



"CONTAINERS FOR CHANGE QLD APP" COMPETITION

PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this promotion, these Terms and Conditions prevail.
2. The Promoter is Container Exchange (Qld) Limited ACN 622 570 209 ("**Promoter**") of Level 17, 100 Creek Street, Brisbane, QLD 4000 ("**Promoter's Address**"). Telephone number 13 42 42.
3. Participation in this promotion is deemed acceptance of these Terms and Conditions by the entrant and, in the case of an entrant under 18 years old ("**Minor**"), by the parent/guardian on behalf of that entrant.
4. This promotion is a game of chance.

ELIGIBILITY

5. Entry is open to:
 - (a) individuals who are Queensland residents aged 13 years or older at the date of entry into this promotion; and
 - (b) individuals in their capacity as representative of a Queensland community group.
6. Further, to be eligible to enter, the entrant must:
 - (a) have a valid Queensland residential address; and
 - (b) if the entrant is an individual representing a Queensland community group, the community group must also have a valid Queensland business address; and
 - (c) have a valid Queensland *Containers for Change* Scheme account ("**Qld Consumer Scheme Account**") and associated consumer Queensland Scheme ID. The account must not be restricted or suspended for any reason during the Promotional Period or at the time of any prize draw,

and otherwise comply with these Terms and Conditions and the Consumer Portal Terms and Conditions attached to the Qld Consumer Scheme Account. A link to a copy of the Consumer Portal Terms and Conditions (as varied from time to time) is available via the Qld Consumer Scheme Account sign up page at <https://consumer.containersforchange.com.au/create-account?scheme=QLD>.

7. In the case of an entrant who is a Minor, the entrant must have parental or guardian consent to enter this promotion and register a Qld Consumer Scheme Account. That parent or guardian must read and consent to these Terms and Conditions and the Consumer Portal Terms and Conditions attached to the Qld Scheme Account on behalf of the Minor. Parents and guardians of Minors may be required by the Promoter to provide signed releases and enter into a further agreement as evidence of consent to the Minor entering this promotion (and any other matter in connection with this promotion). Failure to provide such further



agreement will result in ineligibility of the Minor to participate in this promotion and any entry by the Minor will be deemed invalid.

8. The following are ineligible to enter this promotion:
 - (a) employees of the Promotor; and
 - (b) the immediate family of the above. "**Immediate family**" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

PROMOTIONAL PERIOD

9. The promotion commences at 9:00am AEST on Monday, 22 June 2020 and ends at 11.59pm AEST on Sunday, 5 July 2020 ("**Promotional Period**"). All times in this promotion are based on Queensland local time.

HOW TO ENTER

10. To enter this promotion, the entrant must, during the Promotional Period:
 - (a) have a valid Qld Consumer Scheme Account and associated *Containers for Change* Scheme ID. Entrants who do not have an existing consumer Scheme ID must sign-up for a Qld Consumer Scheme Account via the Containers for Change website at <https://consumer.containersforchange.com.au>;
 - (b) download the *Containers for Change QLD App* ("**App**") available via the Google Play and Apple stores, and locate the entry form for this promotion in the App ("**Entry Form**"); and
 - (c) complete and submit all requested details on the Entry Form, including the nominated prize from the prescribed options, a valid email address and valid telephone number. Where an entrant represents a community group, the entrant must identify this in the prescribed field in the Entry Form.
11. Entry into this promotion is free (excluding internet connection, mobile, telephone and any other third party charges).
12. Entries must be received by the Promoter before the end of the Promotional Period. Time of entry is determined by the time the online entry is received by the Promoter's database, and not the time of submission by the entrant.
13. Incomplete, incorrect or indecipherable entries, as determined by the Promoter, will be deemed invalid.
14. One entry per entrant only. Multiple entries are not permitted and are deemed invalid. If the Promoter reasonably believes, in its absolute discretion, the entrant has more than one Qld Consumer Scheme Account via which additional entries are submitted, all entries will be deemed invalid.



15. The Promoter reserves the right, at any time, to verify and require the entrant to verify the validity of the entry and entrant's details (including an entrant's identity, age and place of residence or in the case of a Minor, the legal guardian or parent's identity, age and place of residence). The Promoter reserves the right, in its sole discretion, to disqualify any entrant who the Promoter believes, for any reason, has breached any of these Terms and Conditions (including the Consumer Portal Terms and Conditions), tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. If there is a dispute as to the identity of an entrant, validity of an entry or the entrant's eligibility to participate in this promotion, the Promoter has sole discretion to determine the identity of the entrant, the validity of the entry and the eligibility of the entrant.

PRIZES

17. Total prize pool retail value is between AUD\$2,595 and AUD\$2,745 including GST as at 29 May 2020 (depending on the final composition of the awarded prizes as nominated by the winning entrants). There are a total of five prizes to be won (together, the "**Prizes**"). A Prize will be either:
 - (a) an Apple watch with a retail value of up to AUD\$519 including GST; or
 - (b) a Samsung watch with a retail value of up to AUD\$549 including GST,as selected by the entrant at the time of entry.
18. The Promoter is not responsible for any changes in the value of the Prizes.

Order in which the prizes will be drawn

19. The Prizes in this promotion will not be drawn in any order. A winner's Prize will be determined by that winning entrant's nomination in the Entry Form.

Prize Draw and Notification

20. The Prize draw for all Prizes will take place on 8 July 2020 and will be wholly conducted electronically due to restrictions in Queensland relating to COVID-19 ("**Prize Draw**"). Entrants are not required to be present at the draw.
21. The winner of each Prize will be drawn from all entries received during the Promotional Period at random using a random electronic drawing system. The winners of the Prizes will be the first five valid entries drawn at the Prize Draw ("**Winners**"). The Promoter may draw additional reserve entries at the Prize Draw and record them in order in case of an invalid entry or ineligible entrant ("**Reserve Winning Entries**"). A winner cannot win more than one Prize.
22. If, for any reason, a winning entry is deemed invalid, then the next entrant with a valid entry from the Reserve Winning Entries will be the winner.



23. The Winners of the Prize Draw will be published on the Promoter's Facebook and Instagram pages on a provisional basis.
24. Winners will be notified within 2 business days of the Prize Draw they have won a Prize via the email or telephone number submitted in the Entry Form. Winners will be requested via email ("**Notification**") to provide, and must provide:
- (a) a valid Queensland postal address by a stipulated time to claim and receive their Prize; and
 - (b) if requested by the Promoter, current identification verifying the Winner's nominated postal address and any other matter in connection with this promotion (namely the Winner's, identity, age and residential address); and
 - (c) if requested by the Promoter, sign and provide any documentation required by the Promoter (in its absolute discretion), including any releases in favour of the Promoter or statutory declarations.

In respect of sub (b) and (c) above, where the Winner is a Minor, the legal parent or guardian of the Minor may be required to comply with these requirements on the Minor's behalf.

25. Notwithstanding any Notification of a win, Winners are all provisional winners, until such time as the Promoter is satisfied that the entrant has complied with these Terms and Conditions (including any conditions of accepting a Prize).

Claim Period, Delivery and Unclaimed Prizes

26. Each Prize must be claimed within 14 days of the Notification, or a longer period agreed to by the Promoter at its sole discretion ("**Claim Deadline**"). The Promoter may vary the Claim Deadline in its sole discretion on notice to the relevant entrant. A Prize is claimed once the Promoter:
- (a) receives an email reply from the Winner accepting the Prize and nominating a Queensland postal address in response to its Notification; and
 - (b) is satisfied that the Winner has complied with these Terms and Conditions (including any requirements of the Promoter as a precondition to accepting a Prize).
27. If, by the Claim Deadline, a Winner does not claim a Prize, and the Promoter is unable to locate the Winner using the email or telephone provided on the Entry Form or cannot deliver a Prize, then the Prize will be forfeited and deemed unclaimed.
28. A Prize is deemed to be delivered to a Winner at the time the Promoter or the Promoter's nominated prize supplier posts the Prize to the Winner's nominated postal address. The Prizes may be delivered on a date that is greater than 1 month after the Winner is decided.
29. In the event that a Prize is forfeited or is unclaimed after expiry of the Claim Deadline for any reason ("**Unclaimed Prize**"), the redraw of a winner ("**Unclaimed Prize Winner**") will be determined as follows:



- (a) the next entrant with a valid entry from the Reserve Winning Entries will be the Winner of the Unclaimed Prize. If the Unclaimed Prize Winner does not claim or forfeits the Unclaimed Prize, the Promoter will continue to redraw a winner from the Reserve Winning Entries until the Prize is claimed or the Reserve Winning Entries are exhausted;
 - (b) where the Reserve Winning Entries are exhausted:
 - (i) the Promoter will conduct a redraw for the winner of the Unclaimed Prize within 7 days of the date on which the Prize is deemed an Unclaimed Prize. The winner of the Unclaimed Prize will be drawn from the remaining entries from the Prize Draw at random using a random electronic drawing system and be the first valid entry drawn at the Unclaimed Prize Draw; and
 - (ii) if the Unclaimed Prize Winner does not claim or forfeits the Unclaimed Prize within the specified time, the Promoter will continue to draw for a winner from the remaining entries from the Prize Draw at random until the Unclaimed Prize is claimed. Such redraws will take place at a time and place as the Promoter decides in its absolute discretion.
30. Unclaimed Prize Winners will be notified in accordance with clause 24 above. The conditions at clauses 24 to 28 above also applies to Unclaimed Prize Winners.

GENERAL

31. For clarity, where the entrant represents a community group and wins a prize, the community group is the winner of the prize and the entrant claims the prize on behalf of the community group. Such entrants warrant that all dealings by it in connection with this Promotion is conducted as authorised representative of that community group.
32. The Promoter may cancel the promotion and not distribute a Prize (or any element of the Prize) where circumstances are beyond the Promoter's reasonable control and prevent the Promoter from providing the Prize (or element of the Prize) or access to the App during the Promotional Period.
33. If a Prize (or part of a Prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize similar to and of equal or greater value than the original prize.
34. Prizes (or any unused portion of a Prize) are not transferable or exchangeable and cannot be taken as cash.
35. As a condition of accepting a Prize, each winner (or their parent/guardian on the winner's behalf) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
36. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:



- (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
37. If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. Any request to access or update an entrant's information on an entry should be directed to the Promoter at enquiries@containerexchange.com.au.
38. The Promoter's decisions relating to this promotion are final, including the validity of entries, the eligibility of an entrant and redemption of Prizes. The Promoter will not enter into correspondence regarding the promotion results or any other decisions the Promoter makes in connection with this promotion.
39. The Promoter reserves the right to amend these Terms and Conditions at any time (without prior notice) without liability to any entrant or other person, subject to applicable laws. These Terms and Conditions and any varied Terms and Conditions will be available on the website <https://www.containerexchange.com.au/cfc-app-launch-competition-terms-and-conditions/>.
40. This promotion is governed by the laws in Queensland.
41. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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) any entry, or prize claim 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 tax liability incurred by a Winner or entrant; (e) taking and/or use of a prize; (f) any late, lost, damaged or misdirected Prize delivery due to any reason beyond the reasonable control of the Promoter, including any error or change in the Winner's nominated postal address and any dealings by the individual who does or purports to participate in this Promotion or claim the prize on behalf of a community group; and (h) the download and/or use of the App on the device used by the entrant, or the entrant's parent/guardian (including viruses and malware).

PUBLICITY MATERIALS

43. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photography, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion



(including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Where the entrant is a Minor, the parents/guardians of that entrant give such consent on behalf of the entrant.

PRIVACY AND COLLECTION NOTICE

44. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.containersforchange.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. For the purpose of conducting this competition, the Promoter will not disclose the entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose the entrant's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.

