

 **national safe
work month****2017 WORKPLACE REWARD****TERMS AND CONDITIONS OF ENTRY****This agreement**

1. Please read these Terms and Conditions of Entry for the 'National Safe Work Month Workplace Reward 2017' (the Reward) carefully before submitting an entry to participate in the Reward.
2. By submitting an entry for the Reward, you are making an agreement between yourself and the Commonwealth of Australia as represented by Safe Work Australia in which you agree to comply with these Terms and Conditions of Entry and any amendments or additions that are published on the Safe Work Australia website without notice.
3. Failure to comply with these Terms and Conditions of Entry may result in your entry being disqualified or forfeiture of the Reward.

Competition description

4. The Reward encourages businesses to build awareness of health and safety in their workplace during National Safe Work Month in October 2017.
5. Businesses participate by planning and delivering workplace initiatives that improve work health and safety. Submissions will be judged against the extent to which the initiative:
 - shared safety knowledge throughout the organisation
 - empowered staff at all levels to make good safety choices, and
 - demonstrates an enduring approach to good work health and safety.

Eligibility criteria

6. Entry to the Reward is open to any sole trader, partnership, business or other organisation operating within Australia.
7. Individuals submitting an entry on behalf of a business or organisation warrant they have permission from that business or organisation to do so.

Submitting an entry

8. Entries to the Reward open on Monday 2 October 2017 at 0900 and close at 2300 AEDT on Monday 6 November 2017. Late entries will not be accepted.
9. Each entry must:
 - relate to a work health and safety initiative that has taken place between 1 October 2017 and 31 October 2017
 - be submitted online at safeworkmonth.swa.gov.au, and
 - contain at least two photos depicting the event, and can include videos and graphics.
10. In submitting an entry you warrant that it:

- relates to an initiative genuinely undertaken at your workplace
- is true, accurate and complete, and
- is original and does not breach Australian copyright or privacy laws.

Copyright

11. In submitting an entry for the Reward, you grant to the Commonwealth of Australia, represented by Safe Work Australia, a royalty-free, perpetual, irrevocable, worldwide license (including a right of sub-license) to use, reproduce, publish, distribute, communicate and display any entry (or part thereof) in the following publications and platforms without charge:
 - Safe Work Australia Rewards and National Safe Work Month promotional material
 - any form of media coverage relating to the Rewards and National Safe Work Month (domestic and international, electronic, print, radio and television media)
 - the Safe Work Australia website
 - Safe Work Australia social media posts (e.g. on Facebook® and Twitter®), and
 - any other materials and publications associated with the Rewards and National Safe Work Month.
12. By submitting an entry for the Reward, you warrant that you hold all intellectual property rights (including copyright) in each entry submitted for the purposes of this competition. You warrant that the entry is your original work and that you have not copied any part of another person's work.
13. In reproducing or redistributing your entry, or an adaptation of your entry, Safe Work Australia will acknowledge your business/organisation as the author of that entry.

Release and permission to use images

14. You warrant that any persons appearing in media submitted as part of your entry, including photographs and video, have consented to their image being used in the entry, and agree that their image may be used for promoting the Reward and National Safe Work Month.

Waiver of confidentiality

15. The Reward competition is a matter of public record. By participating in the competition, you waive any claim to confidentiality.
16. Safe Work Australia accepts no responsibility for the disclosure of confidential information contained in your entry.
17. Safe Work Australia reserves the right to publish details of entries entirely at its discretion.

Use of personal information

18. Safe Work Australia requires entrants to provide certain information, including personal information, in the entry form. Safe Work Australia requires the information for the following purposes:
 - to identify and contact the relevant entrant for any reason related to this competition, for example, to notify successful entrants
 - to identify and contact the relevant entrant for proof and documentation in relation to a claim of copyright ownership, and
 - for the general administration and conduct of the competition.
19. When you submit an entry to the Reward, Safe Work Australia will record and use your personal information (including your email address) for the purposes of including you in the competition and, where appropriate, selecting winning entries. By submitting an entry form, you consent to:
 - the use by Safe Work Australia, and

- the disclosure to a third party, at the discretion of Safe Work Australia, of any personal information that is collected by Safe Work Australia as part of, or in the course of administering the Reward, for the purposes of:
 - a. verifying your eligibility to enter the competition
 - b. communicating with you (e.g. to seek further information about the entry)
 - c. advising you of the outcome of the competition
 - d. obtaining feedback about the competition for evaluation purposes
 - e. exercising Safe Work Australia's rights under these Conditions of Entry (including the right to publish the names of winners and reproduce competition entries for promotion purposes), and
 - f. providing names, telephone numbers and email addresses of the successful entrants to journalists to facilitate media coverage of the competition.
20. The entry form, including the personal information set out in it, will be retained by Safe Work Australia in accordance with the *Privacy Act 1988* (Cth) and Safe Work Australia's Privacy Policy available at www.safeworkaustralia.gov.au/privacy.

Record keeping

21. All records (including entry forms) will be managed and disposed of in accordance with applicable laws, including the *Archives Act 1983* (Cth).

Refusal to accept, and right to disqualify, entries in some circumstances

22. Safe Work Australia reserves the right to refuse to accept, or to disqualify, an entry at its absolute discretion, including if accepting your entry could bring the Reward or Safe Work Australia into disrepute (for example if you, your business or organisation have been found to have breached an Australian law that discredits your application for the Reward, as determined by Safe Work Australia).
23. Safe Work Australia reserves the right to refuse to accept, or to disqualify, any entry that does not comply with these Terms and Conditions of Entry.
24. If, after the Reward is awarded, the winning entrant is found not to have complied with these terms and conditions, the Reward may be forfeited and a substitute winner selected.

Evaluation and selection of a winner

25. A panel of three judges convened by Safe Work Australia's Chief Executive Officer will determine the winner of the Workplace Reward 2017.
26. Judges have complete discretion in assessing entries and determining the winner. This discretion includes the right to substitute a new winner if an entry is disqualified because the entry does not comply with these Terms and Conditions of Entry.
27. The decision of the judging panel is final and no correspondence will be entered into with unsuccessful applicants.
28. The judging panel reserves the right not to allocate the Reward.

Notification of the winner

29. The Reward winner will be announced in December 2017 and the winner will be notified in writing by Safe Work Australia.

Prize

30. The Reward winner will receive a prize pack valued at up to \$5000 (GST inclusive) for:

- registration fees for workplace representative/s to attend a work health and safety conference, expo or event, based in Australia in 2018
 - return economy airfares from the winner's nearest port, and
 - accommodation and ground transfers.
31. To claim the prize pack, the Reward winner must apply to Safe Work Australia with the details of the proposed work health and safety conference, expo or event.
 32. The Reward winner must supply fully paid invoices or tax receipts for the registration fees, airfares, accommodation and ground transfers to be reimbursed to their nominated account.
 33. The prize pack must be claimed by 30 September 2018 or will be void.
 34. The prize pack is not transferable or exchangeable and cannot be taken as cash.

Obligations of entrant

35. Should your contact details change during the promotional period, or you wish to withdraw your entry you must notify Safe Work Australia by emailing info@swa.gov.au.
36. You agree to make representatives of your business or organisation reasonably available to assist Safe Work Australia to promote the Reward and related work health and safety initiatives. This may include attendance at presentations, participating in media interviews or making other appearances related to your entry.
37. The Reward winner must acknowledge Safe Work Australia in any promotional material or media they undertake regarding the Reward.

Publication of entries and selection of winner is not an endorsement

38. You acknowledge that, by publishing entries or by allocating a winner, Safe Work Australia does not endorse any particular product, conduct, business or organisation.

Exclusion of liability

39. Safe Work Australia, the Commonwealth and its officers, employees and agents do not accept any liability, however arising, including liability for negligence, for any accident, loss, injury or damage arising at any time out of or in connection with the Reward except for any liability that cannot, by law, be excluded.