



EMPLOYER OF CHOICE [EOC]

The Australian Business Award for Employer of Choice recognises organisations that develop leading workplaces that maximise the full potential of their workforce through established policies and practices that demonstrate effective employee recruitment, engagement and retention.

















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RECOGNITION & ACCOLADES



The Australian Business Awards are an annual all-encompassing awards program that recognises organisations that demonstrate the core values of business innovation, product innovation, technological achievement and employee engagement via a set of established business and product award categories. The program provides a significant opportunity for high-performing organisations that implement world-class business initiatives and develop innovative products and services to be acknowledged and honoured for their achievements, both nationally and internationally. The Australian Business Awards winners will participate in the international chapter of the program at the World Business Awards. The World Business Awards seeks to engage with the world's business, innovation and technology leaders 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, employer 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 human resource management practices. The Australian Business Awards are the national chapter, and The World Business Awards are the international chapter. The Australian Business Award winners will be benchmarked in the international chapter of the program at the World Business Awards - Leading Employers. The process culminates in recognition of leading employers that maximise the full potential of their workforce through policies and practices that demonstrate effective employee recruitment, engagement and retention 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 sector entities. Eligible entity types include private and public companies; multinationals and subsidiaries; government departments, agencies, authorities and statutory bodies; non-government organisations and educational institutions operating in Australia. Entrants are required to demonstrate their achievements across the key areas of Organisational Culture, Leadership and Strategy; Education, Training and Development; Health, Safety and Satisfaction; Performance, Recognition and Remuneration.

ASSESSMENT FRAMEWORK

Entries are assessed utilising a robust and dynamic framework to ensure that the assessment process is pertinent and objective. The Employer of Choice Framework (EOC Framework) is utilised as a structured model of assessment that enables the participating organisations to be benchmarked against world-class performance standards. The EOC Framework consists of specialised assessment modules pertaining to the award category. The EOC Assessment 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 awardbase.com 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 \$3000.00 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 Business Awards. Entry into The World Business 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 Business Awards. The Australian Business 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

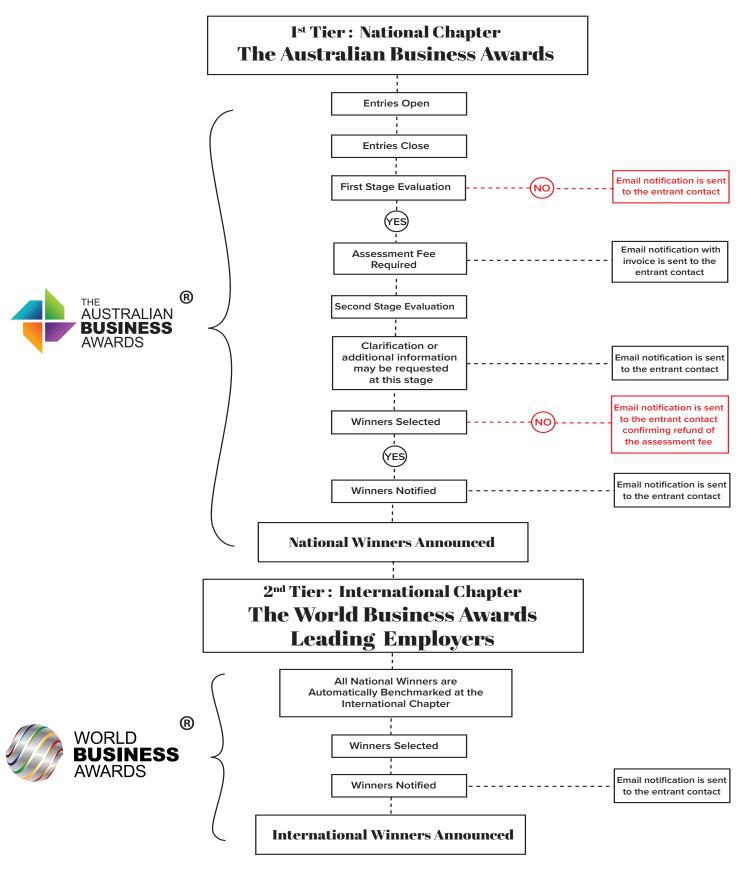
Email: support@awardbase.com

Phone: 1300 790 593

 $\underline{australian businessawards.com.au} \ \textbf{I} \ \underline{worldbusinessawards.com}$

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.

ENTRY REQUIREMENTS



ELIGIBILITY

This category is open to all private and public sector entities. Entity eligibility includes private companies, publicly listed companies, multinationals, subsidiaries, government departments, agencies, authorities and statutory bodies; non-government organisations and educational institutions operating in Australia. Different organisations must be entered separately. All organisations are evaluated utilising the EOC assessment modules, as outlined on pages 7-9.

WRITTEN SUBMISSION (COMPULSORY)

You are required to submit a written submission that addresses the five sections specific to each module, demonstrating policies and practices across the key areas of Organisational Culture, Leadership & Strategy; Education, Training & Development; Performance, Recognition & Remuneration; Health, Safety & Satisfaction, as outlined on pages 7-13. The submission must be an unlocked, unrestricted, printable and copyable PDF or Word document named [insert organisation name]-EOC-2024.

EXECUTIVE SUMMARY (COMPULSORY)

You must also include an executive summary as part of your submission for publishing on the program's website as an entry profile (if selected as an employer of choice). The completed summary should profile your organisation, showcasing your organisation's employee value proposition (EVP). 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 10.

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, 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 organisation name]-EOC-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

Multiple entries are permitted. The entry guidelines for all categories can be downloaded via the login link located at the top right of the program website by clicking here.

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.

EOC ASSESSMENT MODULES



The EOC Framework consists of specialised assessment modules used to determine the employee value proposition of well-managed, high-performing, industry-leading organisations that provide a stimulating and supportive workplace.



Organisations are evaluated utilising the EOC assessment modules. Organisations are required to demonstrate their policies and practices across the key areas of Organisational Culture, Leadership & Strategy; Education, Training & Development; Performance, Recognition & Remuneration; Health, Safety & Satisfaction. Please refer to the EOC submission guidance notes on the next page of this document for more information.

EOC SUBMISSION REQUIREMENTS



Entrant organisations are required to demonstrate policies and practices across the key areas of Organisational Culture, Leadership & Strategy; Education, Training & Development; Performance, Recognition & Remuneration; Health, Safety & Satisfaction. Organisational eligibility includes private companies, publicly listed companies, multinationals, subsidiaries, government departments, government agencies, government authorities, statutory bodies, non-government organisations and educational institutions operating in Australia. Different organisations must be entered separately. All organisations are evaluated utilising the EOC assessment module. Before you begin, you should familiarise yourself with the information required in each section, as outlined below.



EOC GUIDANCE NOTES

- a. You must prepare a written submission addressing the five sections specific to the EOC Assessment Modules, demonstrating policies and practices across five key areas.
- b. The five sections must be named as follows:
 - 1: Organisational Profile, 2: Culture, Leadership and Strategy, 3: Education, Training and Development,
- ${\it 4. Performance, Recognition and Remuneration, 5. Health, Safety and Satisfaction.}$
- c. The five 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 also include an executive summary as part of your submission for publishing on the program's website as an entry profile (if selected as an employer of choice), as outlined on page 10.
- g. The submission must be created as an unlocked, unrestricted, printable and copyable PDF (preferred) or Word document named [insert organisation name]-EOC-2024.
- h. Please refer to pages 10-13 of this document for information about the 'EOC Submission Format'.



1. ORGANISATIONAL PROFILE

COMPULSORY SECTION (1000 WORDS MAXIMUM)

- Compile an organisational profile, including any relevant background information.
- · Outline your organisational structure and operating environment, including the industry in which it operates.
- Outline the regulatory environment under which your organisation operates. These can include but is not limited to accreditations, certifications, registration requirements, industry standards, environmental, financial, occupational health and safety regulations.
- Describe your organisation's primary product offerings and their delivery mechanisms.
- Define how your organisation serves its industry, the marketplace and other stakeholders.
- Define the key factors that determine the success of your organisation relative to competitor organisations within your industry.
- Outline your organisation's significant contributions to its industry. These may include but are not limited to any
 commercial, environmental, educational, societal and scientific contributions.



2. CULTURE, LEADERSHIP & STRATEGY

COMPULSORY SECTION (1000 WORDS MAXIMUM)

- Define the key characteristics of your organisational culture and working environment.
- · Describe how your organisation develops and maintains a culture consistent with its Mission, Vision and Values.
- Detail your organisation's fundamental strategic objectives concerning its workforce and employer brand.
- Describe how human resource management policies align with your organisation's strategic objectives.
- Describe how senior leaders demonstrate organisational culture, values, objectives and expectations through
 effective leadership behaviour.
- · Describe how these practices maximise employee engagement and communication within the organisation.
- · Describe how your organisation develops and maintains effective employee recruitment and retention.

* Maximum Word Count

There is no minimum requirement, though; you should aim for at least 900 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.

EOC SUBMISSION REQUIREMENTS





3. EDUCATION, TRAINING & DEVELOPMENT

COMPULSORY SECTION (1000 WORDS MAXIMUM)

- · Detail your organisation's employee education, training and development initiatives.
- · Describe how these initiatives improve workforce productivity, staff loyalty and commitment.
- Describe how these initiatives support employees to achieve high performance and contribute to the organisation's success.
- Describe how these initiatives support employees to develop to their full potential in alignment with your organisation's key strategic objectives.



4. PERFORMANCE, RECOGNITION & REMUNERATION

COMPULSORY SECTION (1000 WORDS MAXIMUM)

- Describe how your organisation's human resource strategies, policies, systems, and practices support and enable employees to achieve high performance and develop to their full potential.
- Outline the key elements of your organisation's performance and improvement system concerning its workforce and human resource management system.
- Describe how your organisation's employee performance reviews/appraisals support employees to achieve high performance.
- · Describe how your organisation effectively remunerates, rewards and recognises its workforce.



5. HEALTH, SAFETY & SATISFACTION

COMPULSORY SECTION (1000 WORDS MAXIMUM)

- Describe how your organisation develops and maintains a healthy, safe, secure, and supportive work environment for its workforce.
- Describe how your organisation develops and maintains a work environment conducive to the well-being, motivation and satisfaction of all its employees and other stakeholder groups.
- · Provide evidence through results of staff surveys (or similar) of staff satisfaction, commitment and retention.

SUPPORTING INFORMATION (OPTIONAL)

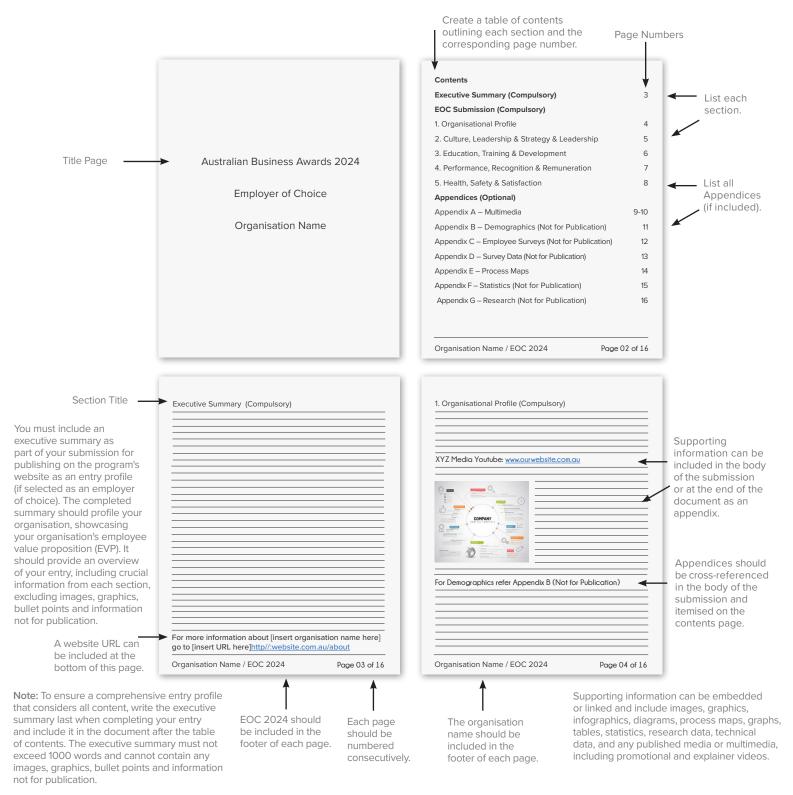
You may include relevant information to enhance, validate, or illustrate points or claims in your submission. Examples include images, graphics, infographics, diagrams, process maps, graphs, tables, statistics, research data, technical data, and any published media or multimedia, including promotional 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 11 - 13 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 organisation name]-EOC-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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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 EOC Assessment Module for a specific organisation. 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.

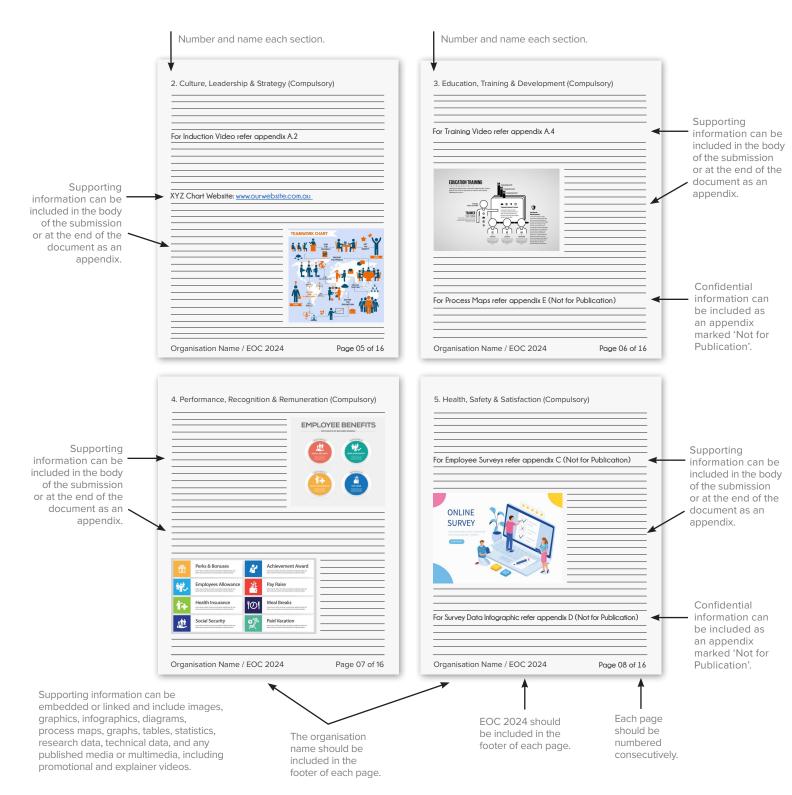


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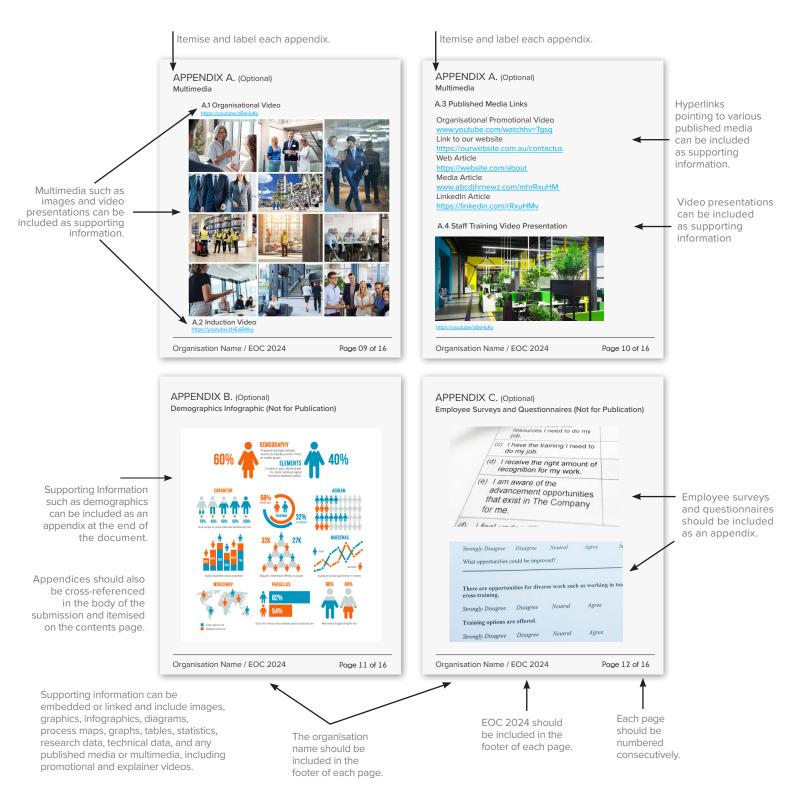


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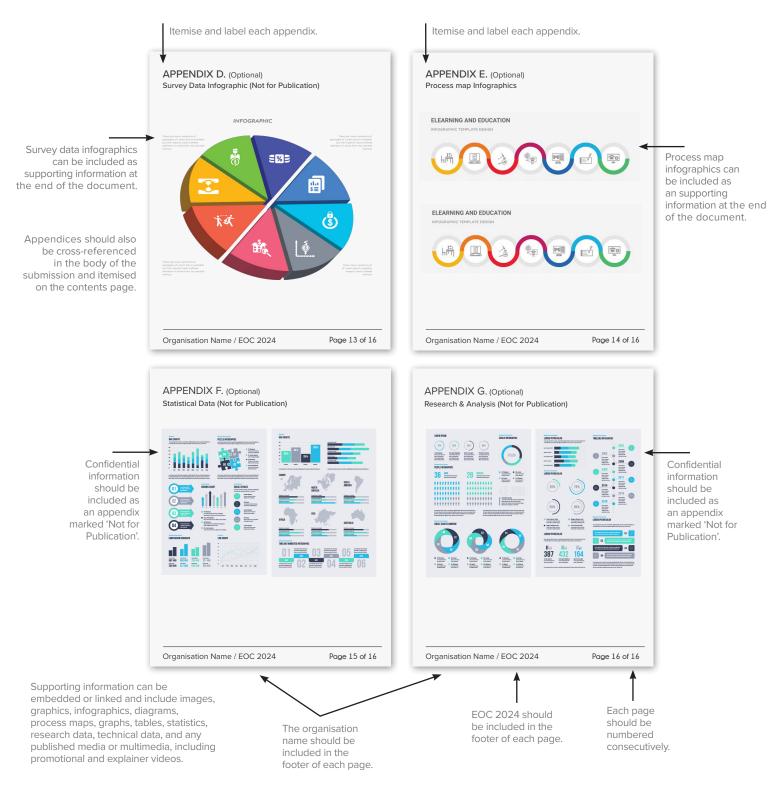


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ONLINE ENTRY FORM



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.

Award Section	Business Award Categories
Award Section	Business Award Categories
	Business Product Categories
	Consumer Product Categories
	CX Award Categories
	Employer of Choice
	Charity Awards
Submit Your Entry:	
As specified in the	entry guidelines, entries containing multiple files must be combined into a single folder no larger than 25 MB.
Folders can be com	pressed (zipped) into a .zip file to reduce the file size before uploading.
A maximum of 1 upl	oad (no larger than 25 MB) may be submitted at a time.
File Upload *	Choose File No file chosen
Organisation Name	Organisation Name
Mailing Address * Can be a PO Box	Office/Suite/Building Address Street Address City Country
Entrant Contact The entrant contact	t must be a company officer or employee of the organisation entering the program.
Email Address *	jane.citizen@domain.com.au
Full Name *	Jane Citizen
	First Last
Contact Number *	area code + phone number
Acknowledgements	ve read the Entry Terms & Conditions (contained within the Entry Guidelines) and agree to abide by them. I certify that all information submitted is true an
	thorised to submit this entry.

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 Business Awards and/or The World Business Awards programs.

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

(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 \$3000.00 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 engages with organisations to benchmark the full spectrum of their human resource management practices, recognising employers that maximise the full potential of their workforce through policies and practices that demonstrate effective employee recruitment, engagement and retention. The Australian Business Awards are the national chapter. The World Business Awards (Leading Employers) are the international chapter. The category winners in the national chapter will be eligible to participate in 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 sector entities, including private and public companies; multinationals and subsidiaries; government and non-government organisations; educational institutions.

5. AWARD CATEGORIES AND ENTRY ELIGIBILTY

(a) There are 2 award categories

(i) Employer of Choice [EOC], and

(ii) Leading Employer [LEA].

(b) Entrants are required to demonstrate their achievements across the key areas of Organisational Culture, Leadership and Strategy; Education, Training and Development; Health, Safety and Satisfaction; and Performance, Recognition and Remuneration.

(c) There is no restriction regarding how many consecutive years organisations can participate.

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 publicity.

(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

(h) Entrant must not use any intellectual property (including trade marks or copyright works) of the Organisers except as licensed as Winner 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.

(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 Business Awards.

(c) The Entrant is 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 Business 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 (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 organisation name, the product or initiative 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.

(d) The Organiser agrees not to disclose or publish information from any Entry where the Entrant is not a Winner in a Category.

Ref: AUUK181223-E1

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.

12.1 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) payment of the Fee by the Licensee under clause 8 of these Terms; and $\,$

(iii) 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 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

(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:

other controller is appointed over its assets.

(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 Licenseed 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", "The World Business Awards" and "Leading Employers") 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.

Ref: AUUK181223-E2.

ENTRY CHECK LIST

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 organisation's name and address, the 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 has been input incorrectly, 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 does not receive this email within 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.