

# Get It Right on Bin Night

## Sustainability Victoria Secure Electronic File Store (EFS)

### Terms of Use

These Terms of Use (**Terms**) govern your use of this Sustainability Victoria Secure Electronic File Store (**EFS**) and form a binding contractual agreement between you, the user of the EFS and us, Sustainability Victoria, the owner and operator of the EFS.

For that reason these Terms are important and you should ensure that you read them carefully. If you have any questions about these Terms, please contact us on [info@sustainability.vic.gov.au](mailto:info@sustainability.vic.gov.au) before you use the EFS.

By using the EFS you acknowledge and agree to be bound by these Terms. If you do not agree to the Terms, you are not authorised to use the EFS.

These Terms include:

- a) the terms and conditions set out below; and
- b) our [Privacy Statement](#)
- c) Schedule of Content, Purposes and Approvals in Attachment 1

#### 1. Definitions

*Approval* means the approval issued to you in writing in advance to use or modify the Content as required by the Schedule of Content, Purposes and Approvals in Attachment 1. You must provide a copy of your proposed use or modification of the Content in order to receive Approval.

*Campaign Branding Style Guide* means the style guide provided by us as amended from time to time specifying the manner of usage of the Content.

*Content* means the 'Get it right on bin night' campaign materials, which includes 'Get it right on bin night' logo (**Campaign Logo**), poster template - plastic bag message and recycle in every room message, magnet, sticker and postcard templates (**Printed Collateral Templates**), full and quarter page press advertisement templates - plastic bag message and recycle in every room message, generic fact sheet template, generic poster/calendar template and PowerPoint presentation template (**Press Advertisements and Communication Templates**) and television advertisements, culturally and linguistically diverse (CALD) radio advertisements and CALD press advertisements and education film (**Television, CALD Radio and Press Advertisements and Education Tools**) and any other 'Get it right on bin night' campaign materials which we provide on this website. For the avoidance of doubt, the Content does not include the Campaign Guides.

*Intellectual Property Rights* means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, the right to have confidential information kept confidential, patents, invention and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

*Personal Information* means information or an opinion (including in a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.

*Purpose* means to communicate ways to improve kerbside recycling rates in Victoria, by reducing household recyclable materials being disposed of in the rubbish bin, and non-recyclable materials, being disposed of in the recycling bin as part of the 'Get it right on bin night' campaign. In the case of the **Television, CALD Radio and Press Advertisements and Education Tools**, you may publish or broadcast this Content via your website and through your local community communication outlets only, not through mainstream state-wide radio or television. All use of the Content must be in accordance with the Campaign Branding Style Guide.

*Campaign Guides* means the *Campaign Branding Style Guide*, the *Media and Public Relations*

*Guide*, the *Social Media Guide* and any other Guides that we provide on this website to provide guidance in the implementation of the 'Get it right on bin night' campaign.

*Term* means 18 months from the date you accept these Terms.

*Trade Mark* means Content which is a registered or unregistered trade mark.

## **2. Authorisation**

You acknowledge that you are agreeing to the Terms as authorised officer of and on behalf of your organisation (**Organisation**). You warrant that you are authorised to act on behalf of the Organisation and entitled to bind the Organisation to these Terms. All references to "you" in these Terms shall be read both as references to you personally and to the Organisation.

## **3. Use of EFS**

- 3.1 You shall be bound to comply with our policies and procedures so far as they are relevant to your use of the EFS including without limitation our [ICT Usage Policy](#) and [VPS Code of Conduct](#).
- 3.2 You will be allocated a user name and password (**User Account**) before you can access the EFS. You are only permitted to use the User Account if you are aged 18 years or over and are a local council, metropolitan or regional waste management group, or an employee of one of these.

## **4. Obligations about using the EFS**

You warrant and agree that:

- a) in using the EFS, you will not abuse, stalk, harass, threaten or otherwise violate the legal rights of others;
- b) without limiting the generality of the above, you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

## **5. Content**

You agree that we may at any time, in our absolute discretion, without liability to you and without notice, for any reason whatsoever:

- a) amend or remove any Content from the EFS or prevent any Content from appearing on the EFS; and
- b) restrict or block your access to the EFS.

## **6. Security**

You warrant and agree that in using the EFS, you:

- a) will not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the EFS;
- b) will not tamper with another persons' access to the EFS or commit unauthorised intrusion into any part of the EFS, including computers, files, accounts, networks and equipment;
- c) will not attempt to bypass the network firewall;
- d) will not use any part of the EFS for which you are not authorised, or devise ways to circumvent security in order to access part of the EFS for which you are not authorised. This includes but is not limited to, scanning networks with the intent to breach and/or evaluate security, whether or not the intrusion results in access or not;

- e) will not attempt to misuse the EFS. This includes but is not limited to password cracking, social engineering (defrauding others into releasing their passwords), denial-of-service attacks, harmful and malicious destruction of data, injection of computer viruses, intentional invasion of privacy;
- f) will not data mine or conduct automated searches of the EFS;
- g) will not frame or mirror the EFS; and
- h) will not include links to the EFS.

## **7. Intellectual Property Rights**

We own all intellectual property rights in the EFS, including its Content. Nothing in these Terms constitutes a transfer, assignment or licence to you of any right, title or interest (including copyright, trade marks or other intellectual property rights) in or to the EFS, including its Content, except as specified in these Terms.

## **8. Grant of Licence**

- 8.1 Provided that you have received an Approval for your proposed use or modification of the Content (where this is required by Attachment 1) and have read and accepted these Terms, we agree that you may download the Content in electronic format.
- 8.2 We grant you during the Term a worldwide, non-transferable, non-exclusive royalty free licence of our Intellectual Property Rights to use, reproduce, publish and communicate to the public the Content solely for the Purpose but subject to these Terms and any Approval required.
- 8.3 You must not use the Content for any purpose or in any manner other than as permitted by this clause.
- 8.4 You may not alter, modify or adapt the Content in any way, unless you have received Approval to do so and unless any modifications are in accordance with the Campaign Branding Style Guide.
- 8.5 The licence granted under clause 9.2 is granted at no charge to you.
- 8.6 You are not permitted to sublicense your rights under these Terms.
- 8.7 For the avoidance of doubt, you may download and use the Campaign Guides, but you are not granted any licence to reproduce, publish, communicate them to the public or otherwise exploit them.

## **9. Privacy**

- 9.1 When you access the EFS, personal information provided by you is collected by us. If you have any questions in relation to the treatment of your Personal Information or would like access to your Personal Information, please refer to our Privacy Statement.
- 9.2 You agree that we may contact you to provide you with information or comments about your use of the EFS, to seek further information from you in respect of your use of the EFS or for any other purpose that is consistent with the purposes of the EFS.
- 9.3 We may provide you with Personal information from the EFS or otherwise collected in connection with the Purpose, at our absolute discretion. If we provide you with Personal Information, you must, and must procure that your employees, agents and officers, comply with the *Information Privacy Act 2000 (Vic)*, our Privacy Statement (as published on our website from time to time) and any other applicable laws and codes dealing with privacy, in relation to that Personal Information.

## **10. Termination**

- 10.1 We may terminate these Terms immediately if you commit a material breach of these Terms and the breach is not capable of being remedied or is capable of being remedied

and you do not remedy it within 14 days of being notified to do so by us.

- 10.2 We may terminate these Terms by giving you 14 days' notice if the licensing of the Content in the manner set out in these Terms becomes unlawful or in any way prejudicial to our title to or rights in the Content.
- 10.3 Immediately on termination or expiry of these Terms your rights to use the Content come to an end and you must cease using the Content and at our election, destroy or erase all copies of the Content and all packaging, advertising and promotional material and other material or documentation in your possession or control on which the Content appears.
- 10.4 Survival: the following clauses survive expiry or termination of these Terms: clauses 2, 8, 10, 12, and 13 as do any rights and remedies accrued before expiry or termination.

## **11. Reports**

You will provide us with reports on the use of the Content in accordance with the evaluation template provided by us. You will keep records of the manner and volume of reproduction and use of the Content and you will retain all records kept under this clause until twelve months after the end of the Term.

## **12. General**

- 12.1 We reserve the right to amend, delete, add to, or otherwise revise any information or materials contained on the EFS at any time on reasonable notice, including these Terms. We will use our best endeavours to provide you with notification if we add Content or other material to the EFS but it is your responsibility to monitor any such changes. If you do not accept a change made by us, to the extent permitted by law, your only remedy is to immediately cease accessing and using the EFS.
- 12.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 12.3 If a provision of these Terms is invalid or unenforceable, it may be severed from these Terms and the remaining provisions of these Terms continue in force.
- 12.4 These Terms are governed by the laws of Victoria, Australia and you consent to the exclusive jurisdiction of the courts of Victoria, Australia.

**ATTACHMENT 1  
‘GET IT RIGHT ON BIN NIGHT’ SCHEDULE OF CONTENT, PURPOSES AND APPROVALS**

<b>Item</b>	<b>Type of Content</b>	<b>Purposes</b>	<b>Modifications allowed – Yes or No</b>	<b>Approval for use (Campaign Logo only) or modification</b>	<b>Who to Approve (Metropolitan Councils)</b>	<b>Who to Approve (Regional Waste Management groups and regional Councils)</b>
‘Get it right on bin night’ logo	Campaign Logo	Branding/logo placement on relevant user material such as waste calendars, brochures, newsletters, website, media releases etc.	NO – can’t modify the logo/branding	Approval required of all materials containing the Campaign Logo	Metropolitan Waste Management Group	Sustainability Victoria
Poster templates – plastic bag message and recycle in every room message.	Printed Collateral Templates	Local distribution	YES - user logo/ contact details only	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
Magnet templates	Printed Collateral Templates	Local distribution	YES - user logo/ contact details only	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
						Sustainability Victoria
Sticker templates	Printed Collateral Templates	Local distribution	YES - user logo/ contact details only	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
Postcard templates	Printed Collateral Templates	Local distribution	YES - user logo/ contact details only	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
Full and quarter page press advertisement templates - plastic bag message and recycle in every room message	Press Advertisements and Communication Templates	Local newspapers and other relevant publications	YES - user logo/ contact details only	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
Generic fact sheet template (for user specific messaging)	Press Advertisements and Communication Templates	Local distribution (To be provided)	Yes – secondary messaging and imagery	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
Generic poster/calendar template (for user specific messaging)	Press Advertisements and Communication Templates	Local distribution (To be provided)	Yes – secondary messaging and imagery	Approval required for modifications	Metropolitan Waste Management Group	Sustainability Victoria
PowerPoint presentation template	Press Advertisements and Communication Templates	Local presentations (To be provided)	Yes – sections/slides relating to information relevant to users	Approval not required	Not Applicable	Not Applicable

Television advertisements	Television, CALD Radio and Press Advertisements and Education Tools)	Broadcast through local community communication outlets only (e.g. website, community presentations)	No	Not Applicable	Not Applicable	Not Applicable
Culturally and linguistically diverse radio advertisements	Television, CALD Radio and Press Advertisements and Education Tools)	Broadcast through local community communication outlets only (e.g. website, community presentations)	No	Not Applicable	Not Applicable	Not Applicable
CALD press advertisement	Television, CALD Radio and Press Advertisements and Education Tools)	Publish through local community communication outlets only (e.g. website, CALD community publications)	No	Not Applicable	Not Applicable	Not Applicable
Education film	Television, CALD Radio and Press Advertisements and Education Tools)	Broadcast through local community communication outlets only (e.g. website, community presentations)	No	Not Applicable	Not Applicable	Not Applicable