# **finder Awards Terms & Conditions**

# **TERMS & CONDITIONS**

### 2018 finder Awards

# Terms & Conditions of Entry

The finder.com.au Awards (Awards) are conducted by Hive Empire Pty Ltd (ABN 18 118 725 125) trading as finder.com.au ("finder") of Level 10, 99 York Street, Sydney NSW 2000 ("finder.com.au", "finder", "We", "Us", "Our").

In these terms and conditions of entry (Terms), unless otherwise stated, a reference to "you" or "your" includes you in your personal capacity and as a representative of the business, as well as the business being entered into the Awards.

# ELIGIBILITY

- 1. Nominated businesses will be eligible to enter the 2018 finder Awards (Awards) providing all of the following criteria are met.
- 2. The nominated business or organisation MUST:
- Be domiciled in Australia;
- Operate in Australia and provide services to Australian consumers; and
- have a registered Australian Business Number.

#### ENTRY

3. Instructions on how to enter and win the Awards as set out at

www.finder.com.au/finderawards and form part of these Terms.

#### 4. By submitting an entry:

- you warrant that you are entering the Awards in your personal capacity and as a representative of the business; and
- You are authorised by your business to submit an entry;
- You agree to these terms;
- You acknowledge that We will reasonably rely on the information contained in your submission; and
- You warrant that your submission is true, accurate and current and prepared and submitted in compliance with the applicable laws.

5. Entry into the Awards is deemed acceptance of the Terms and will apply during the Period.

6. The Period commences when you submit an entry into the Awards and ends on 6 July 2018 (Period).

# ELIGIBILITY

7. In order to enter the Awards and be eligible to win, you must:

- comply with the Terms
- enter online at <u>www.finder.com.au/finderawards;</u> and

• submit your entry by 5pm Australian Eastern Standard Time on Friday 6 July 2018. Special consideration extensions may be granted at finder's discretion.

8. We reserve the right to declare any entry ineligible if, during the Period, in our reasonable opinion:

- you and/or your business owner(s) or founder(s) are considered to be unable to present or promote the Awards in a satisfactory manner;
- you and/or your business owner(s) or founder(s) have not complied with these Terms, the Guidelines or the eligibility criteria;
- the entry form is incomplete;
- information provided by you is deficient, false, misrepresentative, misleading, or provided unlawfully.

#### AWARD CATEGORIES

9. The Awards comprise the following categories:

- Best Online Shopping Innovation
- Best Banking Innovation
- Best Travel Innovation
- Best Tech Innovation,
- Best Personal Financial App
- Best Online Customer Service and
- Most Innovative Team/Person.

# LIABILITY

10. To the extent allowed by the law, We are not liable, and expressly exclude liability for, any loss, injury or damage which results directly or indirectly from the Awards, the publication of any matter related to the Awards or our reasonable reliance on your submission. For the avoidance of doubt, we are not liable for your breach of any third party intellectual property rights.

# INDEMNITY

11. You will at all times indemnify, keep indemnified, defend and hold harmless us and our respective officers, employees and agents (Indemnified Persons), from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of the Indemnified Persons arising from any claim, demand, suit, action or proceeding by any person against any of the Indemnified Persons where such loss or liability arose out of, in connection with or in respect of the Awards, the publication or promotion of any matter related to the Awards, any breach of these Terms or our reasonable reliance on your submission.

# GENERAL

12. At any time during or after the Period, we reserve the right to disqualify entries in the event for non-compliance with these Terms.

13. We may, in our discretion, withdraw any award that you have received if you, your business or your representatives are involved in any conduct or activity (including of a personal or business nature) that:

- is illegal;
- is misleading, deceptive, inaccurate or misrepresentative;
- may harm us, our name or reputation; or
- breaches these Terms,

14. If requested by us, you agree to no longer publicly promote yourself, your business or your representatives as being associated with the Awards. This clause survives the expiration of these Terms.

15. The judges' decision is final. No decision will be reviewed and no correspondence will be entered into.

16. We accept no responsibility for entries not received by us for any reason.

17. All entries become our property and, by providing a submission, you grant us an exclusive and non-revocable right to publish, promote, use and reference your submission. We do not provide feedback on entries.

18. In our sole discretion, we have the right to alter or cancel part or all of the Awards at any time.