable for The HUB and the application/selection process (hereinafter “Activity”) and any damage resulting from access to, use of and reliance on the information or any site linked to it, unless this damage is due to intent or gross negligence on the side of Nespresso Nederland B.V. The (personal) data required to select the parties for The HUB, in the context of this Activity will be forwarded by AFW to Nespresso Nederland B.V. and processed by Nespresso solely for the purpose of The HUB in accordance with the privacy statement of Nespresso Nederland B.V., as stated on [Juridische Informatie | Privacy & consumentrecht | Nespresso](#) . Afterwards, the personal data will be deleted. Further information on privacy can be read in the Cookie -and Privacy statement of this website.

Contribution and invoices

18. Participating Party owes AFW a fee/payment of 20% of the sales price of sold items and/or preorders (“Contribution”);
19. Participating Party fills in the attached excel with calculation of the Contribution before September 13, 2024. AFW will send an invoice in accordance with the Contribution;
20. Participating Party will pay the invoice not later than 30 days after receiving the invoice.

Duration and extension

21. This Agreement relates to The HUB on September 5 to September 6 and is entered into for the period from August 30st (set up) to September 9th (break down). After expiry the Agreement terminates automatically without any formality being required;
22. Each of the Parties has the right to terminate the Agreement with immediate effect if the bankruptcy of the other party is applied for, or if it is granted a suspension of payment, is wound up, or if the other Party otherwise can no longer be deemed able to perform its obligations under the Agreement. Each of the Parties also has the right to terminate the Agreement with immediate effect if the other Party does not fulfil the arrangements set out in this Agreement and thus is in breach of contract.

Liability

23. Each Party bears the responsibility and liability for (the acts of) all staff members deployed by it and third parties retained by it, and must observe all the applicable rules and instructions regarding the location;
24. Parties undertake to act with due observance of the reasonable interests of the other party. Parties undertake that they will take out insurance - and remain insured - for their legal liabilities;
25. AFW is not liable for theft or damage to products of the Participating Party.

Applicable law

26. This Agreement or ensuing agreements are governed by the laws of the Netherlands. Disputes regarding the implementation of the Agreement or the ensuing agreements as may arise between the Parties will be submitted exclusively to the competent court of Amsterdam.

Contact Amsterdam Fashion Week

Amsterdam Fashion Week B.V., with its corporate seat in Amsterdam, the Netherlands, and registered office at Keizersgracht 321, 1016 EE, Amsterdam, the Netherlands, registered with the trade register of the Chambers of Commerce under number 70034389.

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Attachment 1. Requirements

The participating brands should:

1. Have a **PROVEN TRACK RECORD** of success and market presence, demonstrated through at least **ONE RUNNING OR COMMERCIAL COLLECTION**.
2. Demonstrate **PROFESSIONAL EXPERTISE** in all facets of the fashion-, beauty-, or art industry, including business operations, marketing, and production.
3. Possess a **CREDIBLE TRACK RECORD** of achievements, such as industry recognition, positive press coverage, and successful collaborations.
4. Showcase commitment to innovative and distinctive designs that captivate audiences and reflect the **BRAND'S UNIQUE IDENTITY**.
5. Demonstrate **POTENTIAL FOR GROWTH** and scalability within its market, with a strategic approach to branding and distribution (= market viability).
6. Operate with a **SUSTAINABILITY AND CIRCULARITY STRATEGY** at the forefront.