



geelong
chamber of commerce
THE VOICE OF BUSINESS



Conditions of Entry

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.
- 1.3. The business must reside in Geelong & the Bellarine, Surf Coast, Queenscliff, Golden Plains area and be within 40 kms from the Geelong city centre.
- 1.4. Please note: A business also refers to a franchise or organization. It can apply to either a private and/or commercial business or department and to a part or fully funded government organisation or department including training/educational organisations and not for profit organisations.
- 1.5. Have a registered Australian Business Number (ABN);
- 1.6. Have been operating for at least 12 months;
- 1.7. If entering for the Emerging Business Category, have been operating between 12 to 36 months;
- 1.8. Previous Business of the Year Award winners will not be eligible to enter a business category for the three years following their win i.e. Business of the Year winner in 2019 cannot enter in 2020, 2021 or 2022;
- 1.9. Previous Business of the Year winners will not be eligible to enter one year following their win i.e. Business Leader of the Year in 2019 cannot enter in 2020
- 1.10. Individual category: Young Entrepreneur entrants must be within the age category 18 years 40 years as of the time of entries closing date;
- 1.11. Sponsors and Partners of the awards can enter, however must not enter the category that they sponsor or represent;
- 1.12. The business that a Judge represents or owns is not allowed to enter the awards;
- 1.13. Geelong Chamber of Commerce Board Members and their associated business can enter (as long as they are not a judge);
- 1.14. In the event that retiring judges wish (either individually or their business which they own all or part of and/or are employed at) to enter or re-enter the awards, they must sit out for a minimum of 1 year from their retirement from the judging panel.
- 1.15. Previous Business of the Year Award winners will not be eligible to enter a business category for the three years following their win i.e. BOTY winner in 2019 cannot enter in 2020, 2021 or 2022;
- 1.16. Previous individual category winners will not be eligible to enter a business category for the three years following their win i.e. BOTY winner in 2019 cannot enter in 2020, 2021 or 2022



- 1.17. In the event that retiring judges wish (either individually or their business which they own all or part of and/or are employed at) to enter or re-enter the awards, they must sit out for a minimum of 1 year from their retirement from the judging panel.

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 the word count (as listed on the *GBEA website*) of a maximum of 2500 words. Once an entry is submitted, the entry is final. If the entry exceeds the word count, then the business will be disqualified and unable to go any further in the Awards process.

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* 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 only have the casting vote in the Business of the Year category.



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 consider 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 such external factors are brought to the attention of the *Judging Panel* through the application process.
- 5.3. Nothing in this clause 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 ; 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>

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.



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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 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. This eligibility period starts in 2016. The Accessibility award winner for 2016 will be excluded for that year as they did not need to submit a complete business entry.
- 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 *Award Categories* 3 times within a 7-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. *Award Categories* means the following *Award Categories*:
 - 12.6.1. Any 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*.