

FOCUS 2025 Photographic Competition – Terms & Conditions

By entering the Competition, you are agreeing to the following terms and conditions and any additional entry conditions stated in the competition guidelines.

This competition is being run by City of Armadale and coordinated by its Library & Heritage Service through Birtwistle Local Studies Library; 7 Orchard Avenue, Armadale WA 6112. ABN 798 6326 9538.

Definitions

1. In these Terms and Conditions:
 - (a) “Competition” means FOCUS 2025 Photographic Competition;
 - (b) “Promoter” means the City of Armadale (ABN 79 863 269 538) of 7 Orchard Avenue, Armadale and includes its officers, employees, agents and contractors;
 - (c) “Amateur” means someone who is not currently earning their primary or regular income as a photographer.

Who Can Enter?

2. Entry to the Competition is open to residents of Western Australia aged 18 years and over as at 1 February 2025, provided they are not excluded by clause 3 and 4.
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. Elected members, managers, employees, and their immediate families, of the personage of the Promoter, and Sponsors, and volunteers for the City of Armadale 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, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. The competition is only open to amateur photographers.
6. The Promoter reserves the right to verify by any means, which the Promoter considers necessary, the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The entrant must co-operate fully with the Promoter in any verification process. An entrant may submit multiple entries to the promotion.

How to Enter

7. The Competition commences at 12am AWST Saturday 1 February 2025 and closes at 6pm AWST Monday 31 March 2025. Any entry received after the closure of the Competition will not be accepted. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
8. An entrant may submit multiple entries to the promotion.
9. In order to enter, entrants must:
 - (a) Go to the online entry form at <https://library.armadale.wa.gov.au/focus> and complete the form once for every 5 individual images being entered.
 - (b) The time of entry will be the time the online entry is received by the Promoters database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
 - (c) The entrant must not submit an entry which includes any computer virus or other harmful computer software.

10. 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.
11. The Promoter reserves the right to disqualify any images that the City of Armadale deems to be inappropriate, obscene, offensive or defamatory. This is at the sole discretion of the City of Armadale.
12. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the promotion, jeopardises the fair and proper conduct of the promotion, or acts improperly or unethically (each at the Promoter's sole discretion), the Promoter reserves the right to disqualify the entry and any prize will be forfeited.

Drone Category

13. 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

14. Prizes for the winning entries are as follows:

Architectural Gems - Photography Category

1st \$300; 2nd \$200; 3rd \$100

Plus a Professional Print of the photograph

Architectural Gems - Drone Category

1st \$300; 2nd \$200; 3rd \$100

Plus a Professional Print of the photograph

Open Theme - Historical Pre-2000 Category

1st \$300; 2nd \$200; 3rd \$100

Plus a Professional Print of the photograph

15. An entrant can only win 1 prize within each category.
16. Honourable Mentions may be awarded at the discretion of the panels of judges.
17. No Prizes, regardless of whether claimed, unclaimed, or unused, can be refunded or exchanged.

How to Win

18. The Promoter will announce the winners at the award presentation on Saturday 17 May 2025. In the week following this information will be added to the on the City of Armadale's Library website and shared also through the Armadale Library's Facebook account.
19. Winners will be contacted via email or telephone by Monday 21 April 2025.

20. To redeem the Prizes, the winners are required to attend a prize presentation ceremony on Saturday 17 May 2025 and collect their prize package.
21. The Promoter reserves the right to request that the Prize winner's 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.
22. A judging panel of independent professional photographers and local history librarians will select all winning entries on merit which best capture the theme. The judges' decisions are final and no discussions or correspondence will be entered into.
23. The Promoter's decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.

No Liability

24. In no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity or profit.
25. In no circumstances is the Promoter liable to any entrant for death, sickness or injury caused to the entrant when taking part in this competition.
26. The Promoter is not liable to the entrant for anything outside the reasonable control of the Promoter or the acts or omissions of third parties.
27. All entrants unconditionally and irrevocably release and discharge the Promoter from any and all liability in relation to this competition.
28. The Promoter may suspend, vary or cancel the competition at any time at its sole discretion.

Privacy Details

29. The Promoter is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners. Your personal information will be handled in accordance with the City's Privacy Statement. By providing your personal information, you agree to the terms of the City's Privacy Statement.
30. The City's Privacy Statement can be viewed at the City's website at <https://www.armadale.wa.gov.au/privacy-statement>.
31. While the entrant retains copyright of any images submitted, they also grant to the Promoter an irrevocable, royalty free licence 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 Picture Armadale website. In all such cases, every reasonable effort will be made to acknowledge the source of the image(s).
32. All prize winners agree to be photographed at the prize presentation event and give permission to the Promoter for it to use such photographs for any promotional purposes whatsoever and royalty free.
33. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any entrant.