

Pro Bono Australia produces the Impact 25 Awards. Since 2014, the Impact 25 awards have showcased individuals who are working to make the world a better place. Every day these people serve as a powerful force for good in communities across Australia and in countries around the world. They are attempting to solve today's greatest challenges through innovation, influence, collaboration and by catalysing social change.

Dozens of Australia's social sector leaders, including Rosie Batty, Tim Costello, Julia Gillard have been recognised for their outstanding contribution and impact when addressing some of society's greatest needs. The 2018/19 Awards had 337 nominees with 32,000 votes cast across Australia for the Impact 25 winners!

These Terms And Conditions of Participation set out the rules that govern participation in, and judging of the 2019 Impact 25 Awards.

1. Definitions

- 1.1 Awards means the Impact 25 Awards produced by Pro Bono Australia, including the Top 150, Judges Award and any special award granted.
- 1.2 Category means an award category as described in clause 5.
- 1.3 Pro Bono Australia means Pro Bono Australia Pty Ltd, ABN 53 090 770 666.
- 1.4 Impact 25 Award means an award granted to each of the 25 Nominees that received the most votes.
- 1.5 Judge means a person appointed by Pro Bono Australia to act as a judge in the Awards.
- 1.6 Judges Choice Award means an award selected by Judges and granted to one recipient in each Category.
- 1.7 Nominator means a individual that nominates a Nominee.
- 1.8 Nomination Period means the period between 28 November 2019 and 5pm AEDT on 10 December 2019.
- 1.9 Nominee means an individual that has been nominated to participate in the Awards as a nominee.
- 1.10 Participant means a person that participates in the Awards, including as a Nominator, Nominee or Voter.
- 1.11 Privacy Policy means Pro Bono Australia's privacy policy as updated from time-to-time, which can be accessed at <https://probonoaustralia.com.au/privacy>.
- 1.12 Terms means these Impact 25 Awards Terms and Conditions of Participation.
- 1.13 Top 150 means the group of 150 Nominees on which Voters can vote to be a Winner.
- 1.14 Voter means a person that votes for a Nominee.
- 1.15 Voting Period means the period between 21 January and 4 February 2020.
- 1.16 Website means <https://www.pbaimpact.com>.
- 1.17 Winner means a Nominee that is determined to be an Award winner in accordance with clauses 7.2 and 8.4.

2. Participation

- 2.1 These Terms shall govern all aspects of participation in the Awards.
- 2.2 Each Participant that takes part in the Awards must accept these Terms in order to participate and:
 - a) Be an Australian resident;

- b) Be no younger than 18 years of age;
- c) Not have filed for bankruptcy in the past 5 years; and
- d) Not have been subject to a court ruling or judgement against them in the last 12 months.

2.3 Pro Bono Australia may at its sole determination, disqualify any Participant that:

- a) Bullies, defames or otherwise acts inappropriately toward any other Participant;
- b) Spams Pro Bono Australia or any other Participant; or
- c) Breaches any provision of these Terms.

2.4 Pro Bono Australia accepts no responsibility for:

- a) Inaccurate information provided by a Participant; or
- b) The behaviour or any act performed by a Participant or any third party in relation to the Awards.

2.5 The Participant warrants that they have all necessary intellectual property rights in the information and materials provided to Pro Bono Australia for the purposes of nominating a Nominee or otherwise participating in the Awards. The Participant grants Pro Bono Australia all intellectual property rights necessary to use and edit the intellectual property for the purposes of creating a Nominee profile for the Top 150, promoting the Awards, a Winner or Pro Bono Australia.

3. Key Dates

28 November 2019: Nominations period begins.

12 December 2019: Nominations period ends at 5pm AEDT

21 January 2020 : Top 150 Nominees announced. Public voting on Nominees opens.

4 February 2020: Voting closes at 5pm AEDT

19 March 2020: Public Announcement of all Winners.

Pro Bono Australia reserves the right to change or extend any of the above dates by written notice published on the Website.

4. Nomination

4.1 A Nominator may nominate up to 2 separate, eligible persons to be a Nominee, including the Nominator themselves.

4.2 Nominations must be made no later than 5pm on 12 December 2019.

4.3 The Nominator must complete the nomination form accessible at <https://probonoaust3252.typeform.com/to/zGGW7r>, by providing a description of the Nominee, why the Nominee meets the criteria to be a Winner in at least one Category, and any supporting information such as:

- a) Webpage URLs;
- b) Images; or
- c) Document files.

4.4 The Nominator must ensure all information provided to Pro Bono Australia is accurate and up to date, including (without limitation):

- a) The spelling of each Nominee's full name;
- b) The description of the Nominator's service and achievements that meet the criteria to win in a Category; and

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c) Any additional information provided.

4.5 All supporting material uploaded with the nomination form must be labelled with the name of the Nominee and any necessary details.

4.6 Nominations that contain offensive material, propagate hate messages, make defamatory statements, or are otherwise offensive will be disqualified, and are not eligible to win.

4.7 Pro Bono Australia may determine a Nomination to be disqualified at any time during the competition without notice to Participants.

4.8 Pro Bono Australia shall maintain the anonymity of each Nominator.

5. Award Categories

5.1 Each Nominee should meet the criteria of at least one of the following categories:

a) Innovator: Someone who has seen innovation as ‘problem solving’. He or she is driven by solutions. They think of problems as opportunities to improve processes. Instead of complaining about a practice, they take the initiative to map out a new way to overcome a key challenge/s. They could also take emergent technologies to develop new ways to approach emerging or current issues thinking beyond what is now to what could be.

b) Influencer: A person who understands the byways and back-channels of influence, the ways and means of money, political power and carries with them the often invisible elements of leadership – what it looks like, how to get it, how to use it and how to support it in others.

c) Collaborator: Someone who has the capacity to lead collaboratively and to effectively work across sectors/groups/organisations. They avoid piecemeal or siloed solutions so they may address a problem at scale. Their outcomes have been “greater than the sum of the parts” based on the collaborations they have developed.

6. Nominee Eligibility and Winner Obligations

6.1 Pro Bono Australia will notify each Nominee of their nomination once the Top 150 are announced.

6.2 Following notice of their nomination the Nominee must:

a) Confirm their acceptance of the Nomination; and

b) Provide any additional information required by Pro Bono Australia, including for the purposes of creating the Nominee’s profile for voting purposes.

6.3 In order to be eligible to win an Award each Nominee must meet the following criteria:

a) Have complied with clause 6.2; and

b) Not have won an Impact 25 award in the past two years.

6.4 Following announcement of the Top 150, each remaining Nominee must complete a questionnaire in order to be eligible for the Judges Choice Award. Each Winner that fails to provide such a completed questionnaire will not be eligible for a Judges Choice Award,

6.5 Each Winner will be expected to make themselves available to undertake a reasonable amount of media and communications activities in order to promote the Awards following their announcement. Pro Bono Australia and each Winner shall work together and make best endeavours to organise such media and communications events.

6.6 The manner and details of each award announcement is at the discretion of Pro Bono Australia. The Nominee understands that each type of award may not be publicised in the same manner as another.

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7. Judging

7.1 Once the Nomination Period has closed, Judges will review all Nominees and make a determination on which Nominees qualify for the Top 150.

7.2 Once the Voting Period has ended Judges will assess the Winners of the Impact 25 Awards to select one recipient of a Judge's Choice Award in each of the Categories.

7.3 Judges will conduct their own investigations and employ their own knowledge of the Australian social and community sector when evaluating which Nominee's best fit the criteria of the Categories to determine the Top 150 and Winners of the Judges Choice Awards. Judges may take such information into account as they deem relevant for the purposes of determining the Top 150 and Judges Choice Award Winners, including whether the Nominee accurately represents the spirit of the awards and the work being done in the sector.

7.4 Judges decisions on the Top 150 and Winners are final and not subject to review. No correspondence or discussion will be entered into regarding the judging process or any outcomes reached.

7.5 The Top 150 and Winners of the Judges Choice Awards will not be changed once they have been announced by Pro Bono Australia.

7.6 Pro Bono Australia may elect to not present a Judges Choice Award in the event no Nominee sufficiently meets the criteria for that category.

8. Voting

8.1 Profiles on each Top 150 Nominee will be published at www.pbaimpact.com, and voting will open on 21 January 2020.

8.2 Each Voter is entitled to cast up to 3 votes. The Voter may not cast more than one vote for an individual Nominee. If Pro Bono Australia determines that a Voter has cast more than three votes, or casts more than one vote for a Nominee, by any means, then all votes by that Voter will be disqualified.

8.3 Voting is conducted via an online poll. The Winners will be determined by the status of the poll as at 5:00pm on 4 February 2020.

8.4 The 25 Nominees with the most votes will be the Impact 25 Award Winners. If a Winner opts out of accepting the award, the next nominee with the most votes will be selected as a Winner.

8.5 The identity of each Voter shall remain anonymous.

8.6 Pro Bono Australia reserves the right to disqualify all votes or Nominations from any Participant who tampers with, or benefits from tampering with, the voting, judging or nomination process of the Awards.

9. Privacy

9.1 Pro Bono Australia maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about Participants and other individuals.

9.2 Pro Bono Australia will not retain the personal information of any Nominee that is not included in the Top 150.

9.3 The Website may use cookies or any other technology tools (a small tracking code in the Participant's browser) to improve a Participant's experience while browsing, while also sending browsing information back to Pro Bono Australia. The Participant can manage how it handles cookies in their own browser settings.

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10. Liability

10.1 The Participant acknowledges that there may be inherent risks involved in participating in the Awards.

10.2 Pro Bono Australia will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to the Awards or the awarding or taking of a prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

10.3 Pro Bono Australia is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise that results in:

- a) The Website being unavailable;
- b) Damage to a Participants' or any other person's computer related to or resulting from participation in or accessing the Website;
- c) Failure of a vote to be counted; or
- d) Access to a Nominee's profile is hindered.

If the Awards are not capable of being conducted due to circumstances beyond Pro Bono Australia's control, including due to any technical or communications problems, Pro Bono Australia reserves the right to amend, suspend or cancel the Awards.

11. General Conditions

11.1 Pro Bono Australia may for any reason and at its sole discretion:

- a) extend any deadline or time limit;
- b) cancel the Awards; or
- c) vary these Terms.

11.2 To the extent permitted by law, Pro Bono Shall not be liable for any loss or damage or personal injury suffered or sustained in connection with the Awards. You will indemnify us and our officers, employees or agents against any loss or liability from any claim or action that arises as a result of a breach of these terms by you, or your use of the materials or information supplied by you under these Terms.