



Terms of Use

1. Agreement

1.1 These terms describe your rights and responsibilities as a user of the Return and Earn Approval Portal (the Portal). By creating a Portal account or accessing the Portal, you agree to be bound by these terms of use together with the NSW Environment Protection Authority privacy policy.

1.2 The NSW EPA may change, add or remove any functionality of the Portal, or change these terms of use at any time. If those changes affect your rights and responsibilities, NSW EPA will notify you and you will be asked to accept the new terms of use, which you must accept before you will be able to access the Portal.

2. User ID and password

2.1 You will be given a user ID and password to access the Portal if the NSW EPA considers you are a supplier, scheme coordinator, or network operator for the purposes of Return and Earn, the NSW container deposit scheme.

2.2 You are responsible for your Portal account and the use of your user ID and password, whether or not such use has been authorised by you. You must keep your user ID and password secure at all times. Unauthorised use and disclosure of passwords may lead to revocation of your access to the Portal.

2.3 You must immediately notify NSW EPA if you become aware that your password details have been compromised or are known by an unauthorised third party or there has been unauthorised use of your account and login details.

3. User details

3.1 You declare that all information provided by you in creating a Portal account or otherwise in connection with your use of the Portal is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.

3.2 You represent and warrant that you have the legal right to enter and perform your obligations under these terms of use and any activities that occur through your user ID and password.

3.3 You agree that NSW EPA may rely on information you provide unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this warranty.

3.4 You agree that if you supply, incomplete, inaccurate or false information, use the Portal to perform (or attempt to perform) an unauthorised transaction, or otherwise misuse the Portal, the NSW EPA may suspend or terminate your access to the Portal.

3.5. You acknowledge that giving information you know is false or misleading in a material particular in purported compliance with a requirement under the *Waste Avoidance and Recovery Act 2001* or its regulations is a serious offence and may result in criminal penalties.

4. Access to the Portal

4.1 The accessibility and operation of the Portal relies on internet technologies outside of NSW EPA's control. NSW EPA does not guarantee continuous accessibility or uninterrupted operation of the Portal.

4.2 NSW EPA will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software.

5. Portal security

5.1 NSW EPA does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Portal.

5.2 Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, NSW EPA makes no warranties that the Portal is free of infection by computer viruses or other unauthorised software. NSW EPA will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software).

6. Copyright

6.1 The Portal and the NSW EPA websites contain information, data, documents, pages and images ('online content') prepared by the Environment Protection Authority. This online content is subject to copyright under the Copyright Act 1968 (Cth), and, except where noted otherwise, is owned by the State of New South Wales through the EPA.

6.2.1 You may only make copies of the content contained within the Portal, including copies for research, study, criticism, review or news reporting, to the extent permitted by the Copyright Act. You may not reproduce, adapt, modify, communicate to the public, or otherwise use any part of the Portal without written permission from NSW EPA.

6.2.2 This permission does not extend to copyright in content owned by others on the Portal to web pages or other content linked from the Portal.

6.3 The use of any software (for example, bots, scraper tools) or other automatic devices to access, monitor, or copy the Portal or its contents is prohibited unless expressly authorised by the NSW EPA in writing.

6.4 As use of NSW EPA-owned trademarks, logos and brands often implies endorsement, these cannot be used without the express permission of the NSW EPA.

6.4.1 To request permission, please email container.approval@epa.nsw.gov.au.

6.5 Databases (as distinct from data itself) and source code that are available via the Portal and EPA websites are copyright to EPA and cannot be used without express permission of the NSW EPA or copyright owner where this is not the NSW EPA. Unless noted otherwise, data provided via the Portal is available for use under the same copyright provisions for online content outlined above.

7. Messages from the EPA

7.1 Correspondence about any changes to your Portal Account will be sent to the email address you provided when you created your Account and you will be deemed to have received it unless you notify the NSW EPA in writing that you have a new email address after updating it on the Portal.

7.2 You must regularly check and maintain your email address and notify the NSW EPA of any change to your email address. The NSW EPA is under no obligation to use an alternative means of communicating with you.

8. Provision of the Portal

8.1 NSW EPA can:

- (a) limit your ability to use the Portal;
- (b) terminate your access to the Portal at any time; including if the EPA considers you are no longer a supplier, scheme coordinator, or network operator for the purposes of Return and Earn.
- (c) stipulate the times and periods during which Portal transmissions can take place.
- (d) review the activities of users of the Portal to ensure they are meeting these terms of use.

9. Indemnity

9.1 You will be responsible for (and you indemnify the NSW EPA against) any loss or damage to any person arising from any one of the following:

- (a) Any breach by you of these terms of use;
- (b) Any willful, negligent or unlawful act or omission by you in relation to, or in the course of using, the Portal.

10. Limitation of liability

10.1 NSW EPA will not be liable for any loss, damage, cost or expense of any kind resulting from:

- (a) the use or inability to use the Portal;
- (b) unauthorised access or alterations of your transmissions to or from the Portal;
- (c) activities resulting from the loss or misuse of your user ID, password or other access mechanism;
- (d) statements or conduct of any third party; or
- (e) any other matter relating to the Portal.

10.2 Except as specified in these terms of use, NSW EPA gives no implied or express warranties in relation to the use of the Portal. All statutory warranties are, to the fullest extent permitted by law, expressly excluded.

11. Applicable laws

11.1 Use of the Portal and these terms of use are governed by the laws of the State of NSW, and you agree to submit to the exclusive jurisdiction of the courts of the State of NSW.

12. Portal helpdesk

12.1 If you have any queries or concerns about the Portal, please email container.approval@epa.nsw.gov.au.

13. Privacy

13.1 Our commitment to privacy and security

13.1.1 This information below is specific to the Portal.

13.2 Your rights to privacy

13.2.1 The EPA must comply with the [Privacy and Personal Information Protection Act 1998](#) (NSW), which regulates the collection, storage, quality, use and disclosure of personal information.

13.2.2 Information that in some way identifies you as an individual may be gathered when you use the Portal.

13.3 Collection of information

Information collected from web browsing

13.3.1 When you view this website, the NSW EPA collects the following information:

- your IP (internet protocol) address or host name eg. 123.123.123.12 or xxx.yyy.com.au
- the date and time you visited the Portal
- the pages or documents you attempted to view or download, and whether those pages or documents were displayed
- the web browser and operating system you are using
- the previous site you visited, if you reached the Portal by clicking on a link
- whether you have previously visited the Portal (only if you accept cookies).

Information collected from online forms and services

13.3.2 When you submit a form on the Portal, or provide information as part of using an online service, we collect information from this activity. This information may include personal and organisational details such as your full name, phone number, business name and ACN details, email address and street address.

13.3.3 Clicking on the 'submit' button on the form acts as your consent for the EPA to collect the information you have provided. Before you submit this information we will take reasonable steps to inform you of:

- where applicable, any law that requires the particular information to be collected
- which fields are mandatory and which are optional.

Information collected from email

13.3.4 If you send us an email, we will record your email address for the purpose of responding to you.


Use and disclosure of personal information collected

13.3.5 Personal information collected from forms, and email will only be used for the purpose for which you have provided it. We will not use it for any other purpose, nor will we disclose it, unless with your consent or in other circumstances where such use or disclosure is permitted under the [Privacy and Personal Information Protection Act 1998](#). For example, we may provide the information you have submitted to another public authority in the course of administering environment protection legislation.


13.3.6 Information you provide about containers or collection point arrangements will be made available publicly to enable third parties such as suppliers and the Scheme Coordinator to fulfil their obligations under Return and Earn. However, no personal information will be published without consent.

13.3.7 Your personal information (including your email address) will not be automatically added to a mailing list, or sold or otherwise transferred to a third party for commercial purposes.


Government Information (Public Access) Act 2009

13.3.8 The [Government Information \(Public Access\) Act 2009 \(GIPA Act\)](#)  confers on the public a right to access information held by a government agency, including electronic information like transactions through the web. If information is sought by a third party under the GIPA Act that affects your research, business, commercial, professional or financial interests or your personal information, we will seek your views if you are likely to have concerns about the disclosure of the information before making any decision about releasing the information.

Storage of personal information

13.3.9 Access - under the [Privacy and Personal Information Protection Act 1998](#)  you have the right to access and change personal information the NSW EPA holds about you, such as your address and phone number(s).

13.3.10 Accuracy - we are committed to ensuring that the information we hold is accurate, complete and up to date, so we encourage you to advise us if the information you have given us has changed. If you believe our information is inaccurate, please email container.approval@epa.nsw.gov.au and we will correct the information if necessary.

13.3.11 Retention - we will retain the information you have provided for a period that is appropriate for the purpose for which it was provided. Your information will be archived and disposed of in accordance with EPA policies, legislative requirements and guidelines based on the [NSW State Records Act 1998](#) .

13.3.12 We take reasonable steps to protect information during transfer and storage. Physical measures, such as building and equipment security, are used in conjunction with digital technology, such as data encryption and firewalls, to minimise unauthorised access to information.

14. DISCLAIMER

14.1 The NSW EPA endeavours to make sure that information provided on the Portal is correct at the time of its publication.

14.2 However, as necessary you should obtain independent advice before making any decision based on the information on the Portal. The information on the Portal is made available on the understanding that the State of NSW, the Environment Protection Authority, their servants and agents, to the extent permitted by law, accept no responsibility for any damage, cost, loss or expense incurred by you as a result of:

- any error, omission or misrepresentation the Portal
- any malfunction or failure to function of the Portal
- without limiting the above, any delay, failure or error in recording, displaying or updating information, including but not limited to, data relating to credit holdings.

14.3 Where there are known limitations to the information provided online, we will include an explanation of these limitations wherever possible. If there is any material that you consider

to be misleading or inaccurate, please email container.approval@epa.nsw.gov.au and it will be corrected as soon as possible as necessary.

14.4 Your responsibilities

14.4.1 If you use electronic services offered on the Portal, you should understand that:

- While we use our best endeavours to ensure the availability of these services, they cannot be guaranteed.
- It is your responsibility to use other means to exercise your statutory responsibilities or obtain information if for any reason you are unable to use an electronic service.
- If you use alternative means to exercise your statutory responsibilities due to the unavailability of an electronic service, it is your responsibility to do so within the statutory timeframe.
- We recommend that you ensure current anti-virus software is operating on your computer at all times.

14.5 Linked sites

14.5.1 The Portal may contain links to other websites (linked sites). These links have been included on the Portal with the intention of increasing the information available to you. If you use these links, you may leave the Portal. The EPA has no control over linked sites, and as a result:

- we cannot accept responsibility or liability for any loss, damage, cost or expense you might incur if you rely on information which appears on linked sites
- when you visit a linked site, you will be subject to the privacy policy of that site. You will no longer be protected by the terms of use of the Portal
- we are not responsible for the views, opinions, standards or information expressed on linked sites. The provision of a link does not imply that the EPA endorses those sites or the people or companies who own them, and vice versa.