

# BuyAbility Terms and Conditions

## SCHEDULE TO THE TERMS AND CONDITIONS

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| <b>Competition</b>                             | BuyAbility Above and Beyond Awards  |
| <b>Promoter</b>                                | National Disability Services (ABN: 008 445 485) of 33 Thesiger Court, Deakin ACT 2600   |
| <b>Website</b>                                 | <a href="https://survey.au1.qualtrics.com/jfe/form/SV_3RkhCNSm9NCAqR">https://survey.au1.qualtrics.com/jfe/form/SV_3RkhCNSm9NCAqR</a><br><a href="http://www.buyability.org.au/awards">www.buyability.org.au/awards</a> ; <a href="https://www.facebook.com/BuyAbility/">www.facebook.com/BuyAbility/</a> |
| <b>Terms of Entry</b>                          | <Terms and Conditions page 2><br>Entry to competition is open to: Australian residents with a <i>reasonable relationship</i> to the nominee<br>Nominees must be supported employees working in a Disability Enterprise  |
| <b>Judging Criteria</b>                        | <Terms and Conditions page 2>   |
| <b>Competition Period</b><br>(Clause 3)        | <b>Commences:</b> 11 April 2019<br><b>Entries Close:</b> 5:00 pm 16 May 2019<br><b>Ends:</b> 30 June 2019   |
| <b>Entry Method</b><br>(Clause 4)              | To enter, entrants must: nominate a supported employee and describe them in 3 words; share in a paragraph the nominee's workplace role and background; and, in one paragraph, what working with them is like. A picture must also be enclosed.  |
| <b>Maximum Number of Entries</b><br>(Clause 5) | Entries are not restricted. Duplicate entries will not be considered.   |
| <b>Judging Details</b><br>(Clause 6-7)         | See clauses 8-9 of the Terms and Conditions   |
| <b>Prize</b><br>(Clause 8)                     | <b>State and Territory winners will each receive:</b> \$50 Coles Myer Voucher<br><b>The overall winner will receive:</b> 1x 128 GB iPad 9.8 Inch and the opportunity to attend NDS's Disability at Work conference 20 June with all reasonable travel costs covered.                                      |
| <b>Prize Restrictions</b><br>(Clause 9-13)     | See clauses 9-13 of the Terms and Conditions  |
| <b>Winner Notification</b><br>(Clause 14)      | <b>State and territory winners:</b> Will be notified in writing between 13-14 June.<br><b>Overall winner:</b> Will be notified in writing by 20 June.   |
| <b>Intellectual Property</b>                   | See clauses 15-22 of the Terms and Conditions   |

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| (Clause 15-22)   |   |
| <b>Privacy</b><br>(Clause 23)                          | Your name may be used in conjunction with the Competition.  |
| <b>Additional Terms Applicable to this Competition</b> | <p><b>Disability Enterprise pledged to the BuyAbility Network:</b> An NDS member in receipt of funding from the Department of Social Services (DSS) for the purpose of operating an Australian Disability Enterprise that is a financially pledged member of the BuyAbility Network.</p> <p><b>Reasonable relationship:</b> Must be supervisor, colleague, friend, family member or carer of the supported employee. Any other relationship will be considered at the discretion of the BuyAbility Team.</p> <p><b>Duplicate nominations:</b> nominations made by the same person about the same nominee.</p> |

## GENERAL TERMS AND CONDITIONS

### Terms of entry

1. Nominated supported employees must work for a Disability Enterprise that is a pledged member of the BuyAbility network
2. When nominating you are declaring your information about the nominee to be true – any evidence found to the contrary will result in the entry being disqualified
3. The nominee has given you permission to nominate them and upload their photo
4. There is no limit to the number of supported employees an individual can nominate
5. Entries must be received by 5:00:pm 16 May 2019
6. A maximum of five finalists per state and territory will be chosen only by the BuyAbility Team
7. One winner per state and territory will be decided solely by 'likes' received on the BuyAbility Facebook page
8. One overall winner (chosen from the eight state and territory winners) will be determined by an independent judging panel
9. The decision of the judging panel is final
10. The state and territory winners will be notified in writing by 13-14 June 2019
11. The overall winner will be notified in writing by 20 June 2019
12. The BuyAbility Above and Beyond Awards is managed by National Disability Services
13. Entering the BuyAbility Above and Beyond Awards makes you subject to our privacy policy
14. You agree that by entering you are giving National Disability Services permission to put the photo and information of your nominated supported employee on the BuyAbility website and Facebook page
15. Your permission extends to the photo and information being used in other channels for the purpose of BuyAbility

### Judging criteria to determine the overall winner

16. How well the nomination reflects the supported employee's ability to go above and beyond in the workplace

17. How well the nomination demonstrates the supported employee's ability to make the workplace a better environment
18. How well the nomination reflects the work ethic of the supported employee
19. How well the nomination demonstrates a supported employee who is a positive role model for the promotion of Disability Enterprises
20. The judging panel will consist of one representative from the Department of Social Services; a corporate customer of the BuyAbility Network; an NDS Partner; and an expert in supported employment

## **Terms of access and use**

These Terms of Access and Use relate to the National Disability Services Limited ACN 008 445 485 ("NDS") website, the BuyAbility website and any other website that is part of the NDS website including, without limitation, any website that is owned or operated by or on behalf of NDS and any website available through the nds.org.au domain name and any sub-domains related to the nds.org.au domain name (collectively referred to as "this Website"). The material on this Website is copyright © NDS and other copyright owners. This Website contains intellectual property, including, without limitation, software and materials belonging to NDS and others. This Website may only be used in accordance with the following terms and conditions (these "Terms of Access and Use"). In these Terms of Access and Use we refer to the person who accesses or uses this Website as either "you" or "your", as the context may require.

## **Access and use**

1. Your access to and use of this Website and the Materials is conditional on your acceptance of these Terms of Access and Use. If you do not accept these Terms of Access and Use you must immediately cease all access or use of, and desist from any future access or use of, this Website. YOUR ACCESS OR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF ACCESS AND USE.
2. If you have purchased a license, subscription or otherwise entered into an agreement with NDS the terms and conditions of your access and use of this Website shall also be governed by the terms of that agreement. Where there is an inconsistency between that agreement and these Terms of Access and Use, that agreement shall prevail.

Subject to clause 1(b), by accessing, or by continuing to access, this Website you acknowledge and agree that you are bound by these Terms of Access and Use without any restrictions, alterations or amendments whatsoever.

## **Competition Period**

3. State nominations will open on Thursday 11 April 2019. Nominations will be accepted until AET 5:00pm on the Thursday 16 May 2019. Nominations received after this date will not be considered but may be retained for future marketing purposes at the discretion of the BuyAbility Team. Voting for State winners will commence on Monday 27<sup>th</sup> May 2019 and conclude at 5:00pm on Thursday 3<sup>rd</sup> of June 2019. State winners will be announced on Facebook the week of commencing the 10<sup>th</sup> June 2019 and will be in contention for the grand prize. The grand prize winner will be assessed by an independent panel with the winner announced on Facebook on the 20<sup>th</sup> June 2019. The competition will be conducted during the Competition Period. Any entries received after the expiry of this time will be deemed invalid.

## Entry Method

4. All entries must be received by 5:00pm on 16 May 2019 to be considered. Nominations must be completed via the registration link in the Schedule in its entirety to be considered. A confirmation email will be sent to all completed entries. If you do not receive a confirmation email, please contact the BuyAbility Team at [hello@buyability.org.au](mailto:hello@buyability.org.au) before nominations close.

## Maximum Number of Entries

5. Entrants can enter the competition multiple times but *duplicate nominations* will not be considered in the voting process. Each entry must individually meet the requirements in the Schedule and Entry Conditions to be considered.

## Judging Schedule

6. State finalists will be selected by an impartial panel of judges nominated at the discretion of BuyAbility. State winners will be selected by the number of likes received strictly on the BuyAbility Facebook post of the nomination from Monday 27<sup>th</sup> May 2019, closing at 5:00pm on 3 June 2019. In the event of a tie, the first nomination in tied first place after this time to receive a like will automatically win. This will be determined by the BuyAbility Team. The grand prize is determined by an impartial panel of judges following the selection of State winners. The entries will be assessed on the employee's ability to go above and beyond in the workplace, in what way they make the workplace better, the employees' demonstrated work ethic and the reviews included in the nomination form. (See Entry Method for further details as set out in the Schedule).
7. The Promoter and its panel of judges may, in their absolute discretion, decline to award any or all Prizes, including where the judges determine that the entry is not of publication standard. Chance plays no part in determining the Prize winners. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

## Prize

8. The prize will be awarded as specified in the Schedule. The Prize value is the recommended retail value as provided by the supplier in Australian dollars. The Promoter accepts no responsibility for variance in Prize value.

## Prize Restrictions

9. Unless otherwise specified in the Schedule, the Promoter will not be responsible for any additional costs associated with use of the Prize. Including any extra costs associated with the use of the prize.
10. No component of the Prize can be transferred or redeemed for cash.
11. All Prizes are subject to availability. In the event that any of the Prizes or part of a Prize becomes unavailable due to circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to provide a similar product to the same or

greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.

12. It is a condition of accepting the Prize that the winner (and any guests participating in using the Prize) must comply with all the conditions of use of the Prize and Prize supplier's requirements. A valid postal address must be provided to the Promoter for the Prize to be delivered via post.
13. The Promoter is under no circumstances responsible for any damages or loss of the Prize once posted to the provided address.

## **Winner Notifications**

14. Winners will be notified in accordance with the Schedule.

## **Intellectual Property**

15. NDS and others own and reserve all intellectual property rights, including, but not limited to, copyright in the Materials, the Content or services provided by this Website.
16. Except as expressly provided in these Terms of Access and Use, nothing set out in these Terms of Access and Use shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.
17. You agree that the Content and this Website are protected by copyrights, trademarks, patents or other proprietary rights and laws.
18. Except with the express written consent of NDS, you must not use this Website or the Content, for any of the following purposes:
  - a. The reproduction of the Content in any material form;
  - b. The distribution of the Content in any material form;
  - c. Re-transmission of the Content by any medium of communication;
  - d. Uploading or reposting the Content to any other site or location on the WWW, on-line service or bulletin board; or
  - e. "framing" the material on this Website with other material on any other WWW site or location, on-line service or bulletin board.
19. You must not:
  - a. Decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content;
  - b. Use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
  - c. Use any software, device, or manual process to monitor or copy this Website or the Content without NDS's prior written permission. Any unauthorised use of this Website or its Content is prohibited. Without limiting the generality of this clause you must not cache the Content of this Website without the consent of NDS;
  - d. Use any Content, or this Website, to cause offence, harm, injury, hurt, damage or loss of any kind whatsoever to NDS or to any other person;
  - e. Use any Content, or this Website, in a manner that is, in the reasonable opinion of NDS, defamatory, racist, pornographic, or that depicts acts of

violence or unlawful acts, or that may spread hatred against any person or group, or that vilifies any person, people or religion, or that may cause offence or harm;

- f. Modify, mimic or copy:
    - i. The layout of this Website; or
    - ii. Any computer software or code contained in this Website.
20. Entrants agree that they have the authority and permission to nominate and provide details about the nominee and that the entry only includes original material created by the entrant or material with formal permissions to use.
21. By submitting your entry, you grant the Promoter and assignees including without limitation:
- (a) the right to reproduce and communicate your entry to the public in whole or in part on any media platform; and,
  - (b) the right to publicise, broadcast and communicate your name or matter incidental to the Competition with no compensation to you for such use; and,
  - (c) the right to edit or adapt your entry for legal, editorial or operational reasons.
22. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

## **Privacy**

23. The promoter will collect your personal information for the purposes of the competition. This information may be stored on an internal database for internal use only and will not be provided to any third parties except where stated or agreed upon in the Schedule. Prize winners' names may be published as set out in these Terms and Conditions.

## **General**

24. You agree to indemnify the Promoter against any loss or damage resulting from any breach of the warranties above and acknowledge that the Promoter may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
25. You acknowledge that the Promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoter (in accordance with these Terms and Conditions) is at the complete discretion of the Promoter.
26. You acknowledge this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering you agree to indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property

loss, damage, personal injury or death caused to any person(s). Facebook allows the collection of votes via post likes without the requirement of a third party application. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.

27. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the Prize to the Prize winner(s), the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
28. The Promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoter assumes 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 entries.
29. To the full extent permitted by the law, the Promoter is not liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation non-receipt of any Prize or damage to any Prize in transit and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party.