

2023 WasteSMART Brisbane Awards

TERMS AND CONDITIONS

Introduction

1. These terms and conditions of entry (the **Terms and Conditions**) set out all the information and instructions regarding the 2023 WasteSMART Brisbane Awards (the **Awards**). By submitting an entry, Entrants agree to be bound by these Terms and Conditions.
2. 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 20, 307 Queen Street, Brisbane, Queensland (the **Promoter**).
3. Entries open at **9am AEST Monday 17 July 2023** and close **11:59pm AEST Saturday 2 September 2023**.
4. Winners will be announced by the Lord Mayor at the Award ceremony to take place in the Ithaca Auditorium at City Hall on **Thursday 16 November 2023** (the **Award Ceremony**).
5. 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.
6. These Terms and Conditions and the Awards are governed by the laws of Queensland, Australia.

Who can enter?

7. To be eligible to enter the Awards, entrants:
 - a) must:
 - i) not be an employee or contractor of the Promoter, an employee or contract of the Waste and Resources Recovery Services Branch, City Standards, Brisbane Infrastructure, Council, a Councillor or a person selected as a judge for the Awards;
 - ii) be:
 - A) 18 years or older on the date entries for the competition open (17 July 2023); or
 - B) over the age of 6 and have the consent of a parent or guardian to enter the Awards;
 - iii) be located within the Brisbane City Council local government area (the **Brisbane LGA**);
 - iv) describe a new project, initiative or innovation or a new addition to an existing project, initiative or innovation related to waste prevention or reduction and education that:
 - C) was conducted within the Brisbane LGA;
 - D) produced results or outcomes during the period commencing **1 July 2022 and ending 30 June 2023**;
 - v) fully and legibly complete all details on the Application Form available at wastesmartawards.com.au (the **Application Form**); and
 - vi) agree to these Terms and Conditions;
 - b) may be individuals, community groups, associations (incorporated or unincorporated associations), not-for-profit organisations, charities, businesses, schools, or kindergartens and early learning centres.
8. Entrants are not eligible to enter the Awards if the entrant is undergoing compliance investigations with Council. Any entry received from an entrant undergoing compliance investigations with Council will be deemed invalid. The Promoter is not obligated to provide an entrant with notice that their application has been deemed invalid in accordance with this condition.

How to enter

9. Complete the Application Form.
10. All eligible entrants will receive an automated email from the Promoter to the email address noted on the Application Form with additional questions specific to the Award Category they have entered.
11. Entrants must answer all additional questions and submit a maximum of five supporting documents such as images, video, brochures, media releases, reports and letters of recommendation to support their entry. **This additional information is compulsory for all entrants and must be submitted to the Promoter via the Application Form by 5pm Monday 4 September 2023 AEST or the entry will be deemed invalid.**
12. 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 the Promoter considers that the entry or awarding a Prize to the entrant would be inconsistent with the Promoter's or Council's general objectives.
13. An entry may be entered in multiple Award Categories, but it will only be recognised as a finalist in one Award Category.
14. The judging panel reserves the right to re-categorise an entry, or enter it in an additional Award Category, if the judging panel determine that the entry is better suited to a different Award Category.
15. Ineligible, incomplete, late or non-compliant entries are invalid and will not be accepted by the Promoter. The Promoter will not enter into any communication or correspondence about any entry that is deemed to be invalid. The Promoter is not obligated to provide an entrant with notice that their application has been deemed invalid in accordance with this condition.

Award categories

16. Entrants may enter into one or more of the following categories, 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;
 - f) WasteSMART Schools Award;
 - g) WasteSMART All-Star Award.
17. The WasteSMART All-Star Award recognises the long-term commitment to waste prevention and reduction. To be eligible for the WasteSMART All-Star Award, the entrant must have won or have been highly commended for a WasteSMART Brisbane Award in at least one of the previous three calendar years.
18. In addition to the Award Categories, all finalists from the Award Categories will automatically be entered into:
 - a) the People's Choice Waste Smart Award, which is determined by public vote; and
 - b) the Outstanding WasteSMART Award, which is determined by the judging panel.
19. The judges may also award, at their sole discretion, a Highly Commended Award to any nomination they consider shows potential, without being the winning award in their nominated Award Category.

Prizes

20. The prizes for each Award Category, the People's Choice Waste Smart Award, the Outstanding WasteSMART Award and the Highly Commended Award are:
- 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) 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;
 - h) 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;
 - i) 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;
 - j) Highly Commended – up to 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**).
21. 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.
22. 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.

Voting for the People's Choice WasteSMART Award

23. The winner of the People's Choice WasteSMART Award will be chosen based on public votes. The finalist with the most public votes received from **9am AEST Tuesday 3 October 2023 to 5pm AEST Monday 16 October 2023** will be deemed the winner.

Judging process for the Award Categories, the Outstanding WasteSMART Award and the Highly Commended Award

24. The judging panel for the Awards, the Outstanding WasteSMART Award and the Highly Commended Award will be outlined on the Promoter's website at <https://wastesmartawards.com.au/> once announced.
25. The judging process for each entry is as follows:
- a) ROUND 1 - The Promoter's Program Manager and Internal Management Team representatives will review all entries received. Entries are judged on merits in accordance with the judging criteria available [here](#). Out of that process 3 finalists are shortlisted for each Award Category, the Outstanding WasteSMART Award and the Highly Commended Award.
 - b) ROUND 2 - Entries selected as "Finalists" are evaluated on merits in accordance with the judging criteria and weighting available [here](#). Out of this process, the judges' scores for each finalist are averaged to identify the winner in each Award Category, the Outstanding WasteSMART Award and the Highly Commended Award.
26. The Promoter's Program Manager will participate in Round 1 and facilitate the Round 2 judging to ensure consistency across both judging rounds.

27. Entrants understand that judges:
- a) will not participate in judging any Award Category, the Outstanding WasteSMART Award or the Highly Commended Award where there may be a conflict of interest; and
 - b) will be bound by a confidentiality agreement.

Winner notification

28. Entrants agree that if they are a finalist in the Awards, the People's Choice WasteSMART Award, the Outstanding WasteSMART Award or the Highly Commended Award, they must attend, or have a representative attend, the Awards Ceremony to receive the relevant Prize in the event that they win.

Re-draw

29. 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, the People's Choice WasteSMART Award, the Outstanding WasteSMART Award or the Highly Commended Award in favour of the next highest scoring finalist within that Award Category, the People's Choice WasteSMART Award, the Outstanding WasteSMART Award or the Highly Commended Award categories who is in attendance at the Award Ceremony.

Disputes about judging

30. In the case of disputes regarding the judging of the Awards, the Promoter's decision is final, and no correspondence will be entered into.
31. 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.

Warranty

32. 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.

Environmental and work, health and safety checks

33. Entrants must, at the time of completing the Application Form declare:
- a) any penalties or notices the entrant has received from the Queensland Government (represented by the Department of Environment and Science) or WorkCover Queensland for any breaches of the *Environmental Protection Act 1994* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Worker's Compensation and Rehabilitation Act 2003* (Qld) or any of the Act, regulation or standard regulating environmental protection or work, health and safety (**Safety Laws**) in the last 10 years; and
 - b) any current investigations, notices, prosecutions or enforcement action taken against the entrant arising out of a breach or alleged breach of any Safety Laws,
(a **Declaration**)
34. Entrants must advise the Promoter if there are any changes to the Declaration at any time after the entrant's entry has been submitted to the Promoter.
35. If an entrant is a winner of an Award, the obligations in condition 34 continue for a period of one year after the Award Ceremony.

Rights and obligations of finalists and winners

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 and Council, 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 or Council, entrants will provide all reasonable assistance and cooperation to the Promoter and/or Council in the preparation of case studies and other material for the promotion of the Awards or for the Promoter's or Council'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 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.
39. 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.

Rights of the Promoter

40. 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.
41. 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.
42. 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.
43. The Promoter reserves the right to:
 - a) undertake confidential checks of any entrant who is shortlisted as a finalist in the Awards with the Queensland Government (represented by the Department of Environment and Science), WorkCover or any other regulators of the Safety Laws about the entrants environmental or work, health and safety or other regulatory performance; and
 - b) exclude any entry if the Promoter determines that the entrants regulatory performance under the Safety Laws is unacceptable for the purposes of the Awards.
44. 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.

Right to Information and privacy consent

45. Entrants acknowledge that Council is subject to the *Right to Information Act 2009* (Qld) and 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).

46. 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/>.
47. 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.
48. Entrants acknowledge that the Promoter may refer entries to Council for assessment, reporting or advice.

Intellectual property licence

49. By entering into the Awards, the entrant:
- a) grants to the Promoter and Council (and agents or contractors acting on behalf of the Promoter and/or Council) 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 WasteSMART Brisbane Awards or any broader program or strategy of the Promoter or Council including for promotional, marketing and publicity purposes relating to that program or strategy.
50. The entrant acknowledges and accepts that Council and/or the Promoter (and agents and contractors acting on behalf of the Promoter and/or Council) 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.

Force majeure

51. 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.

No liability of the Promoter or Council

52. Neither the Promoter nor Council accepts any responsibility whatsoever for late, misplaced, lost or ineligible entries. While all care has been taken in preparing the online submission process, the Promoter does not warrant the accuracy of the online submission process and accepts no liability for any deficiency within the online submission process.
53. Neither the Promoter nor Council makes any representations or warranties as to the quality, suitability or merchantability of the Prizes.

54. 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.
55. To the extent all or any part of conditions 53 or 54 is found to be contrary to the Australian Consumer Law, but the Australian Consumer Law otherwise permits the Promoter and Council to limit the Promoter's and Council's liability to the value of the Prize or the resupply of the Prize, then the liability of the Promoter and/or Council is instead limited, at the Promoter's or Council's election, to either:
- a) the value of the Prize; or
 - b) the resupply of the Prize,
 - c) 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.