



These Terms and Conditions incorporate and must be read together with the details outlined on the website at temigala.com.au. Information about the awards and how to enter forms part of these Terms and Conditions. By entering you accept these Terms and Conditions. The Promoter is The Employee Mobility Institute [referred to as TEMI] (ABN 76 600 203 869) trading as TEMi and TEMi Awards, P O Box, 5153, Frankston South, Victoria, Australia.

ENTRY PERIOD

1.1 Entries open on 15 May 2023 and close at midnight (AEST) 15 August 2023.

2. AWARDS

TEMi Awards may be entered by an individual or an organisation. The awards are open to any company, agency or individual from the Global Workforce Management industry sector. All entries will be judged against the selection criteria indicated for each Award Category.

We invite entrants to nominate someone other than themselves or the organisation they work for. This may be an individual, team or organisation who is a customer of an organisation who supplies products and services to the entrant; or is a supplier of products and services to the entrant.

Submitting a nomination on behalf of a customer and/or supplier can only be done if the entrant provides the contact details of the individual of the customer/supplier with whom TEMI can liaise.

The individual, team or organisation nominated has the option to participate in the awards program. The application will only proceed if the individual, team or organisation nominated agrees to participate in a recorded interview with the TEMi Awards Committee which will be provided to the Judges for consideration.

While TEMI recognise the entrants contribution in its coverage of the award shortlists, it is the nominated customer/supplier who will be named as the winner.

2.1 Organisation Awards

a) Companies or organisations registering must be operating in the Australasian Region during the Entry Period (Organisation).

b) The Organisation must own the intellectual property (IP) of the Initiative/Program.



c) You must be an authorised representative of the Organisation to submit the entry form on behalf of that Organisation.

d) **The initiative/solution must have been applied and/or impacted the Australasian mobile workforce.**

2.2 Individual Awards

a) Entrants are individuals who work in the global workforce management industry and any related disciplines during the nomination period.

b) Individuals must own at least some of the IP of their Initiative/Program or be in the process of negotiating IP ownership with their employee. If requested, you must be able to provide details of the IP ownership of you Initiative/Program.

2.3 Joint Submissions

In the event the award application relates to an action, project, initiative, or innovation delivered for, or on behalf of, another organisation/s (ie. specialist service provider designed, implemented, or rolled out the initiative, project, action or innovation for a specific client or customer) then the application should be submitted in conjunction with one selected client/customer. **Both parties will form part of the application process.**

3. ELIGIBILITY

3. 1 Directors, officers, management, and employees of sponsors, or of agencies or companies associated with sponsors (as determined by the Promoter), and the immediate families of those people, cannot enter in the award the relevant organisation is sponsoring.

4. ENTRY / SUBMISSIONS

4. 1 To enter, you must, during the Entry Period:

a) Submit the application in one of the three ways - a written or self-recorded video application using the TEMi Awards portal or a one-on-one recorded interview with a TEMi taskforce representative.

b) Answering all selection criteria questions specific to the relevant Award selection criteria

c) Entry is free



4.2 Entries must be received during the Entry Period. Your entry is deemed to be received only when received by TEMi and/or TEMi's Promoter's database confirms receipt. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated systems or multiple aliases you may be disqualified.

4.3 At its discretion the Promoter may accept an entry or (in consultation with the entrant) change the category of an entry, following the end of the Entry Period (but before judging of entries begins).

4.4 You warrant that your entry does not breach any third party rights (e.g. intellectual property rights), and its use by the Promoter or any other person will not breach any law (e.g. it is not defamatory, in contempt of court or in breach of privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (e.g. it must not include nudity or language the Promoter deems offensive).

4.5 If there is any dispute regarding an entry, including in relation to the ownership, originality and rights of a program, the Promoter will determine in its absolute discretion whether to allow the entry to continue in the Award Program and judging process, and who will be deemed as the entrant for the purpose of entry.

4.6 You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material.

4.7 The Promoter is not liable for entries, claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible, or incorrectly submitted.

5. WITHDRAWALS

5.1 If an entrant wishes to withdraw an entry, they must do so in writing to the TEMi Awards manager at temiconnect@employeemobility.com.au before the 15 August 2023.

6. JUDGING

6.1 This is a game of skill. A judging panel appointed by the Promoter will review each valid entry and will judge the entries in accordance with the criteria specified. Chance plays no part in how the finalists or winners are selected.

6.2 There are several judging stages.



6.3 Judging of entries will take place based on the information contained in your entry. The shortlist recipients will be announced on or around the 30th September 2023.

6.4 Judging and announcement of the TEMi Awards will take place at the TEMi Awards Ceremony. Inability to attend the event does not disqualify entry. The Promoter will not provide financial assistance to any person to attend the TEMi Awards Ceremony.

6.5 Representatives of the Promoter may contact you and/or your referee/s at any time during the Entry Period or judging process to further discuss any element of your entry.

6.6 The Promoter's (and/or the Judging Panel) decision in connection with all aspects of this Award Program is final.

6.7 All shortlisted award finalists will be notified in person of their shortlisting prior to the TEMi Awards Ceremony. Award winners will be announced at the TEMi Awards Ceremony, and/or will be contacted by phone/in writing and may also be published online and in other publications by the Promoter.

6.8 Entrants may be required to provide further detail or information regarding their entry, if requested by the Promoter.

7. RECOGNITION AND PRIZES

TEMi Award recipients will receive recognition and a trophy as specified by the Promoter. Additional prizes may be donated by TEMi Awards sponsor organisations.

8. PRIVACY AND CONFIDENTIALITY

8.1 The Promoter may use (or allow others to use) high-level details about your entry (e.g. name of project, your name, your Organisation's name, your website, your logo, video explaining the program etc) to publicise the finalists and winners of the Award Program. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. The Promoter may also decide not to publish details of an entry, to cease publication of details of an entry, or to publish edited details of an entry. Unless your consent is obtained, the Promoter will not publish full details of an entry.

8.2 All judges, staff of the Promoter and volunteers assisting with the Award Program will be required to enter confidentiality agreements with the Promoter (if not already subject to suitable confidentiality terms) in which they undertake to keep



details of all entries confidential (subject to these Terms and Conditions and standard 'carve-outs' from that type of agreement).

8.3 If your entry includes any photograph or video, you must not include any other person in your photography/video unless they have consented to you submitting it in this Award Program. You must not include any person in your photograph/video who is under the age of 18 years unless you have their parent's or guardian's consent and, if the person is aged 13 or above, that person's consent.

8.4 Entry into this competition will not affect the ownership of any IP in relation to any innovation/program. Entrants are responsible for taking any steps they consider necessary or appropriate to protect their IP, such as lodging patent applications. While the Promoter will take steps to preserve the confidentiality of entries (as set out in Clause 8), the Promoter is not responsible for any loss of rights in relation to IP (including loss of the ability to obtain a patent) that may occur in connection with an entry being lodged or the entry being dealt with accordance with these Terms and Conditions. Entrants warrant that they have all necessary IP rights and permissions to enter this Award Program.

8.5 All entrants, and recipients must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. All such persons consent to the Promoter using their names and images in any promotional or advertising activity.

8.6 The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the TEMi Awards Program. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this Awards Program, communicating with you or storing data. This may include disclosures to organisations outside Australia. The Promoter's Privacy Policy see (<https://www.temiawards.com.au/privacy-policy/>) includes information about:

a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and

b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

8.7 Upon entering, you may be given the opportunity to consent to an organisation (other than the Promoter) receiving and retaining your personal information on its database. By "opting-in" to such opportunities, you consent to the relevant organisation keeping your personal information on its database and contacting you by electronic messaging.



9. GENERAL

9.1 If you or your entry or your Initiative/Program are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and the information contained within (including documentation establishing your identity and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights

9.2 You must not:

- a) tamper with the entry or judging process
- b) engage in any conduct that may jeopardise the fair and proper conduct of the Promoter or the TEMi Awards
- c) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Awards Program
- e) breach any law
- f) or behave in a way that is otherwise inappropriate

9.3 Behaviour: Whilst attending the TEMi Awards Ceremony, if you (or your companions, if applicable), in the opinion of the Promoter, are intoxicated, under the influence of alcohol or any other drug, behave aggressively, or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this Awards Program, is contrary to law or is otherwise inappropriate, the Promoter may invalidate your entry and/or restrict you (and your companions) from participating further in the TEMi Awards Ceremony, at its discretion. The Promoter may disqualify all entries from, and prohibit further participation in this Awards Program by, you or any or all your companion/s if any of them breaches these conditions, whether or not legally bound by them.

9.4 Photography: Whilst attending the TEMi Awards Ceremony, your image will be captured by a professional photographer and/or videographer. By attending the TEMi Awards ceremony you agree that TEMi (and any authorised agents) have the right to capture your image and utilise the photos and videos of yourself during the evening and that these photos and videos may be used, with or without your name



for any lawful purpose, including such purposes as publicity, illustration, advertising or website content.

10. LIABILITY

10.1 If this Promotion or the TEMi Awards Ceremony cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud, government directives, public health concerns or technical failure, the Promoter may end, change, suspend or cancel the Awards Program and or the TEMi Awards Ceremony or disqualify affected entries/entrants.

10.2 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth).

10.3 Subject to the clause 10.2, the Promoter and the agencies and companies associated with this Awards Program are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Awards Program or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

10.4 The Promoter may communicate or advertise this Awards Program using Social Media Platforms including Facebook, LinkedIn or Instagram. However, the Award Program is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform. You provide your information to the Promoter and not to a Social Media Platform. You completely release all Social Media Platforms, including Facebook and Instagram, from any and all liability.