

FOCUS Photographic Competition 2024

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 FOCUS Photographic Competition 2024;
 - (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 Birtwistle Local Studies Library;
 - (c) “Amateur” means someone who is not currently earning their primary or regular income as a photographer;
 - (d) “Placegetters” are entrants who will receive a prize;
 - (e) “Winners” is the term used to define a placegetter once their prize of 1st, 2nd or 3rd has been awarded.

General

2. The promotion is open to Western Australian residents that meet the eligibility requirements in these Terms and Conditions.
3. All entries must be the sole work of the entrant. The use of any Artificial Intelligence tools or programs is not permitted in creating entries for this competition.
4. Instructions on how to enter and other details contained within promotional advertisements form part of these Terms and Conditions.
5. By entering the promotion, entrants agree to abide by these Terms and Conditions.

Who Can Enter?

6. Entry to the Competition is open to residents of Western Australia that is a person 18 years of age or older at the commencement of the competition, and who is not excluded by clause 7 or 8.
7. The competition is only open to amateur photographers.
8. Elected members, managers, employees, volunteers and their immediate families, of the Promoter are not eligible to enter. For the purpose of this clause 'immediate family' means spouse, de-facto, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
9. 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

10. The Competition will commence at 12:01am on 1 February 2024 WST (“Commencement Date”) and will close at 11:59pm on 31 March 2024 WST (“Closing Date”).
11. Any entry received after the Closing Date will not be accepted.
12. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
13. An entrant may submit multiple entries to the promotion.
14. Entrants whose photograph(s) contain easily recognisable faces of people in the foreground must have permission from those persons to use their image for the purposes and outcomes of this competition. If requested by the Promoter, proof of this permission must be provided by the entrant. The Promoter reserves the right to refuse entry to the competition where it deems an individual’s right to privacy has been compromised.
15. In order to enter, entrants must:
 - (a) Submit entries via online form at <https://library.armadale.wa.gov.au/focus>
 - (b) Up to 5 images can be entered per entry form.
 - (c) Register your full name, email address and contact phone number.
16. The time of entry will be the time at which the completed entry form is received by the Promoter’s database.
17. The Promoter reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.

Drone Category

18. Persons wishing to submit an entry under the drone category are reminded that legislation and rules administered by the Civil Aviation Safety Authority restrict and govern the usage of drones and Remotely Piloted Aircraft. The onus is on entrants to use their drone and record photographs or footage in a manner that is in compliance with that legislation. Accordingly, no liability, express or implied, is accepted by the City of Armadale for the actions of a drone user or entrant in connection with this competition.

The Prizes

19. There will be nine (9) Major Prize Package winners.
20. The Major Prize Package consists of a cash prize and a professional print of your winning image:
 - (a) Spotlight on Hilbert & Haynes - Photograph Category
 - (i) 1st Prize \$300
 - (ii) 2nd Prize \$200
 - (iii) 3rd Prize \$100

(b) Spotlight on Hilbert & Haynes - Drone Category

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| (i) | 1 st Prize | \$300 |
| (ii) | 2 nd Prize | \$200 |
| (iii) | 3 rd Prize | \$100 |

(c) Historical Pre-2000 - Open Theme Category

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| (i) | 1 st Prize | \$300 |
| (ii) | 2 nd Prize | \$200 |
| (iii) | 3 rd Prize | \$100 |

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. A judging panel of independent professional photographers and Local Studies Librarians will select all winning entries on merit which best capture the theme. Judges will determine 1st, 2nd and 3rd Place-getters. The judges' decisions are final, and no discussions or correspondence will be entered into.
24. To redeem the Prizes, the Place-getters will be invited to an award presentation although attendance is not compulsory. Prize winners need to collect their print from Birtwistle Local Studies Library after the exhibition period.
25. The Promoter reserves the right to request that the Prize winners 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.
26. While the entrant retains copyright of any images submitted, they also grant to the Promoter an irrevocable, royalty free license to use, adapt, reproduce, amend and publish the supplied image(s), enabling the photo to be used by the City of Armadale for the purposes of promotion, addition to the City's photographic archive and the City of Armadale Library catalogue. In all such cases, every reasonable effort will be made to acknowledge the source of the image(s). If you do not agree to this, then your entry will be removed from the competition.
27. The Promoter's decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
28. 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

29. All costs incurred by the entrant associated with entering this Competition and claiming the Prize are the responsibility of the entrant.
30. 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, 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.

31. 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 or installation 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.
32. These indemnities and disclaimers apply to the full extent permitted by law.

Reserved Rights

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

Privacy Details

36. The winners' names may be published in the local newspaper and on the City's social media channels.
37. The Promoter is collecting 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 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 that outlined in these Terms and Conditions.
38. 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 at the Promoter's website at <https://www.armadale.wa.gov.au/privacy-statement>

39. 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 the 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.
40. 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.
41. 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 is solely responsible for its use of that information.