2023 Excellence Award

Terms and Conditions



- 1. Information on how to enter and prize details form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 2. The promoter is the AUSTRALIAN WOMEN'S PEST MANAGEMENT ASSOCIATION (AWPMA) (ABN 93 646 628 060) of 12 Kraft Cres Drouin VIC 3818 ("Promoter").
- 3. Entry is only open to Applicants located in Australia.
- 4. AWPMA Directors, management, and the immediate family members of those individuals are ineligible to enter. Immediate family means any of the following: spouse, child, parent, grandparent, brother or sister.
- 5. The Promotion will commence on 01/06/2023 and final entries close at 11:59pm AEST on 01/07/2023 ("Promotional Period").
- 6. By participating in this Promotion, Applicants consent to receiving marketing material and communications in relation to this Promotion.
- 7. To be eligible to enter, Applicants must be an Australian resident aged sixteen (16) years and over, identifying as female, who is currently fulfilling a role in the Pest Management industry. Eligible Applicants do not need to have an existing Australian Women's Pest Management Association membership ("AWPMA Membership") to enter the game of skill.
- 8. To be eligible to enter, Applicants must be located in Australia.
- 9. To be eligible to enter, an authorised representative of an Eligible Applicant or the Eligible Applicant must, during the Promotional Period, visit the online registration form, input the requested details (including the Eligible Applicant's full name, a valid email address and mobile number), answer a series of questions that demonstrate the Eligible Applicant's passion for their role and describes their role and experience in the Pest Control industry, and agree to the Terms and Conditions by ticking the relevant tick box ("Registration").
- 10. The Promoter reserves the right, at any time, to verify the validity of entries, authorised representative's age and place of employment) and reserves the right, in its sole discretion, to disqualify any individual or Eligible Applicant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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- 11. If there is a dispute as to the identity of an authorised Eligible Applicant, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative.
- 12. This is a game of skill and chance plays no part in determining the winner. The judging panel appointed by the Promoter will conduct the judging between 10/07/2023 and 14/07/2023. The Promoter may judge additional reserve entries and record them in order in case of an unclaimed or invalid entry. The winning Eligible Applicant will be notified in writing and by telephone within two (2) business days of the draw and their name and the associated employer will be announced on 18/08/2023 at the Gala Dinner to be held at AEPMA Pesticon 2023.
- 13. The best entry as determined by the judges will be deemed the prize winner. One (1) woman will receive a Cash Prize worth \$1000.00.
- 14. The prize is subject to the standard terms and conditions of individual prize and service providers.
- 15. The Promoter will organise the prizes for collection. Only once all handover requirements have been fulfilled, will the winner be able to collect the prize. The Prize Supplier will not be responsible or liable for any loss, damage or injury suffered by any winner as a result of accepting and/or using the prize, to the full extent permitted by law. This includes but is not limited to any tax implications arising from the prize.
- 16. The Promoter's decision is final and no correspondence will be entered into.
- 17. If any part of the prize is unavailable for any reason, the Promoter reserves the right to substitute another of equal or greater value, subject to any directions from a regulatory authority.
- 18. Total prize pool value is up to \$1000.00. The prize is not transferable or exchangeable.
- 19. If for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 20. As a condition of accepting the prize, the winner consents to the Promoter using the winning Eligible Applicant's details and their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 21. Participants acknowledge that they may be required for media interviews and/or presentations in respect of their submission, and agree to take all reasonable steps to be available for and actively participate in such media interviews or presentations. These interviews and/or presentations are to be conducted exclusively by representatives of the Promoter or Sponsors of the Prize. Participants are not to participate in publicity with representatives of other media outlets or organisations outside of the Promoter or Sponsors of the Prize.

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- 22. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to a pandemic, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Applicant; or (b) subject to any directions from a regulatory authority, extend, suspend, terminate or cancel the Promotion, as appropriate.
- 23. Any cost associated with accessing the promotional website is the Eligible Applicant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Applicant to automatically enter repeatedly is prohibited and will render all entries submitted on behalf of that entrant invalid.
- 24. Social media platforms, including but not limited to, Facebook, YouTube, Instagram, Tik Tok or Snapchat, may be used to advertise or promote the Promotion. By entering the Promotion, Entrants agree that the Promotion is in no way sponsored, endorsed or administered by those social media platforms, and any questions or comments should be directed only to the Promoter.
- 25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Applicant or authorised representative; or (f) taking/use of a prize.

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- 27. We collect personal information (as defined in the Privacy Act 1988) and other information relating to your business operations in various ways, such as in the entry form, on judging days, and in speeches and interactions with the Board and judges, in order to administer the Awards and, where appropriate, award prizes. If you do not provide the personal and business information as requested, you cannot participate in the Awards.
- 28. By participating in the Awards (including by submitting an entry), you consent for us to use and disclose your personal information to our related entities, business partners, agencies, Sponsors and other third parties engaged to provide services in connection with the Awards, in order to: (a) administer the Awards; (b) invite you to be part of our initiatives, including case studies, polls/surveys and business opportunities; or (c) improve our related entities' or Sponsors' products and services.

You agree that your consent continues until you withdraw it by notifying us.

If you wish to withdraw your consent you need to notify us in writing via email info@awpma.org.au. If you wish to withdraw your consent to receive Awards material or marketing material from our Sponsors, or to request that your personal information not be disclosed to our Sponsors in future, send an email to info@awpma.org.au.

You also agree that we and/or the judges or agencies may review publicly available information regarding you, including on websites, social media and in media activity in assessing and judging your entry.

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