



# Home Compost Rebate Initiative

## Terms of Entry (Schedule)

Rebate Program	Home Composting Rebate initiative
Rebate Program Period	<p><b>Start:</b> 01 January 2022</p> <p><b>End:</b> At the discretion of the City of Palmerston</p> <p>City of Palmerston reserves the right to modify these terms and conditions or Program end date at any time.</p>
Council	<p><b>City of Palmerston</b>          ABN: 42 050 176 900          Civic Plaza          1 Chung Wah Terrace          Palmerston NT 0830</p>
Eligibility for Entry	Entry to the Rebate initiative is open to all City of Palmerston residents that satisfy the Terms and Conditions.
Details of Rebate	One (1) application will be accepted per household or residence per calendar year to a maximum value of \$50 (including GST).
Terms of entry	<ul style="list-style-type: none"> <li>• Agree to the terms and conditions of the Rebate initiative. (Published on the City of Palmerston Website).</li> <li>• All entrants shall be 18 years old or older.</li> <li>• Home Composting Rebate initiative only applies to City of Palmerston residents that purchase a compost system or worm farm on or after 1 January 2022.</li> <li>• Only one rebate can be claimed for each City of Palmerston residence per calendar year. The rebate is linked to the address not individual residents.</li> <li>• The applicant must live at the address at the time the application is processed by City of Palmerston.</li> <li>• The Home Composting Rebate initiative only applies to home composting systems or worm farms purchased from Northern Territory based businesses.</li> <li>• The rebate is for home composting systems or worm farms for eligible purchases to a maximum value to \$50 (including GST). For example if the purchase cost is less than \$50 (including GST) then the rebate will be for the purchase price only. Additionally, if the purchase price is greater than \$50 (including GST) then the rate will be the maximum value of \$50 (including GST).</li> <li>• A copy of the tax invoice receipt clearly showing the item description, purchase date, price and place of purchase is required.</li> <li>• Proof of residence is required (eg. copy of rates notice, driver's license or utility bill showing applicants name and residential address).</li> <li>• Application for the rebate must be made no more than 3 months from the date of purchase (As per the Tax Invoice).</li> <li>• Payments are made by EFT. Payments may take up to four weeks to be processed from the date the application is received by council.</li> <li>• City of Palmerston reserves the right to modify these terms and conditions at any time.</li> </ul>
Maximum Entries	Only one entry per address per calendar year
Notification of Acceptance to Program	City of Palmerston will notify applicants by email.

# Home Compost Rebate initiative

## Terms & Conditions of entry

1. The Terms and Conditions are made up of the Terms & Conditions of entry (Schedule) and these Terms & Conditions of entry (Terms of entry). The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between the Terms of conditions will prevail.
2. Participation in this Rebate initiative is deemed acceptance of these Terms of Entry. Entrants not complying with these Terms of entry are ineligible entrants and the City of Palmerston reserves its absolute right to disqualify any entrant from the Rebate initiative if any entries do not comply with the Terms and Conditions.
3. Entry is open to any person who meets the requirements of these Terms and Conditions.
4. The Rebate initiative will be conducted during the Rebate initiative period as stated within the Rebate initiative period details of the Terms of Entry.
5. The Payments are specified in the Details of Payment section of the Terms of Entry.
6. Any payment is valued in Australian dollars unless expressly stated to the contrary.
7. Entrants are advised that tax implications may arise from their payment, and they should seek independent financial advice prior to acceptance of their payment. The City of Palmerston accepts no responsibility for any tax implications that may arise from accepting a payment. Entrants are responsible for any and all expenses that they incur in entering the Rebate initiative.
8. The time of entry will be deemed to be the time the entry is received by the City of Palmerston.
9. Entrants may submit up to the Maximum number of entries as stated in the Terms of entry.
10. The City of Palmerston accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible, or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the City of Palmerston for any reason. The City of Palmerston is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
11. The City of Palmerston takes no responsibility where it is unable to contact rebate recipients who have not provided correct or complete contact details. If a recipient contact details change during the Rebate initiative period, it is the entrant's responsibility to notify the City of Palmerston. A request to modify any entry information should be directed to City of Palmerston.
12. Entrants acknowledge that there may be risks to personal property and personal safety that may result in loss, injury or death when participating in the Rebate initiative. Entrants accept all risks in participating in the Rebate initiative and will not hold the City of Palmerston (including its officers, employees and agents), liable for any damage to property, personal injury or death incurred in connection with participating in the Rebate initiative.
13. Entrants will indemnify the City of Palmerston (including its officers, employees and agents) from and against any and all actions, penalties, liabilities, claims or demands brought against the City of Palmerston by any party, as a direct or indirect result of an entrant entering or participating in the Rebate initiative.
14. To the full extent permitted by law, the City of Palmerston excludes all warranties, representations or guarantees (Warranties) regarding the Rebate initiative and any payments, including any Warranties which may have been made in the course of advertising or promoting the Rebate initiative. The conduct of the Rebate initiative or the supply of payments may involve third parties, and the City of Palmerston makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Rebate initiative, an entrant releases and indemnifies the City of Palmerston (including its officers, employees and agents) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the City of Palmerston or that the City of Palmerston may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Rebate initiative or receiving payments, or using or

# Home Compost Rebate Initiative

permitting any other person to use the payment, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

15. Without limiting any of the foregoing, in no circumstances will an entrant or the City of Palmerston have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
16. The City of Palmerston and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of payments
17. The City of Palmerston may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Rebate initiative at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the City of Palmerston reserves the right to verify the validity of entries, payments and entrants and to disqualify any entrant who submits an entry that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a applicant breaches these Terms of entry, they will forfeit the payment in whole and no substitute will be offered. Verification is at the discretion of the City of Palmerston, whose decision is final. Failure by the City of Palmerston to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the City of Palmerston's ability (or that of a third party involved with the Rebate Program) to proceed with the Rebate initiative on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the City of Palmerston's obligations in respect of the Rebate initiative will be suspended for the duration of the event and, in addition, the City of Palmerston may in its absolute discretion cancel the Rebate initiative and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
19. All entries become the property of the City of Palmerston. As a condition of entering into this Rebate initiative, entrants agree to assign all their rights in and to their entry and any related content to the City of Palmerston, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the City of Palmerston may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the City of Palmerston's use of such content will not infringe the rights of any third parties. The City of Palmerston has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
20. Entrants consent to the City of Palmerston using the personal information provided in connection with this Rebate initiative for the purposes of facilitating the conduct of the Rebate initiative and awarding any payment, including to third parties involved in the Rebate initiative and any relevant authorities. In addition to any use that may be outlined in the City of Palmerston's Privacy Policy, the City of Palmerston including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
21. The collection and disclosure of personal information provided in connection with this Rebate initiative will be handled in accordance with the City of Palmerston's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
22. The Rebate initiative and these Terms of entry will be governed by the law of the Northern Territory. Entrants accept the exclusive jurisdiction of courts and tribunals of the Northern Territory in connection with disputes concerning the Rebate initiative.
23. Social media platforms which may include but not be limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Rebate initiative. By entering the Rebate initiative, entrants agree that the Rebate initiative is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Rebate initiative. Any questions, comments or complaints regarding the Rebate initiative should be directed to the City of Palmerston and not Facebook, YouTube, Instagram, TikTok, or Snapchat.