




SYDNEY FISH MARKET
**SEAFOOD
EXCELLENCE
AWARDS**
2015

AWARD TERMS AND CONDITIONS FOR PARTICIPANTS IN PEOPLE'S CHOICE AWARD BEST SEAFOOD RESTAURANT

1. BEST SEAFOOD RESTAURANT

The *Sydney Fish Market (SFM)*, *Seafood Excellence Awards* honour outstanding achievements in the seafood industry.

The *People's Choice Award Best Seafood Restaurant (Award)* gives consumers the chance to vote for their favourite Seafood Restaurant in NSW subject to these Terms and Conditions.

2. ELIGIBILITY CRITERIA

To be eligible for the Award, a Seafood Restaurant must:

- (a) consistently purchase seafood from either:
 - (i) SFM (either through its auction or direct sales system); or
 - (ii) a SFM wholesaler; and
- (b) promote seafood including on its seafood menu in compliance with the Australian Fish Names Standard.

Permitted and Excluded Nominees

A Nominee may be associated with or related to a director or shareholder of SFM, but not any employee of SFM.

3. NOMINATION PROCESS

3.1 A Seafood Restaurant must:

- (a) nominate itself by completing and signing a Nomination Form; (**Nomination**); and
- (b) lodge the Nomination Form and Supporting Documentation by email **to: awards@sydneyfishmarket.com.au** no later than midnight on **Thursday 25 June 2015 (Nomination Cut Off Date)**;

3.2 Nomination Forms must be typed.

3.3 SFM will notify the Seafood Restaurant in writing if it has accepted it as a Nominee within [5] days of the Nomination Cut Off Date if SFM is satisfied in its absolute discretion that:

- (a) the Nomination Form and required Supporting Documentation has been properly completed and submitted to SFM; and
- (b) the Nominee complies with the Eligibility Criteria.

4. DISQUALIFICATION AS A NOMINEE

SFM reserves the right to disqualify a Nominee, if during the Award Period, SFM determines in its absolute discretion that the Nominee:

- does not meet the Eligibility Criteria;
- has provided untrue, incomplete, inaccurate, misleading or deceptive Supporting Documentation;
- engages in any conduct which it considers may bring into disrepute the integrity, credibility, reputation, goodwill or good standing of the Award process, SFM or other participating Seafood Restaurants;
- attempts to procure Customers to vote or induce Customers to vote for the Nominee by offering gifts, promotions, discounts, or other incentives excluding those offered to Customers in the ordinary course of business of the Seafood Restaurant which are not associated with or relating to the Award;
- engages in unlawful, fraudulent, misleading, deceptive or other improper conduct relating to the Award;
- otherwise fails to comply with these Terms and Conditions.

5. VOTING PROCESS

- (a) Each Nominee must:
- (i) prominently display in or at the Seafood Restaurant, the marketing and promotional material provided to it by SFM which relates to:
 - (A) the Award; and
 - (B) the Prize Giveaway Terms;
 - (ii) not provide, gifts, promotions, discounts or any other incentives to Customers to induce them to vote for the Nominee unless these are offered to all Customers in the ordinary course of business of the Seafood Restaurant and are not associated with or relating to the Award; and
 - (iii) comply with these Terms and Conditions and the Eligibility Criteria during the Award Period.
- (b) A Nominee may disclose to Customers any incentives to vote provided by SFM pursuant to the Prize Giveaway Terms or otherwise.

6. VOTING OPEN AND CLOSE DATES

- Customer SMS voting will **OPEN – Wednesday 1 July, 2015 (Voting Open Date)**
- Customer SMS voting will **CLOSE – Thursday 13 August, 2015 (Voting Cut Off Date)**

7. WINNER DETERMINED

Subject to these Terms and Conditions:

- (a) SFM will determine the total number of valid votes submitted by Customers for each Nominee during the Voting Period;
- (b) SFM may cancel any votes in its absolute discretion to preserve the integrity, credibility, reputation, goodwill and good standing of the Award and SFM;
- (c) the 3 Nominees that receive the highest number of votes (as determined by SFM), will be invited to the Award Ceremony. The 3 Nominees (or a person on behalf of a Nominee as agreed with SFM) must attend the Award Ceremony
- (d) the Nominee with the most valid votes for the Award (as determined by SFM) will be declared to be the Winner at the Award Ceremony;
- (e) SFM reserves the right to keep details of the votes cast and related communications in respect of the Award confidential and to only disclose the identity of the Winner;
- (f) SFM grants the Winner a non-exclusive, non-transferable, royalty free, revocable licence to use, the SFM IP (**Licence**) whilst it remains the current Winner of the Award or until SFM notifies the Winner in writing that it revokes the Licence, after which the Winner must cease to use and destroy the SFM IP.

8. DISQUALIFICATION AS A WINNER

SFM reserves the right to disqualify a Winner and withdraw the Award and the Licence, if at any time, SFM determines in its absolute discretion that the Winner:

- failed or ceases to meet the Eligibility Criteria;
- provided untrue, incomplete, inaccurate, misleading or deceptive Supporting Documentation;
- engages in any conduct which it concludes may bring into disrepute the integrity, credibility, reputation or good standing of the Award, SFM or other participating Seafood Restaurants;
- attempted to procure Customers to vote or induced Customers to vote for the Winner by offering gifts, promotions, or incentives excluding those offered to Customers in the ordinary course of business of the Seafood Restaurant which were not associated with or relating to the Award;
- engages in unlawful, fraudulent, misleading or deceptive conduct or other improper conduct relating to the Award;
- otherwise fails to comply with these Terms and Conditions;

9. SFM DETERMINATIONS

SFM is the sole arbiter in respect of any determination or decision in respect of the Award and SFM's determinations and decisions under these Terms and Conditions are final, binding and not appealable. No discussion or correspondence will be entered into.

10. RIGHT TO SUSPEND

SFM in its absolute discretion may suspend or cancel the Award for any reason.

11. CONFIDENTIALITY

Each Seafood Restaurant must keep all information and communications between itself and SFM confidential including SFM's determinations and decisions pursuant to these Terms and Conditions and must not disclose, that information or communications to any other person without the prior written consent of SFM or unless required to be disclosed by any applicable law.

12. CONCERN

If any Seafood Restaurant has any issue, complaint, concern or grievance (**Concern**) relating to the Award it must communicate solely with SFM in respect of the Concern and keep those communications confidential unless otherwise agreed in writing with SFM and cooperate with SFM to assist resolution of the Concern.

13. INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS

- (a) Each Seafood Restaurant :
- (i) acknowledges SFM's title to and interest in the SFM IP and must not represent itself as the owner of or having any interest in the SFM IP except as otherwise agreed in writing with SFM;
 - (ii) must not use or allow the use of the SFM IP in a manner that is contrary to or conflicts with or in any way damages the title or interest of SFM in the SFM IP;
 - (iii) must do all acts and things that may be reasonably required by SFM to ensure the protection of the SFM IP;

- (iv) agrees that any information provided to SFM by the Nominee in respect of the Award, may be used by SFM for promotional purposes and may be given by SFM to its sponsors and the media; and
- (v) agrees:
 - (A) for their photographs and details to be used in the promotion of Award;
 - (B) to be involved in any SFM promotional events and activities relating to the Award;
 - (C) to be part of any media publicity relating to the Award;as reasonably required by SFM.

14. PRIVACY

SFM's privacy policy contains details on how SFM handles information at <http://www.sydneyfishmarket.com.au/privacy> [For example, disclosure of personal information etc]

15. VARIATION

SFM reserves the right to amend these Terms & Conditions at any time by notice in writing to all Seafood Restaurants including any variation to dates, times and locations.

16. EXCLUSION OF LIABILITY

SFM is not liable to any Seafood Restaurant for any direct, indirect, incidental, special or consequential loss or damage or bad publicity including any damage that results from any wrongful or negligent act or omission of SFM or any of its officers, employees, agents or contractors directly or indirectly arising out of or in connection with these Terms and Conditions (including the disqualification of a Nominee or Winner or suspension or cancellation of the Award) the Award and the Award process (including the related Nomination and voting processes) and the Prize Giveaway Terms.

17. BINDING

Each Seafood Restaurant by submission of a Nomination Form to SFM agrees to be bound by these Terms and Conditions until expiry of the Award Period except in relation to any confidentiality provisions pursuant to these Terms and Conditions which will continue after the Award Period.

18. GOVERNING LAW AND JURISDICTION

These Terms & Conditions are governed by and must be construed in accordance the laws in force in New South Wales and the parties submit to the jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions, its performance or subject matter.

19. DEFINITIONS

Australian Fish Names Standard means the Australian Fish Names Standard AS SSA 5300, made by the Australian Fish Names Committee established under Seafood Services Australia, as amended or replaced from time to time;

Award Period means the period commencing on the date the Award is opened for nominations as announced by SFM on its website until the Awards Ceremony;

Awards Ceremony means the exclusive, invitees only *Sydney Fish Market, Seafood Excellence Awards* ceremony to be held on Thursday 27 August, 2015;

Concern has the meaning given to that term under clause 12;

Customers mean customers of Seafood Restaurant s;

Eligibility Criteria means the eligibility criteria for the Award set out in clause 2;

Seafood Restaurant means a person, partnership; business or organisation that features seafood on at least 50% of its menu in a restaurant in New South Wales which is the subject of a Nomination pursuant to clause 3;

Nomination has the meaning given to it under clause 3 above;

Nomination Cut Off Date has the meaning given to it under clause 3 above;

Nomination Form means the nomination form for the Award set out in Schedule 1 to these Terms and Conditions which may also be available:

- at www.seafoodexcellenceawards.com.au; or
- by contacting **Event Co-ordinator, Seafood Excellence Awards via email** awards@sydneyfishmarket.com.au

Nominee means a Seafood Restaurant which has been accepted by SFM and continues for the Award Period to be accepted by SFM as a nominee for the Award subject to these Terms and Conditions;

Prize Giveaway Terms mean the terms and conditions relating to the People's Choice Awards SMS Voting Prize Giveaway which are available at www.seafoodexcellenceawards.com.au and are applicable as between Customers and SFM;

SFM IP means any trademarks or logos owned by SFM or relating to the Award (including any promotional or marketing materials containing any trademarks or logos owned by SFM or relating to the Award);

Supporting Documentation means:

- any replies by a Seafood Restaurant to queries from SFM;
- any supporting document for a Nomination including photographs, reports or marketing material; and
- the latest seafood menu of the Nominee;

Terms and Conditions mean the terms and conditions set out in this document including Schedule 1;

Voting Cut Off Date has the meaning given to it under clause 6;

Voting Open Date has the meaning given to it under clause 6;

Voting Period means the period commencing on the Voting Open Date and ending on the Voting Cut Off Date; and

Winner means the winner of the Award announced by SFM at the Awards Ceremony.

SCHEDULE 1: NOMINATION FORM

PEOPLE'S CHOICE AWARD BEST SEAFOOD RESTAURANT

Please complete and attach this form to your nomination.

Nominations for *People's Choice Award – Best Seafood Restaurant* must be received no later than **midnight (AEST), Thursday, 25 June 2015.**

Nominations addressing the key judging criteria of this award must be typed and submitted via email to:

Seafood Excellence Awards Event Co-ordinator at awards@sydneyfishmarket.com.au

Please remember to attach all requested documentation to accompany your application.

Nominations not adhering to the key judging criteria and without the requested documentation will not be accepted.

NOMINATION

This nomination is self-nomination only.

CONTACT DETAILS

NAME OF ENTITY BEING NOMINATED:

NOMINEE'S ADDRESS

STREET:

SUBURB:

STATE:

POSTCODE:

NOMINEE'S WEBSITE:

NOMINEE'S CONTACT

FULL NAME:

POSITION:

PHONE NUMBER:

EMAIL ADDRESS:

ELIGIBILITY CRITERIA

Does the seafood restaurant purchase seafood through:

Sydney Fish Market Pty Ltd directly? (Either through its auction or direct sales systems): YES

Please state Buyer Name:

Please state Buyer Number:

OR

A Sydney Fish Market wholesaler? YES

Please state wholesaler's name:

The seafood restaurant must feature seafood on at least 50% of its menu. YES

The seafood restaurant must adhere to the Australian Fish Names Standard. YES

The latest seafood menu of the seafood restaurant must be supplied with this application. YES

CERTIFICATION OF INFORMATION

I certify that the information provided in this nomination form and the supporting documentation accompanying this nomination application are, to the best of my knowledge, correct.

FULL NAME:

SIGNATURE:

DATE:

AWARD CONTACTS

AWARD ENQUIRIES:

Petrina Bull
Event Co-ordinator,
2015 Seafood Excellence Awards
Sydney Fish Market Pty Ltd
Phone: (02) 9004 1143
Email: awards@sydneyfishmarket.com.au

PR/MEDIA ENQUIRIES:

Philippa Naylor
Account Director
POP Agency
Phone: (02) 8204 3800
Direct: (02) 8204 3890
Email: philippan@thepopagency.com