

TERMS & CONDITIONS
THE NEW SOUTH WALES GOLDEN GAVEL COMPETITION 2020

1. **Game of Skill:** The New South Wales Golden Gavel Competition 2020 ("NSW Golden Gavel") is a game of skill.
2. **The Promoter** is The Law Society of New South Wales, 170 Phillip Street, Sydney NSW 2000 ACN 000 000 699, ph. (02) 9926 0333 ("Promoter").
3. **Deemed Acceptance:** By applying to enter the NSW Golden Gavel, all applicants will be deemed to have accepted and agreed to be bound by these terms and conditions.
4. **Who may apply to enter?**
To be eligible to apply to enter the NSW Golden Gavel you must:
 - a. Be over the age of eighteen and;
 - b. Hold a current NSW practicing certificate and;
 - c. Be practicing as a solicitor or barrister in NSW (in private practice or in-house or government) and;
 - d. Be eligible for membership of NSW YL (in the first five years of practice or under the age of 36) and;
 - e. Ordinarily practice and reside in NSW and;
 - f. Complete the NSW Golden Gavel Application form in accordance with condition 7.
5. **Student entry**
Law students are not generally eligible to enter the NSW Golden Gavel. Law students may enter the Student Golden Gavel only. The winner of the Student Golden Gavel is the only student permitted to compete in the NSW Golden Gavel. Law students are not permitted to compete at any National Golden Gavel Competition.
6. **Who must not apply to enter?**
Employees of the Promoter and their immediate families are not eligible to apply to enter.
7. **Application Process**
 - a. Applicants must complete the NSW Golden Gavel Application Form which includes submitting a one-minute video in the required format and time frame.
 - b. The NSW Golden Gavel Application Form must be submitted online on or before 5pm Friday, 29 May 2020.
8. **Selection Process**
 - a. Applicants will be selected to enter the NSW Golden Gavel based on skill as judged against the following criteria:
 - i. Humour;
 - ii. Cleverness;
 - iii. Originality;
 - iv. Balanced representation of minority groups, gender and legal sectors.
 - b. A total of 10 applicants will be selected to enter the NSW Golden Gavel (the "Speakers"/ "you"/ "your"/ "their").
 - c. Up to 5 applicants will also be selected and added to a waitlist to be notified if any Speaker withdraws from the Golden Gavel or does not abide by these terms and conditions.
 - d. The Promoter will notify the successful applicants and offer them a place in the NSW Golden Gavel on Tuesday, 2 June 2020 by email.
 - e. Successful applicants must reply to the email offering them a place in the NSW Golden Gavel by Wednesday, 3 June 2020.
 - f. The decision process regarding the selection and eligibility of Speakers is final and no correspondence will be entered into or feedback provided.

9. **The NSW Golden Gavel** competitor biographies and photographs will be posted on LSJ Online on Monday, 8 June 2020. Competitor videos will be posted on LSJ Online on Monday 15 June. Voting for the People's Choice Award will take place from 9am on Monday, 15 June until 5pm on Friday, 19 June 2020 ("Event Date"). The parties acknowledge the COVID 19 Pandemic. The NSW Golden Gavel will be hosted on the LSJ Online platform. You consent to your profile, portrait photograph and competition video being:
- posted on LSJ online for the duration set by the Promoter; and
 - used at the Promoter's discretion, in marketing and advertising materials; and
 - used at the Promoter's discretion, in any and all related media coverage.
10. **NSW Golden Gavel Rules**
- Topics will be provided to the Speakers from 9am to 10am on Thursday, 11 June by email and;
 - Speakers must provide their video monologue by no later than 10am on Friday, 12 May.
 - Videos must be a minimum of 3 minutes and a maximum of 5 minutes in duration;
 - Plagiarism is strictly prohibited;
 - Discriminatory conduct or statements are strictly prohibited;
 - Defamatory statements are strictly prohibited;
 - The views and opinions Speakers present are their own views and made entirely at their own risk and will not be deemed to represent NSW Young Lawyers, the Promoter or any of the sponsors of the competition.
11. **Responsibilities of Speakers**
- You have been selected based on the merit of your application and your responsibilities are in line with the merit you have displayed.
 - Your behavior, conduct and statements are your responsibility and must be in line with the values of the Promoter.
 - You must always adhere to these Terms and Conditions and the reasonable directions of the Promoter.
12. **Disqualification:** The Promoter reserves the right to disqualify a Speaker from participating in the NSW Golden Gavel;
- If, a Speaker is in breach of these Terms and Conditions; and/or;
 - On reasonable grounds as determined in the Promotor's sole discretion and/or;
 - If, the Promotor forms the reasonable opinion that a Speaker is putting the integrity of the Golden Gavel Competition at risk.
13. **Judging Criteria:**
- Speakers competing in the NSW Golden Gavel will be judged based on skill against the following criteria;
 - Humour (40%);
 - Cleverness and Originality (30%);
 - Performance (30%).
 - The decision process regarding the judging of the Golden Gavel with regard to the winner, runner up and People's Choice Award is final and no correspondence will be entered into or feedback provided.
14. **Winners Name Published:** The winner, the runner up and the people's choice winner's name will be published on the NSW Golden Gavel Facebook page and the NSW YL and the Promoter's various publications and communications, which may include "Monday Briefs", "Debrief" and any emails relating to the competition.
15. **National Golden Gavel Competition:** Subject to meeting the National Golden Gavel Competition eligibility criteria, the winner of the NSW Golden Gavel may compete in the

National Golden Gavel Competition 2020. The National Golden Gavel Competition 2020 may or may not take place because of the COVID19 pandemic.

16. **Prize:** The winner of the NSW Golden Gavel will receive the 2020 trophy. The runner up will receive an engraved glass trophy. Any other prizes awarded will be at the discretion of the Promoter. Any prizes awarded are not exchangeable or redeemable for cash.
17. **Intellectual Property:** All entries must be an independent creation by the Speaker and free from any claim that they infringe any third-party rights. Entries must not have been published previously. Speakers consent to the Promoter publishing and promoting their work. The Promoter reserves the right to publish the winner's speech in its entirety in the "LSJ". The Speaker grants the Promoter a worldwide, perpetual licence in the copyright in their speech for the above purposes.
18. **Privacy:** We respect your privacy and the confidentiality and security of personal information you provide. How we handle your personal information is explained in our Privacy Policy at www.lawsociety.com.au/privacy and our Personal Information Collection Notice at <https://www.lawsociety.com.au/privacy-policy/personal-information-collection-notice>.
19. **Compliance:** You will comply with all State and Commonwealth laws and regulations and legal requirements as well as any rules of the venue including but not limited to work health and safety laws.
20. **Force Majeure:** If for any reason this competition is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. We reserve the right to amend these terms and conditions from time to time.
21. **Limitation:** To the extent permitted by law neither the Promotor its employees, agents, contractors or subcontractors will be liable to you for any loss or damage (including any consequential loss) arising out of your participation in the Golden Gavel Competition including but not limited to:
 - a. late, lost or misdirected emails or mail;
 - b. inaccurate or incorrect transcription of entry information;
 - c. non-receipt of entries for any reason;
 - d. problems or technical failures of any kind;
 - e. unavailability or inaccessibility of any service or website;
 - f. unauthorised human intervention in any part of the competition;
 - g. electronic or human error; or
 - h. any damage or loss (direct or indirect) suffered by reason of any act or omission of the Promoter, its employees or contractors in relation to entry into this competition or supply of a prize.
22. **Exclusion:** We exclude any condition or warranty, unless it is expressly set out in these Terms and Conditions or is by law incapable of exclusion, restriction or modification.
23. **Indemnity:** You indemnify and holds harmless the Promotor, its employees, agents, contractors and subcontractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Promotor, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
 - a. any breach of these terms and conditions by you;

- b. your attendance at the Golden Gavel Competition;
- c. any injury or damage sustained due to any act or omission by you; or
- d. any damage you cause to the venue or any goods located at the venue.

24. **Governing Law:** These terms and conditions are governed by the laws of New South Wales.