



AVA Annual Conference VetEd Talks 2019 - Terms & Conditions

1. Information on how to apply for this Session and Award details form part of these Terms and Conditions of entry (Terms). These Terms apply to the Session and an application for the Session is deemed acceptance of these Terms.

2. The promoter is the Australian Veterinary Association (ABN 63 008 522 852) of Unit 40/6 Herbert Street, St Leonards NSW 2065 (the "**Promoter**" and "**AVA**").

Key dates

3. The Session application period will be open from Friday 8 February and will close Midnight (Eastern Standard Time) on Monday 25 March 2019 (the "Application Period").

Who can enter

4. Entry is open to the following (the "**Eligible Applicants**"):

- (a) active, valid and current members of the Promoter (Members).

By applying for this Session, the Eligible Applicant represents and warrants that they are eligible to apply.

Releases and indemnities

6. Eligible Applicants acknowledge that they may be subject to data charges depending on their own individual arrangements for internet access if entry is online or by email.

7. Eligible Applicants will retain copyright of their Materials, however, by applying, all Eligible Applicants licence the Promoter a worldwide royalty-free perpetual licence to edit, publish and use each application in any and all media (including print and online) for publicity and news purposes, including a video of the Speaker's presentation. The Promoter reserves the right to publish Eligible applications (or part thereof) notwithstanding that publication is not an indication that the Eligible Applicant has received an award.

8. The Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same. The Promoter, partners and sponsors are not liable to pay any Eligible Applicant, Finalist or Speakers any fee, royalty or other form of remuneration for this right.

9. Eligible Applicants are responsible for ensuring they are able to accept the Award as set out and in accordance with these Terms, in the event they are unable to do so then the Promoter reserves the right to select another Applicant.

10. Eligible Applicants agree to abide by each and all these Terms. Misrepresentative or fraudulent applications will cause an Eligible application to be invalidated. Offering or receiving any incentive for voting (including to the selection committee and any judging staff) is not permitted and will invalidate the vote, and may disqualify the Eligible Applicant receiving the vote. The Promoter reserves the right, with or without cause and in its absolute discretion, to exclude Eligible Applicants and withhold Awards for violating any of these Terms. The Promoter reserves the right to amend these Terms. Any amendments will be published on the Promoter's website (the "**Website**").



11. The Promoter's decision is final and binding on the Eligible Applicants. No correspondence will be entered into.
12. The Promoter can at any time cancel, modify or supersede the Session (including altering awards) if, in our sole discretion, the Session is not capable of being conducted as specified.
13. The Promoter may (without limitation) remove any Materials from the Website, the AVA Conference Display or from any publication without notice.
14. The Promoter will not be liable for any loss or damage to the Materials howsoever caused.
15.
 - (a) Each Eligible Applicant indemnifies the Promoter and its affiliates and agrees to hold them harmless from and against all losses, costs, proceedings, damages, expenses or liabilities howsoever incurred by the Promoter or any of its affiliates as a result of any claim by a third party resulting from the Eligible Applicant's breach or failure to observe any of the obligations in these Terms.
 - (b) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act*, as well as any other implied warranties under the *ASIC Act* or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
 - (c) The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any award/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

How to apply

16. To submit an application for this Session and be eligible to be selected as a Speaker, Eligible Applicants must:

Application Criteria:

submit a video of maximum two-minute duration. In the video Applicants should introduce:

- Themselves
- Their presentation topic
- Why they feel passionate about the topic
- Why they would like to share this with the veterinary community



A selection committee will shortlist the eight speakers against internal selection criteria by Monday 15 April 2019.

This is collectively known as an **Eligible Application**.

17. The Promoter accepts no responsibility for any applications not received for any reason during the Application Period. Eligible Applications will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

18. Incomplete, illegible, indecipherable or incorrect applications, or applications containing offensive or defamatory comments, or which breach any law or infringe any third party rights (including intellectual property rights, moral rights, copyright or privacy) and/or which fail to meet the requirements for an Eligible Application are invalid. Any Eligible Applicant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

19. Eligible Applicants must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk. An Eligible Application must not depict people or branded products or signs.

20. An Eligible Application must not communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoter wishes to associate. Eligible Applicants must familiarise themselves with the [Love is Blind campaign](http://loveisblind.org.au/) (<http://loveisblind.org.au/>) which details certain animal breeds that will no longer be depicted in AVA communications.

Selection Process

21. The Speaker selection process is based on merit, and chance plays no part in determining the Finalists and Speakers. Each Eligible Application will be assessed by a selection committee based on the Speaker Selection Criteria. The selection committee will select eight (8) Finalists based on the Selection Criteria.

22. The Speaker Selection Criteria are based on ideas which:

- are inspiring and innovative; and
- have brought a positive impact to the veterinary profession; and
- could have made a difference previously or could change future perceptions that will have an impact on our audience

23. Finalists will be notified by the email or telephone contact details they provided upon Application within 5 days after the Closing Date. All reasonable endeavours will be made to contact the Finalists within this period. If a Finalist cannot be contacted or is not available, the Promoter reserves the right to select another Finalist from the pool of Eligible Applications that were received before the Closing Date. All Finalists who agree to present are known as "Speakers".

24. Speakers who are not registered to attend the Conference receive free admission to the Session.



Judging Process

25. The audience will choose the most entertaining, inspirational and enjoyable presentation via a people's choice online survey.

26. At least one (1) Speaker will receive an award. The Promoter will decide the winner based on peoples' choice.

The Award consists of:

- A Certificate of no monetary value
- Promotion of the Award on
 - AVA Conference website – conference.ava.com.au
 - AVA social media channels

27. If an Eligible Applicant would like to remove their Application from the pool of Eligible Applications before the Closing Date, Applicants should email their request to events@ava.com.au at their earliest convenience. Removing an Application from the Session will render the entire Eligible Application void. Applicants will not be able to remove their Materials (or any part thereof) after the Closing Date.

28. All Materials that are submitted by Eligible Applicants other than the Materials of the Finalists will be deleted by the Promoter.

General terms

29. The Award is non-transferable and there are no cash alternatives to the Award in whole or in part.

30. The Speakers will be required to participate in a reasonable level of publicity relating to this Session.

31. All VetEd talks will be recorded and will be available for download from the AVA Website.

32. The Promoter collects personal information in order to conduct the Session and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Award suppliers and, as required, to Australian regulatory authorities. Application is conditional on providing this information. By entering, Eligible Applicants consent to the Promoter, for an indefinite period, unless otherwise advised, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Applicant and for such other purposes as set in the Promoter's Privacy Policy (full Privacy Policy is available at (<http://www.ava.com.au/privacy-policy>)). Eligible Applicants should direct any request to access, update or correct information by contacting the Promoter via email to events@ava.com.au

33. These Terms are governed by the laws in the State of New South Wales.