

## 1. Who Can Enter

- 1.1. Only *Eligible Businesses* may enter the *GBEA*.
- 1.2. Any Entry submitted by a business that is not an *Eligible Business* will be disqualified.

## 2. How to Enter

- 2.1. To enter the *GBEA* the *Entrant* must download the entry form from the *GBEA Website* and submit the completed form with the *Entry*.
- 2.2. By submitting an *Entry*, the *Entrant* acknowledges and agrees to be bound by these *Conditions of Entry*.
- 2.3. The *Entrant* may, in submitting their *Entry*, elect to be considered for one or more of the *Award Categories*.
- 2.4. Subject to clause, 2.6, an *Entry* must be submitted by the *Entry Closing Date*.
- 2.5. The *Judging Panel* may, at any time, in its sole discretion, change the *Entry Closing Date*.
- 2.6. The *Entrant* must comply with any word limit for *Entries* which is specified on the *GBEA Website*.

## 3. Judging Panel

- 3.1. All *Entries* will be judged by the *Judging Panel*.
- 3.2. Each decision of the *Judging Panel* will be final and no further correspondence will be entered into.
- 3.3. The *Judging Panel* may, in its sole discretion, declare:
  - 3.3.1. an *Entry* ineligible to proceed further in the *Judging Process*; or
  - 3.3.2. an *Entrant* ineligible to be an *Award Winner*,if, at any time during the *Judging Process*, the *Judging Panel* forms the view that:
  - 3.3.3. the *Entry* is incomplete, deficient, false or misleading in any way;
  - 3.3.4. the *Entry* significantly exceeds any word limit specified on the *GBEA Website*;
  - 3.3.5. the *Entrant* uses the name, logo or image of the *GBEA* or the *Chamber* without the written approval of the *Chamber*;
  - 3.3.6. 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*;
  - 3.3.7. 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*.

## 4. Chair of the Judging Panel

- 4.1. The Chair of the *Judging Panel* shall oversee the *Judging Process* and, where necessary, clarify criteria relating to the *Judging Process*.
- 4.2. The Chair of the *Judging Panel* shall be entitled to vote during the *Judging Process*, but shall not have a casting vote.

## 5. Judging Process

- 5.1. The *Judging Process* shall be conducted in accordance with the *Judging Rules*.
- 5.2. 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:
  - 5.2.1. the *Entries*;
  - 5.2.2. the *Site Visits*;
  - 5.2.3. 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.
- 5.3. Nothing in this clause 5 shall prevent the *Judging Panel* from exercising its rights under clause 3.3 of these *Conditions of Entry*.

## 6. Announcing the Finalists and Award Winners

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

## 7. Personal Information

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

- 7.1. they have the authority to disclose *Personal Information* about their employees, agents, officers and referees;
- 7.2. they have obtained the consent of their employees, agents, officers and referees for the *Judging Panel* to:
  - 7.2.1. collect and use *Personal Information* about each of them during the course the *Judging Process*; and
  - 7.2.2. disclose, for any purpose whatsoever, that *Personal Information* to the *Chamber*, and third parties engaged to provide services in connection with the GBEA.
- 7.3. it has notified its employees, agents, officers and referees that:
  - 7.3.1. they can withdraw the consent given in clause 7.2 by contacting the *Chamber* on email [gbea@geelongchamber.com.au](mailto:gbea@geelongchamber.com.au) ; and they can obtain of copy of the *Chamber's* Privacy & Credit Reporting Policy at <http://www.geelongchamber.com.au/files/nvybqdexgx/Privacy-and-Credit-Reporting-Policy---August-2015-unsigned-copy-.pdf>

### 7.3.2. Business Information

By entering the GBEA, the *Entrant*:

- 7.4. consents to the *Chamber* contacting them to provide comments about the GBEA and to obtain *Business Information*; and
- 7.5. 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.

**8. 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*.

**9. Promotion and Sponsorship**

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

- 9.1. make *Key Representatives* of their business available for promotional appearances following the *GBEA Gala Dinner*; and
- 9.2. if requested, verbally endorse the *GBEA*, particular *GBEA Sponsors* and the *Chamber*.

**10. Hall of Fame**

- 10.1. 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 *Core Award Categories* 3 times within a 5 year period.
- 10.2. 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 *Core Award Categories* 3 times within a 5 year period.

**11. 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:

- 11.1. any breach of these *Conditions of Entry* by the *Entrant*;
- 11.2. 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*.

## 12. Definitions

- 12.1. *Award Categories* means the various *GBEA* award categories;
- 12.2. *Award Winner* means any *Entrant* that is declared a winner of an *Award Category*;
- 12.3. *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*;
- 12.4. *Chamber* means the Geelong Chamber of Commerce;
- 12.5. *Claim* means any claim, demand, suit, action or proceeding;
- 12.6. *Core Award Categories* means the following *Award Categories*:
  - 12.6.1. Best Large Business; and
  - 12.6.2. Best Medium Sized Business; and
  - 12.6.3. Best Small Business; and
  - 12.6.4. any other category specified on the *GBEA* Website;
- 12.7. *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*.
- 12.8. *Entrant* means an *Eligible Business* that enters the *GBEA*;
- 12.9. *Entry* means a written entry submitted in accordance with these *Conditions of Entry*;
- 12.10. *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;
- 12.11. *GBEA Gala Dinner* means the event held to announce the *Award Winners*;
- 12.12. *GBEA* means the Geelong Business Excellence Awards;
- 12.13. *GBEA Website* means The Geelong Business Excellence Awards website
- 12.14. *Geelong Region* means the Greater Geelong region, including Geelong, Surfcoast, Bellarine Peninsula, Queenscliff, Bannockburn and Lara;
- 12.15. *Indemnified Persons* means *GBEA*, the *Chamber*, *Sponsors* and each of their officers, employees, agents and associates;
- 12.16. *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;
- 12.17. *Judging Panel* means the panel of business and community leaders from the *Geelong Region* appointed to undertake the *Judging Process*;
- 12.18. *Judging Process* means the process described in clause 5;
- 12.19. *Judging Rules* means the rules regulating the *Judging Process*, as amended from time to time;
- 12.20. *Key Representatives* means the employees or officers of the *Entrant* that are nominated by the *Entrant* to represent their business;
- 12.21. *Personal Information* has the meaning prescribed to it in the Privacy Act 1988 (Vic);
- 12.22. *Site Visit* means a visit to an *Entrant's* principal place of business by members of the *Judging Panel*;
- 12.23. *Sponsor* means a *GBEA* Sponsor.