



CONTAINERS FOR CHANGE PLASTIC OCEAN “WAVE OF CHANGE” PROMOTION

PROMOTION TERMS AND CONDITIONS

1. Information on how to enter this *Wave of Change* program (“**promotion**”) 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**”).
3. Participation in this promotion is deemed acceptance of these Terms and Conditions by the entrant, its representatives and participants in its entry. Where the entrant’s representatives or other participants are under the age of 18 years old, the entrant warrants it has obtained the consent of the individual’s parent or legal guardian to participate in the promotion and to these Terms and Conditions.
4. This promotion is a game of skill. Chance plays no part in selecting the winners.

PROMOTIONAL PERIOD

5. The promotion commences at 12 noon AEST on Friday, 28 August 2020 and ends at 11.59pm AEST on Friday, 6 November 2020 (“**Promotional Period**”). All times in this promotion are based on Queensland local time.

ELIGIBILITY AND REGISTRATION

6. Entry is open to all Queensland primary and secondary schools (“**entrant**”).
7. To be eligible to enter:
 - (a) during the Promotional Period, the entrant must have a valid Queensland *Containers for Change* Scheme account (“**Qld Consumer Scheme Account**”) and associated community Queensland Scheme ID. Entrants may sign-up for a Qld Consumer Scheme Account via the Containers for Change website at <https://consumer.containersforchange.com.au>;
 - (b) the entrant must register to participate in this promotion by 11.59pm on Friday 4 September 2020 (“**Registration Date**”) by:
 - (i) emailing community@containersforchange.com.au and requesting the Expression of Interest form prescribed by the Promoter;
 - (ii) completing and submitting all requested details in the Expression of Interest form; and
 - (iii) providing any further information requested by the Promoter in connection with the registration,

(“**Registration**”). Late Registrations may be accepted or rejected by the Promoter, in its absolute discretion;



- (c) the entrant must nominate a team of students from its school to participate and represent the entrant in the promotion (“**Participating Students**”). The Participating Students must all fall into one of the following age groups as selected in the entrant’s Expression of Interest form at Registration:
 - (i) ages 5 to 7 (or Grades Prep to 2);
 - (ii) ages 7 to 11 (or Grades 3 to 6); and
 - (iii) ages 11 to 16 (or Grades 7 to 12), (“**Age Group**”);
 - (d) the entrant must incorporate into its curriculum and use the Plastic Oceans Australasia’s educational resources during the Promotional Period, over Queensland school’s terms 3 and 4 of 2020;
 - (e) the entrant must have signed consent from all individuals whose name, likeness, image or voice is used in the entrant’s entry and, in the case of individual under the 18 years of age (including Participating Students), a parent or legal guardian of that person to participate in this promotion and their agreement to the use of the entrant’s entry pursuant to these Terms and Conditions (“**Consents**”). The Consent must be in the form prescribed by the Promoter (or as varied by agreement), which will be delivered to the entrant as soon as practicable after Registration and otherwise, on request; and
 - (f) the entrant’s entry must be approved by the entrant’s principal prior to submission.
8. Participation in this promotion is limited to the first 50 valid Registrations, as determined by the promoter.
9. The individual who registers the entrant, submits the entry and liaises with the Promoter in connection with this promotion must be over 18 years of age and be an authorised representative of the entrant for the purposes of this promotion.

HOW TO ENTER

- 10. Entry into this promotion is free. The costs of participating in the promotion, and any event in connection with this promotion, is at the entrant’s cost.
- 11. Entrants may only submit one entry into this promotion (“**Submission**”).
- 12. The Submission must be a visual entry which documents the Participating Students’ experience over the Promotional Period and show how the entrant is making cautious decisions about reducing the use of plastic at the entrant school. The entrant may submit a fun video, photo diary or artwork showing the entrant school’s recycling efforts and how the Participating Students have cut the use of plastic in the entrant school.
- 13. The entrant’s Submission must comply with the following requirements:



- (a) the Submission must be the entrant's original work;
 - (b) the Submission must not infringe the rights of any third party (including copyright and intellectual property rights) and may be lawfully used by the Promoter as contemplated in these Terms and Conditions; and
 - (c) the Submission must be accompanied by copies of all necessary Consents.
14. Submissions must be received by the Promoter by 11.59am AEST on Friday, 6 November 2020. Submissions must be submitted to the Promoter by email to enquiries@containerexchange.com.au (email size limit is 35 MB). Where the entry cannot reasonably be submitted in electronic format and by email, the entrant must contact the Promoter at enquiries@containerexchange.com.au to discuss appropriate arrangements to receive the Submission. Time of entry is determined by the time the Submission is received by the Promoter. Late Submissions may be accepted or rejected by the Promoter, in its absolute discretion.
15. If the entrant has any queries regarding the specifications of any Submission (e.g. data size, electronic file size), please contact enquiries@containerexchange.com.au to ensure that the Submission is in a format capable of viewing and use by the Promoter and judging panel.
16. Any Submission that is incomplete, indecipherable, illegible, corrupted, cannot be viewed or used by the Promoter for any reason, has or may have been manipulated or tampered with in any way, contains content that is or may be offensive, illegal, derogatory, defamatory or adverse to the reputation to any individual or entity, or does not comply with these Terms and Conditions, as determined by the Promoter, is deemed invalid.
17. Submissions may be returned to entrants, at the Promoter's discretion. Physical Submissions (e.g. artwork) may be returned to an entrant, on request to enquiries@containerexchange.com.au and at the entrant's cost. Any physical Submissions in the Promoter's possession or control 3 months after the end of the Promotional Period, may be destroyed or dealt with as the Promoter deems fit.

PRIZES

18. Total prize pool retail value is AUD\$3,480 as at 27 July 2020. There are a total of three prize packs ("**Prize**") to be won with one prize allocated to each Age Group. Each Prize comprises of an Oculus Quest 128GB, an Oculus Quest travel case, an Oculus Quest standard facial interface, an Oculus Quest right hand controller, an Oculus Quest left hand controller and a 15W USB-C power adaptor for Australia with a total retail value of AUD\$1,160 including GST.
19. The Promoter is not responsible for any changes in the value of the Prizes.
20. Prizes (or any unused portion of a Prize) are not transferable or exchangeable and cannot be taken as cash. 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.

JUDGING PROCESS AND CRITERIA



21. Each Submission will be allocated to an Age Group based on the age of the Participating Students as disclosed in the entrant's Expression of Interest form (unless otherwise permitted by the Promoter). Each Submission will be judged within its assigned Age Group.
22. Valid entries will be judged between Monday 9 November 2020 and Monday 23 November 2020 ("**Judging Period**"). All valid Submissions will be judged by panel of at least 4 people. Members of the judging panel will be appointed by the Promoter, in its absolute discretion, and be representatives from the Promoter and Plastic Oceans Australasia.
23. One winner per Age Group will be selected. The most creative and enthusiastic Submission in each Age Group (as determined by the judging panel) will win and will be judged based on the following criteria:
 - (a) the level of engagement with and use of the Plastic Oceans Australasia's educational resources supplied in connection with this promotion;
 - (b) the level of engagement with and use of the *Containers for Change* scheme; and
 - (c) creativity and presentation of the visual entry.

PUBLICATION AND NOTIFICATION OF WINNERS

24. The Promoter may publish the winners of this promotion on the Promoter's Facebook and Instagram ("**Announcement**").
25. Winners of each Age Category will be notified within 7 days after the Judging Period.
26. Winners will be notified they have won a Prize by the email or telephone number submitted in the Expression of Interest form. Winners will be requested via email ("**Notification**") to provide, and must provide by a stipulated time:
 - (a) a valid Queensland postal address to receive their Prize ("**Nominated Address**");
 - (b) the name and position of the person to which the Prize is to be addressed, as nominated recipient on behalf of the entrant ("**Nominee**"). If requested by the Promoter and where the Nominee is not the principal of the entrant, the entrant must provide written confirmation from the principal that the Nominee is authorised to receive the Prize at the Nominated Address, and does so on behalf of the entrant; and
 - (c) if requested by the Promoter, obtain and provide any documentation required by the Promoter (in its absolute discretion), including any releases in favour of the Promoter or statutory declarations.
27. Notwithstanding any Announcement or Notification, 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).
28. For clarity, the school (as entrant) is the winner of the Prize, and the Nominee claims and receives the prize on behalf of that school.



CLAIM PERIOD, DELIVERY AND UNCLAIMED PRIZES

29. Each Prize must be claimed within 14 days of the Notification ("**Claim Deadline**"). The Promoter may vary the Claim Deadline in its sole discretion on notice to the relevant winner. A Prize is claimed once the Promoter:
 - (a) receives an email reply to the Notification from the winner accepting the Prize and providing the information requested at paragraph 26 above; 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).
30. If, by the Claim Deadline, a winner does not claim a Prize then the Prize will be forfeited and deemed unclaimed.
31. 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 Address. The Prizes may be delivered on a date that is greater than 1 month after the winner is decided.
32. In the event that a Prize is forfeited or is unclaimed for any reason ("**Unclaimed Prize**"), the judging panel will decide a new winner from the remaining valid Submissions in the relevant Age Group as soon as practicable after the Prize is deemed to be an Unclaimed Prize. Unclaimed Prize winners will be notified within 7 days the judging panel determines the entrant is the winner. Clauses 26 to 31 above applies to Unclaimed Prize winners.
33. It is a condition of accepting the Prize that the entrant:
 - (a) agrees to, at the Promoter's request, participate in an interview to follow up the entrant initiatives to reduce plastic at the entrant school. The interview will be in a format determined by the Promoter and will be conducted within 12 months of the end of the Promotional Period (at a date and time to be agreed between the parties). The entrant will take all necessary steps to obtain and provide any necessary approvals, permissions, releases and consents as reasonably required by the Promoter to enable the Promoter to use, publish and distribute the interview for purposes in connection with this promotion, any other promotion in connection with the Promoter and any educational purpose or activity; and
 - (b) if requested by the Promoter, provide any legal documentation as and in the form required by the Promoter, Plastic Oceans Australasia, or a prize supplier, including but not limited to a legal release and indemnity form.

PUBLICITY MATERIALS & WARRANTIES

34. On entry of the Submission, the entrant grants the Promoter, at no cost, an irrevocable, transferable, royalty free, perpetual, worldwide, non-exclusive licence to use (including reproduce, modify, adapt, distribute, and publish on any medium) the Submission in whole or in part for purposes in connection with this promotion, and any other promotion, educational purpose or other activity of the Promoter including, without limitation, use in the Promoter's annual reports and social media and other marketing materials. The licence granted in this clause includes the right to grant sublicenses.



35. The entrant consents to the publication of its name and its Submission in connection with this promotion, and any other promotion, educational purpose or other activity of the Promoter, including publication on the Promoter's social media, website or in printed documents (such as the Promoter's annual reports).
36. Each entrant warrants that, at the time of entry of the Submission:
- (a) its Submission is the entrant's original work, and the Submission, in whole or part, has not been and will not be submitted or published in connection with any other promotion (however described);
 - (b) its Submission does not contain any material that could be considered defamatory, offensive or otherwise inappropriate or unlawful;
 - (c) it has procured from each person involved in the creation of the Submission a moral rights consent under which that person grants to the Promoter an unconditional and irrevocable waiver of any and all moral rights they may have in respect of the Submission and consents to all acts or omissions that would, apart from the consent, infringe their moral rights in the Submission;
 - (d) all required consents, approvals, permissions, licenses and releases in relation to its Submission have been obtained. This includes the Consents;
 - (e) the Submission does not infringe the rights of any third-party (including intellectual property rights), and the Promoter's use or dealings with the Submission as contemplated in these Terms and Conditions will not infringe any third-party rights; and
 - (f) the entrant's representatives in connection with this promotion are over 18 years of age and are authorised representatives of the entrant. This includes the nominated teacher in the Expression of Interest Form, the person who submits the Submission, and the nominated contact on the entrant's Qld Consumer Scheme Account.
37. The entrant irrevocably indemnifies the Promoter against all claims, demands, loss and damages in connection with any actual or alleged breach of any warranties given by the entrant and any breach of these Terms and Conditions.

ALL DECISIONS ARE FINAL

38. The Promoter's and judging panel's decisions relating to this promotion are final and binding, and no correspondence will be entered into.

GENERAL

39. The Promoter is not responsible for any late, lost, altered, damaged, misdirected, incomplete, indecipherable or incorrect Registrations or Submissions. The Promoter may determine such Registrations and Submissions to be invalid. Any late, incomplete or amended Registrations and Submissions may be accepted by the Promoter at its discretion.



40. The Promoter may at any time verify the eligibility of the entrant to participate in this promotion, and disqualify any entrant who the Promoter believes, for any reason, does not meet the eligibility criteria or has breached these Terms and Conditions.
41. If there is a dispute in connection with the identity of an entrant, the eligibility of an entrant to participate in this promotion or the validity of any Submission, the Promoter has sole discretion to determine the identity of the entrant, the eligibility of the entrant and the validity of the Submission.
42. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of its rights. The Promoter's legal rights to recover damages or other compensation are reserved.
43. 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 Plastic Oceans Australasia educational resources to the entrant, or the entrants from accessing the educational resources during the Promotional Period.
44. 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, actual or suspected tampering with the entry process, actual or suspected unlawful or improper conduct, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant, or to modify, suspend, terminate or cancel the promotion, as appropriate.
45. 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 in connection with an entry should be directed to the Promoter at enquiries@containerexchange.com.au.
46. The Promoter may 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/wave-of-change-competition-terms-and-conditions/>
47. This promotion is governed by the laws in Queensland.

DISCLAIMER

48. The entrant, its representatives and any other participant of its Submission participate in this promotion at their own risk.
49. The Promoter does not warrant or represent that the Prize and the Plastic Oceans Australasia educational resources are suitable or fit for purpose, or of merchantable quality.
50. 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.

51. 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 Registration, entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after 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 the entrant; and (g) use of the Prize and the Plastic Oceans Australasia educational resources.

PRIVACY AND COLLECTION NOTICE

52. 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 the entrant 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.