

**Terms and Conditions of Entry**  
**Moreton Bay Regional Council – Regional Recycler Competition 2021**

1. By completing and submitting an entry form to the Regional Recycler Competition ('Competition') each entrant agrees to be bound by the following terms and conditions of entry. The promoter of the Competition is Moreton Bay Regional Council ('Council').
2. Council will accept entries to the Competition from 8.00am on Monday, 30 August 2021, until midnight on Thursday, 9 September 2021. Entries received after this time may not be considered. The Council reserves a sole discretionary right to accept, reject, or refuse any entry at any time.
3. The Competition is open to schools, early learning centres, outside school hours care, home school and distance education groups that operate within the Moreton Bay Region. Only one entry per organisation will be accepted by Council. Officers, agents and Councillors of Council (including their direct relations) are ineligible for entry into this Competition. Outside school hours care, home school and distance education are eligible to enter but must include a minimum of 20 individual households surveyed in one (1) submission. Single family or small group entries are unable to be accepted as Competition entries.
4. Instructions on how to enter the Competition are contained on Council's website, and form part of the conditions of entry. However, Council is not responsible for any incorrect or inaccurate information.
5. Council may vary the terms and conditions of this Competition at any time at its absolute discretion.
6. Incomplete, illegible or incomprehensible entries (as determined by Council) will be deemed invalid. Council does not accept responsibility for lost, late, or misdirected entries.
7. An assessment panel of Council officers including the Mayor and Councillors will judge all entries received and consider votes received in the public consultation period of 16 September to 8 October 2021, against set criteria decided by the panel to determine winners. The entrant scoring highest against these criteria will win the Competition and any runners up will be those entrants with the next highest scores.
8. The decisions of the panel will be revealed by an email to the Councillors or at a Council meeting prior to National Recycling Week (November 2021). However, the outcome will not be released to the public until the winners have been contacted. The winners will then be formally announced through MBRC Media outlets.
9. Prize details for this Competition are included on Council's website, and form part of these terms and conditions. Prizes for this Competition are not transferable or exchangeable. Results of this Competition may be published. Council will contact the winners of each prize to coordinate an appointment for an award presentation and to confirm bank transfer details. Council will not contact entrants who do not win a prize.
10. Entrants to the Competition:
  - (a) agree to freely participate in any reasonable promotional, marketing, or publicity purposes of Council;
  - (b) agree that Council may, without notice to the entrant or payment of any fee, use the entry or part thereof for any local government purpose including promotional, marketing, or publicity purposes;
  - (c) warrant that they are the owner of all intellectual property rights and moral rights in the entry and consent to Council doing such things to the entry as contemplated by these Terms and Conditions of Entry.
11. A video, photograph or other material entered into this Competition that displays a person or information may infringe on a person's right for privacy and proprietary rights or may disclose personal information. Entrants are therefore required to complete Council's photo/video consent forms for all entrants, including parental/guardian consent for children. Entrants warrant that they have not infringed on any rights of this kind.
12. Entrants' warrant that they are entitled to enter this Competition and, in doing so, will not infringe the rights of a third party.
13. In the event of unforeseen circumstances that hinder the Competition in any way, such as the ability to deliver the prizes, Council may cancel, postpone, reschedule or otherwise modify the Competition at its discretion.

14. Entries to the Competition will become the property of Council and will not be returned to the entrants, as follows:
  - (a) the entrant warrants that any entry in the Competition will not infringe the intellectual property rights of any third party;
  - (b) the entrant indemnifies the Council (including Councillors, employees, agents and officers) against any claim by a third party in relation to infringement of the intellectual property rights of the third party of or incidental to the entry in the Competition;
  - (c) title to and intellectual property rights in any entry in the Competition, including each and every stage of design and production of it, will upon its creation vest in the Council;
  - (d) the entrant agrees to procure the consent of any individual contributing to the entry to the Competition to any acts or omissions of the Council in the exercise of rights or assignments granted under this clause that might otherwise constitute an infringement of the moral rights of a person; and
  - (e) the entrant agrees to obtain from that individual, in writing, and provide to the Council, upon request:
    - (i) all consents, permissions and assignments to enable the Council to exercise in full, without cost to the Council and without impediment, the rights granted under this clause; and
    - (ii) without limiting paragraph (i), a consent to any act or omission which would otherwise infringe the moral rights of that individual. If requested by the Council, such consent must be in a form specified by the Council.
15. Entrants acknowledge that they voluntarily undertake any risks associated with this Competition (including the installation and use of any prize given to them as a result of this Competition) and waive any right to claim that they may have against Council (including Councillors, employees, agents and officers), which may arise from the entrant's participation in this Competition.
16. Entrants release and indemnify Council (including Councillors, employees, agents and officers) from any and all liability for damage, loss, injury or death howsoever caused which may be suffered as a result of their entry to this Competition, their breach of these terms and conditions, or the installation and use of any prize won as a result of this Competition.
17. Entrants acknowledge and agree that the Council, including its Councillors, employees, agents and officers may plead the above waiver and indemnity as a bar to any proceedings which may be commenced against all or any of them.
18. Following the completion, termination, expiration or cancellation of the Competition (including without limitation any waiver or indemnity clause) these terms and conditions must remain in full force and effect.
19. These terms and conditions are to be governed by the law in force in the State of Queensland and the entrant submits to the laws and the Courts of that jurisdiction. If any of these terms and conditions are found by a Court to be invalid or unenforceable, that term and condition must be read down to the extent that these terms and conditions can remain in force.