

## TERMS AND CONDITIONS

### 2022 Rockingham Kwinana Chamber of Commerce Regional Business Awards

1. The 2022 Rockingham Kwinana Chamber of Commerce (RKCC) Mineral Resources Regional Business Awards (RBA) are conducted by Rockingham Kwinana Chamber of Commerce ABN 44 522 308 942 of 19 Kent Street, Rockingham, WA, 6168.

#### ENTRY

By submitting an entry:

2. You warrant that you are entering the Awards in your personal capacity and/or as an authorised representative of the business; and
3. You agree to these Terms.
4. Entry into the Awards is deemed acceptance of the Terms and will apply during the Period.

#### CATEGORY ELIGIBILITY

5. Nominated businesses will be eligible to enter the 2022 RKCC RBA providing all of the following criteria are met.
  - a. The nominated business, businessperson or organisation **MUST**:
    - i. Reside in Western Australia
    - ii. Have a registered Australian Business Number
    - iii. Have been operating in for at least 12 months as of the 1<sup>st</sup> of July 2021; and
    - iv. Be more than 60% Australian owned, with the owner(s) or founder(s) responsible for making the key management decisions;
    - v. If entering the Tourism or Hospitality Award: the business specifically established to attract and/or service tourist(s), patrons and local residents of the Rockingham Kwinana region. E.g. attractions, tours, adventures, accommodation, dining experiences etc.
    - vi. The successful applicant(s) must be prepared to provide advice / guidance to following years nominee's as well as attend any functions or publicity events in relation to these Award(s)
    - vii. A \$50 application fee applies for each submission entered by a **NON** RKCC member, however **NO** application fee applies for submission(s) entered by **current** financial RKCC members. This payment will be required before your application can be accepted. An invoice will be emailed out to the provided email address for COD payment

## PRIVACY & MARKETING

6. We collect personal information (as defined under the Privacy Act 1988 (Cth)) and other information relating to your business operations in various ways, such as in the Awards entry form, on judging days and in speeches and interactions with the support team to administer the Awards. If you do not provide the personal and business information as requested, you cannot participate in the Awards.
7. By participating in the Awards in any way (including by submitting an application) you consent for us to use and disclose your personal information to our related entities, business partners, agencies, sponsors and other third parties in order to:
  - a. Market you in any way (including by newspaper print, radio, email, SMS/MMS, mail, social media and telephone;
  - b. Administer the awards;
8. Invite you to be a part of our initiatives and business opportunities.
9. You agree that your consent continues until you withdraw it by notifying us by email [admin@rkcc.com.au](mailto:admin@rkcc.com.au) or telephone 9592 3333.
10. If you as an individual or business is an award finalist, the business owner(s) or founder(s) of your business or organisation agrees to attend all awards presentation events and other awards events that we notify you about, and agree to assist in publicising the awards as required by us and the sponsor for the event in which you are a finalist.
11. You agree to allow the use of your business name and logo(s), and your personal identity for promotional and award marketing material.

## LIABILITY

12. We are not liable, and expressly exclude liability for, any loss, injury or damage which results directly or indirectly from the awards.

## GENERAL

13. At any time during or after the Period, we reserve the right to disqualify entries in the event for non-compliance with these Terms.
14. If you, your business or your representatives are involved in any conduct or activity in any way (including of a personal or business nature) that:
  - a. Is illegal;
  - b. Is fraudulent;
  - c. May harm us, our name or reputation; or
  - d. Breaches these Terms,

We may, in our discretion, withdraw any award and associated prizes that you have received. If requested by us, you agree to no longer publically promote yourself, your business or your representatives as being associated with the awards, or us. This clause survives the expiration of these Terms.

15. If we (or the sponsor) are unable to provide a winner with a nominated prize, we (or the sponsor) reserve the right to supply an alternative prize of similar monetary value. We accept no responsibility for any variation in the retail value of the prize pool.

16. A business can enter into multiple categories. Judges will assess each application based on the category entered into. Business are entitled to win one category, in addition to being eligible to win “Business of the Year” and/or the “People’s Choice” awards.
17. We accept no responsibility for entries not received by us for any reason
18. The Judges’ decision is final and no correspondence will be entered into.
19. All entries become our property. We do not provide feedback on entries.
20. In our sole discretion, we have the right to alter or cancel part or all of the awards at any time.
21. We are not liable for any loss, injury or damage which results directly or indirectly from the awards, including the breach of any third-party intellectual property rights.
22. Prizes are not transferrable or exchangeable and cannot be redeemed for cash. Terms and conditions of use apply to the prizes, and all prizes must be claimed by 30<sup>th</sup> June 2023.