

Eastside Business Awards Terms & Conditions

1. Name

The Awards are to be known as the '2023 Eastside Business Awards'

2. Responsibility

2.1 The Awards event is an initiative of and conducted by the City of Norwood Payneham & St Peters with support from Solstice Media Pty Ltd ('the Promoter') (together referred to as 'the Award Proprietors'). All decisions as to the recipients of any Award in any Category are in the discretion of the Award Proprietors and no appeals will be considered or allowed.

3. Voting

3.1 The general public (including businesses) ('the Entrant') will be invited to vote for businesses operating in the City of Norwood Payneham & St Peters in the categories described in clause 4.2 below, by submitting their vote via www.eastsidebusinessawards.com.au or in a manner otherwise determined by the City of Norwood Payneham & St Peters ('the Council').

3.2 Voting will open at **7.00am on Thursday 16 February 2023** and remain open until **5.00pm on Thursday 16 March 2023** (times are ACDT) ('Closing Date and Time'). All votes must be received by the Award Proprietors prior to the Closing Date and Time. The time of voting will, in each case, be the time of receipt by the Award Proprietors and not the time of transmission by the Entrant.

3.3 For businesses that do not wish to take part in the Awards, they can contact Kate Robinson, Account Manager, Solstice Media on 0406 832 903 and inform of this request.

4. Categories and Entry Criteria

4.1 Entry Criteria

- 4.1.1 A business can be voted for in these Awards if the business operates within the boundaries of the City of Norwood Payneham & St Peters. View the map here.
- 4.1.2 Subsidiaries and franchises are eligible, but must be identified in an Entrant's vote as, for example, '*Travel Associates Norwood Place*', '*V2 FIT Kent Town*'.
- 4.1.3 Temporary /pop-up businesses (i.e. businesses which are not intended to permanently operate from their premises) are not eligible.
- 4.1.4 Businesses can be nominated in all relevant categories and can win up to two (2) categories.
- 4.1.5 A business can win any one (1) category three (3) times. At that point they are no longer eligible in that category.
- 4.1.6 In addition to this criteria which applies across all categories, some categories have separate and specific entry criteria, as set out in paragraph 4.2.

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City of
Norwood
Payneham
& St Peters

4.2 Categories and Specific Criteria

The Awards consist of awards presented in the following 11 categories:

4.2.1 Best Cafe/Restaurant

No specific criteria, except that the business be generally considered to fall within the general description of the category.

4.2.2 Best Customer Experience

No specific criteria, except that the business be generally considered to fall within the general description of the category. All types of businesses are eligible for voting.

4.2.3 Best Fashion Retailer

No specific criteria, except that the business be generally considered to fall within the general description of the category.

4.2.4 Best Independent Small Business

Businesses must be an independent, small business (one that employs fewer than 20 people) with its own unique identity, typically family owned and operated.

4.2.5 Best Arts & Culture/Entertainment Experience

Includes creative and cultural spaces, art and design studios, galleries, movie complex, bowling and other similar entertainment venues.

4.2.6 Best Coffee

No specific criteria, except that the business be generally considered to fall within the general description of the category.

4.2.7 Best Pub/Bar

This category can include function centres, hotels, outdoor venues, but it is not limited to these types of venues.

4.2.8 Best Food/Beverage Manufacturer

Any business growing or producing their own food and/or beverages on their premises.

4.2.9 Best Hair/Beauty Salon

This can include hairdressers, beauty services, but it is not limited to these types of businesses.

4.2.10 Best Professional Service

This category can include architects, engineers, lawyers, scientific researchers and accountants, but is not limited to these types of professions.

4.2.11 Hall of Fame

Any business that has been in continuous operation in the City of Norwood Payneham & St Peters for a minimum of 20 years, unless previously inducted into the Hall of Fame.

5. Prizes

5.1 The Prize means:

- 5.1.1 Digital advertising services to be spent on business marketing with Solstice Media to the value of **One Thousand Dollars (\$1,000) (GST exclusive)**; and
- 5.1.2 A choice of financial services to the value of **One Thousand Dollars (\$1,000) (GST exclusive)** to be spent on with AFM Services;

to be awarded to the Winner of each category in clause 4.2 (or to be shared equally between the Winners if there is more than one (1) Winner of the same category).

5.2 Prizes will be awarded to winners at the absolute discretion of the Award Proprietors.

6. Judging

- 6.1 The top three (3) businesses in each category, as determined by the highest number of votes at the Closing Date and Time, will be declared by the Award Proprietors as Finalists in the Awards on **Wednesday 29 March 2023**. The Finalists will be contacted by the Award Proprietors to secure their agreement to participate in the Awards in accordance with these terms and conditions.
- 6.2 The Award Proprietors will assemble a judging panel for all categories, or may assemble separate panels for one or more category, to determine the Winner of each category.
- 6.3 The Finalists in each category will be assessed by the judging panel (or panels) to determine whether they satisfy the requirements in clause 4.1, the category criteria set out in clause 4.2 and other relevant criteria established by the judging panel. If the judging panel (or panels) is satisfied that the Finalist with the highest number of votes in a category meets the necessary criteria for an Award in any category, then they may present the Award to that Finalist ('Winner').
- 6.4 If the judging panel is not satisfied that the Finalist meets the necessary standard for an Award in any category, then the Finalist or business in the same category with the next highest number of votes at the Closing Date and Time will be assessed by the judging panel, and so on.
- 6.5 If the judging panel is not satisfied that any Finalist or business meets the necessary standard for an Award in any category, they may, in their discretion, elect not to present an Award in that category.
- 6.6 If the judging panel believes that more than one (1) Finalist or business meets the necessary standard for an Award in a category and they are unable to separate the businesses, they may, in their discretion, decide to make the Award to two (2) joint Winners.
- 6.7 If the judging panel believes that a Finalist or business which they have not selected to win an Award nevertheless merits recognition, they may, at their discretion, award that business a "Judge's Commendation Award (or such similarly named recognition) as they see fit.
- 6.8 Winners of each category will be announced and the Award Proprietors will award each winner with the Prize at an invite only event to be held on **Wednesday 19 April 2023**. Winners will be announced online at www.eastsidebusinessawards.com.au by **12.00pm on Thursday 20 April 2023**.

6.9 In the event that a Winner is unable to collect the Prize at the invite only event on **Wednesday 19 April 2023**, the Award Proprietors will make all reasonable efforts to contact the Winner by telephone and email by **Wednesday 26 April 2023** to arrange for collection of the Prize. If the Winner does not redeem the Prize by **31 December 2023**, the Prize is forfeited without compensation.

7. Acknowledgement

- 7.1 Businesses that take part in the Awards acknowledge that all decisions in relation to the Awards are made by the judging panel established by the Award Proprietors in their sole discretion and are final. The Award Proprietors may choose not to enter into any correspondence regarding the Awards and there will be no appeals against any decisions of the Award Proprietors.
- 7.2 Businesses that take part in the Awards release the Award Proprietors from any actual or alleged liability or costs arising out of or in connection with the business' involvement in the Awards, or any decision made by the Award Proprietors in connection with the Awards.
- 7.3 The Award Proprietors (subject to State and Territory Legislation) reserve the right to amend, cancel or suspend the Awards for any reason without any liability to any nominee.
- 7.4 If the Prize is unavailable, for whatever reason, the Award Proprietors reserves the right to substitute the Prize for a Prize of equal or greater value. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and Promoter's requirements. Each Prize must be taken as stated and no compensation will be payable if a Winner is unable to use the Prize as stated.

8. General

- 8.1 The Award Proprietors and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of votes, and reserves the right to take any action that may be available.
- 8.2 Any cost associated with accessing the promotional website for the Awards is the Entrant's responsibility and is dependent on the Internet service provider used.
- 8.3 Any Business found to be using any form of software or third party application to enter the Awards multiple times (including scripting software) will have all votes invalidated and any claim to any prize will be invalidated. If such a business is awarded a prize and then found to have breached this clause, the business must immediately return any awarded prize to the Award Proprietors. The Award Proprietors have sole discretion to determine if this clause has been breached by any business. The Award Proprietors reserve the right to request whatever documentation is deemed necessary to confirm if the business has breached this clause. A business must provide any requested documentation to the Award Proprietors upon request.
- 8.4 Businesses that take part in the Awards consent to the Award Proprietors using their submission, name, trademarks, logos, images and/or voice as supplied, recorded, photographed or filmed for current or future marketing and promotional purposes in connection with the Awards, including in any related publications, news releases or online distributions and the business will not be entitled to any fee for such use.

- 8.5 The Award Proprietors acknowledge that the business may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Award Proprietors in connection with the businesses' entry or participation in any aspect of the Awards (**Works**). The business does not transfer their intellectual property rights to the Award Proprietors by voting or otherwise participating in the Awards. The business hereby grants the Award Proprietors a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Award Proprietors may assign and/or sublicense the Works to third parties for this same purpose. Should the Award Proprietors wish to use a business' Works for any other purposes, it will contact the business to discuss licensing opportunities.
- 8.6 The business acknowledges and agrees that neither the business nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the business holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the business unconditionally and irrevocably consents, for the benefit of the Award Proprietors and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All participating businesses consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.
- 8.7 The Award Proprietors shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Awards or any Prize/s except for any liability which cannot be excluded by law.
- 8.8 The Award Proprietors are not responsible for any incorrect or inaccurate information supplied by an Entrant or a business in relation to a business in connection with the Awards, or for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in connection with the Awards, or for any technical error, or any combination thereof that may occur in the course of the administration of the Awards including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 8.9 The Award Proprietors reserve the right in their sole discretion to disqualify any business who the Award Proprietors has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Awards. The Award Proprietors' legal rights to recover damages or other compensation from such an offender are reserved.

- 8.10 All votes become the property of the Award Proprietors (with the exception of any intellectual property rights comprised therein). All votes will be entered into a database and The Award Proprietors may use the Entrant's name, address, email address and telephone number for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the Entrant. By voting, Entrants confirm that they allow their details to be used for this purpose. If Entrants no longer consent to their details being used for future marketing purposes, the Entrant should contact The Award Proprietors on their details set out below. Any request to update, modify or delete the Entrant's details should be directed to The Award Proprietors.
- 8.11 The Award Proprietors will collect, store, disclose and use any personal information supplied in connection with the Awards in accordance with relevant legislative requirements and their respective privacy policies which can be viewed at: www.npsp.sa.gov.au and indaily.com.au