

## Queensland Container Refund Scheme

### Consumer Portal Terms and Conditions

These terms and conditions apply to your use of the Containers for Change website located at <https://consumer.containersforchange.com.au> (**Containers for Change Account Portal**), and any of the services provided to you by Containers for Change. The Containers for Change Account Portal is licensed and operated by Container Exchange (QLD) Limited (ACN 622 570 209) (**Containers for Change**).

By accessing and/or using the Containers for Change Account Portal and related services, you acknowledge that you have received and read these terms and conditions, and agree to and accept all of the terms and conditions which include our privacy policy located at <https://www.containersforchange.com.au/privacy-policy> (**Privacy Policy**) (collectively, the **Terms**). If you do not agree to any of the Terms, you should immediately cease using the Containers for Change Account Portal and any services provided to you by Containers for Change.

In these Terms, 'us', 'we' and 'our' means Containers for Change and our related bodies corporate.

### 1 Updates to these Terms

We may update, modify or replace any or all of these Terms from time to time on notice to you (including by posting an updated version in the Containers for Change Account Portal). Your continued use of, or access to, the Containers for Change Account Portal following notice of any changes to these Terms constitutes acceptance of those changes. If you do not agree to any update to these Terms you must immediately cease using and accessing the Containers for Change Account Portal.

### 2 Grant of Licence

Subject to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable licence to use and access the Containers for Change Account Portal, in accordance with the Terms, for the duration of the term as set out in clause 3.

### 3 Commencement, Suspension, Termination and Cancellation

The Terms commence when you create an account in accordance with clause 5 (**Account**) and shall continue in full force and effect until:

- (a) you cancel your Account in accordance with this clause 3;
- (b) we terminate your Account in accordance with the Terms (including as set out in this clause 3); or
- (c) we cease to operate the Containers for Change Account Portal.

If:

- (a) you breach the Terms;
- (b) we suspect (in our sole discretion) that you have committed or intend to commit fraud in connection with the Queensland beverage container refund scheme (**Scheme**);
- (c) we consider that you have provided us with information that you know, or ought to know, is false or misleading; or

(d) we consider that your Account is being, or may be, used (either by you, a User or a third party) in a manner which is contrary to the proper operation of the Scheme,

we may (without notice):

(e) immediately suspend or terminate your Account and access to the Containers for Change Account Portal; and

(f) prevent your further access to the Containers for Change Account Portal.

To the full extent permitted by law, we will not be responsible for any loss, cost, damage or liability that may arise as a result of us exercising our rights under this clause 3.

You may request to cancel your Account at any time by contacting Containers for Change on 13 42 42 or [enquiries@containersforchange.com.au](mailto:enquiries@containersforchange.com.au).

Upon termination, you must cease all use of the Containers for Change Account Portal, and we reserve the right to delete your Account and any data we have in relation to your Account.

In the event that a technical problem causes system outage or account errors, Containers for Change may temporarily suspend access to your account until the problem is resolved.

#### **4 Conditions of access**

You agree:

(a) to comply with all applicable laws (including any applicable privacy laws);

(b) to not, in connection with your Account, any Payment or the Scheme, provide any information that you know is false or misleading;

(c) not to copy, modify, merge, alter, adapt, translate, de compile, disassemble or reverse engineer any aspect of the Containers for Change Account Portal or to otherwise attempt to derive the source code relating to any aspect of the Containers for Change Account Portal, or to merge any software or any part of any software with any aspect of the Containers for Change Account Portal unless expressly permitted by the Terms;

(d) not to interfere in any manner with the Containers for Change Account Portal or its source code or any work product of Containers for Change (except as permitted by the Terms);

(e) not in any circumstances to sell or license or offer for sale or license your Account, nor to allow any person to use or have access to your username or password, other than as permitted by the Terms;

(f) not to remove, modify or obscure any copyright, trade mark, service mark, tagline or other notices that appear during use of the Containers for Change Account Portal; and

(g) not to use any data mining, gathering or extraction tools (excluding tools provided by the Containers for Change Account Portal for your use).

#### **5 Registration**

You must be a registered member to access the services available through the Containers for Change Account Portal. During the registration process, you will be required to create an account.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian

understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

After account creation, Containers for Change will provide you with a user name and password for your account. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

## 6 Payments

You may use the Consumer Portal and your Account to arrange for any amounts which you are entitled to under the Scheme to be paid to you via electronic funds transfer to your nominated bank account (**Payment**).

Payment amounts will be calculated by us:

- in accordance with the *Waste Reduction and Recycling Act 2011* (Qld); and
- based on data provided to us by container refund point operators in relation to the number of containers you have deposited.

## 7 Container count and audit

Container refund point operators are independent businesses contracted by us to provide consumers with the container count and refund service.

We accept no responsibility for any inaccuracies in the data received by us from container refund point operators, including inaccurate information regarding the number of containers you have deposited.

You may report suspected counting errors to us to assist us in improving our services to you. Contact us by calling 13 42 42 or emailing [enquiries@containersforchange.com.au](mailto:enquiries@containersforchange.com.au)

You acknowledge that we may, at any time and for any purpose in relation to the operation of the Scheme (including your participation in the Scheme), conduct an audit of any and all information and data which has been provided to us, or which we otherwise hold, in relation to the Scheme. This may include a review of your contact centre interactions and account history.

## 8 Nominated bank account

You will be asked to nominate the bank account where you would like Payments to be sent. The account must be a valid account at an Australian financial institution which accepts such a payment.

## 9 Receipt by the payee

Containers for Change accepts no responsibility for the timing of receipt of payments. Timing of payment is contingent on a number of factors and may be prolonged for reasons including delays relating to:

- the collection, assessment and confirmation of deposited materials by a container refund point operator; or
- the provision to us of information from a container refund point operator.

Further, delivery of payments are reliant on the Bulk Electronic Clearing System (BECS), which is neither owned nor operated by Containers for Change.

## 10 Privacy

During the registration process, you will provide us with personal information including your name, address, email address, telephone number and bank account details.

You may also be required to provide a copy of an identification document and/or such other identifying and verifying information as we determine from time to time in our discretion (**ID Documentation**) prior to us processing a Payment or otherwise at our discretion. Containers for Change may seek to further verify the ID Documentation and or perform a background check prior to processing a payment. You consent to such checks for purposes of confirming your identity. You understand that failure to provide any of the information we request from time to time may result in your Account being frozen and/or terminated without further notice and Payments being cancelled.

We collect personal information about you in order to process your registration, allow you to use the Containers for Change Account Portal and to process Payments to you in connection with the Scheme.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to process payments to you in connection with the Scheme. We may disclose personal information outside of Australia to our third party suppliers and service providers located in overseas countries including but not limited to the Philippines, India, Singapore, the United States, Canada, the United Kingdom and New Zealand.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at [privacy@containersforchange.com.au](mailto:privacy@containersforchange.com.au) or 13 42 42.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

## 11 Accuracy, completeness and timeliness of information

While we use all reasonable attempts to ensure the accuracy and completeness of the information within the Containers for Change Account Portal, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the Containers for Change Account Portal. You should monitor any changes to the information contained on the Containers for Change Account Portal.

We may, from time to time and without notice, change or add to the Containers for Change Account Portal (including these Terms) or the information, products or services described in it. However, we do not undertake to keep the Containers for Change Account Portal updated. We are not liable to you or anyone else if errors occur in the information on the Containers for Change Account Portal or if that information is not up-to-date.

## 12 Linked sites

The Containers for Change Account Portal may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## 13 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Containers for Change Account Portal and in all of the material (including all text, graphics, logos, audio and software) made available on the Containers for Change Account Portal (**Content**).

Your use of the Containers for Change Account Portal and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to the Containers for Change Account Portal or the Content. However we do grant you a licence to access the Containers for Change Account Portal and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of the Containers for Change Account Portal or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of the Containers for Change Portal, the Content or any part of it is prohibited, except to the extent permitted by law.

## 14 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to the Containers for Change Account Portal, including but not limited to:

- using the Containers for Change Account Portal in furtherance of illegal activity;
- attempting to tamper with, modify, reverse engineer, gain unauthorised access to, or in any way alter any of our software or the Containers for Change Account Portal;
- any action to circumvent the Containers for Change Account Portal controls including but not limited to opening multiple accounts;

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using the Containers for Change Account Portal to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals; and
- posting or transmitting to the Containers for Change Account Portal any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to the Containers for Change Account Portal, we have the right to take down this information at our sole discretion and without notice.

You understand that we may terminate your Account immediately, and may take legal action against you if you breach, or we reasonably suspect that you may have breached, this policy.

## 15 Communications

Communications between you and Containers for Change may be conducted by mail, telephone, online, or by other electronic means that we offer from time to time. Any instructions that you give to us in any such manner will have the same legal effect as if you gave them to us in original written form. You agree that all telephone calls and electronic communication may be recorded by us and kept by us as a record of your instructions.

You are responsible for the accuracy of your instructions for all Payments, including in relation to the details of your nominated bank account. Instructions once sent may be final and irrevocable, so that it will not be possible to retrieve funds sent in error.

It is important that you promptly review your payment history and or any account statements that you may receive to ensure that Payments are accurate.

## 16 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness, or as to any content contained in or generated by, the Containers for Change Account Portal, or that:

- (a) the use of the Containers for Change Account Portal will be secure, timely, uninterrupted or error-free;
- (b) the Containers for Change Account Portal will operate in combination with any other hardware, software, system, or data;
- (c) the Containers for Change Account Portal (or any products, services, information, or other material purchased or obtained by you through the Containers for Change Account Portal) will meet your requirements or expectations;
- (d) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted;

- (e) errors or defects will be corrected; or
- (f) the Containers for Change Account Portal (or any server(s) that make a hosted service available) are free of viruses or other harmful components.

The Containers for Change Account Portal and all other products are provided "as is" and to the extent permitted by law, including the Australian Consumer Law, we disclaim any and all warranties and representations of any kind, including any warranty or non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express or implied.

You agree that we, our advisors and our agents will not be liable to you for any indirect, special or consequential loss, damages or expenses whatsoever due to:

- (a) delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control;
- (b) any of your instructions not being sufficiently clear;
- (c) any failure by you to provide correct or requested information (including a failure to provide correct bank account details);
- (d) any system or software or hardware failures or industrial disputes;
- (e) our taking any action required by any governmental, federal or local law or regulation or court order; and
- (f) any breach or violation of the Terms by you.

We reserve the right to restrict, suspend or terminate without notice any Content or any feature of the Containers for Change Account Portal at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. We are not responsible for any loss or damages you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access information related to your Account or Payments.

We are not liable to you or anyone else if interference with or damage to your computer or mobile phone systems occurs in connection with the use of the Containers for Change Account Portal or a linked website. You must take your own precautions to ensure that whatever you select for your use from the Containers for Change Account Portal is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer or mobile phone systems.

## 17 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of the Containers for Change Account Portal and/or the information or materials contained on it, or as a result of the inaccessibility of the Containers for Change Account Portal and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

We are not liable to you or anyone else if interference with or damage to your computer or mobile phone systems occurs in connection with the use of the Containers for Change Account Portal or a linked website. You must take your own precautions to ensure that whatever you select for your

use from the Containers for Change Account Portal is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer or mobile phone systems.

## **18 Jurisdiction and governing law**

Your use of the application and these Terms are governed by the law of Queensland, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State or Territory.

## **19 Severability**

If any provision of these terms and conditions is invalid or unenforceable, such provision shall not affect the validity and enforceability of any of the remaining terms and conditions.

## **20 Contact us**

If you have any questions in relation to these Terms, please do not hesitate to contact us using the following details.

Email: [terms@containersforchange.com.au](mailto:terms@containersforchange.com.au)

Phone: 13 42 42