

MEDIA GUIDELINES

2024 AUSTRALIAN BUSINESS AWARDS

CONTENTS

OVERVIEW	03
FAQ	04
PROVISION OF LICENSED MATERIALS	05
FRAMED CERTIFICATE	06
CORRECT USE OF THE FRAMED CERTIFICATE	07
CORRECT USE OF THE WINNERS PHRASE	08
HYPERLINK YOUR PROFILE	09
WINNERS MARK DIGITAL FILES 72 PPI	10
WINNERS MARK DIGITAL FILES 300 PPI	11
WINNERS MARK PRINT FILES	12
COLOUR & FONT SPECIFICATIONS	13
EMAIL SIGNATURE	14
SOCIAL MEDIA	15
TERMS & CONDITIONS	16-17

OVERVIEW

Congratulations, your organisation has the opportunity to publicise its achievements to the broader business community and the general public. The organiser has developed a media toolkit to assist you in this process. A valuable resource to create opportunities for publicity, positive organisational profiling and heightened brand awareness within respective industries and the Australian and international marketplace.

OBJECTIVES AND PURPOSE

The following guidelines outline the proper use of the licensed material issued to the category winners by the official organiser of the program. These guidelines aim to protect the program's integrity through the standardised use and display of the licensed material so that the audience will recognise it every time they see it.

CORRECT USE OF LICENSED MATERIALS

The licensee must use the licensed material according to these media guidelines in accordance with the terms and conditions set out on pages 16-17 of this document. These rules aim to ensure legal protection for the use of the licensed material and set a code of practice for all forms of publishing, advertising and promotion.

BREACH OF USE

If it is brought to the organiser's attention that a breach has occurred, the organiser will send a letter to the organisation outlining how and where the violation has occurred. The recipient will have seven (7) days to make the relevant adjustments or provide proof that a suitable solution has happened to rectify the breach. The organiser may terminate the licence if the recipient does not correct the breach.

REVISIONS AND ONGOING COMPLIANCE

The information contained in this publication is true and correct at the time of publication. We understand that some of the information may change or become outdated due to changes in program policies, procedures or rules. Users of this publication can request the newest version of this publication by contacting our support team, ensuring that you always have the most accurate and up-to-date information.

ASSISTANCE OR QUESTIONS

Any questions regarding the correct use of the licensed material should be addressed to the support team.

CONTACT INFORMATION:

E: support@awardbase.com

FAQ

Where can I find information about the 2024 winners?

For a complete list of the 2024 recipients visit <https://australianbusinessawards.com.au>

Are there any runners up?

The organiser will not publish the names of organisations or disclose information from entries not selected as winners in a category. These entries are not referenced, ranked or rated by the organiser, and there are no designated runners-up, finalists or nominees. An organisation claiming to be a runner-up, finalist or nominee is making false and misleading representations about the program.

PROVISION OF LICENSED MATERIAL

Award recipients are eligible to publicise their achievement and display the licensed material provided by the organiser through their marketing, promotion, advertising and public relations activities including internal and external communications.

The media toolkit contains the following licensed material:

- a.** A Framed Certificate which can be displayed as provided.
- b.** Non-exclusive use of the Winners' Phrases.
- c.** Digital files of the winners' mark in 72 ppi PNG format in the following 5 sizes:
Square in 100 x 100 pixels, Square in 150 x 150 pixels, Square in 160 x 160 pixels, Square with tagline in 160 x 160 pixels, Rectangle in 175 x 50 pixels, and Rectangle in 350 x 100 pixels.
- d.** Digital files of the winners' mark in 300 ppi PNG format in the following 2 sizes:
Rectangle in 4375 x 1251 pixels and 1 square in 2292 x 2292 pixels.
- e.** Digital files of the winners' mark with the program tagline in 300 ppi PNG format in the following size:
Rectangle in 1918 x 272 pixels and Square in 4501 x 4501 pixels.
- f.** Print files of the winners' mark for display on printed materials.
Rectangle in 10839 x 2903 pixels and Square in 5547 x 5547 pixels in TIF format (300+ dpi).
- g.** Print files of the winners' mark with the program tagline for display on printed materials.
Rectangle in 1918 x 272 pixels Square in 4501 x 4501 pixels in TIF format (300+ dpi).
- h.** 1 x Email Signature file that can be used to showcase the award in the following size:
1 x 460 x 66 pixels (72ppi) in PNG format.
- i.** 1 x Social Media file that can be used to showcase the award in the following size:
1 x 1080 x 1080 pixels in PNG format (72ppi).

* Please refer to the zipped file enclosed as an email attachment or download link for the folder named "Media Toolkit" to access your digital files.

FRAMED CERTIFICATE

Award recipients receive a framed certificate which displays the recipient's name, program name, trademark, authenticity seal, a signature of an authorised officer and date of issue. All genuine certificates bear all of these elements certifying that the organiser has approved each certificate as authentic. The framed certificate is produced and issued exclusively by the organiser and must be displayed as provided, remain as manufactured and not be altered in any way.



PURCHASE OF ADDITIONAL FRAMES

If you would like to place a purchase order for additional framed certificates, please complete an official order provided with your frame delivery or email support team with your request. Please note that digital or unframed copies of the certificate cannot be provided.

CONTACT INFORMATION:
E: support@awardbase.com

CORRECT USE OF FRAMED CERTIFICATE

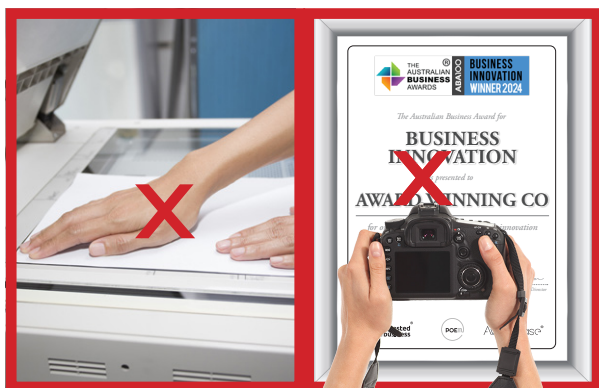
The framed certificate is produced and issued exclusively by the program organiser and must be displayed as provided and remain as manufactured. The frame must not be altered in any way. Please note that digital or unframed copies of the certificate cannot be provided and any altering, copying or reproduction of this document in any way is strictly prohibited.



Displaying the framed certificate on a wall is encouraged.
N.B. Please remove the cardboard corners before display.



Photographs holding the framed certificate as provided are acceptable.



Scanning, photographing or reproducing digital copies of the certificate is strictly prohibited. Digital or unframed certificates will not be provided by the program organiser.



Uploading digital images of the certificate to the internet, any website, social media platforms or any other digital device is strictly prohibited.

CORRECT USE OF WINNERS' PHRASE

The following information outlines how to reference the winners' phrase when making statements in any form of marketing, advertising or communications when referring to the award, with or without the winners mark. The phrase only applies to the specific initiative recognised by the program organiser and not any other initiative.

At all times, the recipient name, award category and year must be included when making statements about the award. Removing reference to any of these criteria is considered an incorrect use of the winners' phrase and a breach of the license terms. As part of the licence terms, correctly using the winners' phrase does not expire. You can only express the winners' phrase in the following ways:

EXAMPLES OF CORRECT USE (CURRENT TENSE)

- In 2024, ABC has been recognised as an ABA100 Winner for [insert category] in The Australian Business Awards (correct use) or,
- ABC has been recognised as an ABA100 Winner for [insert category] in The Australian Business Awards 2024" (correct use) or,
- In 2024, ABC has been recognised as an ABA100 Winner of The Australian Business Award for [insert category] (correct use) or,
- ABC has been recognised as an ABA100 Winner of The Australian Business Award for [insert category] in 2024" (correct use).

EXAMPLES OF CORRECT USE (PAST TENSE)

- In 2024, ABC was recognised as an ABA100 Winner for [insert category] in The Australian Business Awards (correct use) or,
- ABC was recognised as an ABA100 Winner for [insert category] in The Australian Business Awards 2024" (correct use) or,
- In 2024, ABC was recognised as an ABA100 Winner of The Australian Business Award for [insert category] (correct use) or,
- ABC was recognised as an ABA100 Winner of The Australian Business Award for [insert category] in 2024" (correct use),

Incorrect use of the winners' phrase includes but is not limited to the following examples:

"ABC has been recognised as an Australian Business Award Winner for [insert category]" (incorrect use - year not included) or,
"2024 Australian Business Award Winner" (incorrect use - organisation and category not included)

The above are examples of incorrect usage because the year, category and/or organisation name have not been included in these statements.

HYPERLINK TO YOUR PROFILE PAGE

Details of the respective award, winners mark and profile are displayed publicly by organiser in the form of a digital authentication page located on The Australian Business Awards website (<https://australianbusinessawards.com.au>). An award authentication page has been produced for each recipient enabling the organiser to demonstrate the attributes of the award in a clearly defined manner thereby ensuring the clarity and integrity of the program and the respective winners achievements.



HYPERLINK YOUR PROFILE PAGE

The award authentication page, also known as the profile page, may be used as a source or attribution when referring to the award in any article, blog post, or web page (whether you are displaying your winner's mark or not). You can create a hyperlink by copying the URL of the relevant profile page via the winners' tab at the top of the program website.

<https://australianbusinessawards.com.au>

ALT TEXT FOR THE WINNERS MARK

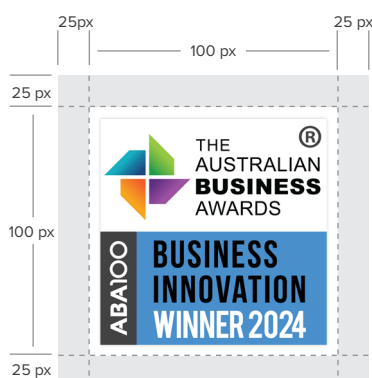
Please use the following Alt text **(“THE AUSTRALIAN BUSINESS AWARDS 2024”)** for the winners mark.

WINNERS MARK DIGITAL FILES (72 PPI PNG FORMAT)

The media toolkit includes four category specific digital files of the winners' mark provided as 72 ppi PNG files.

These files are contained within the folder named "Digital_Files_72ppi" and are named as follows:

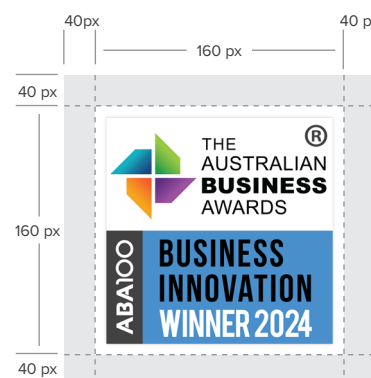
2024-[category code]-100x100px-72ppi-S.png
2024-[category code]-150x150px-72ppi-S.png
2024-[category code]-160x160px-72ppi-S.png
2024-[category code]-175x50px-72ppi-R.png
2024-[category code]-350x100px-72ppi-R.png
2024-[category code]-with-tagline-160x160px-72ppi-S.png



Provided in size 150 x150 pixels



Provided in size 150 x150 pixels



Provided in size 160 x160 pixels

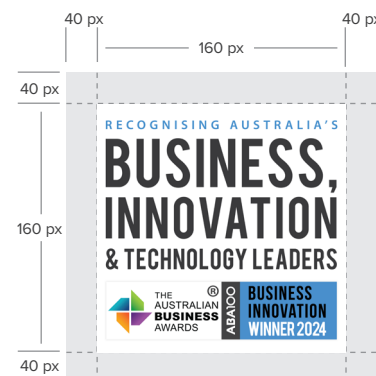


Provided in size 175 x 50 pixels



Provided in size 350 x100 pixels

(Images are not to scale)



Provided in size 160 x160 pixels

ABOUT THE DIGITAL FILES PROVIDED

Four digital files of the winners' marks in stand-alone versions have been provided in 72ppi PNG format. These images have a transparent background so that you can place your image on any coloured background. Two digital files of the winners' mark with the program tagline have been provided in 72ppi PNG format. These images have been provided with a white background. Do not change these images from the provided format of 72ppi PNG to any other format, as this will reduce the quality of the image.

MINIMUM SIZE FOR WEB

The winners' marks have specific standards that must always be adhered to. They must only be used in the minimum sizes permitted under the terms of use. The minimum size for web is 175 x 50 pixels for the rectangular option and 100 x 100 pixels for the square option. The winner's mark should not be displayed or reproduced any smaller than this. The minimum size rule is necessary to retain the quality and readability of the image. Depending on your requirements, you can display the image at the minimum or larger size, but you must never alter the design of the image in any way.

MINIMUM MARGINS FOR WEB

To preserve the integrity of the image, always maintain a minimum clear space around the image at all times. This clear space isolates the image from other graphic elements such as logos, text, or photographic images. The size of the image defines the minimum clear space. The recommended safety area measures 1/4 the height of the image, as illustrated above. Unless the website builder automatically adjusts the image size, please do not upload the image into a section on a web page that is smaller than the image size, as the browser will adjust the size of the image and make it look pixelated or blurry.

WINNERS MARK DIGITAL FILES (300 PPI PNG FORMAT)

The media toolkit includes four category specific digital files of the winners' mark provided as 300 ppi PNG files.

These files are contained within the folder named "Digital_Files_300ppi" and are named as follows:

2024-[category code]-300ppi-R.png

2024-[category code]-300ppi-S.png

2024-[category code]-with-tagline-300ppi-S.png

2024-[category code]-with-tagline-300ppi-R.png

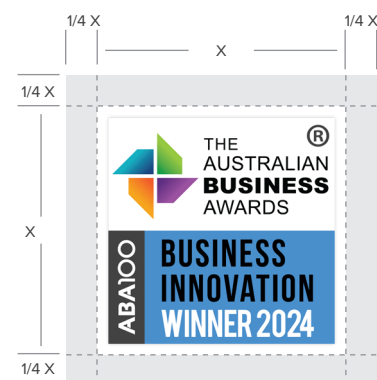


Provided in size 4375 x 1251 pixels



Provided in size 1918 x 272 pixels

(Images are not to scale)



Provided in size 2292 x 2292 pixels



Provided in size 4501 x 4501 pixels

ABOUT THE DIGITAL FILES PROVIDED

Two digital files of the winners' marks in stand-alone versions have been provided in 300ppi PNG format. These images have a transparent background so that you can place your image on any coloured background. Two digital files of the winners' mark with the program tagline have been provided in 300ppi PNG format. These images have been provided with a white background. Do not change these images from the provided format of 72ppi PNG to any other format, as this will reduce the quality of the image.

MINIMUM SIZE FOR WEB

The winners' marks have specific standards that must always be adhered to. They must only be used in the minimum sizes permitted under the terms of use. The minimum size for web is 350 x 100 pixels for the rectangular option and 100 x 100 pixels for the square option. The winners' mark should not be displayed or reproduced any smaller than this. The minimum size rule is necessary to retain the quality and readability of the image. Depending on your requirements, you can display the image at the minimum or larger size, but you must never alter the design of the image in any way.

MINIMUM MARGINS FOR WEB

To preserve the integrity of the image, always maintain a minimum clear space around the image at all times. This clear space isolates the image from other graphic elements such as logos, text, or photographic images. The size of the image defines the minimum clear space. The recommended safety area measures 1/4 the height of the image, as illustrated above. Unless the website builder automatically adjusts the image size, please do not upload the image into a section on a web page that is smaller than the image size, as the browser will adjust the size of the image and make it look pixelated or blurry.

WINNERS MARK PRINT FILES (300+DPI, TIF)

The media toolkit contains four category-specific print files of the winners' mark, including one with the program tagline, for use and display on printed materials provided as 300+dpi TIF Files. These files are contained within the folder named "Print_Files" and are named as follows:

2024-[category code]-Print-R.tif

2024-[category code]-Print-S.tif

2024-[category code]-Print-with-tagline-S.tif

2024-[category code]-Print-with-tagline-R.tif

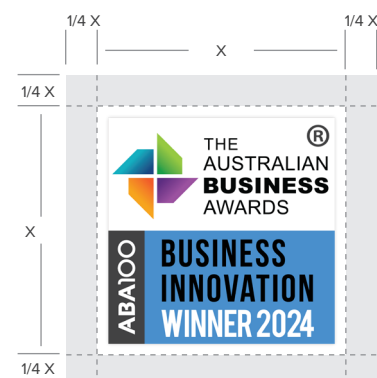


Provided in size 10839 x 2903 pixels

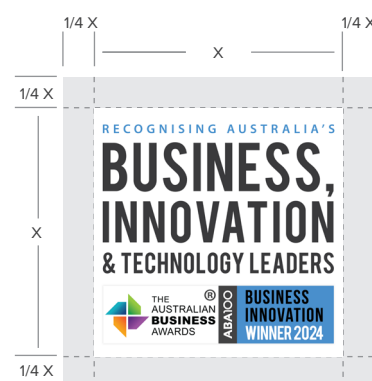


Provided in size 1918 x 272 pixels

(Images are not to scale)



Provided in size 5547 x 5547 pixels



Provided in size 4501 x 4501 pixels

ABOUT THE PRINT FILES PROVIDED

Two print files of the winners' marks in stand-alone versions have been provided. These images have a transparent background so that you can place your image on any coloured background. Do not change the file format to JPG format, as these images are designed to be used with a transparent background. Two digital files of the winners' marks with the program tagline have been provided. These images have been provided with a white background. The print files are provided in a high resolution 300+ dpi TIFF format using CMYK profile colours suitable for commercial printing. The winners' marks include specific colours and fonts that apply to the design and cannot be altered. Please refer to the next page for more colour and font specifications and usage information.

MINIMUM SIZE FOR PRINT


The winners' marks have specific standards that must always be adhered to. They must only be used in the minimum sizes permitted under the terms of use. The minimum size for print is 42.5mm x 12.5mm for the rectangular option and 23mm x 23mm for the square option. The winners' mark should not be displayed any smaller than this. The minimum size rule is necessary to retain the quality and readability of the image. Depending on your requirements, you can display the image at the minimum or larger size, but you must never alter the design of the image in any way.

MINIMUM MARGINS FOR PRINT

To preserve the integrity of the image, always maintain a minimum clear space around the image at all times. This clear space isolates the image from other graphic elements such as logos, text, or photographic images. The size of the image defines the minimum clear space. The recommended safety area measures 1/4 the height of the image, as illustrated above.

COLOUR & FONT SPECIFICATIONS

The winners marks' contain a gradient colour that is specific to the applicable category which cannot be altered. The colour or colour depth must not to be changed, reversed or altered. The colour breakdowns when a solid colour is required is specified on this page and must be utilised at all times.




THE AUSTRALIAN
BUSINESS
AWARDS

ABA100


**BUSINESS
INNOVATION
WINNER 2024**

Arial Regular
Arial Black


Bebas Neue Bold
Bebas Regular




HEX #4A8ECC
R=74, G=142, B=204
C=70%, M=35%, Y=0%, K=0%
PMS 285




HEX #B57DB6
R=201, G=139, B=219
C=29%, M=58%, Y=0%, K=0%
PMS 2572




HEX #62BB46
R=63, G=174, B=42
C=63%, M=30%, Y=0%, K=20%
PMS 361



HEX #F36C29
R=243, G=108, B=41
C=0%, M=72%, Y=95%, K=0%
PMS 1585



HEX #ED1C24
R=239, G=65, B=35
C=0%, M=90%, Y=90%, K=0%
PMS 485



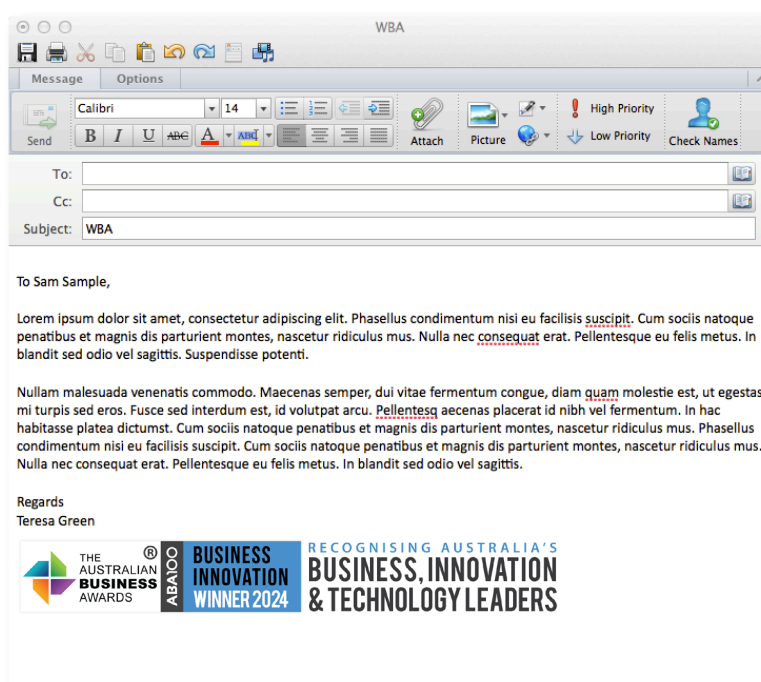
HEX #FFF32A
R=255, G=243, B=42
C=0%, M=0%, Y=90%, K=0%
PMS 107

CORRECT USE FOR PRODUCTS

The correct use for the winners' marks is restricted to use for the specific product recognised by the convenor and not different products made by the same organisation and must not be incorporated into the design of the product or product packaging.

EMAIL SIGNATURE

The media toolkit contains e category specific digital images which can be used with your organisational email signature. These files can be found in the folder named “Email_Files” and are named 2024-[category code]-Email-72ppi.png



File size and format provided: A rectangular image (454 x 70 pixels) has been provided in 72 ppi PNG format.

SOCIAL MEDIA (72 PPI, PNG)

The media toolkit contains a category specific image for publishing on social media platforms. This can be used to showcase the award via your organisation’s social media accounts. This file can be found in the folder named “Social_Media” and is named 2024-[category code]-Social-1080x1080px.png.



File size and format provided: A square image (1080 x 1080 pixels) has been provided in 72 ppi PNG format.

TERMS & CONDITIONS

1. DEFINITIONS

In the interpretation of these terms and conditions:

- (a) Organiser means Interested Media Pty Ltd (ACN 158 882 332) and/or Awardbase Pty Ltd (ACN 158 882 298) in their capacity as organisers of the Program.
- (b) Program means The Australian Business Awards and/or The World Business Awards programs.
- (c) Entrant, Participant and You may be used interchangeably to refer to you.
- (d) Terms mean these Terms and Conditions.
- (e) Entry or Entries means the entry form, written submission, and supplementary material.
- (f) Category means an award category as described in the entry guidelines and as set out in clauses 5 and 6.
- (g) Executive Summary means the summary provided by the Entrant in their Entry, including their organisational profile, business story and achievements.
- (h) Winner means the winner in each Category as selected by the Organiser.
- (i) Media Guidelines means the media guidelines provided to the Winners.
- (j) License means a license to use the Licensed Material as set out in terms of Clause 12.
- (k) Licensed Material means the licensed material (including trade marks) identified by the Organiser, which the Winners may display.

2. DESCRIPTION OF THE AWARDS

The Program seeks to recognise the World's Business, Innovation and Technology Leaders through an established set of business and product award Categories. The Winners in the national chapter will be eligible to participate in the international chapter. The Australian Business Awards are the national chapter. The World Business Awards are the international chapter.

3. BINDING AGREEMENT

- (a) To enter the Program, you must agree to and comply with the Terms presented here. Please read these Terms carefully as this is a legally binding agreement that the Entrant agrees to by submitting an Entry into the Program. These Terms may be reviewed, updated, or changed by the Organiser at any time without notice to you.
- (b) If, for any reason, any aspect of the Program is not capable of being run as planned, including because of a computer virus, network failure, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Organiser which affect the administration, security, fairness, integrity or proper conduct of the Program, the Organiser reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Program.

4. ORGANISATIONAL ELIGIBILITY

- (a) The Program is open to all business and government entities, including:
 - (i) Private Companies,
 - (ii) Public Companies,
 - (iii) Multinationals and their subsidiaries,
 - (iv) Government Departments,
 - (v) Government Agencies,
 - (vi) Government Authorities,
 - (vii) Statutory Authorities, Bodies and Corporations,
 - (viii) Non-Government Organisations, and
 - (ix) Educational Institutions.

5. BUSINESS CATEGORIES AND ELIGIBILITY

- (a) There are 20 business and management award categories:
 - (i) Brand Management [BMA], (ii) Business Innovation [BIA],
 - (iii) Business Technology [BTM], (iv) Business Transformation [BTR],
 - (v) Business Excellence [BXA], (vi) Change Management [CMA],
 - (vii) Comms Excellence [COM], (viii) Community Contribution [CCA],
 - (ix) CX Management [CXM], (x) Digital CX Management [DCX],
 - (xi) Digital Transformation [DTR], (xii) HR Management [HRM],
 - (xiii) Marketing Excellence [MXA], (xiv) Process Improvement [BPI],
 - (xv) Project Management [PMA], (xvi) Risk Management [RMA],
 - (xvii) Service Excellence [CSX], (xviii) Supply Chain Management [SCM],
 - (xix) Business Sustainability [BSA], and (xx) Training Excellence [TRX].
- (b) Entry is open to all business, management and community initiatives implemented in Australia.
- (c) Initiatives can be internal or external and include implementing a project, program, process, system, technology, development, joint venture or undertaking.
- (d) If the initiative is a joint initiative, each Entrant must independently submit their Entry for assessment.

6. PRODUCT CATEGORIES AND ELIGIBILITY

- (a) There are 20 product award categories:
 - (i) AI Innovation [AI], (ii) Cloud Innovation [CLD],
 - (iii) CRM Innovation [CRM], (iv) CX Innovation [CXI],
 - (v) Digital Innovation [DIA], (vi) Eco Innovation [ECO],
 - (vii) ERP Innovation [ERP], (viii) HR Innovation [HRI],
 - (ix) Logistics Innovation [LOG], (x) Marketing Innovation [MKT],
 - (xi) Mobile Innovation [MBL], (xii) New Product Innovation [NEW],
 - (xiii) Process Innovation [xiv] [PCS], Product Innovation [PIA],
 - (xv) SaaS Innovation [SSI], (xvi) Service Innovation [SIA],
 - (xvii) Software Innovation [SWR], (xviii) Supply Chain Innovation [SCI],
 - (xix) Tech Innovation [TIA], (xx) Training Innovation [TRI].
- (b) Entry is open to all business and technology products and services available in Australia. Products can be tangible or intangible and include but are not limited to business services and solutions; software and cloud-based applications; information and knowledge management systems; manufactured goods, devices, and equipment.
- (c) Products must be commercially available and comply with all applicable standards and regulatory requirements in Australia before entering. Entrants may be required to provide evidence of compliance.
- (d) Products must be complete products, not parts thereof.
- (e) Prototypes, off-tool samples, or products still in the development and testing phase are ineligible to enter.
- (f) All product samples must be provided as commercially packaged (including user handbooks, instructions, instruction manuals, installation guides and warranties).

7. SUBMISSION OF ENTRIES

- (a) The Entry or Entries must be submitted via the online entry form located on the Program website by the entry deadline as set out in this document.
- (b) If the Entry is a joint Entry, each Entrant must independently submit their Entry for assessment.
- (c) The Organiser may publish the Executive Summary provided by the Entrant as part of their Entry on the Program website. Therefore, the Executive Summary must not contain any information of a commercially sensitive nature or that the Entrant does not wish to disclose publicly.
- (d) The Entrant warrants that it has all the necessary rights to submit the Entry and that all information submitted is true, accurate, current, and complete.
- (e) Any Entry sent without completing the online entry form will be deemed invalid.
- (f) The Organiser will not be held responsible for any incomplete, damaged, corrupt, or non-receipt of Entries.
- (g) Entrants must not claim they have been nominated, short-listed, runner-up or finalist.
- (h) Entrant must not use any intellectual property (including trade marks or copyright works) of the Organisers except as licensed as a Winner under clause 12 of these Terms.

8. ASSESSMENT OF ENTRIES

- (a) All Entries are evaluated in accordance with the entry requirements as set out in this document.
- (b) The Winners in each Category will be selected at the end of an assessment process coordinated by the Organiser.
- (c) The Organiser coordinates the assessment panel at its absolute discretion. Members of the panel must sign a confidentiality agreement, declare any conflict of interest, and withdraw from deliberations concerning those Entries.
- (d) Where product Entries are submitted. The Entrant may be requested to submit a product sample for evaluation (subject to product type, classification, size, and weight restrictions) as deemed appropriate by the Organiser.
- (e) The Entrant is responsible for the delivery and collection of all products (including the cost of transport). Entrants must contact the Organiser to arrange collection within 30 days of the Winners' announcement in the national chapter. The Organiser will retain any products not collected within this period to do with what they deem fit, such as to use in future exhibitions, promotional opportunities, or destruction.
- (f) Products are submitted at the Entrant's own risk. The Organiser, its employees, and contractors will not be liable for any damage or loss caused to any products, including during transportation, dismantling, testing (for evaluation purposes), handling or storage. The Organiser recommends insurance to cover damage or loss if the product's value is considerable. If insurance cover is required, the onus of responsibility is on the Entrant.

- (g) The Organiser reserves the right to request additional information concerning any Entry, as deemed appropriate by the Organiser.
- (h) The Organiser reserves the right to request evidence of standards and regulatory compliance, registration of patents, trade marks, design registrations or IP ownership as required.
- (i) The Organiser reserves the right to refuse to accept any Entry that does not comply with the Entry Guidelines or these Terms or contravenes the Program's integrity.
- (j) The Organiser reserves the right to make no selection in any Category if the Entries received do not meet the required standard for that Category.
- (k) The Organiser's decision is final on all matters and cannot be appealed, and no correspondence will be entered into.

9. DISCLOSURE OF INFORMATION

- (a) Entrant takes sole responsibility for the information to be disclosed as part of their Entry (including, but not limited to, intellectual property rights or confidential information).
- (b) Entrant warrants that they own or have the right to use any intellectual property within their Entry and that no intellectual property or other rights of any third party will be infringed in submitting the Entry or use by the Organiser in accordance with the Terms.
- (c) Entrant takes sole responsibility for protecting their rights in any intellectual property to be disclosed as part of their Entry. The Entrant is reminded that disclosing any intellectual property in the Entry without protection may compromise or invalidate those rights and should consult a specialist lawyer (or other appropriate professional) for detailed advice.

10. PUBLICATION BY ORGANISER

- (a) The Organiser may publish details about the Winners and any or all their Entries (including written submissions and supporting information but excluding any commercially sensitive or confidential information marked 'not for publication'), in any media using both online and print channels and on the Program websites for an indefinite period. The Winners may also receive invitations to give media interviews. The Organiser may also seek further information from the Winners as part of the Organiser's promotion of the Program.
- (b) Winner acknowledges that the Organiser is under no obligation to promote any Entry to the media, and any promotion or communication of any Entry to the media by the Organiser is at the complete discretion of the Organiser.
- (c) Without limiting (a) and (b) above, the Winners' details may be displayed publicly by the Organiser in the form of a digital authentication page on the Program websites. The award authentication page includes the award category, the organisation name, product or initiative name, Executive Summary, and licensed mark in a standardised format for public reference.
- (d) The Organiser does not accept liability for publication of any information supplied by the Entrant as part of the Executive Summary that includes or reveals confidential or commercially sensitive information.

11. PRIVACY

- (a) The Organiser collects, uses, discloses, and otherwise handles the Entrant's personal information in accordance with the terms of its Privacy Policy.
- (b) To protect the Entrant's privacy throughout the assessment process, the Organiser will only provide updates concerning the Entry to the Contact as specified on the Entry Form.
- (c) The Contact as specified on the Entry Form must be a company officer or employee of the organisation entering the Program.
- (d) The Organiser agrees not to disclose or publish information from any Entry where the Entrant is not a Winner in a Category.

TERMS & CONDITIONS

12. LICENCE

(a) The Organiser agrees to grant the Winners a Licence to use the Licensed Material on the Terms set out in this document.

12.1 GRANT OF LICENCE

(a) Subject to the Winners complying with the provisions of this agreement, the Organiser grants the Licensee a non-transferable, non-exclusive Licence to use for the Term.

(b) The Licence and other rights granted under clause 12.1(a) are conditional on:

(i) The Entry has been selected for the Category as determined by the Organiser; and

(ii) The Licensee continues to meet the Eligibility Requirements as amended from time to time.

12.2 LICENCE TERMS

(a) The Term of the Licence begins on the day the Winners are announced publicly by the Organiser.

(c) The Licence continues on an ongoing basis unless it is terminated by the Organiser in accordance with clause 14.

(d) The Organiser will administer the Licensed Material and will oversee its proper use to ensure the integrity of the Program

12.3 USE BY LICENSEE

(a) Must not publish any of the Licensed Material until the Organiser publicly announces the Winners.

(b) Must only use the Licensed Material in the manner specified by the Organiser in these Terms and Media Guidelines (as amended from time to time).

(c) Must only use the Licensed Material in the form supplied to it by the Organiser and must not use any other materials obtained by the Licensee from the Organiser's website or any other source, including any other trade marks owned by the Organiser.

(d) Must not use or display the Licensed Material in any way that may indicate or imply, whether directly or indirectly, that the Organiser has authorised or endorsed the provision of any of Entrant's goods or services or made any representations about the quality of any of Entrant's goods or services provided in connection with its business activities.

(e) Must not do or say anything which may damage the reputation of the Organiser or the Program; and

(f) Must not use or display the Licensed Material in any way that would be considered defamatory to any person or constitute a breach of any law or statute.

(g) Must only use or display the Licensed Material concerning the actual Entry submitted.

(h) Must, where a Category relates to a product, use, and display the Licensed Material only in connection with the marketing, advertising, packaging, and promotion of the actual Product submitted and may not be used in association with:

(i) Any other product made or marketed by the same organisation;

(ii) Any previous or subsequent versions of the same product or identical version of the same product sold under any other brand names; and

(iii) Must not be incorporated into the product or packaging design.

12.4 QUALITY CONTROL

(a) The Organiser reserves the right, at any time, to require the Licensee to provide evidence of how the Licensee is using the Licensed Material.

(b) The Organiser reserves the right to make inquiries as required to confirm ongoing compliance by the Licensee with these Terms.

(c) The Licensee must promptly comply with all requests for information relating to their use of the Licensed Material and compliance with these terms.

(d) The Licensee must promptly notify the Organiser in writing of any change to their email and postal address by emailing support@awardbase.com.

12.5 SUB-LICENCE

(a) Subject to clause 12.5(b), the Licensee may permit its consultants and contractors ("Consultant") to use the Licensed Material solely on the Licensee's behalf for the purposes set out in these Terms, but only if:

(i) Consultant agrees to comply with these Terms; and

(ii) The Consultant agrees to return all copies of the Licensed Material to the Licensee immediately after ceasing to be employed or engaged by the Licensee.

(b) The Licensee must ensure that its Consultants comply with these Terms and acknowledges that it is liable for its Consultants' use of the Licensed Material and any failure of its Consultants to comply with these Terms.

13. INTELLECTUAL PROPERTY RIGHTS

(a) The Licensee acknowledges that it acquires no rights, title, or interest in or to the Licensed Material (or copies made) except as expressly set out in these Terms. The Licensee acknowledges that the Licensed Material (including copies) is and will remain the property of the Organiser or its successors or assigns and must be returned on request by the Organiser.

(b) The Licensee agrees not to claim that it has any rights, title or interest in the Licensed Material (or any other the Organiser's intellectual property) except for those expressly set out in these Terms. The Licensee must not take any action or assist any person to take any action which would or might invalidate or put into dispute the Organiser's rights, title or interest in the Licensed Material or any other intellectual property.

14. TERMINATION

(a) The Organiser may immediately terminate the Licence and revoke the Category selection by written notice where:

(i) The Organiser decides (in its absolute discretion) that the Licensee has or will bring the Organiser or the Program into question; or

(ii) The Licensee does or omits to do anything which may damage the reputation of the Organiser or the Program; or

(iii) The Licensee has provided false, misleading, or inaccurate information; or

(iv) The Licensee has acted unlawfully, is under investigation or is the subject of legal proceedings or;

(v) The Licensee cannot meet its financial obligations, including but not limited to its workforce payroll obligations or;

(vi) The Licensee becomes insolvent and cannot pay its debts, is undergoing legal proceedings to be declared bankrupt or placed under administration or if an administrator, receiver, liquidator or other controller has been appointed over its assets.

(vii) The Licensee changes their organisational structure, name or entity type, including but not limited to the sale, merger or transfer of all or part of the Licensee's business assets or;

(viii) The Licensee's Category, organisational type, industry, geographic location, or product classification are no longer included in the Program or;

(b) Without limiting (a), the Organiser may terminate the Licence by written notice if the Licensee is in breach of these Terms or where the breach is capable of remedy and the Licensee fails to remedy that breach fully within 7 days after being requested in writing by the Organiser to do so.

(i) On termination of the Licence, the Licensee must:

(i) Immediately cease displaying and using the Licensed Material;

(ii) Undertake any and all acts necessary to permanently remove the Licensed Material and any information or other documentation associated with it from all materials manufactured, used, distributed, or published by the Licensee;

(iii) At the Organiser's discretion, return or dispose of the Licensed Material and information in the manner directed by the Organiser within 7 days of termination; and

(iv) Ensure that all Consultants immediately comply with this clause.

15. ACKNOWLEDGEMENTS AND LIABILITY

(a) The Licensee acknowledges that it has exercised its independent judgment in submitting the Entry and seeking the Licence and has not relied on any representation by the Organiser which is not stated expressly in these Terms or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity materials produced by the Organiser.

(b) To the extent permitted by law, all warranties, guarantees, conditions, representations, and statements (whether express or implied and statutory or otherwise) regarding the condition of the Licensed Material are excluded. Where exclusion of implied warranties or statutory guarantees is not permitted, to the extent permitted by law, the Organiser's liability for breach of such warranties or guarantees is limited, at the Organiser's option, to re-supply of the affected goods or services or payment of the cost of re-supply.

(c) Despite anything else in these Terms, and to the extent permitted by law, the Organiser will not be liable to any person in respect of any claim or cause of action for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages or losses arising directly or indirectly out of or relating in any way to the performance or non-performance of these Terms or the Licensee's use of the Licensed Material; however, the liability arises including in contract, tort (including negligence), misrepresentation or any other common law, equitable or statutory cause of action or otherwise, even if the damages or losses were reasonably foreseeable. The Licensee hereby releases the Organiser, its officers, and sponsors from and against all such damages or losses.

d) To the extent that liability cannot be excluded, to the extent permitted by law, the Organiser's maximum aggregate liability to the Licensee (which for the avoidance of doubt includes Winner) in respect of any claim or cause of action for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages or losses arising directly or indirectly out of or relating in any way to the performance or non-performance of these Terms or the Licensee's use of the Licensed Material, however, the liability arises including in contract, tort (including negligence), misrepresentation or any other common law, equitable or statutory cause of action or otherwise, is limited to the amount of the Fee paid to the Organiser by Entrant or the Licensee.

(e) The Licensee must at all times defend, indemnify, release, and hold harmless the Organiser and its sponsors, officers, employees, and successors from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, legal fees) incurred, suffered, or sustained by the Organiser as a result of any claim relating directly or indirectly to:

(i) A breach by the Licensee of these Terms or the Media Guidelines, including as a result of or in connection with a claim by a third person that the Licensee has infringed the rights (including intellectual property) of any third person;

(ii) Use of the Licensed Material (including the names "The Australian Business Awards" and "The World Business Awards") by the Licensee; or

(iii) Any wilful or negligent act or omission by the Licensee.

15.1 SURVIVAL

Clauses 12.4(b), 13, 14, 15, and 16 survive termination or expiry of the Licence.

16. GENERAL PROVISIONS

16.1 ASSIGNMENT

The Licensee must not assign or otherwise transfer the benefit of the Licence without the Organiser's prior written consent.

16.2 WAIVER

Failure by the Organiser to enforce these Terms in any instance does not constitute any waiver by the Organiser of its rights, which shall be expressly reserved.

16.3 GOVERNING LAW

These Terms are governed by the laws of Victoria, Australia, and both parties submit to the non-exclusive jurisdiction of the Courts of Victoria.

16.4 ENTIRE UNDERSTANDING

These Terms, together with the Entry Guidelines and Media Guidelines, represent the entire understanding between the parties relating to their subject matter and supersede any prior agreements between the parties.

16.5 NO PARTNERSHIP

Nothing in these Terms may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary.

16.6 JOINT AND SEVERAL

If the Licensee consists of more than one entity, these Terms bind those entities jointly and each of them individually.