



# PRODUCT INNOVATION AWARD

The Australian Brand Award for Product Innovation recognises innovative products that offer a point of difference from their competitors.



Awardbase











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## **RECOGNITION & ACCOLADES**



The Australian Brand Awards are a partner program of The Australian Business Awards. The program provides a significant opportunity for organisations that develop innovative consumer products to be acknowledged and honoured for their achievements, both nationally and internationally. The Australian Brand Award winners will participate in the international chapter of the program at the World Brand Awards. The World Brand Awards seeks to recognise the world's most innovative consumer brands through a global recognition and knowledge building initiative underpinned by the program's established frameworks.

Interested Media is the convenor of the program. Interested Media specialises in multi-channel progressive publishing and hybrid events through results-driven multimedia and proudly collaborates with some of the world's leading award programs, providing seamless delivery of essential awards processes.

Participants are not required to attend an event. The program convenor publicises the organisation's achievements through various multimedia channels, building brand awareness, prestige and loyalty through increased exposure, recognition and acknowledgement. The announcement of the national and international winners will be published online and profiled on the program website(s). Recipients receive accolades and materials that they can use to publicise their achievement through their own multimedia, marketing, advertising, promotional and public relations activities, including internal and external communications. The convenor will launch a media campaign to promote the award-winning organisations and their achievements. Award recipients may be requested to participate in the media and publicity campaign for the program.

## WINNER'S PROFILE - AWARD AUTHENTICATION

The selected winners will have a winner's profile published on the program website(s). The profile includes information about the organisation, including the organisation's name, product summary, award category, and winner's mark, in a standardised format for public reference in the form of a digital authentication page.

## **CUSTOM FRAMED CERTIFICATE**

Each recipient will receive a custom-made framed certificate that displays the organisation's name, award category, winner's mark, authenticity seal, and participation year. The framed certificates are commissioned exclusively by the program convenor.

## **WINNERS' MARKS & PHRASES**

The award-winning organisations may use the prestigious winners' marks and phrases to publicise their achievements through various marketing, promotion, advertising and public relations activities.

## **CATEGORY-SPECIFIC DIGITAL FILES**

Award recipients receive category-specific web and print files of the winners' marks in various formats for display on their marketing and promotional materials, signage, email signatures and social media platforms. A media release template and program data are provided to assist in their media and public relations activities.

## ASSESSMENT METHODOLOGY



The program engages with organisations worldwide to benchmark the full spectrum of their consumer products and services to review their business performance. The Australian Brand Awards are the national chapter, and the World Brand Awards are the international chapter. The Australian Brand Awards winners will be benchmarked in the international chapter of the program at the World Brand Awards. The process culminates in the recognition of organisations that develop innovative consumer products being acknowledged for their achievements both nationally and internationally. The recipients are recognised as the elite of their industry, earning a place amongst a distinguished group.

## **PARTICIPATION**

Participation is open to all private and public entities offering consumer products and services in Australia. Eligible entity types include private and public companies; multinationals and subsidiaries. Products can be tangible or intangible and include manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Entrants are required to demonstrate the innovation, features and benefits of a specific consumer product or service.

## ASSESSMENT FRAMEWORK

Entries are assessed utilising a robust and dynamic framework to ensure that the assessment process is pertinent and objective. The World Business Awards Framework (WBA Framework) is utilised as a structured model of assessment that enables the participating organisations to be benchmarked against world-class performance standards. The WBA Framework consists of specialised assessment modules pertaining to the award categories. All products are evaluated utilising the PREF assessment module. The modules provide a robust set of requirements used as the methodology for benchmarking and knowledge building among the participating organisations.

## **PROGRAM MANAGEMENT**

Awardbase is the awards manager and the architect of the World Business Awards Framework and the Employer of Choice Framework. Awardbase provides a range of program management and consultancy services utilising specialist knowledge, methodologies, frameworks and systems to ensure program outcomes that are innovative, technically superior and cost-effective. Please refer to <a href="awardbase.com">awardbase.com</a> for more information about Awardbase program management.

## **ASSESSMENT FEE**

The entrant is required to pay a one-off assessment fee to participate. The fee is \$2000.00 AUD (GST Inclusive) per category entered. Entrants are not required to pay any additional fees (including licensing fees) upon payment of the assessment fee as specified above. The national category winners will be automatically entered into the international chapter of the program at the World Brand Awards. Entry into The World Brand Awards does not incur an additional fee to participate.

## **FEE REFUND POLICY**

The entrant is entitled to a refund of the fee paid if their entry is not selected as a winner for a category in the national chapter of the program at The Australian Brand Awards. The Australian Brand Awards category winners are currently scheduled to be announced on **Thursday, 8 August 2024.** 

## **ENTRY DEADLINE**

Entries are now open. Entries close at **11.59 p.m. on Thursday, 21 March 2024 (in all time zones).** Entries are confirmed by email.

## **CONTACT | SUPPORT TEAM**

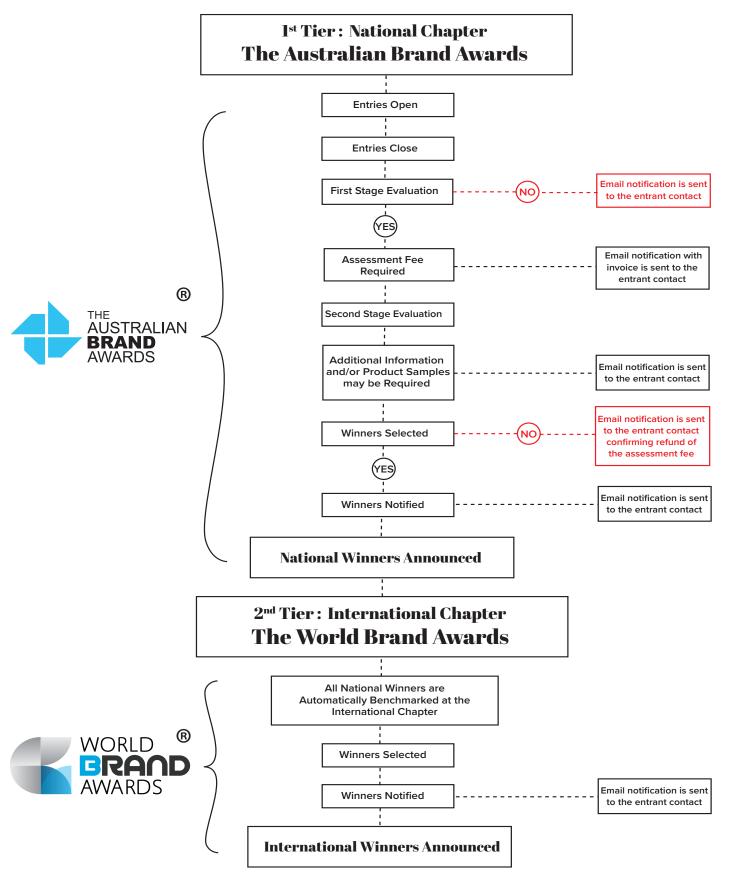
Email: support@awardbase.com

Phone: 1300 790 593

 $\underline{\text{australianbrandawards.com.au}} \ \textbf{I} \ \underline{\text{worldbrandawards.com}}$ 

## PROGRAM FLOW CHART





N.B. This program is conducted online. There is no requirement to attend an event relating to the National and International winners' announcements.

## **CONSUMER PRODUCT CATEGORIES**



Entries into the following categories are open to all private and public entities offering consumer products and services in Australia. Eligible entity types include private and public companies, multinationals and subsidiaries. Domestic and international consumer products and services are eligible for entry. Products can include but are not limited to manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Products must be sold commercially and comply with all applicable standards and regulatory requirements in Australia before entering. Participants must enter different products separately and may select up to three (3) categories per entry. There is no limit to the number of entries that may be submitted. As listed below, all products are recognised and celebrated via six different award categories.



**Design Innovation [DES]** 



The Australian Brand Award for Design Innovation recognises consumer products that offer a point of difference from their competitors through innovative product design.



**Eco Innovation [ECO]** 



The Australian Brand Award for Eco Innovation recognises environmentally conscious products that offer point of difference from their competitors.



Lifestyle Innovation [LFS]



The Australian Brand Award for Lifestyle Innovation recognises innovative lifestyle products that offer a point of difference from their competitors



**New Product Innovation [NEW]** 



The Australian Brand Award for New Product Innovation recognises innovative new products that offer a point of difference from their competitors. Products entered in this category must have been launched onto the Australian market after 1st January 2022 to be eligible.



**Product Innovation [PIA]** 



The Australian Brand Award for Product Innovation recognises innovative products that offer a point of difference from their competitors.



**Tech Innovation [TIA]** 



The Australian Brand Award for Tech Innovation recognises innovative technology products that offer a point of difference from their competitors.

## **ENTRY REQUIREMENTS**



## **ELIGIBILITY**

This category is open to all private and public entities offering consumer products and services in Australia. Domestic and international consumer products and services are eligible for entry. Products can be tangible or intangible and include manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Products must be sold commercially and comply with all applicable standards and regulatory requirements in Australia before entering. Products must be complete products, not parts. Prototypes, off-tool samples or products still in the development and testing phase are ineligible to enter. Different products must be entered separately. All products are evaluated utilising the PREF assessment module, as outlined on pages 8-10.

## WRITTEN SUBMISSION (COMPULSORY)

You are required to submit a written submission addressing the four sections of the PREF Assessment Module, demonstrating the innovation, features and benefits of a specific consumer product or service, as outlined on pages 8-13. The submission must be an unlocked, unrestricted, printable and copyable PDF or Word document named [insert business name]-ABA-2024.

## **EXECUTIVE SUMMARY (COMPULSORY)**

You must include an executive summary as part of your submission for publishing on the program's website as an entry profile (if selected as a winner in a category). The completed summary should profile your business and product, tell your product's story, and showcase its innovation, features and benefits. It should be a thorough overview of your entry, including crucial information from each section, excluding any images, graphics, bullet points and information not for publication. To ensure a comprehensive entry profile that considers all content, write the executive summary last when completing your entry and include it in the document after the table of contents, as shown on page 11.

## **WRITING STYLE**

The information should be expressed objectively and presented in a report format. The submission should be written in the third person, making your position as a writer an impartial observer. The language should be straightforward, clear and concise, avoiding technical jargon or slang.

## **SUPPORTING INFORMATION (OPTIONAL)**

You may include relevant information to enhance, validate, or illustrate points or claims in your submission. Examples include images, graphics, infographics, diagrams, process maps, graphs, tables, statistics, product data, research data, technical data, and any published media or multimedia, including promotional and explainer videos. Supporting information can be embedded or hyperlinked in the body of the submission, included at the end of the document as an appendix (preferred methods), or submitted as a separate file.

## **NAMING FILES**

Label each appendix with a capital letter and title, as demonstrated on pages 12 and 13 of this document. All supplementary files must be named appropriately with short, descriptive file names (<25 characters long), using only letters (A-Z), numbers (0-9), and hyphens (-). Do not use spaces or any special characters to avoid file corruption. Combine entries containing multiple files into a single folder no larger than 25 MB named [insert business name]-ABA-2024 before uploading to the online entry form.

## **COMMERCIALLY SENSITIVE INFORMATION**

Commercially sensitive or confidential information must be omitted from the executive summary and body of the submission and submitted as an appendix or uploaded as a separate file marked "not for publication." This information will be treated as commercially sensitive and used only for assessment purposes. Submissions marked "private," "confidential," "not for publication," or "commercial in confidence" in their entirety are ineligible for assessment. The organiser may publish details about the winners and their entries (excluding any information marked "not for publication") in any media using both online and print channels and on the program websites for an indefinite period. 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. There are no designated runners-up, finalists or nominees. Any organisation claiming to be a runner-up, finalist or nominee is making false claims and misleading representations about the program.

## **MULTIPLE ENTRIES**

Participants must enter different products separately and may select up to three (3) categories per entry. Multiple entries are permitted. There is no limit to the number of entries participants may submit. The entry guidelines for all categories can be downloaded via the login link located at the top right of the program website by <u>clicking here</u>.

## **SUBMITTING YOUR ENTRY**

**Upload Restrictions:** You must upload your entry via the 256-bit SSL enabled online entry form. A maximum of 1 upload (no larger than 25 MB) may be submitted at a time. Entries containing multiple files must be combined into a single folder (no larger than 25 MB). This folder can also be compressed (zipped) into a .zip file to reduce the file size before uploading. You can log in or create an account to access the online entry form via the login link located at the top right of the program website by clicking here.

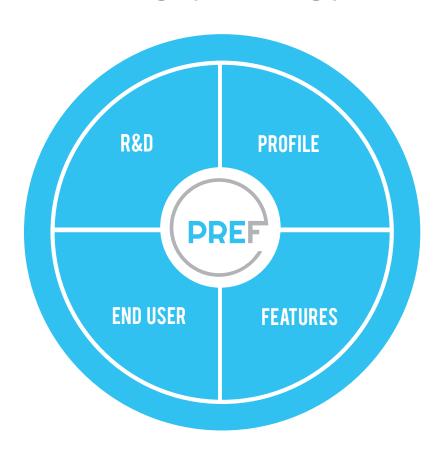
## **ENTRY DEADLINE**

Entries are now open and close at 11.59 p.m. on Thursday, 21 March 2024 (in all time zones). Entries are confirmed by email.



## PREF ASSESSMENT MODULE

The four sections of the PREF Assessment Module define the attributes of innovative, technologically advanced, high-performing products.



Products are evaluated utilising the PREF assessment module. Products can include but are not limited to manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Please refer to the PREF submission requirements on the next page of this document for more information.

## PREF SUBMISSION REQUIREMENTS

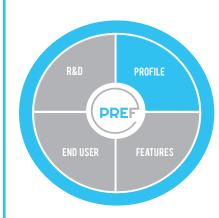


Entrants are required to demonstrate the innovation, features and benefits of a specific consumer product or service. Products can include but are not limited to manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Different products must be entered separately. All products are evaluated utilising the PREF assessment module. Before you begin, you should familiarise yourself with the information required in each section, as outlined below.



## PREF GUIDANCE NOTES

- a. You are required to prepare a written submission that addresses the four sections of the PREF Assessment Module, demonstrating the innovation, features and benefits of a specific consumer product or service.
- b. The four sections must be named as follows:
  - 1. Profile, 2. Features, 3. End-User, and 4. R&D.
- c. The four sections below contain a set of bullet points indicating the information required in each section.
- $d. \ The information should be expressed objectively, written in the third person and presented in a report format.\\$
- e. The language should be straightforward, clear and concise, avoiding technical jargon or slang.
- f. You must include an executive summary as part of your submission for publishing on the program's website as an entry profile (if selected as a winner in a category), as outlined on page 11.
- g. The submission must be created as an unlocked, unrestricted, printable and copyable PDF (preferred) or Word document named [insert business name]-ABA-2024.
- h. Please refer to pages 11-13 of this document for information about the 'PREF Submission Format'.



## 1. PROFILE COMPULSORY SECTION (1000 WORDS MAXIMUM)

▼ In this section, demonstrate, describe and explain the product.

- Begin with a brief profile of the entity submitting the product, describing its primary business
  activities and the industry in which it operates.
- · Compile a comprehensive product profile defining the product's core functions, uses and basic technology.
- Describe how the product meets consumer needs or wants, defining the target market and customer.
- List and confirm that the product meets and complies with all mandatory standards, industry
  regulations and legal requirements for sale or supply in Australia.
- Specify where the product is available in Australia (online and in-store) and the price or price range.
- Include images, graphics and digital media in this section to illustrate the product profile.



## 2. FEATURES COMPULSORY SECTION (1000 WORDS MAXIMUM)

▼ In this section, demonstrate, describe and explain the product features.

- Demonstrate and explain the product features. Product features generally have corresponding product benefits. Include these in section 3.
- Describe the levels of customer service, support and training (if any) provided with the product.
- Include images, graphics and digital media in this section to illustrate the product features.
- ▲ Product features are product characteristics that define its capabilities, components and aesthetics. Features can include but are not limited to product design, quality, safety, compliance, affordability, usability, reliability, efficiency, efficacy and sustainability. (e.g. describe how this product improves or replaces processes with increased efficiency).

### Maximum Word Count

There is no minimum requirement, though; you should aim for at least 800 to a maximum of 1000 words per section. Supporting information is not included in the maximum word count. Submissions exceeding the total word count by a small margin will still be accepted.

## PREF SUBMISSION REQUIREMENTS



Entrants are required to demonstrate the innovation, features and benefits of a specific consumer product or service. Products can include but are not limited to manufactured goods, devices and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products. Different products must be entered separately. All products are evaluated utilising the PREF assessment module. Before you begin, you should familiarise yourself with the information required in each section, as outlined below.



## 3. END USER COMPULSORY SECTION (1000 WORDS MAXIMUM)

▼ In this section, demonstrate, describe and explain the product benefits.

- Describe how the product provides value and benefits the end-user, defining the direct and indirect benefits.
- Where possible, include the corresponding product benefits per the features listed in section 2.
- Define how the product delivers an outstanding user experience.
- · Include images, graphics and digital media in this section to illustrate the product benefits.
- ▲ Benefits can be measured quantitatively using numerical and statistical analysis (e.g. through surveys and factual measuring) and qualitatively based on subjective analysis (e.g. through interviews or observations, grouping the data into classifications and topics).



## 4. R & D COMPULSORY SECTION (1000 WORDS MAXIMUM)

▼ In this section, demonstrate, describe and explain the product innovation.

- Explain why this product is innovative, outlining the product's research history and the development process that has taken place.
- Define what differentiates this product from other similar products on the market.
- Define the unique selling proposition (USP), the unique selling point, or the unique value proposition (UVP), demonstrating why it is superior to its market competitors.
- Include images, graphics and digital media in this section to illustrate the product innovation.
- ▲ Innovation can include but is not limited to developing a new product or enhancing an existing product to meet consumer and market needs.

## SUPPORTING INFORMATION (OPTIONAL)

You may include relevant supporting information to enhance, validate, or illustrate points or claims in your submission. Examples include images, graphics, infographics, diagrams, process maps, graphs, tables, statistics, product data, research data, technical data, and any published media or multimedia, including promotional and explainer videos. Supporting information can be embedded or hyperlinked in the body of the submission, included at the end of the document as an appendix (preferred methods), or submitted as a separate file. Label each appendix with a capital letter and title, as demonstrated on pages 15 and 16 of this document. All supplementary files must be named appropriately. File names should be short and descriptive (<25 characters long), using only letters (A-Z), numbers (0-9), and hyphens (-). Do not use spaces or any special characters to avoid file corruption. Combine entries containing multiple files into a single folder no larger than 25 MB named [insert business name]-ABA-2024. This folder can also be compressed (zipped) into a .zip file to reduce the file size before uploading to the online entry form. You can log in or create an account to access the online entry form via the login link located at the top right of the program website by clicking here.

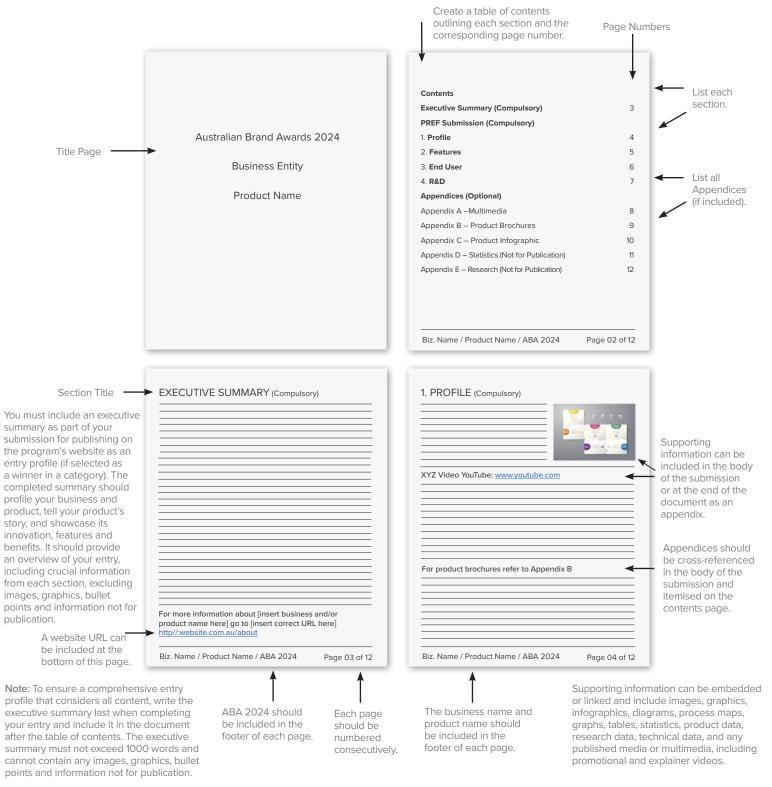
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## PREF SUBMISSION FORMAT



This page is to assist you as a guide when completing your entry. You must submit a written submission that addresses the four sections of the PREF Assessment Module for a specific product. This information should be presented in a report format. The submission must include an executive summary for publishing on the program website as an entry profile (if selected as a winner in a category). The submission must be created as an unlocked, unrestricted, printable and copyable PDF (preferred) or Word document formatted as outlined below.



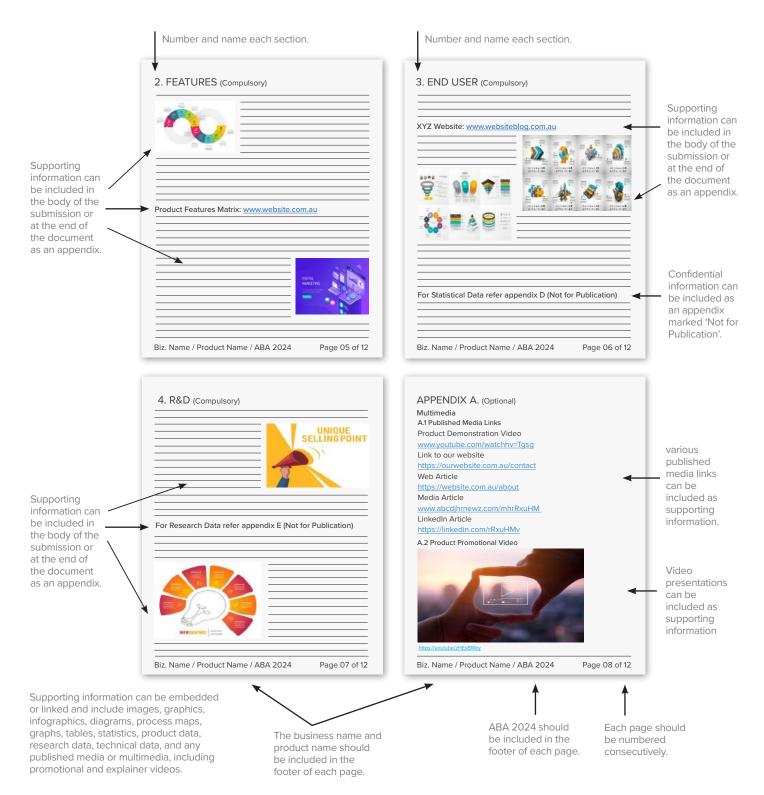
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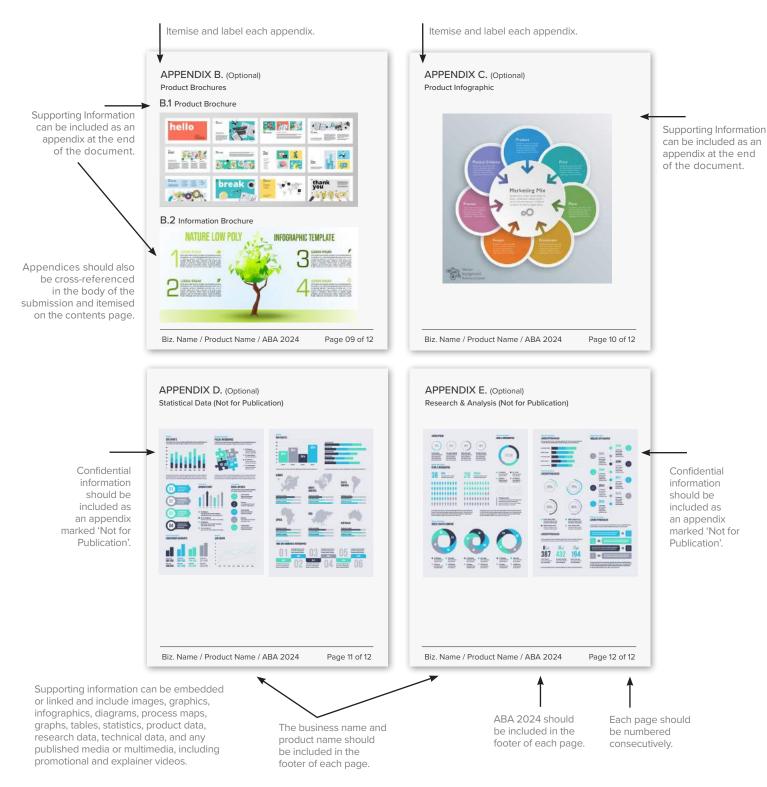
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## \* Maximum Word Count

There is no minimum requirement, though; you should aim for at least 800 to a maximum of 1000 words per section. Supporting information is not included in the maximum word count. Submissions exceeding the total word count by a small margin will still be accepted.

## **ONLINE ENTRY FORM**



This page is to serve you as a guide when uploading your entry via the 256-bit SSL enabled online entry form. THIS INFORMATION HAS BEEN PROVIDED FOR INFORMATION PURPOSES ONLY

You can access the online entry form via the login link located at the top right of the program website by clicking here.

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Award Section	<ul><li>Business Award Categories</li></ul>	
(Please select)	<ul><li>Business Product Categories</li></ul>	
	Consumer Product Categories	
	CX Award Categories	
	<ul><li>Employer of Choice</li></ul>	
	Charity Awards	
Business Award Cate	gories	
Please select one or r	more categories from the list below. Participants may select up to three (3) categories per entry.	
Select Categories	Design Innovation [DES]	
	Eco Innovation [ECO]	
	Lifestyle Innovation [LFS]	
	New Product Innovation [NEW]	
	Product Innovation [PIA]	
	Tech Innovation [TIA]	
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## **ENTRY 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 Brand Awards and/or The World Brand Awards programs.

(c) Entrant, Participant and You may be used interchangeably to

(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 clause 5(a).

(g) Executive Summary means the summary provided by the Entrant in their Entry, including their organisational profile, business story and achievements.

(h) Fee means a one-off fee of \$2000.00 AUD (GST Inclusive) per Category entered.

(i) Winner or Winners means the winner or winners in each Category selected by the Organiser.

(j) Media Guidelines means the media guidelines provided to the Winners.

(k) Licence means a licence to use the Licensed Material as set out in clause 12.

(I) 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 most innovative consumer brands by identifying their most innovative consumer products through an established set of product award categories. The Winners in the national chapter will be eligible to participate in the international chapter. The Australian Brand Awards are the national chapter. The World Brand 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 private and public entities, including private and public companies; multinationals and subsidiaries.

### 5. PRODUCT CATEGORIES AND ENTRY ELIGIBILITY

(a) There are 6 product award categories:

(i) Design Innovation [DES], (ii) Eco Innovation [ECO],

(iii) Lifestyle Innovation [LFS], (iv) New Product Innovation [NEW],

(v) Product Innovation [PIA], (vi) Tech Innovation [TIA].

(b) Entry is open to all private and public entities offering consumer products and services in Australia. Products include manufactured goods, devices, and equipment from any of the following main product types: Electronics and Communications; Home and Garden; Beauty and Wellness; Fashion and Lifestyle; Food and Beverage; Sports and Fitness; Travel and Leisure; Baby and Children's products.

(c) Products must be sold commercially 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.

#### 6. 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,

(h) Entrant must not use any intellectual property (including trade

(h) Entrant must not use any intellectual property (including trade marks or copyright works) of the Organisers except as licensed as aWinner under clause 12 of these Terms.

#### 7. ASSESSMENT OF ENTRIES

(a) All Entries are evaluated in accordance with the entry requirements as set out in this document.

(b) The Category Winners will be selected at the end of an assessment process coordinated by the Organiser.

(c) The number of Winners in each Category will be at the discretion of the Organiser.

(d) The Organiser coordinates the assessment panel at its absolute discretion. Panel members must sign a confidentiality agreement, declare any conflict of interest and withdraw from deliberations concerning those Entries.

(e) The Entrant may be required to provide a product sample for evaluation (subject to product type, classification, size and weight restrictions) as deemed appropriate by the Organiser.

(f) Entrants must provide product samples as commercially sold and packaged in Australia, including materials such as user handbooks, instruction manuals, installation guides and warranties.

(g) The Entrant is responsible for arranging the delivery and collection of all products, including all freight charges and taxes. (h) The Organiser will retain all products not collected by the Entrant within 180 days from delivery to do with what they deem fit, such as to use in future exhibitions, publicity campaigns, donation or

(i) 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 is required, the onus of responsibility is on the Entrant.

(j) The Organiser reserves the right to request additional information concerning any Entry, as deemed appropriate by the Organiser.

(k) 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.

(m) The Organiser reserves the right to make no selection in any Category if the Entries received do not meet the required standard.

(n) The Organiser's decision on all matters relating to the assessment and selection process is final.

#### 8. FEE & REFUND POLICY

(a) If the Organiser accepts the Entry for participation in the Program, the Entrant must pay the Fee.

(b) Entrants are not required to pay any additional fees (including licensing fees) upon payment of the Fee as specified in clause 8(a) to participate in the international chapter of the Program at The World Brand Awards.

(c) The Entrant will be entitled to a refund of the Fee paid if the Entry submitted is not selected as a Winner in a Category in the national chapter of the Program at The Australian Brand Awards.

(d) If the Entrant is entitled to a refund, the Organiser will process a refund within 10 business days of the national Winner's announcement.

(e) Except as set out in clauses (c) and (d) above, all Fees paid are non-refundable and non-transferable.

#### 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 for any intellectual property 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 professionals) 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) The 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 company name, the product name, the Executive Summary and the 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.

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## **ENTRY 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.

#### 12.2 LICENCE TERMS

- (a) The Term of the Licence begins on the day the Organiser announces the Winners publicly.
- (b) The Licence shall continue unless the Organiser terminates it in accordance with clause 14.
- (c) The Organiser will administer the Licensed Material and oversee its proper use to ensure the Program's integrity.
- (d) The Terms of the Licence may be amended, changed or updated from time to time, and the Licensee shall be bound by any such revised Terms in order to continue to use the Licensed Material

#### 12.3 USE BY LICENSEE

- (a) Must only use the Licensed Material after the Organiser publicly announces the Category Winners.
- (b) Must only use the Licensed Material as 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 considered defamatory to any person or constitute a breach of any law or statute.
- (g) Must only use or display the Licensed Material in connection with the marketing, advertising and promotion of the Entry selected by the Organiser.
- (h) Must, where a Category relates to a product, not be used for: (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.

### 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 with these Terms by the Licensee.
  (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 of 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 that 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 is 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 Brand Awards" and "The World Brand 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.

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## **ENTRY CHECKLIST**

Before submitting your entry, please ensure that you:



Read and understand the entry guidelines, including the entry terms and conditions.
Complete your written submission (PDF or Word Doc), including any relevant supporting information.
Check that your submission addresses the assessment criteria for the category or categories entered.
Check your entry for accuracy, clarity (including spelling and grammar mistakes) and completeness.
Check that your submission and executive summary are written in the third person.
Check that your executive summary is complete and as you would like it to appear if published.
Schedule your completed entry to submit by Thursday, 21 March 2024, no later than 11.59 p.m. (in all time zones).
Keep a copy of your entry or entries for your records.

## **Payment Process**

You are not required to pay the assessment fee when you submit your entry. Only entries accepted to the second stage of the assessment process will be issued an invoice for payment. The organisers will send the invoice to the entrant contact's nominated email address within 2-4 weeks after receiving your entry. This invoice will include a payment deadline of 10 working days accepting Visa, Mastercard, American Express, or direct funds transfer payment methods.

## How to submit your entry

## STEP 1: Login or create an account

You must submit your entry via the online entry form. You can log in or create an account to access the online entry form via the login link located at the top right of the program website by <u>clicking here</u> (https://australianbusinessawards.com.au).

### STEP 2: Click on the online form

Once logged in to the online portal, you must upload your entry via the online entry form. Apart from uploading your written submission and supporting materials, the information you need to input is the product name, organisation name and address, entrant contact's name, email, and phone number. Please make sure that this information is correct. Should the entrant contact change, or if this information needs to be corrected or updated, please email our support team to let them know.

## **STEP 3: Entry confirmation**

Once your entry is received, a system-generated confirmation email will be sent to the entrant contact's nominated email address. If the entrant contact still hasn't received a confirmation email after 24 hours from lodgement, please email our support team to let them know.

### **Help and Support**

Generally, the entry process is straightforward and rarely encounters any issues. If you experience any difficulties, please let our support team know so we can assist you and resolve any problems or questions as soon as possible.

## **Contact Support Team**

Email: support@awardbase.com

THIS DOCUMENT WAS LAST UPDATED ON 17-FEB-2024 AT 2.30 P.M.