



My Neat Street

Terms and Conditions

December 2021

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1. Objectives

- 1.1. My Neat Street (“the Program”) is a program conducted by the Council of the City of Gold Coast (“Council”) of 8 Karp Court, Bundall, Queensland.
- 1.2. The Program is designed to encourage civic pride and improve amenity and safety by recognising streets that demonstrate exceptional upkeep.
- 1.3. The Program is to be delivered in 2022 and will be followed by an evaluation to determine the program’s continuity.

2. Eligibility

- 2.1. Nominations must demonstrate outstanding initiatives in residential streets that are contributing to a clean, safe and connected Gold Coast.
- 2.2. Nominated streets are located within the Gold Coast Local Government (LGA).
- 2.3. Nominators that are younger than 18 years of age, must have consent from their parent or guardian to be legally bound by these terms and conditions.
- 2.4. Nominations are to include high resolution photo/s of the nominated street.
- 2.5. Nominations received after the closing date will not be accepted, unless under extenuating circumstances.
- 2.6. Multiple nominations by the same nominator for the same street will not be accepted.
- 2.7. Nominations must be supported by high resolution photo/s of the nominated street and can include any other supporting documentation such as maintenance or cleaning reports made to the Council or appropriate authority. Supporting documentation should relate to activities undertaken in 2022 that directly support the nomination. It is recommended that all photographs are referenced clearly in the nomination form and include the date of when the photograph was taken.
- 2.8. Nominations that do not align with the Council’s aim to positively enhance community safety outcomes in the community will not be deemed eligible.
- 2.9. The Council takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected nominations or for any delays or failures in any telecommunications service or equipment.
- 2.10. There is no cost to nominate; however, internet connection and usage rates may apply. Nominators should obtain details of such costs from their service providers. The Council is not and will not be liable for any such costs.
- 2.11. It is of preference that nominations are submitted online via the Council’s website. If circumstances prohibit the ability to submit the nomination online, residents will be required to contact the Council to arrange submission via email or hard copy.
- 2.12. If a nomination received does not meet these conditions, it will be deemed ineligible and will not be considered.

3. Nominators

- 3.1. Council employees (excluding those from the Safe and Liveable Communities Branch and Councillor offices) and contractors may nominate a street where they reside. Council employees and contractors must declare any affiliation with the street at the time of submitting the nomination/s. City staff from the Safe and Liveable Communities Branch and Councillors are unable to nominate or be included in a nomination as a referee due to being involved in the eligibility assessment/review process.
- 3.2. Nominators agree that they are fully responsible for the content they submit within their nomination and agree Council shall not be liable in any way for such content to the full extent permitted by law. Nominators warrant and agree that: (a) they will not submit any content that is unlawful or fraudulent, or that Council may deem in breach of any intellectual property, privacy, publicity or other rights, or is inconsistent with Council’s policies; (b) they will obtain prior consent for the

inclusion of any person or property that appears in their content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the content, to the uses and terms herein; (d) their content shall not contain viruses or cause injury or harm to any person or entity; and (e) they 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. Without limiting any other terms herein, the Nominee indemnifies the Council for any breach of the above terms.

- 3.3. Nominators agree that participation in the program is at the risk of the participant and that Council excludes all liability in accordance with clause 11.4 of these terms. The Nominator agrees to ensure all residents within the nominated street who are participating in the program agree to and accept these terms and conditions. Council may request that the Nominator and or residents sign and return a Deed of Release and Indemnity to this effect as a condition of entry.

4. Maintenance and cleaning reports to the Council

- 4.1. All reports to the Council for serious or unsafe maintenance or cleaning issues will be managed in accordance with the Council's standard response times.

5. Assessment process

- 5.1. Nominations will be reviewed against assessment criteria to ensure that the nomination is eligible for inclusion in the Program.
- 5.2. Nomination assessment criteria includes:
- Criteria A: well maintained and tidy private properties within the street;
 - Criteria B: neatly presented public spaces within the street with any serious and unsafe maintenance or cleaning issues reported to the Council or appropriate authority; and,
 - Criteria C: evidence of collaborative effort among residents to maintain a neat street and ensure residents are connected. The Council reserves the right to seek clarification of information supplied and to request additional information as deemed appropriate.
- 5.3. Streets that meet the criteria will be recognised on the My Neat Street Honour Roll ("Honour Roll") displayed on the Council's website and acknowledged at the final Mayoral Safer Suburbs Forum meeting of the year. A letter of recognition will be provided to all residents residing in the street.
- 5.4. Decisions about eligible nominations are final and there are no appeal mechanisms.

6. Prizes

- 6.1. Nominators who nominate an eligible street will go into a random prize draw, with one winner per division entitled to receive a voucher valued at \$100 ("Prize"). Prizes are not transferable or exchangeable and must be redeemed within the period stated on the voucher.
- 6.2. Prizes will be awarded after the nomination closure period.
- 6.3. Prize winners will be notified and upon acceptance, the prize will be posted directly to the recipient. The Prize winner will forfeit the Prize if they do not respond within ten (10) business days of the Council attempting to make contact.

7. Opening and closing dates for nominations

- 7.1. Opening and closing dates to nominate are found on the Council's My Neat Street program web page and on associated promotional materials. Late nominations will only be considered in exceptional circumstances and acceptance will be at the discretion of the Safe & Liveable Communities Branch.

8. Conflict of interest and confidentiality

- 8.1. Council employees involved in the administration of the Program must adhere to the requirements detailed in the Code of Conduct for Employees Policy and Conflicts of Interest for Employees Policy with regard to any real or perceived conflict of interest.
- 8.2. All details regarding nominations are to remain confidential until announced via the Honour Roll. Details of nominators, supporting referees and members of the judging panel will not be publicly released at any time and are to remain confidential.

9. Notification

- 9.1. Nominators will receive an acknowledgment of the submitted nomination.
- 9.2. Eligible nominations will be identified on the Honour Roll which will be published to the Council's Neat Street program web page following the final Mayoral Safer Suburbs Forum meeting for the year proposed for November 2022.
- 9.3. All residents within the awarded streets will receive a letter of recognition.

10. Information privacy

- 10.1. Personal information provided to the Council as part of the nomination will be used for the purpose of communicating with nominators about the nomination. It is noted that the participation in the Program is voluntary and the collection, use and disclosure of all personal information will be handled in accordance with the *Information Privacy Act 2009 (Qld)*. Please read the Council's [Information Privacy Policy](#) for further information.
- 10.2. The nominator acknowledges the nomination will be provided to Safe and Liveable Communities Branch and the relevant Councillor for the purpose of ensuring eligibility of the nomination. The Council may use information contained in the nomination, to report on the Program and in publicity and promotional materials and announcements associated with the Program.

11. General

- 11.1. The Council reserves the right to modify these Terms and Conditions or vary the Program as it determines necessary in its sole discretion.
- 11.2. The Council will not be responsible for any damage arising out of and shall not be in breach of the Terms and Conditions if the Program is cancelled, suspended or reduced due to force majeure outside the Council's reasonable control.
- 11.3. Entry to the Program constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Council and Councillors forms part of these terms and conditions.
- 11.4. To the full extent permitted by law, Council excludes all liability in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the program, including without limitation: (i) any indirect, economic or consequential loss; (ii) any liability for personal injury or death. Participation in the program, including any act or omission in connection with program, is at the participants sole risk and the participant indemnifies Council in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by the participant or any other person as a result of the participant's acts or omissions in connection with the program.

For more information

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