

# Terms & Conditions of Entry: Social Traders Awards 2020

## 1. DEFINITIONS:

The following definitions apply to the interpretation of these Terms and Conditions of Entry: **Applicant** means an individual or organisation who nominates themselves or another individual or organisation as an entrant by submitting an online application in accordance with these Terms and Conditions

**Awards** means the annual Social Traders Awards, managed by Social Traders

**Entrant** means an individual or organisation that enters, or is entered into, one or more categories of the Awards

**Judges** means the judges of the Awards

**Organisation** means a social enterprise, business or government agency

**Social Traders** means Social Traders Ltd (ABN 42 132 665 804) of Level 1, 333 Exhibition Street, Melbourne, Victoria 3000, the host of the Awards

**Content** means the written or video content supplied by the Applicant.

**Event** means digital promotion of the award winners on Social Traders digital channels.

2. **AGREEMENT:** By entering the Awards, applicants agree to be bound by these Terms and Conditions.

3. **ENTRANCE CRITERIA:** The only individuals who may enter and may be eligible for the Social Traders Awards ("the Awards") are Australian citizens and/or permanent residents of Australia or organisations who, in the judges' sole discretion, meet the criteria set out on the Social Traders website, relating to the Awards. The Awards are:

- a) Social Enterprise awards
  - i. Social Enterprise of the Year – Large Enterprise
  - ii. Social Enterprise of the Year – Small Enterprise
  - iii. Social Enterprise Champion of the Year
  - iv. Social Procurement Partnership of the Year
  - v. Celebrating the Sector Response to COVID-19
  
- b) Business & Government awards
  - i. Social Procurement Big Spender Award
  - ii. Business or Government Member of the Year
  - iii. Social Procurement Champion of the Year
  - iv. Social Procurement Partnership of the Year

The specific criteria for each of the awards defined above can be found on the Social Traders website.

#### **4. PARAMETERS OF ENTRY:**

- a) An entrant may be entered in more than one award category provided that a separate entry is submitted for each award category;
- b) The same organisation or individual may enter different organisations or individuals under the same category provided a separate entry is submitted for each entrant;
- c) If an organisation or individual has been judged the winner of a particular category in a previous year of the Awards, the same organisation or individual must not enter or be entered into the same or equivalent category of the Awards for the consecutive year after winning. Social Traders may not consider and or may withdraw any entries made contrary to this clause.

**5. HOW TO ENTER:** Entries must be made by completing the online application form between 9am 7<sup>th</sup> July and 5pm 24<sup>th</sup> July 2020.

#### **6. OBLIGATIONS OF ENTRY:**

- a) If an entrant is chosen as a finalist or wins an award, the entrant agrees to participate in promoting the Awards thereafter.
- b) If an entrant is selected as a finalist, a representative is required to be available to be filmed for digital promotion of the awards.

**7. CONFIDENTIAL INFORMATION:** All confidential information disclosed by an applicant to Social Traders in relation to the Awards will remain confidential and will not be disclosed to any other party without the entrant's consent, unless required by law. If Social Traders is required by law to disclose any confidential information to another person Social Traders will notify the applicant.

Social Traders may choose to aggregate certain information for promotional purposes. If this occurs, the information will be presented in aggregate and anonymised.

**8. PRIVACY:** All information, including personal information, collected as part of the entry and or selection process for the Awards is collected for the following purposes:

- a. to enable identification of the finalist(s) and or winner(s);
- b. for future marketing and promotional purposes of Social Traders;
- c. for research purposes;
- d. and by submitting an entry, applicants consent to the use of all information provided for the above purposes;

Any personal information will be collected and used in accordance with Social Traders' Privacy Policy located at <https://www.socialtraders.com.au/privacy-policy/>. By entering the

Awards the applicant acknowledges that it has read the Privacy Policy.

9. **LICENCE:** By submitting an entry, applicants agree to grant Social Traders a non-exclusive, royalty-free, worldwide license to republish the entry in electronic format and hard copy for purposes connected with the Awards or promotion of Social Traders.
10. **JUDGES' DECISION:** Details of the judging and selection process is available on the Social Traders website. The judges' decision is final and binding on every entrant.
11. **COPYRIGHT:** All entries must be original works and must not contain any third-party material or content that applicants do not have permission to use, or which may contravene applicable laws. If Social Traders reasonably believes that an entry is in breach of this clause, the entry may be withdrawn by Social Traders.
12. **WARRANTIES:** All applicants warrant that:
  - a) the entrant is eligible to enter the Awards;
  - b) the applicant and the entrant will comply with the terms and conditions herein;
  - c) this document creates legal, valid and binding obligations upon the applicant and the entrant in accordance with its terms;
  - d) these terms do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) by the applicant and the entrant;
  - e) the entrant is not currently involved in any legal dispute or proceedings and the organisation or individual is solvent;
  - f) if the entrant's circumstances change after entry, the applicant shall notify Social Traders immediately.
13. **USE OF CONTENT:** All applicants warrant that:
  - a) You grant Social Traders Ltd (including its employees, agents, licensees, or successors) the rights and permissions to utilise the Content supplied by you. You confirm that you hold the current rights to the Content and irrevocably consent to Social Traders using and publishing the Content at the Event for the purposes of advertising, media publicity, publication, general display or for any other purposes in whole or in part, including publication on internet web sites, webinars, or blogs maintained by Social Traders Ltd;
  - b) You represent and warrant to Social Traders Ltd that the Content supplied by you will not infringe on any rights of third parties or breach any laws and that you have obtained the appropriate consents from all the subjects that appear in the Content;
  - c) If the Content includes an image of a person under the age of 18, you confirm that their parent or guardian has given unreserved permission for all photographs, film, audio, or other recording taken by you and made available to Social Traders to be

utilised at the Event and for the purposes of advertising, media publicity, publication, general display or for any other purposes in whole or in part, including publication on internet web sites, webinars, or blogs maintained by Social Traders;

- d) You waive any entitlement to any remuneration, royalties, compensation or other payment of any kind from Social Traders Ltd in respect of the use of the Content by Social Traders Ltd and you agree to make no claim against Social Traders Ltd for any payments for such use; and
- e) Social Traders Ltd may do or omit to do any act in respect of the Content which might otherwise infringe your “moral rights” as defined in the Copyright Act 1986 (Cth).

**14. INDEMNITY:** the applicants agree to release and indemnify Social Traders from any and all liabilities, costs, expenses, damages or losses, claims and demands of any kind arising out of or in conjunction with the use of the Content and in relation to the entry or entries made, including without limitation, claims for defamation, libelous material, breach of privacy or copyright for any third party, or intellectual property rights infringed by the entry or entries.

**15. LIMITATION OF LIABILITY:** Social Traders is not liable for any damage, loss, liabilities, injury or disappointment incurred or suffered by an applicant or entrant as a result of entering into or winning a category or categories of the Awards. Social Traders shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control including but not limited to weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotions, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

**16. JURISDICTION:** The Awards are governed by Victorian law.

**17. TERMINATION:** Social Traders reserves the right at any time to modify suspend or discontinue the Awards, and the nature and inclusions of the prize packages, temporarily or permanently, with or without prior notice, and will not be liable for any losses incurred thereof.