**Conditions of Entry**

# **Who Can Enter**

## Only *Eligible Businesses* may enter the *GBEA*.

## Any Entry submitted by a business that is not an *Eligible* *Business* will be disqualified.

# **How to Enter**

## To enter the *GBEA* the *Entrant* must download the entry form from the *GBEA Website* and submit the completed form with the *Entry.*

## By submitting an *Entry*, the *Entrant* acknowledges and agrees to be bound by these *Conditions* *of* *Entry*.

## The *Entrant* may, in submitting their *Entry,* elect to be considered for one or more of the *Award Categories*.

## Subject to clause, 2.6, an Entry must be submitted by the *Entry Closing Date.*

## The *Judging Panel* may, at any time, in its sole discretion, change the *Entry Closing Date*.

## The Entrant must comply with any word limit for *Entries* which is specified on the *GBEA Website*.

# **Judging Panel**

## All *Entries* will be judged by the *Judging Panel*.

## Each decision of the *Judging Panel* will be final and no further correspondence will be entered into.

## The *Judging Panel* may, in its sole discretion, declare:

### an *Entry* ineligible to proceed further in the *Judging Process*;or

### an *Entrant* ineligible to be an *Award Winner*,

### if, at any time during the *Judging Process*, the *Judging Panel* forms the view that:

### the *Entry* is incomplete, deficient, false or misleading in any way;

### the *Entry* exceeds any word limit specified on the *GBEA Website*;

### the *Entrant* uses the name, logo or image of the *GBEA* or the *Chamber* without the written approval of the *Chamber*;

### the *Entrant* is engaged in, has been engaged in, or may have been engaged in activities that are illegal, undesirable or might adversely impact on the reputation of the *Chamber*, the *GBEA* or a *Sponsor*;

### an officer, agent, employee or associate of the *Entrant* is engaged in, has been engaged in, or may have been engaged in activities that are illegal, undesirable or might adversely impact on the reputation of the *Chamber*, the *GBEA* or a *Sponsor*.

# **Chair of the Judging Panel**

## The Chair of the *Judging Panel* shall oversee the *Judging Process* and, where necessary, clarify criteria relating to the *Judging Process*.

## The Chair of the *Judging Panel* shall be entitled to vote during the Judging Process, but shall not have a casting vote.

# **Judging Process**

## The *Judging Process* shall be conducted in accordance with the *Judging Rules.*

## In addition to any judging criteria provided for in the *Judging Rules,* in determining the *Award Winners*, the *Judging Panel* shall take into account the following:

### the *Entries*;

### the *Site Visits*;

### any external factors relating to each *Entrant* or any of their officers, employees, agents or associates, whether or not such external factors are brought to the attention of the *Judging Panel* through the application process.

## Nothing in this clause 0 shall prevent the *Judging Panel* from exercising its rights under clause 3.3 of these *Conditions of Entry*.

# **Announcing the Finalists and Award Winners**

## Finalistsand *Award Winners* will be announced at the GBEA Gala Dinner, which shall be held within one month of the completion of the *Judging Process*.

# **Personal Information**

## By entering the *GBEA*, the *Entrant* warrants that:

## they have the authority to disclose *Personal* *Information* about their employees, agents, officers and referees;

## they have obtained the consent of their employees, agents, officers and referees for the *Judging* *Panel* to:

### collect and use *Personal* *Information* about each of them during the course the *Judging* *Process*; and

### disclose, for any purpose whatsoever, that *Personal* *Information* to the *Chamber*, and third parties engaged to provide services in connection with the *GBEA*.

## it has notified its employees, agents, officers and referees that:

### they can withdraw the consent given in clause 7.2 by contacting the *Chamber* on email gbea@geelongchamber.com.au ; and

 they can obtain of copy of the *Chamber’s* Privacy & Credit Reporting Policy at https://www.geelongchamber.com.au/static/uploads/files/privacy-and-credit-reporting-policy-nov-2016-wfamsrulmrzv.pdf

### **Business Information**

## By entering the *GBEA*, the *Entrant*:

## consents to the *Chamber* contacting them to provide comments about the *GBEA* and to obtain *Business Information;* and

## grants to the *Chamber* a free of charge, worldwide, royalty free, perpetual, exclusive and irrevocable licence to use the *Entrant’s Business Information* for future promotional and marketing purposes.

# **GBEA & Geelong Chamber of Commerce Logos**

## The *Entrant* is not entitled to use the name, logo, or any images of the *GBEA* or *Chamber* without the express written approval of the *Chamber*.

# **Promotion and Sponsorship**

The *Entrant* undertakes that, should they be declared an *Award Winner*, they will:

## make *Key Representatives* of their business available for promotional appearances following the *GBEA Gala Dinner;* and

## if requested, verbally endorse the *GBEA*, particular *GBEA* *Sponsors* and the *Chamber*.

# **Hall of Fame**

## The Judging Panel may, in its sole discretion, declare that an *Eligible Business*, whether or not an *Entrant,* shall be entered into the *GBEA Hall of Fame* if the *Eligible Business* is declared an *Award Winner* in any of the *Award Categories* 3 times within a 7 year period.

## An *Eligible Business* is not guaranteed entry into the *GBEA Hall of Fame simply because they have* been declared an *Award Winner* in any of the *Award Categories* 3 times within a 7 year period.

# **Indemnity**

The *Entrant* shall at all times indemnify, keep indemnified, defend and hold harmless all *Indemnified* *Persons* from and against any loss (including reasonable legal costs and expenses) or liability incurred by the *Indemnified* *Persons* arising from any *Claim* against any of the *Indemnified* *Persons* where such loss or liability arose out of, in connection with:

## any breach of these *Conditions of Entry* by the *Entrant*;

## the use by the *Indemnified Persons* of any *Personal Information,* *Business Information* or other information supplied by the *Entrant* for the purposes of the *GBEA.*

# **Definitions**

## *Award Categories* means the various *GBEA* award categories;

## *Award Winner* means any *Entrant* that is declared a winner of an *Award Category*;

## *Business* *Information* means *Intellectual* *Property* of the *Entrant* and information, whether in hardcopy, electronic or any other form, related to the business operations of the *Entrant*;

## *Chamber* means the Geelong Chamber of Commerce;

## *Claim* means any claim, demand, suit, action or proceeding;

## *Award Categories* means the following *Award Categories:*

### Any category specified on the *GBEA* Website;

## *Eligible Business* means any business that has an ABN, has been operating in the *Geelong Region* for at least 12 months and is solvent at the time of the submission of their *Entry*.

## *Entrant* means an *Eligible* *Business* that enters the *GBEA*;

## *Entry* means a written entry submitted in accordance with these *Conditions* *of* *Entry*;

## *Entry Closing Date* means the date specified on the *GBEA Website* by which *Entries* can be submitted, or any such other date specified by the *Judging Panel* in accordance with clause 2.5;

## *GBEA Gala Dinner* means the event held to announce the *Award Winners;*

## *GBEA* means the Geelong Business Excellence Awards;

## *GBEA Website* means The Geelong Business Excellence Awards website

## *Geelong Region* means the Greater Geelong region, including Geelong, Surfcoast, Bellarine Peninsula, Queenscliff, Bannockburn and Lara;

## *Indemnified Persons* means *GBEA,* the *Chamber, Sponsors* and each of their officers, employees, agents and associates;

## *Intellectual Property* means all rights resulting from intellectual activity, including copyright, inventions, patent rights, trademarks, design rights, circuit layouts and all rights and interests of a like nature;

## *Judging Panel* means the panel of business and community leaders from the *Geelong Region* appointed to undertake the Judging Process;

## *Judging Process* means the process described in clause 5;

## *Judging Rules* means the rules regulating the *Judging Process*, as amended from time to time;

## *Key Representatives* means the employees or officers of the *Entrant* that are nominated by the *Entrant* to represent their business;

## *Personal* *Information* has the meaning prescribed to it in the Privacy Act 1988 (Vic);

## *Site* *Visit* means a visit to an *Entrant’s* principal place of business by members of the *Judging* *Panel*;

## *Sponsor* means a *GBEA* Sponsor.