



“CONTAINER COLLECT” AT-HOME COLLECTION SERVICE TERMS AND CONDITIONS

Overview

Container Exchange (QLD) Limited (**COEX**) is the not-for-profit organisation created to establish and run the Containers for Change scheme in Queensland (**Scheme**). Its focus is on reducing beverage container litter, increasing recycling efforts and helping the community to benefit through charities, community groups and not-for-profit organisations participating in the Scheme.

As a part of the Scheme, COEX is offering ‘Container Collect’ an at-home collection service that allows you to arrange for collection of eligible containers, which are then delivered to a container refund point (**Service**). Collections will be undertaken by a reasonably skilled and qualified operator, of COEX’s choice (**Operator**). COEX may choose any Operator and may change the Operator at any time. The Service is only available for residential properties.

To use the Service, you must have a valid Scheme ID. You access the Service through the Containers for Change Mobile App (the **App**).

These Terms and Conditions govern the operation of the Service. Throughout these Terms and Conditions, the terms 'we', 'us' and 'our' refer to COEX. A reference to 'customer' or 'you' is to the person who registers to use the Service.

Before you use the Service, you must acknowledge that you have read and agreed to these Terms and Conditions. Clicking 'sign up' constitutes your agreement to follow and be bound by the most recent version of these Terms and Conditions.

You also acknowledge that you have agreed to and accept the terms and conditions of our privacy policy, located at <https://www.containersforchange.com.au/privacy-policy> (**Privacy Policy**). If you do not understand our Privacy Policy or any of these terms, please contact us at enquiries@containerexchange.com.au or 13 42 42 before proceeding. If you still do not agree to all the Terms and Conditions, then you should not access the Service.

1. The Operator’s role in the Service

- 1.1 The Operator acts as an independent contractor of COEX to collect containers from customers and drop them to a Scheme container refund point. COEX is a separate legal entity from and is not related to the Operator. The Operator does not act as an agent of COEX when providing the Service.

2. How the Service works

- 2.1 You can schedule collections of eligible containers using the App. The Operator will collect containers from the address nominated in the App and transport them to a Scheme container





refund point, where they will be counted and sorted, and assessed for eligibility for a refund amount pursuant to the *Waste Reduction and Recycling Act 2011 (Qld) (Act)*.

- 2.2 By scheduling a collection, you give permission to the Operator to enter your property for the purpose of collecting your bags of eligible containers. You are responsible for ensuring that the Operator has unimpeded access to your property and to your bags of containers.
- 2.3 You must place all containers in a bag suitable for collection and transport by the Operator. All bags of containers must be left outside your home prior to 8am on the morning of the collection. The bags must be placed in a secure and safe location and any pets or other animals must be secured. If necessary, you will provide specific instructions on where to find the bags. The Operator may refuse to collect the bags if they do not feel safe at the collection location, if they cannot find the bags or if the containers are not placed in a suitable bag for collection and transport.
- 2.4 You must label your bags of containers with your Scheme ID only. You may use any bag of your choice. It must be durable and not fall apart. Once collected, these containers are transported, along with other customer bags, to a Scheme container refund point. Your containers will be assessed, sorted and counted within a few business days and you will be notified of your refund amount (less any Service Fee charged by COEX) shortly thereafter.
- 2.5 You must only provide eligible containers and you will only be eligible for the statutory refund amount for eligible containers. Eligibility is determined in accordance with the *Waste Reduction and Recycling Act 2011 (Qld)* and its regulations (information on eligible containers in Queensland can be found on the Containers for Change website). You may be required to provide a refund declaration to the Operator in compliance with the Act (as an obligation under the Act or at the Operator's discretion).
- 2.6 Containers presented for collection must be empty, whole, in loose form and free from liquids, matter and other contamination. You must remove all caps and lids. The containers must be capable of assessment for eligibility. For safety reasons, glass bottles must be whole and intact. If the Operator suspects containers do not meet these requirements, they may refuse to collect the bag. Containers that do not meet those requirements will not be processed and you will not receive a refund.

3. Collections of containers

- 3.1 The Service may have limited availability. It is only available between the hours of 8am and 5pm. We will make every effort to ensure timely collection of your containers, but in some circumstances collection may not occur on the date you request.
- 3.2 We may refuse any collection you request from us. We may in our sole discretion, limit or cancel collections requested per person or per location. These restrictions may include collections placed by or under the same Scheme account. If we make a change to or cancel a collection, we may attempt to notify you by contacting the email address and/or phone number provided in the App.
- 3.3 You acknowledge that if you do not wish to use the Service, you can take your containers directly to one of the Scheme's container refund points.





4. Quantity of containers

- 4.1 COEX and/or the Operator may determine a minimum and maximum number of containers allowed per bag. Such limits, if any, will be disclosed to you in the App.
- 4.2 If you provide a bag for collection outside the prescribed limits, the Operator may refuse to collect the containers that exceed the limit, or refuse to collect the bag entirely.

5. Container counts and assessment for eligibility

- 5.1 Container counts and assessments for eligibility will be conducted by the Operator. Containers may be counted manually or via automated counting apps. The counts of eligible containers performed by the Operator will be stored in COEX's database.
- 5.2 All counts and decisions on eligibility are considered final. If you have a query about counts, then you can contact us on 13 42 42 for further information and we will try to resolve your query.

6. Cost of Service

- 6.1 For each eligible container collected from you by the Operator as a part of the Service, you will receive the full refund amount (currently 10 cents) pursuant to section 99S of the *Waste Reduction and Recycling Act 2011* (QLD) and regulation 12 of the *Waste Reduction and Recycling Regulation 2011* (QLD).
- 6.2 We may charge you a service fee for each separate collection of containers from you (**Service Fee**). The Service Fee is consideration for the service provided to you in collecting the containers from your residence, as opposed to you depositing the containers in-person at a Scheme container refund point as per the usual operation of the Scheme. The amount of the Service Fee, if any, will be disclosed to you in the App when you schedule a collection. In the event a Service Fee is charged by COEX, you instruct COEX to deduct this Service Fee from the total refund amount payable to you for that collection and then pay the balance to you (if any).

7. Redemption

- 7.1 This is a cashless system. The Operator will not issue cash refunds on-the-spot. You must request eligible refunds through the App, in which case the funds in your Scheme account will be paid out to you via electronic funds transfer to your nominated bank account, or PayPal account.
- 7.2 COEX 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:





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

7.3 Further, delivery of payments are reliant on the Bulk Electronic Clearing System and PayPal, neither of which is owned nor operated by COEX.

7.4 COEX may change the redemption options available as part of the Service.

8. Your ability to enter into these Terms and Conditions

8.1 To enter into these Terms and Conditions, you must be at least 18 years old and fully able and competent to enter into a legally binding contract. You must be able to abide by and comply with these Terms and Conditions. If you accept these Terms and Conditions, you represent that you have capacity to be bound by them. If you are 13 or older, you may still create a Scheme account. However, by doing so, you represent that that you have reviewed these Terms and Conditions with your parent or legal guardian. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create a Scheme account, you agree to:

- (a) exercise supervision over the Minor's use of our website and App;
- (b) assume all risks associated with the Minor's use of our website and the App, including the transmission of content or information to and from third parties via the Internet;
- (c) assume liabilities resulting from the Minor's use of our website and App;
- (d) ensure the accuracy and truthfulness of all information submitted by the Minor; and
- (e) provide the consents contained in these Terms and Conditions on behalf of the Minor.

8.2 We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms and Conditions 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.

9. Theft or tampering

9.1 The nature of the Service means your bags for collection may be left unattended in view of the public. You are responsible for preventing theft or tampering by securing your containers on your property until collection. Neither COEX nor the Operator will be held liable for any theft of or tampering with any containers prior to collection.





10. Garbage and ineligible materials

- 10.1 You must not include garbage (including ineligible containers) in your bags for collection. The Operator may refuse to collect a bag if it suspects there is garbage present. Any ineligible containers, garbage, or personal property of any kind that is inadvertently collected by the Operator (within your collection bags) will be disposed of and will not be returned to you.

11. User account

- 11.1 COEX may end the Service at any time. In that case, you may still use your Scheme ID to return containers in-person at any of the Scheme's container refund points.
- 11.2 If COEX terminates your Scheme account (see clause 20.2 below), the funds in your Account at the time of termination will be paid to you by electronic transfer to your nominated bank account, or PayPal account.
- 11.3 You are responsible for ensuring the accuracy of your personal information for your Scheme account, including your most current email, phone, mailing address and bank account details, and PayPal account details. If we discover that your contact details are inaccurate or you have not nominated an Australian bank account, or PayPal account, we will donate the funds to a registered charity of our choice within three months.

12. Passwords

- 12.1 You are solely responsible for maintaining the confidentiality of your password and user account information, if any. You must notify us immediately in the event of any known or suspected unauthorised use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your or anyone else's password. If electronic fraud or identity theft has occurred, COEX will, upon notification or discovery, freeze your account until ownership can be confirmed.

13. Third party tools

- 13.1 We may provide you with access to third party tools, such as Google Maps, over which we neither monitor nor have any control or input. You agree that we provide access to such tools 'as is' and 'as available' without any warranties, representations or conditions of any kind and without any endorsement. We will have no liability whatsoever arising from or relating to your use of optional third party tools. Any use by you of third party tools offered through the App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third party provider.





14. Third party links

- 14.1 The App may permit you to link to other websites or resources on the internet, and other websites or resources may contain links to the App. These other websites are not under COEX's control, and you agree that COEX is not responsible or liable for any third party content or any associated loss or damage. The inclusion of any such link does not imply endorsement by COEX.

15. Service and App content

- 15.1 We do not guarantee the Service, including the App, will be free from typographical errors, inaccuracies, or omissions that may relate to pricing, promotions, offers and availability. If we spot an error, we may correct it, update information or cancel orders where it is reasonable to do so.
- 15.2 COEX does not warrant that the App, Service or any function contained in the App will be uninterrupted or error-free, that defects will be corrected, or that the App or the servers that make the App available are free of viruses or other harmful components.
- 15.3 The intellectual property that we own or are entitled to use includes but is not limited to:
- (a) COEX and Scheme logos;
 - (b) the App, including but not limited to its 'look and feel' (e.g. text, graphics, images, logos, buttons, icons and the placement and layout);
 - (c) images, video, audio, data, content, software (including html-based computer programs); and
 - (d) other media, material or information.
- 15.4 Nothing in these Terms and Conditions, the Privacy Policy or your use of the App transfers any intellectual property rights to you. The intellectual property is intended solely for personal, non-commercial use. You may not download or copy the content displayed on the App. You may not do anything which infringes our intellectual property rights (e.g. reproduce, distribute, display or sell any of our intellectual property).

16. User conduct

- 16.1 You must not use the App in any way that causes, or is likely to cause the App or access to it, to be interrupted, damaged or impaired in any way. You must use the App for lawful purposes only. You understand that you are responsible for all electronic communications and content sent from your computer to us.
- 16.2 Certain portions of the App may have functionality for material to be sent to you via email to addresses specified by you. By using this facility, you confirm that you have entered your correct email address or have the consent of the recipient to send such emails.





- 16.3 Harassment in any manner or form, including via email or by obscene or abusive language is strictly forbidden. Impersonation of others, including any employees of COEX or the Operator, or users of the App, is prohibited.
- 16.4 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service or the App, use or access to the Service or any contact on the App through which the Service is provided without express written permission by us.

17. User feedback

- 17.1 We welcome your ideas, suggestions and feedback (**Feedback**) for improving the Service, but you do so voluntarily and on the basis and in the knowledge that we do not pay any compensation for such Feedback and we do not acknowledge any intellectual property rights or ownership held by you in any aspect of the Feedback.

18. Personal information

- 18.1 Your submission of personal information through the App is governed by our Privacy Policy, which can be viewed by clicking on the 'Privacy Policy' link located on the App. These Terms and Conditions incorporate by reference the terms and conditions of the Privacy Policy. By providing us with your personal information, you agree for us to handle that information in accordance with our Privacy Policy. By providing us with your personal information, you agree to us handling that information in accordance with our Privacy Policy.
- 18.2 We may share certain information you provide to us, such as your name and contact details, with the Operator. By registering for an account for the Service, you agree:
 - (a) to COEX disclosing your personal information, including your name, address and contact details, to the Operator; and
 - (b) to the Operator contacting you by email or telephone on the day of the collection if your containers are not easily identifiable.

19. Liability

- 19.1 You acknowledge and agree that COEX does not collect any containers. You agree and understand that COEX is not an agent for the Operator and the Operator is an independent contractor. COEX (including its employees) is not liable for any personal injury, any loss or damage (whether direct, indirect, special or consequential), and any costs (including legal costs) in any way arising out of or in connection with the Service and any act or omission of the Operator (including its members, employees, contractors and agents).
- 19.2 The Operator (including its members, employees, contractors and agents) is not liable for any personal injury, loss or damage (whether direct, indirect, special or consequential), and any costs in any way arising out of or in connection with the Service. This includes damage to





your property or on your property (including theft of any containers from your property), except to the extent that there is evidence to prove they are responsible for the damage.

19.3 COEX makes no representations and gives no warranties about:

- (a) the Operator's ability to provide or perform the Service; and
- (b) the accuracy or sufficiency of any description or statement in any advertisement, or information or statements made or given by COEX or the Operator concerning the Service.

19.4 You indemnify COEX against any claim, loss or damage (including legal costs and expenses), howsoever described and howsoever arising (including in contract, tort including negligence, in equity, under statute or otherwise), sustained by:

- (a) you (including and the occupants and guests at your property) arising out of, or in connection with, any act or omission by the Operator (including its members, employees, agents and any other representative) in breach of the Act or these Terms and Conditions, and the Service. This includes, without limitation, any failure to perform the Service, any delays in performance of the Service, representations or misstatements made by the Operator regarding the Service and the Scheme;
- (b) the Operator (including its members, employees, agents and any other representative) arising out of, or in connection with, any act or commission by you (including any person acting on your behalf) in breach of the Act or these Terms and Conditions, and the Service;
- (c) COEX (including its employees) arising out of, or in connection with, any act or commission by you (including any person acting on your behalf) in breach of the Act or these Terms and Conditions, and the Service. This includes the costs associated with the presentation of ineligible material or containers through the Service.

19.5 We do our best to make our App work simply and effectively, but if you feel that you have suffered a loss through using it, you may have certain rights and remedies under the *Competition and Consumer Act 2010* (Cth) and other laws, which may imply certain conditions and warranties into this agreement. We do not exclude, restrict or modify those rights, remedies or implied conditions and warranties.

19.6 Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by *the Competition and Consumer Act 2010* (Cth), our liability is limited to the amount of your deposit or deposits directly related to your loss, or the resupply of the Service to you (at the Operator's or COEX's election). You must let us know as soon as you become aware or believe that you have a claim against us. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising in any way whatsoever out of or in any way connected with your use of the App and Services in a manner contrary to these Terms and Conditions.

20. Termination

20.1 If you wish to terminate these Terms and Conditions, you may do so by:



- (a) notifying COEX at any time; and
- (b) closing your accounts for all of the Services which you use, where COEX has made this option available to you.

20.2 COEX may at any time, terminate the Terms and Conditions if:

- (a) you have breached any provision of the Terms and Conditions or intend to breach any provision;
- (b) COEX is transitioning to no longer providing the Services to members in the area which you are a resident; or
- (c) the provision of the Services to you by COEX is, in the opinion of COEX, no longer commercially viable.

20.3 Subject to local applicable laws, COEX reserves the right to discontinue or cancel the Scheme or Service at any time and suspend or deny, in its sole discretion, your access to all or any portion of the Service, without notice, if you breach any provision of the Terms and Conditions or any applicable law or if your conduct impacts COEX's name or reputation or violates the rights of those of another party.

20.4 When the Terms and Conditions come to an end, all of the legal rights, obligations and liabilities that you and COEX have benefited from, been subject to (or which have accrued over time whilst the Terms and Conditions have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities.

21. Entire agreement

- 21.1 These Terms and Conditions together with the Privacy Policy constitute the entire agreement between COEX and you in relation to the Service and no other communications or representations should be interpreted as being part of the agreement.
- 21.2 The terms and conditions of the wider COEX Scheme are separate and distinct to these Terms and Conditions. Please refer to those terms and conditions (which you agreed to when you received a Scheme ID) for anything related to the Scheme. You may request a copy of any of our terms by using the contact details provided below.

22. Governing law

- 22.1 These Terms and Conditions and the provisions of the Service will be governed by the laws of Queensland, Australia and you agree that the exclusive venue for resolving any dispute will be the courts of Queensland, Australia.





23. Changes to Terms and Conditions

- 23.1 You can review the most current version of the Terms and Conditions at any time at this page or other page nominated from time-to-time. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our App. It is your responsibility to check the App periodically for changes. Your continued use of or access to the App or use of the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

24. Contact information

- 24.1 You may contact COEX by email at enquiries@containerexchange.com.au or via our Contact Centre on 13 42 42.

