



## Terms and Conditions | Governance Top 100 – 2021

### 1.0 Definitions

**ASX Listed** means a company listed on the Australian Stock Exchange.

**Event** means Governance Top 100 - 2021, which is a competition of skill where governance professionals who are employed in an in-house governance role who are nominated (self-nominated or third party nominated) based on the terms and conditions of the Event and a winner is selected by the Judging Panel. The Event is designed to recognise individual governance professional's commitment and contribution to the governance profession in Australia.

**Event Website** means [www.governancetop100.com.au](http://www.governancetop100.com.au).

**Force Majeure Event** means an event beyond the reasonable control of a party including:

- (a) act of nature;
- (b) war or terrorism;
- (c) national emergency;
- (d) epidemic; and
- (e) act or inaction of government or regulatory agency;

which directly affects the party's ability to perform its obligations arising under this Agreement and cannot be mitigated by taking reasonable steps.

**Judging Panel** consists of one senior representative from the Organiser and each of the Sponsors.

**Organiser** means 3YS Owls Pty Ltd (ACN 630 849 688).

**Sponsors** means each of the following:

- (a) Computershare Investor Services Pty Limited
- (b) Marsh Pty Ltd
- (c) McCullough Robertson Lawyers
- (d) NASDAQ Pty Ltd.

### 2.0 Event Terms and Conditions

By entering the Governance Top 100 Event (Event), the nominee agrees to these terms and conditions, the Event Website terms of use and privacy policy. If you are nominating a third party, you acknowledge that they agree to be bound by these terms and conditions.

#### Nomination Criteria

1. The nominee must be 18 years and over.
2. The nominee must be an Australian resident or citizen, or if an overseas resident work for an Australian registered entity.
3. The nominee must be a governance professional (for example: a company secretary, assistant



company secretary, general counsel, risk manager, chairperson, director, CFO or other C-Suite executive) working in-house for an Australian entity. This may include a government agency, public sector entity, not-for-profit, small or large proprietary company, public unlisted or ASX Listed company.

4. The nominee can be nominated as an entrant into the Event only once. Only the first valid entry will be accepted.
5. The nominee can be self-nominated or peer nominated, with their consent.
6. There is no entry fee.
7. Entry for nominations commences on 16 August 2021 at 10:00 a.m. (AEST) and closes on Friday 8 October 2021 at 5:00 p.m. (AEST). The Organiser reserves the right to amend the closing date to such date as it in its sole discretion determines. If the closing date is changed then notice will be provided via the Event Website.
8. To nominate, an online nomination form is required to be completed. The nomination form is available [here](#). The nomination will include submission of the following information:
  - (a) Full Name
  - (b) Email address
  - (c) Contact phone number
  - (d) Name of Entity
  - (e) Entity Type
  - (f) Annual revenue band
  - (g) Your current position
  - (h) Tenure in current role
  - (i) Number of years' experience
  - (j) Job function
  - (k) LinkedIn profile (if applicable)
  - (l) Upload your headshot
  - (m) Professional qualifications
  - (n) Memberships of professional associations
  - (o) Confirmation that you work in-house
  - (p) Industry
  - (q) No. of employees
  - (r) Provide responses to the following:
    - (i) How have you contributed to enhancing governance within your organisation in the last 12 months and how has that benefited your organisation (up to a maximum of 250 words).



- (ii) What would it mean to you as a governance professional to be named the winner of Governance Top 100? (in 25 words or less).

A nomination will be excluded if:

- (i) It is received after the closing date;
- (ii) It is incomplete in any respect;
- (iii) If it does not fulfill these terms and conditions.

## Prize

The prize is a choice of an Apple iPad (10.2-inch Wi-Fi 32GB) and AirPods with charging case or a reMarkable 2 and Marker.

The total prize is valued at \$760 (inclusive of GST).

The prize is non-refundable and non-transferable.

The prize is not redeemable for cash.

Should the prize not be available, the Organiser will substitute another prize up to the same value at its absolute discretion.

The Organiser does not warrant or represent the quality, suitability or merchantability of the prize.

The winner will also receive an award, which will be posted to the winner's nominated address as soon as practicable after the winner has been announced.

By accepting the prize, the winner agrees to participate in and co-operate as reasonably required in all marketing and promotional events relating to the Event and the award of the prize including, but not limited to being interviewed, photographed and filmed/videoed. The Organiser and the Sponsors reserve the right to utilise your comments, name and image and if consented to, your company for advertising, publicity and marketing.

## Judging Panel

The winner will be judged by the Judging Panel by Friday 22 October 2021 at 5:00 p.m. (AEST).

The decision of the Judging Panel is final.

## Notification and Publication of Winner

The winner will be announced at the Webinar to be held on or about Friday 29 October 2021.

The winner will also be notified by phone call or email.

The winner's details will be published on the Event Website.

Each nominee acknowledges that the Organiser and Sponsors may film, video and photograph the Event and any webinars or other events held as part of the Event. You consent to being filmed, videoed or photographed by the Organiser, the Sponsors' (or their representatives). You consent to the Organiser and the Sponsors' use, reproduction or publication of your name, likeness, image and/or voice in such photographs or films for the purpose of promoting and marketing the Event and the Organiser's or Sponsors' services. No remuneration is payable for such use, including, but not limited to the Event Website and other Event social media platforms



and the websites and social media platforms of the Sponsors, together with other promotional and marketing material, at the sole discretion of the Organiser and the Sponsors.

The Organiser and the Sponsors accept no responsibility for late, incomplete, incorrect or delayed entries.

### **Release and Indemnity**

Neither the Organiser nor the Sponsors will not be liable for any cost, loss or expense arising out of participation in the Event or the acceptance of the prize including damage or injury suffered or sustained including personal injury, loss of opportunity or profit or damage to property whether direct or indirect or any consequential loss or damage.

The Organiser may cancel or suspend the Event for any reason, including but not limited to a Force Majeure Event.

### **Collection of data via online nomination**

The Organiser uses SurveyMonkey, located in the United States of America to administer the Event nomination data. By completing this survey, you agree to the transfer of information and that Australian Privacy Principle 8.1 (Cross-border disclosure of personal information) will not apply to this disclosure. A full copy of SurveyMonkey's privacy policy can be found [here](#).

### **Jurisdiction**

These terms and conditions are governed by the laws of Queensland, Australia.