THIS AGREEMENT IS MADE ON THE DATE LAST SIGNED BELOW, BETWEEN:

(1) **TUI ENTERPRISE LIMITED**, trading as **TwEssence™,** a company registered in New Zealand (NZBN:9429051612597 ("TwEssence™", "we", "us", "our"); and

(2) THE CREATOR named below ("Creator", "you", "your"), being either an individual or a company/organisation as indicated below.

TwEssence™ and the Creator are together referred to as the "Parties" and individually as a "Party".

Individual

Full Legal Name: _____

Residential / Mailing Address: _____

Email Address: _____

Phone Number: _____

Company / Organisation

Legal Entity Name: _____

Company / Registration Number: _____

Registered Address: _____

BACKGROUND

A. TwEssence™ is a New Zealand skincare brand that engages freelance creators to produce original creative content — including graphic design, photography, videography, and other digital media — for use in its marketing, branding, and promotional activities.

B. The Creator wishes to submit, and TwEssence™ wishes to consider, original content created by the Creator for potential selection and use by TwEssence™.

C. The Parties wish to record the terms on which such content may be submitted, reviewed, selected, compensated, and used.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

- **"Agreement"** means this Content Creator Submission & Collaboration Agreement, including its Background section and any signed amendments.
- **"Content" or "Sample"** means any creative work — including images, video, graphic design, photography, copy, or other digital media — submitted by the Creator to TwEssence™ in connection with this Agreement.
- **"Selected Content"** means Content that TwEssence™ has reviewed and formally selected for use, as confirmed in writing.
- **"Intellectual Property Rights"** means all copyright, trademark, design rights, moral rights, and any other intellectual property rights, whether registered or unregistered, anywhere in the world.
- **"Confidential Information"** means any non-public information disclosed by TwEssence™ to the Creator in connection with this Agreement, including unreleased products, pricing, and brand or marketing plans.

1.2 References to "TwEssence™" include Tui Enterprise Limited and its successors and permitted assigns. References to the "Creator" include, where the Creator is a Company/Organisation, that entity and its authorised representatives.

2. ORIGINALITY & OWNERSHIP WARRANTY

2.1 The Creator warrants that all Content submitted under this Agreement is wholly original and created solely by the Creator (or, where the Creator is a Company/Organisation, by personnel engaged by the Creator with full rights assigned to the Creator).

2.2 The Creator warrants that the Content does not, and **TwEssence's** use of the Content in accordance with this Agreement will not, infringe the Intellectual Property Rights, privacy, or other rights of any third party.

2.3 Content that copies, imitates, or otherwise reproduces the work of another person or brand without proper authorisation will not be accepted or considered, and TwEssence™ may reject or withdraw such Content at any time, including after selection, without liability to the Creator.

2.4 The Creator shall indemnify and hold TwEssence™ harmless against any claims, losses, damages, costs, and reasonable expenses arising from any breach of the warranties given in this Clause 2.

3. SUBMISSION & SELECTION

3.1 Submission of Content does not guarantee that it will be reviewed, accepted, or used by TwEssence™.

3.2 TwEssence™ may accept or decline any submission at its sole and absolute discretion, without obligation to give reasons.

3.3 TwEssence™ may retain submitted Content on file for future reference, unless the Creator requests its deletion in writing, in which case TwEssence™ will use reasonable efforts to delete it within a reasonable time, except where retention is required by law or for legitimate record-keeping.

3.4 Selection of Content will be confirmed to the Creator in writing, including by email.

4. OWNERSHIP & USAGE RIGHTS (UPON SELECTION)

4.1 On selection of Content by TwEssence™, and subject to Clause 5, full and exclusive ownership of the Selected Content, including all associated Intellectual Property Rights, transfers absolutely to TwEssence™.

4.2 TwEssence™ may edit, crop, repurpose, adapt, reproduce, publish, and distribute the Selected Content across any platform, channel, or format, whether now known or developed in future, for any current or future use, without further approval from the Creator.

4.3 This transfer of ownership applies only to Content that has been formally selected. Unselected submissions remain the sole property of the Creator, and TwEssence™ claims no rights over such Content.

4.4 If, for any reason, the Creator is unable to assign full ownership of Selected Content (for example, because it incorporates third-party licensed material disclosed to TwEssence™ in writing before selection), the Creator instead grants TwEssence™ an irrevocable, perpetual, worldwide, royalty-free, exclusive licence to use the Selected Content on the same terms as Clause 4.2.

5. COMPENSATION

5.1 If Content is selected, TwEssence™ may, at its discretion, offer compensation in the form of money, gift vouchers, products, or other forms of payment, as mutually discussed and agreed in writing following selection.

5.2 Submission and/or selection of Content does not, by itself, guarantee compensation. No compensation is owed to the Creator unless separately confirmed in writing between TwEssence™ and the Creator.

5.3 Where compensation is agreed, payment will be made within the timeframe and by the method agreed in writing between the Parties.

5.4 Where the Creator is a Company/Organisation registered for GST or other applicable taxes, the Creator is responsible for issuing a valid invoice and for its own tax obligations arising from any compensation received.

6. CREDIT

6.1 TwEssence™ is not obliged to credit the Creator for Selected Content.

6.2 Where credit is given, it will be in a form, location, and manner determined at TwEssence™'s sole discretion, and may be amended or withdrawn at any time.

7. CONFIDENTIALITY & BRAND USE

7.1 The Creator must not disclose, publish, or otherwise make public any Confidential Information shared by TwEssence™ during the submission, review, or selection process, except as required by law.

7.2 The obligations in this Clause 7 survive the termination or expiry of this Agreement.

7.3 The Creator must not use the TwEssence™ name, logo, trademarks, or product imagery in the Creator's own portfolio, marketing, or self-promotion without TwEssence™'s prior written approval.

8. LIABILITY & DATA

8.1 TwEssence™ is not liable for any loss, damage, or unauthorised access to files during transmission, upload, or storage.

8.2 By submitting Content and contact details, the Creator agrees that this information may be collected, stored, and used by TwEssence™ to communicate about this and future opportunities, in line with TwEssence™'s privacy practices and the Privacy Act 2020 (New Zealand).

8.3 To the maximum extent permitted by law, TwEssence™'s total liability to the Creator arising out of or in connection with this Agreement shall not exceed the total compensation actually paid to the Creator under this Agreement.

8.4 Nothing in this Agreement excludes or limits liability for fraud, or any other liability that cannot lawfully be excluded or limited.

9. TERM & TERMINATION

9.1 This Agreement begins on the date of signature and continues until the matters contemplated in it are completed, unless terminated earlier under this Clause 9.

9.2 Either Party may terminate this Agreement by written notice if the other Party commits a material breach that remains unremedied 14 days after written notice of the breach.

9.3 Clauses 4 (Ownership & Usage Rights), 6 (Credit), 7 (Confidentiality & Brand Use), 8 (Liability & Data), and 12 (Governing Law & Dispute Resolution) survive termination or expiry of this Agreement.

10. ELIGIBILITY

10.1 Where the Creator is an individual, the Creator confirms they are 18 years of age or older, or of legal age in their jurisdiction, and have full legal capacity to enter into this Agreement.

10.2 Where the Creator is a Company/Organisation, the individual signing this Agreement on its behalf warrants that they are duly authorised to bind that Company/Organisation.

11. GENERAL

11.1 Assignment: The Creator may not assign, transfer, or subcontract any rights or obligations under this Agreement without TwEssence™'s prior written consent. TwEssence™ may assign this Agreement to any successor, affiliate, or purchaser of its business without the Creator's consent.

11.2 Notices: Notices under this Agreement must be in writing and sent by email to the address specified by each Party, and are deemed received on the date sent (or the next business day if sent outside business hours).

11.3 Entire Agreement: This Agreement constitutes the entire agreement between the Parties on its subject matter and supersedes all prior discussions, representations, or agreements, whether written or oral.

11.4 Severability: If any provision of this Agreement is invalid or unenforceable, the remaining provisions continue in full force and effect.

11.5 No Partnership: Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

11.6 Counterparts: This Agreement may be signed in counterparts, including by electronic or scanned signature, each of which is an original, and which together constitute one agreement.

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 This Agreement is governed by the laws of New Zealand.

12.2 The Parties will first attempt to resolve any dispute through good-faith negotiation. If unresolved within 30 days, either Party may refer the dispute to mediation before pursuing any other remedy, without prejudice to either Party's right to seek urgent injunctive relief at any time.

12.3 Subject to Clause 12.2, the courts of New Zealand have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

SIGNED for and on behalf of TUI ENTERPRISE LIMITED (trading as TwEssence™):

Name: _____

Title: _____

Signature: _____

Date: _____

SIGNED by THE CREATOR — if an Individual:

Full Name: _____

Signature: _____

Date: _____

SIGNED by THE CREATOR — if a Company / Organisation:

Company / Organisation Name: _____

Signed by (Authorised Representative): _____

Title: _____

Signature: _____

Date: _____

Content Title / Reference: _____

Please return the signed copy of this Agreement to info@twessence.co.nz.