

# Australian Export Awards

## Terms of participation

### Background

The 62<sup>nd</sup> Australian Export Awards 2024 Program - is organised and run by the Australian Trade and Investment Commission (Austrade) ABN 11 764 698 227, Levels 1-2, Nishi Building, 2 Phillip Law Street, Canberra ACT 2601, Australia.

### Definitions

- “Information” is defined in clause 11 of these Terms.
- “Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding moral rights.
- “Organisation” refers to the protagonist exporter or investor organisation in the application or nomination.
- “Partners” refers to other Australian Government and State and Territory agencies active in trade and investment promotion, and Program sponsors, supporters and co-presenters working with Austrade to administer the Program. “Program” refers to the 62<sup>nd</sup> Australian Export Awards 2024 Program.
- “Program Site” means Austrade’s [www.exportawards.gov.au](http://www.exportawards.gov.au) website for the Program, including the Application submission form linked to the website.
- “Application” refers to the export or investment application or nomination provided in connection with the Program, including an outline of the situation, complications, solutions and results / outcomes, and may include photo and video content.
- “Submission Period” refers to the period during which you may submit an application on the Program Site.
- “Terms” refers to these Terms of Participation.
- “You” refers to the individual submitting an application or nomination for recognition as a part of the Program.

### Application submission

1. By submitting your application using the Program Site you are accepting these Terms.
2. If you are acting for the Organisation, you confirm that you have the authority to make the Application submission under these Terms and to provide the information and give the consents included in it on behalf of the Organisation.
3. You confirm that you have obtained prior consent to the submission of the Organisation business information for the Program.
4. You confirm that you have reviewed and that your Organisation meets the [Eligibility criteria](#).
5. Following your submission of the Application through the Program Site, Austrade and/or relevant State or Territory Export Awards program representative will contact the Organisation directly to:
  - make further enquiries in relation to the Application;
  - establish the Organisation's suitability to be featured in the Program;
  - seek further consents or releases;
  - work with the Organisation for the purpose of the Program.
6. Application submission through the Program Site during the Submission Period does not guarantee that the Organisation will be featured in the Program, or entitle you or the Organisation to any form of payment from Austrade or its Partners in relation to the Program.
7. Austrade maintains absolute discretion on deciding on an Organisation's eligibility and whether or how to feature an Organisation in the Program. For clarity, Austrade may choose at any time not to continue featuring the Organisation in the Program without prior notice to you or the Organisation.
8. Austrade may at any time without notice to you or the Organisation make modifications to the Program Site and these Terms at its sole discretion.
9. Austrade and Partners accepts no responsibility for any Application submissions not received for any reason during the Submission Period. No responsibility will be taken for lost, late or misdirected submissions.
10. Austrade does not warrant that the Application submission form will be available at all times during the Submission Period.

### **Use of information**

11. For the purposes of the Program, Austrade and Partners may collect the following information (the "Information"):
  - Organisation's business details, including business address and nature of business;
  - Organisation's representative contact details, including name, phone number and email address;
  - your name and contact details, including name, phone number and email address;
  - the Application; and

- any further details or content provided in relation to the Application to support the Program.

12. Austrade and Partners may use the Information to:

- administer the Program as set out in clause 5 of these Terms;
- publish and promote the Organisation and the Program using diverse media outlets and media releases, including on but not limited to social media channels, websites, email marketing, YouTube, as well as printed and broadcast media;
- help promote Australia internationally as an exporter and Australia as an investment destination; or
- generate written case studies for other Australian Government activities.

13. Austrade may share the Information with its Partners for the purposes of the Program and the Partners may themselves:

- publish and promote the Program using their own media channels; or
- contact you or the Organisation in relation to the Program.

14. Austrade will make available the Information within Austrade for use for its trade, investment and education promotion purposes.

## **Privacy**

15. As an Australian Government agency, Austrade is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 which regulate how Austrade may collect, use, disclose and store personal information and how individuals may access and correct personal information held about them. Austrade is authorised by law to collect your personal information to perform its functions under the Austrade Act.

16. Austrade will collect, store, use and disclose any personal information contained in the Information in accordance with its [Privacy Policy](#) for the purpose of exercising the functions and powers of Austrade, including Program administration, and trade, investment and education facilitation. Personal information may be transferred to Austrade's other offices, including overseas offices, via third party software and may, from time to time, be stored overseas through this process.

17. Where Partners receiving personal information are State and Territory agencies, they will handle such personal information in accordance with the privacy laws applicable to them.

18. If Partners are sponsors, co-presenters, contractors or other private entities, Austrade will require them contractually to handle personal information in accordance with clauses 12 and 15 above.