

ANZ-PBA PARTNERING AWARD – TERMS AND CONDITIONS

ANZ and PBA have a shared view that good partnering practice can lead to effective and transformative change, scale and sustainability, ultimately delivering long term benefits and outcomes for the Australian community. They have partnered to develop, implement and evaluate the inaugural ANZ-PBA Partnering Award in 2024. This document sets out the terms and conditions for Applications submitted to the Award.

1. The following definitions apply in these Terms and Conditions:

ANZ means **Australia and New Zealand Banking Group Limited** (ABN 11 005 357 522) of 833 Collins Street, Docklands VIC. 3008;

Application means an Application Form submitted by a Partner;

Application Form means the online Application Form for entering the Award which can be found on ANZ's website (anz.com/community);

Award means the ANZ-PBA Partnering Award to be awarded by ANZ and PBA;

Key contact means the person authorised by each Partner in the Partnership to collate and forward the necessary information required in the Application;

Eligibility criteria means the Eligibility criteria as outlined in Annexure 1.

Judging panel means the judging panel for the Award as appointed by PBA;

Partner means a legal entity with an ACN and/or ABN; an incorporated association and/or charity registered with ACNC; or a Government agency established under State or Commonwealth legislation that is a partner to the Partnership Application, completed and submitted online in accordance with these Terms and Conditions;

Partnership means the cross-sector partnership operating in Australia that the Partners are submitting to the Award;

PBA means **Partnership Brokers Association** (Company No 784169) a company limited by Guarantee registered in the United Kingdom with its registered address at Acre House, 11/15 William Road, London, NW1 3ER. UK and operating in Australia through its authorised associates;

Selection criteria means the Selection criteria as outlined in Annexure 2.

\$ means the lawful currency of Australia;

All times stated in these Terms and Conditions are AEST and AEDT as applicable in Victoria.

2. Information on how to submit an Application including the Eligibility and Selection criteria, Judging panel, key dates, More information and the Application process form part of these Terms and Conditions.

3. An Application is deemed to be acceptance of the Terms and Conditions by all Partners, the Key contact and the Partnership submitted.
4. Applications can only be made by accessing the Application Form on ANZ's website (anz.com/community). The Application Form will require the Key contact to clearly state the Partnership being nominated, as well as the Partners' profiles and Key contact's full name, email, phone number and location.
5. An Application may be submitted in written, video or audio format. If the preferred method is video or audio, a link must be provided via YouTube.
6. Applications open at 03:00pm AEST Wednesday 10th July 2024 and close at 11.59pm AEST on Friday 16th August 2024. Applications are deemed to be received at the time of receipt by ANZ and PBA, not at the time of transmission by the Key contact. Late or incomplete Applications will not be accepted. The Key contacts of at least three Partnerships entered into the Award will be notified as finalists in the week commencing 23rd September 2024 using the contact details provided in their Applications. The Award winner will be announced at an event by the end of October 2024.
7. The winning Partnership will receive professional development with PBA up to the value of \$6,000 (incl. GST).
8. Subject to clause 12, the Award will be made to the eligible Partnership nominated in the relevant Application, not the Partners or Key contact.
9. Each Key contact warrants that (a) they are authorised by each Partner in the Partnership they represent to collate the necessary information and submit an Application to the Award on behalf of all Partners in the Partnership; (b) they have shared these Terms and Conditions with a representative of each Partner in the Partnership; and (c) they have the capacity to bind each Partner and the Partnership they represent before submitting the Application.
10. ANZ and PBA will only accept Applications made using the Application Form.
11. Applications must address all Eligibility and Selection criteria and comply with all other Terms and Conditions to be eligible to be considered for the Award.
12. ANZ and PBA may investigate and verify any information provided in an Application.
13. All Applications become the sole property of ANZ and PBA.
14. All information, including personal information and images collected as part of an Application and/or the selection process for the Award, is collected for use by ANZ and PBA for the following purposes: (a) to enable identification of the finalists(s) and/or Award winning partnership; (b) for future marketing and promotional activities (including promoting best cross sector partnering practice); (c) for education and research, during and after the conclusion of the Award activity. By submitting an

Application, Partners and Key contacts consent to the use of and sharing by ANZ and PBA of all information and images provided for the above purposes without any payment or other compensation. ANZ or PBA will seek the written consent from the Key contact before use.

15. Any personal information will be collected and used in accordance with: (a) for information collected by ANZ, **ANZ's Privacy Policy** which can be found at www.anz.com; and (b) for information collected by PBA, **PBA's Privacy Policy** which can be found at www.partnershipbrokers.org, and by submitting an Application the Partners and the Key contacts acknowledge that they have read the ANZ and PBA Privacy Policies.
16. Partners and Key contacts are responsible for obtaining all necessary consents from any representatives or employees of the Partners and the Partnership to the use and sharing of any their personal information and images included in an Application by ANZ and PBA for the purposes referred to in clause 14, without any payment or other compensation. ANZ or PBA will seek the written consent from the Key contact before use.
17. The Judging panel's decision is final and binding on every entrant and no correspondence will be entered into in respect of any decision.
18. ANZ and PBA may withdraw an Application if that Application is found to be ineligible or contain false and/or misleading information.
19. Tax implications may arise from winning the Award. Independent advice should be sought.
20. ANZ and PBA will not be liable for any loss or damage as a result of incorrect details being submitted by Partners and Key contacts, except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. ANZ and PBA may: (a) make changes to the Terms and Conditions; (b) vary, modify, suspend or cancel the Award temporarily or permanently if they are no longer able to run the Award; or (c) alter the nature of the Award if required by law or an event occurs beyond the reasonable control of ANZ or PBA. ANZ and PBA will advise the Key contact of any changes made to the Terms and Conditions or the Award. If ANZ and PBA make a change that the Partners or Partnership or Key contact are not prepared to accept, they may withdraw the Application by notifying ANZ and PBA in writing. ANZ and PBA will not be liable for any loss or damages or disappointment any Partner or Partnership or Key contact may suffer arising from any such variation, modification, suspension or cancellation of the Award, except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. ANZ and PBA are not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in the Award, or for any technical error, or any combination thereof that may occur in the course of the administration of the Award 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.

- 23.** By submitting an Application, Partners and the Key contact agree to grant ANZ and PBA a non-exclusive, royalty free, worldwide licence to republish excerpts of the Application and accompanying images in electronic format and hard copy for purposes connected with the Award, for marketing and promotional activities and education and research purposes during and after the conclusion of the Award activity. ANZ or PBA will seek the written consent from the Key contact before use.
- 24.** Entries must not contain any third-party material or content that the Partners and Key contact do not have permission to use, or which may contravene applicable laws and must not compromise any privacy laws. If ANZ and PBA reasonably believe that an Application is in breach of this clause, ANZ and PBA may withdraw the Application.
- 25.** The Partners and Key contact warrant that: (a) the Partnership that they submit to the Award is eligible to enter the Award; (b) the Partners and Key contact will comply with the Terms and Conditions; (c) this document creates legal, valid and binding obligations upon the Partners and Key contact in accordance with its terms; (d) the Terms and Conditions do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) by the Partners and Key contact; (e) the Partners are not currently involved in any legal dispute or proceeding in relation to the Partnership submitted; (f) the Partners and the Partnership are solvent; (g) if the Partners or Partnership's circumstances change after submitting an Application, the Partners and Key contact shall notify ANZ and PBA immediately.
- 26.** The Partners shall indemnify ANZ and PBA against any loss or damages suffered by ANZ and PBA due to the Application submitted infringing any third-party moral rights, copyright or intellectual property rights except to the extent that any loss or damages arise from the negligence, fraud or wilful misconduct of ANZ or PBA or any of their employees, officers, contractors or agents.
- 27.** Failure by ANZ and PBA to enforce any of their rights at any stage does not constitute a waiver of these rights.
- 28.** The Award is governed by the laws of the State of Victoria, Australia.

ANNEXURE 1

Eligibility criteria

- Applications are invited from organisations involved in cross-sector partnerships operating in Australia.
- Each partner in the cross-sector partnership must be: a legal entity with an ACN, and/or an ABN; an incorporated association and/or charity registered with ACNC; or a Government agency established under State or Commonwealth legislation.
- The partnership must be between at least two organisations from different sectors as follows:
 1. Government
 2. For-purpose/Not-for-profit (includes philanthropic, community, foundations, social enterprises, associations)
 3. Private sector/For-profit
 4. Education/Research
- The partners in the partnership must appoint a key contact person to submit the Application and be available for any questions throughout the judging period.
- Applications must address all selection criteria.
- The partnership submitted must address a social or an environmental issue.
- The partnership must be either currently operating; or have concluded within the last 12 months.
- All partners in the partnership must approve and sign off on the Application and its submission.
- Only one Application may be submitted per partnership.

ANNEXURE 2

Selection criteria

Applications will be judged on their response to the following questions:

Q1. The problem: What problem is the Partnership attempting to solve? (3000 characters max including spaces)

Q2. Value proposition: Why have Partners from different sectors joined forces to solve the problem? (3000 characters max including spaces)

Q3. Governance: How do the Partners work together to ensure they are:
a) accountable to each other and their own organisation, beyond financial reporting; and
b) supporting, enhancing and sustaining/embedding the Partnership within their organisations? (2000 characters max including spaces)

Q4. Mutual benefit: In what ways does the Partnership provide benefit or value to each of the Partners involved? (2000 characters max including spaces)

Q5. Equity: Taking into account the differences in resources contributed, how do Partners influence the way the Partnership works? (2000 characters max including spaces)

Q6. Openness: How does the Partnership encourage trust, openness and respect in the relationship? (2000 characters max including spaces)

Q7. Courage: Please give an example where Partners have demonstrated courage in support of the Partnership? (2000 characters max including spaces)

Q8. Measurement: How does the Partnership measure or understand progress, success or impact? (2000 characters max including spaces)

Q9. Impact: What progress or impact has been made or are you seeking to make? What are you learning or what have you learned and changed? (1000 characters max including spaces)

Other information: Is there any further information you would like to provide? (1000 characters max including spaces)