

NEW SOUTH WALES YOUNG LAWYER GOLDEN GAVEL

TERMS AND CONDITIONS 2025

1. **Game of Skill:** The New South Wales Young Lawyer Golden Gavel Competition 2025 (“**NSW Golden Gavel**”) is a game of skill. Chance plays no part in determining the winner.
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. **Eligibility:** To be eligible to apply to enter the NSW Golden Gavel, an applicant must be:
 - a) aged eighteen or over at the date of submission of the applicant’s NSW Golden Gavel application, and
 - b) at least one of the following:
 - i. hold a current NSW practising certificate, or
 - ii. be employed in a legal graduate role after completing study, or
 - iii. Be practising as a solicitor in NSW (in private practice or in-house or government), and
 - c) be an eligible NSW Young Lawyer (in your first five years of practice or under the age of 36), and
 - d) ordinarily practice and reside in NSW, and
 - e) complete the Golden Gavel application form by 5.00 pm AEST, Monday 2 June 2025; and
 - f) be a current member of the Law Society of New South Wales.

(“**Eligible Applicant**”).
5. **Student entry:** Law students are not generally eligible to enter the NSW Golden Gavel. Law students may enter the Student Golden Gavel only.
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:** To enter, Eligible Applicants must:

- a) complete the NSW Golden Gavel Application Form (<https://thelawsocietyofnewsouthwales-3.snapforms.com.au/form/golden-gavel>) which includes a 500-word response to a sample golden gavel topic, and
- b) submit the NSW Golden Gavel Application Form on or before 5.00 pm AEST, Monday, 2 June 2025.

Please note there is a limit of one entry for each Eligible Applicant.

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 Eligible Applicants will be selected to enter the NSW Golden Gavel (“**Speakers**”)
- c) Up to five Eligible Applicants will also be selected and added to a waitlist (“**Waitlisted Applicant**”), to be notified if any of the Speakers either fail to respond to the offer in time or, withdraw from the NSW Golden Gavel or are disqualified for any reason including for a breach of these terms and conditions.
- d) The Promoter will notify the successful applicants and offer them a place as one of the Speakers in the NSW Golden Gavel by 5.00 pm AEST on Wednesday, 5 June 2025 by email.
- e) Successful applicants must reply to the email offering them a place in the NSW Golden Gavel by 5.00 pm AEST, Friday 6 June 2025. Failure to respond by this deadline, will result in the place being offered to a Waitlisted Applicant.
- f) The decision process regarding the selection and eligibility of Speakers is final and no correspondence will be entered into or feedback provided.

9. **Event Date:** The NSW Golden Gavel speaking event commences at 7.00 am AEST on Thursday 3 July 2025 and concludes at 9.00 am AEST on Thursday 3 July 2025.

10. **NSW Golden Gavel Rules:**

- a) Speakers must provide their biography, a portrait photograph and their signed Consent to Record Presentation and Distribute on or before 5.00 pm AEST, Friday 20 June 2025 by email.
- b) Topics will be provided to the Speakers at 10.00 am AEST on the day before the Event Date by email to their registered or nominated email address.

- c) Speakers must be onsite at the venue (Fullerton Hotel 1 Martin Place, Sydney) by 6.30 am AEST on the Event Date and ready to present in accordance with the schedule as confirmed in the above email with the topic.
- d) Speakers must present for a minimum of 3 minutes and a maximum of 5 minutes.
- e) Plagiarism is strictly prohibited.
- f) Discriminatory conduct or statements are strictly prohibited.
- g) Defamatory statements are strictly prohibited.
- h) 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 NSW Golden Gavel.

11. Responsibilities of Speakers:

- a) Each of the Speakers are selected based on the merit of their application and their responsibilities are in line with the merit they have displayed.
- b) Behaviour, conduct and statements of each of the Speakers are their responsibility and must be in line with the values of the Promoter.
- c) Speakers 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:

- a) If a Speaker is in breach of these terms and conditions;
- b) On reasonable grounds, as determined in the Promotor's reasonable discretion; and/or
- c) If the Promotor forms the reasonable opinion that a Speaker is putting the integrity of the NSW Golden Gavel competition at risk.

13. Judging Panel: The judging panel is made up of the Law Society of New South Wales President, NSW Young Lawyers President, and a representative from the event sponsor. The Promoter reserves the right to make changes to the composition of the judging panel from time to time

14. Judging Criteria: Speakers competing in the NSW Golden Gavel will be judged based on skill against the following criteria:

- a) **Humour** (40%)
- b) **Cleverness and Originality** (30%)
- c) **Performance** (30%)

The decision process regarding the judging of the NSW Golden Gavel regarding the winner, runner up and People's Choice Award is final, and no correspondence will be entered into or feedback provided.

15. **Publication of Winner:** The winner's first and last name will be published on various social media pages of the Promoter. All presentations are filmed and uploaded through the duration of the NSW Golden Gavel competition. The winner's first and last name will also be published by NSW Young Lawyers and the Promoter in various publications and communications, which may include "Monday Briefs", "Debrief" and any emails relating to the NSW Golden Gavel competition.
16. **National Golden Gavel Competition:** Subject to meeting the National Golden Gavel Competition eligibility criteria, the winner of the NSW Golden Gavel will compete in the National Golden Gavel Competition.
17. **Prize:** The winner of the NSW Golden Gavel will receive the 2025 trophy. A People's Choice Award, as voted by the live audience, will be presented. 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:** Eligible Applicants and Speakers warrant that their written entry, speech and presentation is their own independent creation and does not infringe any third-party intellectual property rights. Entries must not have been published previously. Speakers consent to the Promoter publishing and promoting their work. The Speaker grants the Promoter a non-exclusive, worldwide, perpetual licence in the copyright in their speech for the above purposes. The Promoter reserves the right to publish the winner's speech in its entirety in the "LSJ" or any other Law Society publication.
18. **Privacy:** The Promoter respects the privacy, confidentiality and security of personal information applicants provide. How the Promoter handles personal information is explained in its Privacy Policy at www.lawsociety.com.au/privacy and Personal Information Collection Notice at <https://www.lawsociety.com.au/privacy-policy/personal-information-collection-notice>.
19. **Compliance:** Eligible Applicants and Speakers will comply with all applicable 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 the NSW Golden Gavel is not capable of running as planned, including by reason of epidemic, pandemic, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the NSW Golden Gavel, unless to do so would be prohibited by law.

21. **Amendment:** The Promoter reserves the right to amend these terms and conditions from time to time. Any amended version of these terms and conditions will be published on this webpage <https://www.lawsociety.com.au/events/events-calendar/2025-golden-gavel> and eligible Applicants and/or Speakers will be notified.
22. **Limitation:** The Eligible Applicant and Speaker has rights under Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damages (including without limitation) whether direct, indirect, special or consequential, arising in any way out of the NSW Golden Gavel, including, without limitation:
- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b) any theft, unauthorised access or third-party interference;
 - c) an entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d) any variation in market value to that stated in these terms and conditions
 - e) any tax implications; or
 - f) the Prize or use of the Prize.

The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or any loss damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the NSW Golden Gavel.

23. **Dispute Resolution:** In the event of a dispute concerning the conduct of the NSW Golden Gavel or claiming the Prize, Eligible Applicants or Speakers must contact the Promoter to attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to mediation administered by the Promoter. The costs of mediation will be shared equally between the parties.
23. **Indemnity:** Except to the extent that any relevant claim, cost, demand, liability, or damages (including legal costs, professional costs and other expenses) was either caused or contributed to by the Promoter, the Eligible Applicant and Speaker indemnifies the Promoter, 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 Promoter, its employees, agents, contractors and subcontractors 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. The Promoter and the applicants irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.