

COMMERCIAL & INDUSTRIAL MARKETING AWARDS

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For information regarding the REIV 2017 Awards for Excellence please refer to reiv.com.au/awards



The REIV Awards for Excellence showcase the best of the property industry and celebrate leading real estate agency practices and professionals. The awards recognise and reward REIV members who have gone the extra mile in pursuit of service, ethics and results. This is the most prestigious event in the real estate calendar and the award categories are highly contested.

This document provides information on the award categories being contested this year, lists the criteria that each category will be assessed and details the terms and conditions of eligibility.

We urge you to carefully review the information provided to prepare your submission. Some categories may have changed from previous years.

	NOMINATIONS OPEN	NOMINATIONS CLOSE	FINALISTS ANNOUNCED	WINNERS PRESENTED
2017 Awards for Excellence	Saturday, 1 July 2017	Friday, 11 August 2017	Thursday, 21 September 2017	Thursday, 26 October 2017
2017 Commercial & Industrial Marketing Awards	Saturday, 1 July 2017	Friday, 11 August 2017	Friday, 1 September 2017	Thursday, 14 September 2017

## Key Dates:

## Making a submission

- 1. Identify the award categories that you would like to enter.
- 2. Collate necessary information as per the award criteria.
- 3. Review terms & conditions of entry as listed in this document and ensure that all requirements are understood and adhered to.
- 4. All submissions must be made online at reiv.com.au/awards.
- 5. REIV does not charge entry fees to enter the awards. Entrants are responsible for any other costs associated with entering or attending the REIV Awards for Excellence 2017 or the REIA National Awards for Excellence 2018.
- 6. REIV reserves the right to change or update any aspect of the award categories and criteria.

For information regarding the REIV 2017 Awards for Excellence please refer to reiv.com.au/awards

## Eligibility to Enter for an Award

The Real Estate Institute of Victoria Ltd (REIV) Awards for Excellence (Awards) are presented to eligible REIV members who are adjudged to have shown excellence in the Award Categories during the period of 1 July 2016 – 30 June 2017 (award period).

You are eligible to enter for an Award if:

- 1. throughout the award period (Except as set out in Clause 2) you were a financial member of the REIV in one, or more, of the following categories:
  - 1.1 an office member; if entering for an agency award
  - 1.2 a licensed member; if entering for an individual award or
  - 1.3 a representative member; if entering for an individual award
  - 1.4 an affiliate individual member, if entering for the individual award of Owners Corporation Manager of the Year or Property Valuer of the Year and you would not otherwise be eligible to enter for that award as you were not a licensed member or a representative member during the award period
- 2. To be eligible to enter for the Achievement Award you must have become a financial member of the REIV during the award period and remain so at the end of that period
- 3. on the date on which you enter for an Award, none of the matters in the First Schedule apply to you; and
- 4. you accept the terms and conditions of entry and confirm your eligibility to submit your entry.

## Terms and conditions of Entry

Please read and then accept these terms and conditions before submitting your entry.

1. The REIV Awards for Excellence 2017 (Awards) comprise the following categories:

#### 1.1 Agency Awards

- (a) Commercial Agency of the Year;
- (b) \*Commercial & Industrial Gold Award for Overall Excellence;
- (c) Communications Award;
- (d) Community Service Award;
- (e) Innovation Award;
- (f) Best Website Award;
- (g) Corporate Promotion Award Multiple Offices;
- (h) Corporate Promotion Award Single Office;
- (i) Large Residential Agency of the Year
- (j) Medium Residential Agency of the Year;
- (k) Small Residential Agency of the Year;
- (I) realestateVIEW.com.au sales agency of the year
- (m) Residential Marketing Award (budget under \$10K);
- (n) Residential Marketing Award (budget \$10K and over);
- (o) Project Marketing Award;
- (p) Rural Marketing Award;



(q) Commercial & Industrial Marketing Awards –

**SALES CAMPAIGNS – Industrial Site** Best Industrial Site Sales Campaign (Budget over \$20,000) Best Industrial Site Sales Campaign (Budget under \$20,000) SALES CAMPAIGNS – Development Site/ specialised property Best Development Site Sales Campaign (Budget over \$20,000) Best Development Site Sales Campaign (Budget under \$20,000) SALES CAMPAIGNS – Retail Site Best Retail Site Sales Campaign (Budget over \$20,000) Best Retail Site Sales Campaign (Budget under \$20,000) SALES CAMPAIGNS – Office Site Best Office Site Sales Campaign (Budget over \$20,000) Best Office Site Sales Campaign (Budget under \$20,000) **LEASING CAMPAIGNS – Industrial Site** Best Industrial Site Leasing Campaign (Property Area over 2,000sgm) Best Industrial Site Leasing Campaign (Property Area under 2,000 sqm) **LEASING CAMPAIGNS – Retail Site** Best Retail Site Leasing Campaign (Property Area over 500 sgm) Best Retail Site Leasing Campaign (Property Area under 500 sqm) **LEASING CAMPAIGNS – Office Site** Best Office Site Leasing Campaign (Property Area over 500 sgm) Best Office Site Leasing Campaign (Property Area under 500 sgm) **BEST MARKETING CAMPAIGNS – OVERALL** Best Campaign by a Large Agency (over 50 employees in the C&I division) Best Campaign by a Medium Agency (between 25-50 employees in the C&I division) Best Campaign by a Small Agency (under 25 employees in the C&I division)

(\* not open for direct entry. Selected from Commercial & Industrial Marketing Awards entries)

## 1.2 Individual Awards

- (a) Achievement Award;
- (b) Business Broker of the Year;
- (c) Buyers' Agent of the Year;
- (d) Commercial Property Manager of the Year;
- (e) Commercial Sales Person of the Year;
- (f) Corporate Support Person of the Year;
- (g) Outstanding Young Agent of the Year;
- (h) Owners' Corporation Manager of the Year;
- (i) Property Valuer of the Year;
- (j) Residential Property Manager of the Year
- (k) Residential Property Manager of the Year (Executives);
- (I) Residential Salesperson of the Year;
- (m) Residential Salesperson of the Year (Executives);
- 2. If you are eligible to do so, you may submit an entry in one or more of the Award categories set out in either clause 1.1, or clause 1.2 or both, except the categories indicated as not open for direct entry.
- 3. Each category has its own criteria. The entry form sets out the criteria. You must comply with it. If your entry does not comply with the criteria it will be ineligible, but may be assigned to another category if, and only if, the REIV exercises its discretion under clause 9 (d),
- 4. Subject to clause 5, your entry must be submitted online via the Awards online portal by 5:00 pm, Friday 11th August, 2017 (deadline). You cannot submit your entry in any other way than via the Awards online portal.

- 5. If the REIV reasonably considers there are insufficient eligible entries for one or more categories of the Awards or if there are no, or no eligible, entries for an Award category by the deadline, it may, at its discretion:
  - 5.1 extend the deadline for entries for the category or for those categories; or
  - 5.2 in lieu of extending the deadline, not present an award in that or in those categories.
- 6. If you enter for an award in the category 1.1 Agency Awards, your entry must be approved and be signed by the principal or officer-in-effective control of your agency. The approval and signature of the principal or officer-in-effective control is not a requirement for an entry in the category 1.2 Individual Awards.
- 7. It is your responsibility -
  - (a) if you and another estate agency or agencies were jointly engaged on the subject matter of your entry, to ensure the other estate agency or agencies submit their entries in conjunction with your entry. Your entry alone will be ineligible if this circumstance applies;
  - (b) to ensure you have selected the correct category for your entry;
  - (c) to ensure your entry is submitted by the deadline.
- 8. You are responsible for the costs and expenses incurred in preparing and submitting your entry and in attending the Awards Gala 2017 and for attending the 2018 REIA National Awards for Excellence.
- 9. On submitting your entry you agree:
  - (a) you cannot withdraw your entry, add to or alter it, or substitute another entry for it and you confirm the information in your entry is true and correct and the matters on which your entry are based occurred entirely within the award period;
  - (b) it becomes the property of the REIV and will not be returned to you;
  - (c) it may be disqualified if: you are ineligible to enter or it does not comply with the criteria applicable to the category in which it is entered (subject to the discretion in clause 9 (d)) or with the terms and conditions of entry or information provided with it is false, misleading or deceptive or is likely to mislead or deceive;
  - (d) if it is obvious to the REIV on the face of it that your entry has been submitted in an incorrect category, the REIV may, at its sole discretion, assign it to a category which the REIV considers is appropriate. The non-exercise or exercise of the REIV 's discretion is not open to question;
  - (e) the identities of the judges of your entry are confidential and will not be disclosed to you;
  - (f) the judges' decision on your entry is final and binding on you and is not open to question;
  - (g) the REIV may, at its discretion, enter your entry in the 2018 REIA National Awards for Excellence;
  - (h) you will remain a member of the REIV in the category in which you hold membership on the date you submitted your entry until at least the day after the day on which the 2018 REIA National Awards for Excellence are presented. If you do not remain a member as required, you will be ineligible to be a finalist in or receive the award for the category or categories in which you enter and if you are declared a finalist or the winner in that category or categories the REIV may, at its sole discretion, disqualify you as a finalist or the winner;
  - (i) if you are a finalist in or declared the winner of the category in which you enter and if at that time, or at any time afterwards, any of the matters in the First Schedule then applies to you – even though it did not apply when you submitted your entry – the



REIV may, at its sole discretion, disqualify you as a finalist or as the winner of that category or categories and its decision will be final and binding on you. If you are disqualified, on receiving advice of your disqualification you will immediately cease to use award promotional material and references;

- (j) the REIV may use any part or all of your entry to promote by any medium the Awards and the Award winners and also to promote future REIV Awards or their equivalents;
- (k) your contact details may be provided to agencies engaged by the REIV to promote the Awards;
- (I) if you are a finalist or a winner in the category in which you have entered, or to which you have been assigned by the REIV, you will receive an Award Logo and Certificate;
- (m) if you want to use the Award Logo or Certificate for promotional or other purposes, you may only do so strictly in accordance with the terms of the Award Logo licence agreement set out in Appendix A and which the REIV will provide to you for signing and return. You must not use your Award Logo or Certificate for any promotional or other purposes until you have signed and returned the licence agreement and the REIV has formally acknowledged receipt of it.

## First Schedule

- 1. You are the subject of, or are aware or could reasonably be aware you are to be the subject of, an inquiry under section 25, 28 or 59 of the Estate Agents Act 1980.
- You are, or are aware or could reasonably be aware –that you are to be, a defendant or a respondent in criminal or civil proceedings in Australia or elsewhere in connection with or in relation to –

harassment;

- (a) bankruptcy; (g) drugs;
- (b) bullying; (h) fraud;
- (c) culpable driving; (i)
- (d) defamation; (j) insolvency;
- (e) discrimination; (k) misleading or
- (f) dishonesty; deceptive conduct;
- 3. As a defendant or as a respondent you were subject to an adverse finding, whether or not it resulted in a conviction or an order being recorded or made against you, by a court or a tribunal in Australia or elsewhere in connection with or in relation to any of the matters set out in clauses 1 or 2.
- 4. You have provided an enforceable undertaking to Consumer Affairs Victoria or the Australian Competition and Consumer Commission.
- 5. You were subject to an adverse finding by an REIV Hearing Panel in connection with or relation to a member-to-member complaint or dispute.

## Award Categories REIV Commercial & Industrial Marketing Awards

## **SALES CAMPAIGNS – Industrial Site**

Best Industrial Site Sales Campaign (Budget over \$20,000) Best Industrial Site Sales Campaign (Budget under \$20,000)

## SALES CAMPAIGNS – Development Site/ specialised property

Best Development Site Sales Campaign (Budget over \$20,000) Best Development Site Sales Campaign (Budget under \$20,000)

## SALES CAMPAIGNS – Retail Site

Best Retail Site Sales Campaign (Budget over \$20,000) Best Retail Site Sales Campaign (Budget under \$20,000)

## SALES CAMPAIGNS – Office Site

Best Office Site Sales Campaign (Budget over \$20,000) Best Office Site Sales Campaign (Budget under \$20,000)

## **LEASING CAMPAIGNS – Industrial Site**

Best Industrial Site Leasing Campaign (Property Area over 2,000sqm) Best Industrial Site Leasing Campaign (Property Area under 2,000 sqm)

## LEASING CAMPAIGNS – Retail Site

Best Retail Site Leasing Campaign (Property Area over 500 sqm) Best Retail Site Leasing Campaign (Property Area under 500 sqm)

## LEASING CAMPAIGNS – Office Site

Best Office Site Leasing Campaign (Property Area over 500 sqm) Best Office Site Leasing Campaign (Property Area under 500 sqm)

## **BEST MARKETING CAMPAIGNS – OVERALL**

Best Campaign by a Large Agency (over 50 employees in the C&I division) Best Campaign by a Medium Agency (between 25-50 employees in the C&I division) Best Campaign by a Small Agency (under 25 employees in the C&I division)



# Criteria

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All submissions must comply with the criteria and conditions detailed under Section "Eligibility to Enter for an Award" on page 4.

All submissions must include the information detailed below.

Submission Details	
REIV membership number	Agency must be a current member from 1 July 2016 through to 31 October 2017
Name of Principal or OIEC of the member agency	Submission must be approved by the Principal or OIEC of the member agency
Period the submission relates to	Initiatives must relate to 1 July 2016 – 30 June 2017
Agency Name	Name provided on the submission must be the trading name registered with the Business Licensing Authority

## **Submission Attachments**

Agency Profile	Profile provided may be used to introduce your agency and/or any
	publicity undertaken for the Awards.
	Maximum 100 words
Logo	This image may be used on promotion and collateral for the Awards.
	High Resolution image in JPG, EPS

## STATEMENT OF CLAIMS AND SUBMISSION GUIDELINES

Note - Physical submissions are no longer required for this category. Please provide electronic copies of relevant documents.

## All submissions must address the following criteria:

- Description of the property sold / leased
- · Total campaign spend with itemised costings showing breakdowns of creative and placement costs
- The date the property was offered for sale or lease and the date it was sold or leased
- Summary of the marketing campaign
- Statement detailing how the campaign met the objectives
- Details of any additional editorial or media coverage received (copies of relevant documents can be submitted as evidence)
- · Details of all website placement and electronic media used referencing any costs associated with this
- Details of any other forms of marketing or promotional activities undertaken.

## Submissions are assessed on a range of criteria including but not limited to:

- Creativity and Innovation
- Effectiveness of marketing strategy
- Cost effectiveness of campaign relative to outcomes
- Identification and customisation for target audience

## Appendix A – Proforma Agreement for REIV Awards for Excellence 2017 logo usage

## Non-exclusive licence agreement is made on the date of this agreement set out in the Schedule

## Between:

**The Real Estate Institute of Victoria Ltd** [ACN 004 201 897] of 335 Camberwell Road, Camberwell 3124 email address reiv@reiv.com.au (We/Our/Us)

## And

The licensee described in the Schedule (You/Your)

## Recitals

- A. We own the logos depicted in the Schedule (our logos).
- B. You want to be able to use one or more of our logos in connection with you being a finalist or a winner in one or more award categories at the REIV Awards for Excellence 2017 (Awards 2017)
- C. We will grant you a non-exclusive licence to use our logo appropriate to you being either a finalist or a winner in one or more award categories at the REIV Awards for Excellence 2017 (Awards 2017) on the terms set out in this agreement.

## We and you agree:

## 1. We grant you a non-exclusive licence to use our logos

- 1.1 Beginning on the date of this agreement, we grant to you and you accept a non- exclusive licence (your licence) to use our Awards 2017 logos as set out in the Schedule, as appropriate to you, on the terms set out in the Schedule. For the avoidance of doubt if you are a winner in one or more categories, this licence does not allow you to use both our finalist and our winner logo for that or those categories it only allows you to use your winner logo for that or for those categories.
- 1.2 Your licence will end on the date and at the time stated in the Schedule, unless brought to an end sooner, as provided by this agreement.
- 1.3 We may grant others non-exclusive licenses to use some or all of our logos and on different terms to those of your licence.

## 2. You cannot deal with your licence

- 2.1 Your licence is exclusive to you. You cannot assign a legal or equitable interest in it or grant a sub-licence of it.
- 2.2 If you assign or grant a sub-licence of your licence, or attempt to do either of these things, your licence will automatically terminate without it being necessary for us to give you a notice to that effect.



## 3. Ownership of our logos and intellectual property

- 3.1 You acknowledge we own our logos and the intellectual property in them.
- 3.2 Your licence does not create any right, title, or interest in our logos or the intellectual property in them.
- 3.3 You must not store our logos in an information or storage or retrieval system, unless we have first given you our written consent to do so. If we give our consent, we may impose conditions and you must comply with them.
- 3.4 Our logo must be used in its entirety and must not be changed or altered in any way

### 4. Selecting our logos

4.1 It is your responsibility to consider the suitability of our logos and to select which of them you want to use.

## 5. Marketing

- 5.1 We will not formulate or develop or produce marketing material for you.
- 5.2 We are not obliged to provide assistance to you or anyone else in connection with or in relation to your marketing or promotion.

#### 6. We give no warranties and limit our liability

- 6.1 We disclaim, to the fullest extent permitted by law, all express, implied, and statutory warranties (including without limiting the generality of the foregoing) merchantability, fitness for purpose, and non-infringement of proprietary rights.
- 6.2 We give no warranty our logos, including those you select, will meet your requirements or your expectations or will be suitable for your use.
- 6.3 You use our logos on the express understanding we will not be liable to you for any direct, indirect, special, consequential, or exemplary damages. Including (but not limited to) damage for loss of goodwill, use, or intangible losses (even if you have notified us of possible damages) resulting from or in connection with or in relation to your use of our logos.

## 7. Your indemnity

- 7.1 You indemnify us against any claims or demands (including legal costs and expenses on a full indemnity basis) made by a third party in connection with or in relation to your use of our logos.
- 7.2 Your indemnity remains in effect even though your licence has come to an end or has been terminated.

## 8. We may require you to explain your conduct

- 8.1 If we have reason to suspect you are not or may not be complying with the terms of your licence, we (or our representative) may request you provide a written explanation to us of allegations we put to you, within 7 days of the allegations being given to you.
- 8.2 You must provide us with your written explanation of the allegations strictly within the 7 days allowed for you to do so.
- 8.3 If you do not provide your written explanation to us within the 7 days or we consider your written explanation to be unsatisfactory when received, we may, in either case, immediately terminate your licence by giving you notice in accordance with clause 13.

### 9. We do not monitor other licensees

- 9.1 You cannot require us to monitor the use of our logos by other licensees nor do we warrant we will enforce the terms of their licences.
- 9.2 We give you no warranty or undertaking other licensees will comply with the terms of their licences.
- 9.3 You cannot require us to consider or investigate allegations you or anyone else may make in relation to or in connection with the use of our logos by other licensees.

#### 10. We may change our logos and your terms of use

10.1 We may change the design, size and colours of our logos or your terms of use of them. If we do so, we will give you notice. You agree you will comply with the notified changes on and from the date nominated by us.

### 11. We or you may terminate your licence

- 11.1 We may immediately terminate your licence by notice if -
  - (a) you do not comply with the terms of use set out in the Schedule; or you cease to be our member; or
  - (b) you engage in illegal, fraudulent, deceptive, misleading, or defamatory conduct or provide an enforceable undertaking to the Director or Consumer Affairs Victoria; or
  - (c) an offence is proven against you in a court or tribunal under the Estate Agents Act 1980, the Competition and Consumer Act 2010, the Australian Consumer Law and Fair Trading Act 2012, the Sale of Land Act 1962, the Duties Act 2000, the Income Tax Assessment Act 1936, the Crimes Act 1958, or the Corporations Act 2001, or regulations or guidelines made under those Acts; or
  - (d) you use our logos in a manner which associates or could be interpreted as tending to associate us with a political, religious, or ethnic group; or
  - (e) you do something that in our reasonable opinion is detrimental to us or our members or our reputation or the reputation or interests of the real estate industry; or



- (f) you assign your property for the benefit of your creditors or become a bankrupt.
- 11.2 You may terminate your licence at any time by giving us prior notice.

### 12. Your responsibilities on your licence ending or being terminated

- 12.1 When your licence ends or is terminated you must immediately -
  - (a) cease using our logos whether in electronic or hard copy form; and
  - (b) cease distributing any form of electronic or hard copy material which carries our logos; and
  - (c) remove our logos from your website or that of a third party; and
  - (d) at your expense return to us any materials you have received from us in relation to your use of our logos.

#### 13. How notices are given

- 13.1 If a notice needs to be given by us to you or vice versa it is to be in writing and is to be dated and signed by the giver of it.
- 13.2 A notice is given to by us to you or vice versa by -
  - (a) delivering it; or
  - (b) posting it by pre-paid post; or
  - (c) sending it by electronic communication (email)

to our or to your address or to our or to your email address set out in the Schedule.

- 13.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.
- 13.4 A notice that is posted is given -
  - (a) if posted by express post, on the next business day; or
  - (b) if posted by priority post, on the fourth business day; or
  - (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

13.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

- 13.6 For the purpose of giving a notice
  - (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
  - (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at our street address if we are the recipient or at your street address set out in the Schedule, if you are the recipient; and
  - (c) "in writing" means any way of representing or reproducing words, figures or symbols in a visible form.
- 13.7 For the purposes of Part 2, Division 2, section 8 of the Electronic Transactions (Victoria) Act 2000 we and you agree it is reasonable to expect that information or a notice or both to be given by either of us to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and we and you consent to information or a notice or both being given by either of us to the other by means of an electronic communication.
- 13.8 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

## 14 What law applies?

14.1 The law of Victoria applies to your licence.

#### 15 This is an entire agreement

- 15.1 Your licence constitutes the entire agreement made between the both of us.
- 15.2 There are no other agreements or understandings whether in writing or otherwise in relation to or in connection with your licence.
- 15.3 If a part of your licence is found by a court or tribunal to be invalid it will be deemed severed and the remainder of your licence will continue in full force and effect.



## SCHEDULE

The date of this non-exclusive licence is: \_\_\_\_\_\_(\*this is the date on which the non-exclusive licence begins)

#### Licensee Details:

Name Business Name/ Individual Name

[ACN] (\* enter name as registered with the Business Licensing Authority)

## Street address: Email address: Award Category: Logo Type: Finalist/ Winner

This non-exclusive licence ends\*: at midnight on the day that is the day before the fifth anniversary of the date of this non-exclusive licence. (\*Refer to clause 12 which sets out what you must do when this non-exclusive licence ends)

#### The terms of your non-exclusive licence are:

- I. You must not recreate the logo or any of its elements
- II. You must always use the master artwork provided when reproducing the logo
- III. You must not distort the logo in any way
- IV. You must not apply drop shadows or additional visual effects to the logo
- V. You must only use the logo in the context of a finalist or winning entrant in the abovenamed category.
  - a. For the avoidance of doubt and by way of example –if the logo is to be used as a result of you being the winning entrant or finalist in the abovenamed category and it is an **estate agency category**, you can use the logo on 'for sale' and for 'lease boards', your website, your brochures and advertising material. You cannot use the logo on the business card of an estate agent, agent's representative or other employee or contractor or to promote an individual; or
  - b. if the logo is to be used as a result of you being the winning entrant or finalist in the abovenamed category and it is an **individual category**, you can use the logo on your business card and other material relating to you solely as an individual. You cannot use the logo to promote the business of your business partner or employer or a business to which you provide services on the basis of a contract.
- VI. Sample logos from 2016 are presented below for reference:



Executed by The Real Estate Institute of Victoria Ltd

CEO

Executed by Business Name/ Individual

Director

Director / Secretary

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