

## **Armadale Writers' Award 2022 TERMS AND CONDITIONS**

By entering the Competition, you are agreeing to the following terms and conditions.

### **Definitions**

1. In these Terms and Conditions:
  - (a) "Competition" means the Armadale Writers' Award - 2022;
  - (b) "Promoter" means the City of Armadale (ABN 79 863 269 538) of 7 Orchard Avenue, Armadale and is coordinated by the Library & Heritage Services Department through its Public Libraries;
  - (c) "Original Work" means a story that not been previously published in print, digital or any other format, including within an anthology.
  - (d) "Place-getters" are entrants who will receive a prize.
  - (e) "Winners" is the term used to define a place-getter once their prize of 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> has been awarded.

### **General**

2. The promotion is open to Western Australian residents who meet the eligibility requirements in these terms and conditions.
3. Instructions on how to enter and other details contained within promotional advertisements form part of these Terms and Conditions.
4. By entering the promotion, entrants agree to abide by these Terms and Conditions.
5. Individual feedback on stories will not be provided.

### **Who Can Enter?**

6. Entry to the Competition is open to residents of Western Australia who are 18 years of age or older, and who are not excluded by clause 7.
7. Elected members, employees, and the immediate families of the Promoter, are not eligible to enter. For the purpose of this clause 'immediate family' means spouse, de-facto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, grandchild, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
8. The Promoter reserves the right, in its sole discretion, to:
  - (a) Verify the validity of entries and entrants (including entrants' identity, eligibility, age and place of residence);
  - (b) Disqualify any entrants for tampering with the entry process or for submitting an entry not in accordance with these Terms and Conditions; and;
  - (c) Remove and exclude any entry that does not meet the eligibility requirements set out in these Terms and Conditions from the Competition at any time.

### **How to Enter**

9. The Competition will commence at 12.00am on 1 September 2022 WST ("Commencement Date") and will close at 11.59pm on 30 September 2022 WST ("Closing Date").
10. Any entry received after the Closing Date will not be accepted.

11. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
12. In order to enter, entrants must:
  - (a) Submit entries via the online form located on the City of Armadale Library website <https://library.armadale.wa.gov.au/armadale-writers-award> Submission by any other means will not be accepted; and
  - (b) Complete the entry form in full including registering your full name, email address and contact phone number; and
  - (c) Submit entries in Microsoft Word format (.docx). Other formats will not be eligible; and
  - (d) Pages set to A4 size, an easily readable font size 12 with 1.5 spacing; and
  - (e) The Story title must be included in the top left of the header; and
  - (f) Page numbers must be included at the bottom right in the footer; and
  - (g) The entrant's name must only be on the entry form and not appear on any story pages.
13. Entries must:
  - (a) Have a 1000 – 3000 word count; and
  - (b) Be fiction prose; and
  - (c) Contain only original ideas; and
  - (d) Be an original work that has not previously been published in any format; and
  - (e) Be written in English language.
14. The time of entry will be the time at which the completed entry form is received by the Promoter's database.
15. The Promoter reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.
16. A person can only submit one entry.
17. Entries that fail to meet any of these requirements will not qualify for a Prize. Submitted entries are final and cannot be returned or amended. The Promoter will not enter into correspondence regarding this matter.

### **The Prizes**

18. There will be three (3) Major Prize Package winners and seven (7) Commended Prize Package winners (collectively, "The Prizes").
19. The Major Prize Packages consists of monetary prizes inclusive of GST:
  - (a) 1<sup>st</sup> Prize - \$1000
  - (b) 2<sup>nd</sup> Prize - \$750
  - (c) 3<sup>rd</sup> Prize - \$500These payments will be made via direct bank transfer in the week after the Award Presentation – but can take longer to go through.
20. The seven (7) Commended Prize Packages each consist of a voucher to the value of \$50 for purchasing books.
21. The Prize cannot be used in conjunction with any other offer.
22. The Prize, regardless of whether claimed, unclaimed, or unused, cannot be refunded, exchanged or redeemed for cash.

### **How to Win**

23. Entries will be judged by a panel arranged by the Promoters. Judges will determine 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Place-winners and seven (7) Commended Place-getters.

24. To redeem the Prizes, the Place-getters will be invited to an award presentation although attendance at this is not compulsory. If any Place-getters are unable to attend the presentation, their Prize will be sent via post to the address provided on the entry form after the Award Presentation.
25. All Place-getters will be contacted by the 31 October 2022 about the Award Presentation, to be held on 18 November 2022 at which they will be notified of their place and Prize.
26. The Promoter reserves the right to request that the Place-getters provide proof of age and/or proof of identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
27. The Winners' names and stories will be published on the City's Library website after the Award Presentation. If you do not agree to this then your entry will be removed from the competition.
28. The Promoter's decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
29. It is a condition of accepting the Prize that the winner must comply with all these Terms and Conditions and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.

### **No Liability**

30. All costs incurred by the entrant associated with entering this Competition and claiming the Prize are the responsibility of the entrant.
31. All entrants unconditionally and irrevocably indemnify, release and discharge the Promoter, and their associated personnel, agencies and companies from any and all liability, cost, loss or expense arising out of participation in this Competition or acceptance, or delivery of the Prize including (but not limited to) loss of income, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
32. The Promoter and their associated personnel, agencies and companies will not be responsible or liable for:
  - (a) Any loss or damage whatsoever or personal injury suffered or sustained, in connection with the Competition, the use, delivery of the Prize or any act or omission of the Promoter, or their respective agents, employees or contractors;
  - (b) Damage of the Prize, or any element of the Prize, or the winner's property during installation or transport of the Prize;
  - (c) Prizes that are damaged, lost in transit, late, lost or misdirected delivery, or if any element of the Prize is not provided;
  - (d) Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries; or
  - (e) Any loss or damage sustained or incurred:
    - (i) If, for any reason, the Competition is suspended, varied or terminated at any time, with or without prior warning or publicity;
    - (ii) As a result of late, lost or misdirected entries;
    - (iii) As a result of any change in the value of the Prize, or any element of the Prize, occurring between the Commencement Date and the date that the Prize is claimed.

33. These indemnities and disclaimers apply to the full extent permitted by law.

### **Reserved Rights**

34. In all matters, all decisions of the Promoter will be final and cannot be contested. No correspondence or discussions will be entertained.
35. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
36. The Promoter reserves the right to amend these Terms and Conditions or cancel the Competition at any time.

### **Privacy Details**

37. The Winner's names may be published in the local newspapers and on the City's social media channels.
38. The Promoter is collecting each entrant's personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the Prize winner. Upon entry into this Competition, the Promoter may collect each entrant's personal information, including name, address, age, telephone number and other contact details. The Promoter will not use this information for any purpose other than those outlined in these Terms and Conditions.
39. Each entrant's personal information will be handled in accordance with the Promoter's Privacy Statement. By providing personal information, each entrant agrees to the terms of the Promoter's Privacy Statement. The Promoter's Privacy Statement can be viewed on the Promoter's website at <https://www.armadale.wa.gov.au/privacy-statement>
40. By entering this Competition, each entrant acknowledges, agrees and expressly consents to the Promoter:
- (a) Contacting the entrant by any means to let the entrant know about goods, services, or promotions / competitions which the Promoter considers may be of interest to the entrant;
  - (b) Disclosing the entrant's personal information to other persons or entities who may assist the Promoter in promoting the City of Armadale or running promotions or competitions, or use that information in any media for the Promoter's own marketing, promotional and publicity purpose without any further reference, payment or other compensation to the entrant;
  - (c) Photographing the award presentation for use in any media for the Promoter's own marketing, promotional and publicity purpose without any further reference, payment or other compensation to the entrant;
  - (d) Including the entrant's name in future mail, email, SMS or other campaigns.
41. Each entrant's consent continues until the consent is withdrawn in accordance with the applicable law. Entrants have the option to withdraw their consent and unsubscribe from receiving any communications at any time.
42. By entering this Competition each entrant expressly consents to the Promoter disclosing their personal information to any other third party engaged to provide or install any element of the Prize for the purpose of fulfilling the Prize. Each entrant acknowledges that the Promoter and any other third party is solely responsible for its use of that information.