

# 2023 SALIFE Absolute Best Awards Terms & Conditions

## 1. Name

The Awards are to be known as the '2023 SALIFE Absolute Best Awards'

## 2. Responsibility

2.1 The Awards are an initiative of and conducted by Solstice Media Pty Ltd (referred to as 'the Award Proprietors'). All decisions as to the recipients of any award in any category are at the discretion of the Award Proprietors and no appeals will be considered or allowed.

## 3. Categories and Entry Criteria

3.1 A business or individual can be nominated for these Awards if the business or individual operates or resides within South Australia. Subsidiaries and franchises are eligible, but must be identified in an Entrant's nomination. Businesses can be nominated in all relevant categories but can win in only one category. In addition to this criteria, which applies across all categories, some categories have separate and specific entry criteria. This is outlined on the program website in the awards description

## 4. Nominations

4.1 The general public (including businesses) will be invited to nominate businesses and individuals across the 14 specified awards categories.

4.2 Nominations can be submitted via the program website [salifeabsolutebest.com.au](http://salifeabsolutebest.com.au) or in a manner otherwise determined by Solstice Media.

4.3 Nominations will open at **9.00am on Friday 1 September 2023** and remain open until **5.00pm on Saturday 7 October 2023** (times are ACDT) ('Closing Date and Time'). All nominations must be received by the Award Proprietors prior to the Closing Date and Time.

4.4 For businesses that do not wish to take part in the Awards, they can contact Amy Byars, Events and Partnerships Manager, Solstice Media on 0433 296 081 and inform her of this request.

## 5. Judging

5.1 The top three (3) businesses or individuals in each category, as determined by assessment of an SALIFE judging panel, will be declared Finalists in the Awards.

5.2 The judging panel will ensure finalists in each category meet the category criteria and other relevant criteria established by the judging panel.

5.3 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.

5.5 A separate independent industry panel of judges will determine which finalist will win each category.

5.6 If the judges are not satisfied that any Nominee 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. Acknowledgement

- 6.1 Businesses and individuals that take part in the Awards acknowledge that all decisions in relation to the Awards are made 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.
- 6.2 Businesses and individuals 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.
- 6.3 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. General

- 7.1 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 nominations, and reserves the right to take any action that may be available. 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.
- 7.2 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 nominations 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.
- 7.3 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.
- 7.4 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 nominating or otherwise participating in the Awards. The business hereby grants the Award Proprietors a nonexclusive, 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.

- 7.5 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.
- 7.6 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. 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.
- 7.7 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.
- 7.8 All nominations become the property of the Award Proprietors (with the exception of any intellectual property rights comprised therein). All nominations will be entered into the SALIFE 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 nominating, 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.
- 7.9 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: [salife.com.au](http://salife.com.au) and [indaily.com.au](http://indaily.com.au).