

2022 WasteSMART Brisbane Awards

TERMS AND CONDITIONS

Terms and Conditions of Entry

1. These terms and conditions set out all the information regarding the 2022 WasteSMART Brisbane Awards (the **Terms and Conditions**).
2. The 2022 WasteSMART Brisbane Awards (the **Awards**) are presented by Brisbane City Council ABN 72 002 765 795 (**Council**) and promoted by Brisbane Sustainability Agency Pty Ltd ABN 28 099 480 010 (a wholly-owned subsidiary of Council) whose principal offices are at Level 8, 307 Queen Street, Brisbane, Queensland (the **Promoter**).
3. Information on how to enter the Awards forms part of the Terms and Conditions.
4. Entry in the Awards is deemed acceptance of these Terms and Conditions.

Award Categories:

5. There are seven (7) categories available to be entered into as part of the Awards as listed below (each an **Award Category**):
 - a) Councillors' WasteSMART Choice Award;
 - b) Brisbane's WasteSMART Champions Award;
 - c) WasteSMART Community Award;
 - d) WasteSMART Business Award;
 - e) WasteSMART Early Learning Award; and
 - f) WasteSMART Schools Award; and
 - g) WasteSMART All-Star Award.
6. The Award Category, All-Star Award, recognises the long-term commitment to waste prevention and reduction. In order to enter the Award Category All-Star Award, the nominee must have won a WasteSMART award in at least one of the previous three calendar years.
7. In addition to the above Award Categories entrants may be entered in the below by the judges on a discretionary basis:
 - a) all finalists from Award Categories automatically become finalists for the **People's Choice Waste Smart Award** which is determined by public vote;
 - b) all finalists from Award Categories will automatically be entered into the **Outstanding WasteSMART Award** with the judging panel to determine the ultimate winner;
 - c) the judges may award, at their sole discretion, a **Highly Commended Award** to any nomination they consider to show potential, without being the winning award in their nominated Award Category.(each a **Judges Award Category**)

Eligibility:

8. To be eligible to enter the Awards, a person must:
 - a) fully and legibly complete all the details on the online entry form available at [wastesmartawards.com.au](https://www.wastesmartawards.com.au) (the **Online Entry Form**);
 - b) not be an employee or contracted staff of the Promoter or Council, a Councillor or a judge for the Awards;
 - c) be over the age of 18 or have the consent of a parent or guardian to enter the Awards;
 - d) demonstrate that their nominated project was performed within the City of Brisbane (as defined in the *City of Brisbane Act 2010*) and produced results between **1 July 2021 and 30 June 2022** (the **Eligibility Period**); and
 - e) demonstrate that their nomination is for a new initiative or new addition to an existing initiative that has produced new outcomes during the Eligibility Period; and
 - f) meet any specific eligibility criteria available at <https://www.wastesmartawards.com.au/eligibility/>
9. The Promoter reserves the right to determine the eligibility of entries and the success of each entry against the Awards criteria in its sole discretion. The Promoter may exclude an entrant if they consider their entry or awarding the award to that entrant would be inconsistent with the Promoter's general objectives.

Prizes:

10. The prizes for each Award Category and Judges Award Category are as follows:
 - a) Councillors' WasteSMART Choice Award - 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - b) Brisbane's WasteSMART Champions Award – 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - c) WasteSMART Community Award – 2 awards of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - d) Waste Smart Business Award – 2 awards of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - e) WasteSMART Early Learning Award – 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - f) WasteSMART Schools Award – 2 awards of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - g) People's Choice WasteSMART Award – 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - h) Outstanding WasteSMART Award - 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter;
 - i) All-Star WasteSMART Award - 1 award of \$350 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter; and
 - j) Highly Commended – 3 awards of \$100 in cash or a prize to the same or greater value to be determined at the discretion of the Promoter,(each a **Prize**).
11. If a Prize winner does not accept any element of a Prize, the Promoter is not obliged to provide that winner with a substitute prize. Any additional expenses incurred by the Prize

winners, other than those outlined in these Terms and Conditions, are the responsibility of the Prize winners.

12. A Prize must be redeemed by the relevant Prize winner unless that Prize winner is under 18 years of age, in which case the Prize winner's parent or legal guardian is required to redeem the Prize on the Prize winner's behalf.

How to enter:

13. To enter the Awards, entrants must complete the Online Entry Form during the Awards entry period noted in condition 15 below.
14. Illegible, incomplete, late or non-compliant entries are invalid and will not be accepted and no further correspondence will be entered into.
15. Only one entry per person per Award Category will be accepted.
16. Entries must be received between **9am Monday 11 July 2022** and **5pm Saturday 3 September 2022**.

Nomination:

17. Upon nomination, all entrants will receive an automated email from the Promoter to the email address noted on the Online Entry Form with additional questions specific to the Award Category they entered. Entrants must answer any and all additional questions and are able to submit a maximum of three supporting documents, such as images, video, brochures, media releases, reports and letters of recommendation. **This additional information is compulsory for judging and must be submitted to the Promoter via return email by 5pm Monday 5 September 2022 AEST or the nomination will be deemed invalid.**
18. A project may be entered in multiple Award Categories but it can only be recognised as a finalist in one Award Category.
19. The judging panel reserve the right to re-categorise an entry, or enter it in an additional Award Category, if they determine an Award Category other than the Award Category entered into is better suited for the entry.

Voting for the People's Choice WasteSMART Award

20. The winner of the People's Choice WasteSMART Award will be chosen based on public votes. The finalist with the most public votes from **9am AEST 3 October 2022** to **5pm AEST 16 October 2022** will be deemed the winner.

Judging process for all Award Categories, except the People's Choice WasteSMART Award:

21. The judging panel for the Awards will be outlined on the home page at <https://wastesmartawards.com.au/> once announced.
22. The judging process for each entry is as follows:

- a) ROUND 1 - The Promoter's Program Manager, Internal Management Team and Council representatives review all entries received. Entries are judged on the merits in accordance with the judging criteria noted in condition 23. Out of that process 3 finalists are shortlisted for each Award Category.
 - b) ROUND 2 - Entries selected as "Finalists" are evaluated on the merits in accordance with the judging criteria and weighting noted in 23. Out of this process, the judges' scores for each finalist are averaged to identify the winner in each Award Category.
 - c) The Promoters Program Manager will participate in Round 1 and facilitate the Round 2 judging to ensure consistency across both judging rounds.
23. Entrants understand that judges:
- a) will not participate in judging any Award Category or Judges Award Category where there may be a conflict of interest; and
 - b) will be bound by a confidentiality agreement.
24. Each entry to the Awards will be judged by the set criteria. The criteria is available [here](#).

Winner notification

25. The winners will be announced by the Lord Mayor at the Award ceremony in the Brisbane Room at City Hall on Thursday 17 November 2022 (subject to COVID-19 restrictions) (the **Awards Ceremony**).
26. Entrants agree that if they are a finalist in the Awards, they must attend, or have a representative attend, the Awards Ceremony to receive the relevant Prize in the event that they win.

Re-draw:

27. If a finalist cannot attend the Award Ceremony and are selected by the judging panel as a winner, the Promoter reserves the right to award the Prize for the relevant Award Category in favour of the next highest scoring finalist within that Award Category who is in attendance at the Award Ceremony.

Warranty:

28. Entrants warrant that the information in their entry, and any attachments to their entry, are true and correct to the best of their knowledge and do not contain any defamatory or offensive content or infringe upon the copyright, intellectual property rights or moral rights of any person and that they will notify the Promoter of any changes to the information and any circumstances that may affect their entry. By submitting a photograph for entry, the entrant warrants that prior to submitting the photograph, they have gained the consent of all identifiable persons featured in that photograph.
29. The Promoter reserves the right to verify the validity of entries and may disqualify an entrant or an entry if it discovers or determines that an entry does not comply with these Terms and Conditions, an entrant has provided dishonest or incorrect information in its entry or that an

entry contains defamatory or offensive content or infringes third party intellectual property rights.

30. The Promoter requires a minimum of three entries for an Award Category to ensure the quality and integrity of the Awards. If less than three entries for a particular Award Category are received, the Promoter reserves the right to remove that Award Category from the Awards.
31. In the case of disputes regarding the judging of the Awards, the Promoter's decision is final, and no correspondence will be entered into.
32. The Promoter reserves the right to change an Award Category or Judges Award Category or eligibility requirements for an Award Category, refrain from the awarding of winners for an Award Category or Judges Award Category or award joint winners.
33. The Promoter's failure to enforce any of its rights contained in these Terms and Conditions at any stage does not constitute a waiver of those rights.
34. The Promoter, its partners, sponsors, judges, staff and contractors shall not be held liable for any reason whatsoever resulting from its adjudication in good faith of entries in these Awards.
35. **Force Majeure:** If for any reason these Awards are not capable of running as planned (including due to restrictions as a result of the COVID-19 pandemic, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, including where it is required or directed to for any reason by Council) which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the Awards.
36. By entering the Awards, entrants agree that if they become finalists or winners of the Awards they will participate in marketing and promotional activities of the Promoter, including but not limited to media exposure and promotion of future WasteSMART Brisbane Award ceremonies without any payment or other compensation. If requested by the Promoter, entrants will provide all reasonable assistance and cooperation to the Promoter in the preparation of case studies and other material for the promotion of the Awards or for the Promoter's use generally.
37. Winners and finalists may promote themselves as winners or finalists of the Awards (as applicable) by use of the Awards' logo in accordance with the Promoter's directions and guidelines provided to them along with digital copies of the Award's logo.
38. Entrants acknowledge that Council is subject to the *Right to Information Act 2009* (Qld). Each entrant acknowledges that if a Right to Information request is made, their entry may be provided in response to that request with all appropriate redactions in accordance with the *Right to Information Act 2009* (Qld).

Privacy consent:

39. Entrants agree that their personal information will be stored and used by the Promoter or Council:

- a) for the purpose of the Awards in accordance with these Terms and Conditions;
 - b) to contact the entrant during and after the Awards to seek information or comments about the Awards or to inform them about similar programs, events or services which may be of interest to the entrant. If the entrant wants to unsubscribe from the Promoter's or Council's database for this purpose, the entrant must email wastesmartawards@sustainablebrisbane.com.au with the words UNSUBSCRIBE – WASTE SMART BRISBANE AWARDS or contact the Promoter's Customer Contact Centre on (07) 3007 7005; and
 - c) as specified on the Awards website <https://wastesmartawards.com.au/>.
40. All personal information will be protected in accordance with the Promoters Privacy Statement (available at <https://www.sustainablebrisbane.com.au/privacy/>) or Council's Privacy Statement (available at <https://www.brisbane.qld.gov.au/about-council/privacy-copyright-disclaimer>) depending on the appropriate entity who has access to particular information.
41. Entrants acknowledge that the Promoter may refer entries to Council for assessment, reporting or advice.

Copyright consent:

42. By entering into the Awards, the entrant:
- a) grants to the Promoter (and agents or contractors acting on behalf of the Promoter) the non-exclusive, irrevocable, free-of-charge, right to use, reproduce, modify, adapt, edit, publish and communicate to the public; and
 - b) consents to their name (in whole or in part) being acknowledged as the author of, the entrant's entry (including any material provided by the entrant in support of their entry) in any media and within any material relating to or arising out of the Promoter's WasteSMART Brisbane Awards or any broader program or strategy of the Promoter including for promotional, marketing and publicity purposes relating to that program or strategy.
43. The entrant acknowledges and accepts that the Promoter (and agents and contractors acting on behalf of the Promoter) are not obliged to use the entrant's entry and/or their name on any such materials or in any media. Entrants will advise the WasteSMART Brisbane Awards Coordinator in writing at wastesmartawards@sustainablebrisbane.com.au if there are specific restrictions on the use of any materials or images submitted as part of their entry.

Conflict of interest:

44. Entrants are required to declare all actual, potential or perceived conflicts of interest in their entry and advise the Promoter immediately if they become aware of any conflict of interest that arises subsequently.

No liability of Promoter or Council:

45. Neither the Promoter or Council accepts any responsibility whatsoever for late, misplaced, lost or ineligible entries. Neither the Promoter or Council makes any representations or warranties as to the quality, suitability or merchantability of the Prizes. To the extent permitted by law, neither the Promoter or Council is liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury sustained in connection with the entry into the Awards or acceptance of the Prize.

46. To the extent all or any part of condition 44 is found to be contrary to the Australian Consumer Law, but the Australian Consumer Law otherwise permits the Promoter to limit the Promoter's liability to the value of the Prize or the resupply of the Prize, then the liability of the Promoter is instead limited, at the Promoter's election, to either:
- a) the value of the Prize; or
 - b) the resupply of the Prize,
- howsoever such liability arises and whether arising in tort (including without limitation in negligence), for breach of contract (including without limitation under any indemnity), under statute, in equity or otherwise.

General:

47. Entrants are required to declare any penalties or notices they have received from the Department of Environment and Science or WorkCover Queensland for any breaches of the *Environmental Protection Act 1994 (Qld)*, *Work Health and Safety Act 2011 (Qld)*, *Workers' Compensation and Rehabilitation Act 2003 (Qld)* or of any other environmental, work, health and safety or other legislation or regulations (**Safety Laws**) in the last 10 years. Entrants are also required to declare any current investigations, notices, prosecutions, pending prosecutions or enforcement action against them arising out of a breach or possible breach of any Safety Laws. This obligation continues for a year after the Awards event for the winners of the Awards.
48. Entrants acknowledge that the Promoter may, if the entrant's entry is short listed as a finalist in the Awards, undertake confidential checks with the Department of Environment and Science, WorkCover or other regulators about the entrant's environmental, work, health and safety or other regulatory performance. Entrants may be excluded if the Promoter determines that an entrant's recent record against Safety Laws is unacceptable for the purposes of the Awards.
49. Entrants must not do anything that may damage, bring into disrepute or ridicule the name, messages or reputation of the Promoter or Council, or attract public or media attention which may be prejudicial or otherwise detrimental to the name, messages or reputation of the Promoter or Council. In particular, entrants must ensure compliance with all equal employment, occupational health and safety and environmental laws.
50. The Promoter reserves the right to modify these Terms and Conditions at any time and to cancel or amend the Awards at any time without notice or further recourse to the entrants.