

SPRING INTO PARKS PHOTO COMPETITION 2020

TERMS AND CONDITIONS

Important information for all competition entrants

Introduction

1. The competition (Competition) is conducted by the WA Parks Foundation ABN 96 615 298 952, which has its registered address at Cygnet Hall, corner of Hackett Drive and Mounts Bay Road, Crawley, Western Australia 6009 (Promoter).
2. Entry into the Competition constitutes acceptance of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Competition, these Terms and Conditions will prevail.

Eligibility

3. The Competition is open to individuals who are:
 - a. aged 18 years or over;
 - b. Western Australian residents, with a Western Australian mailing address; and
 - c. amateur photographers. For the purposes of this Competition an amateur photographer is defined as someone who has not earned more than \$5,000 from still photography in any 12-month period in the previous five years, dating from the time of entry. This includes earnings from photo sales, photo education, photography tours, commercial work, and competition prize money.
4. Employees (or their immediate families) of the Promoter or any other partner of the Competition, or of retailers, or of suppliers, associated companies or agencies of the Promoter are eligible to enter, however, they will not be eligible to receive a prize. They will be eligible to have their Submission displayed.

How to Enter

5. The Competition opens 5.00 pm WST on 6 November 2020 and closes midnight on 13 December 2020 WST (Competition Period).
6. To enter the Competition eligible entrants must:
 - a. read and agree to these Terms and Conditions;
 - b. create a submission (Submission), which must be a photograph or image meeting the requirements in clauses 23 to 34 (inclusive) of these Terms and Conditions; and
 - c. during the Competition Period go to the Promoter's website at ourwaparks.org.au/photo-competition and:
 - i. [complete the online entry form titled 'WA Parks Foundation 2020 Hidden Corners Photo Competition', including photo caption, location of photo, first name, last name, email address and postcode]; and
 - ii. lodge a Submission.
7. Entrants acknowledge and agree that any failure to comply with the eligibility criteria in clause 6 will make the entrant ineligible for the Competition.
8. There is no fee to enter the Competition, however internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not liable for any such costs.
9. An entrant may enter as many times as they like.
10. Submissions must be received during the Competition Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.

Prizes and Winners

11. Each eligible Submission will be individually judged based on its creativity and relevance to the theme of the Competition by representatives of the Promoter, or person/s nominated by the Promoter. The judges' decision is final and binding on every entrant.
12. A prize will be awarded to the entrant who submits the best entry as determined by the judges. No correspondence will be entered into nor any explanation given as the selection of the winner.
13. The Competition is a game of skill. Chance forms no part in determining the winner.

14. The Promoter intends that the judging will take place at the end of the Competition Period. The Promoter may extend the period of time for judging Submissions at its sole discretion.
15. The winner will be announced by 18 December 2020 and will be notified by 18 December 2020 and will be published on the Promoter's website approximately 24 hours after judging.
16. There will be one winner judged as having the best Submission.
17. The winner will receive a prize of a Spring into Parks Ultimate Parks Pack (including a \$500 gift card, \$200 gift voucher to join The Hike Collective on an adventure of your choice, a gourmet picnic hamper, a 1-year Annual Park Pass, and a 1-year family membership to the WA Parks Foundation)
18. The prize is valued at \$1000.
19. Except as otherwise indicated, all amounts stated in these Terms and Conditions are stated in Australian dollars. The Promoter accepts no liability for any variation in prize values. Prizes are not transferrable or exchangeable and cannot be taken as cash. Any additional costs incurred in accepting the prize will be at the expense of the winner.
20. The Promoter is not liable for any tax implications arising from accepting any prize. Independent financial advice should be sought.
21. If a prize is not claimed within a reasonable period, the winner will be deemed to have forfeited the prize and the Promoter reserves the right to award the prize to the next best Submission as determined by the judges in their absolute discretion.
22. It is a condition of entry that the entrant agrees to have their name and Submission published for publicity and promotional purposes. By participating in the Competition, entrants accept the condition to participate in promotional activity and editorial activities relating to the Competition, including but not limited to, being interviewed and photographed.

Submission Requirements

23. Each Submission must be an image or photograph of a hidden corner of Western Australia's wonderful national parks and conservation estates, including regional parks and nature reserves. Submissions can be of the weird, wonderful and the worthy of sharing.
24. Each Submission must be original and unique.
25. A Submission must not include anything that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate.
26. The entrant must be the copyright owner of any Submissions entered into the Competition.
27. Any post-production and editing must be the work of the entrant.
28. Images should not include watermarks or other branding. The Promoter may at its discretion disqualify any Submission with a watermark or other branding.
29. Images must be:
 - a. in JPEG (.jpg) format;
 - b. at least 2,000px on the longest edge; and
 - c. no larger than 5MB.
30. Images may be processed in post-production to adjust minor photographic variables such as cropping, sharpness, colour, tone and contrast. The Promoter may at its discretion disqualify any Submission if they feel it lacks authenticity due to over-manipulation (including via the use of filters and/or digital software).
31. Any post-production and editing must be the work of the entrant.
32. In the final stage of judging, the Promoter may request the original, minimally processed form of each Submission — eg a 'raw' digital image file for review. If the entrant is unable to produce a minimally processed form of a Submission, the entry may be disqualified.
33. All entries captured with an RPA (remotely piloted aircraft, including drones) must comply with local rules and regulations. Any images suspected of being captured illegally will be disqualified. In order to be eligible for a prize, entrants must be able to provide verifiable EXIF data including drone type, position (latitude and longitude) and altitude information. The Promoter reserves the right to disqualify any image they suspect may have been captured illegally.
34. Submissions in which a person can be clearly identified may be ineligible unless the entrant can produce evidence to the Promoter's satisfaction that the person has provided their written consent for the image to be used in this Competition. In the case of a minor, consent must be provided in writing by their parent or guardian. The Promoter may request to inspect the written consent and may request any additional documentation (including a statutory declaration) be signed to satisfy the Promoter that appropriate consent has been obtained. The Promoter reserves the right to reject any Submission at all times notwithstanding that consent has been obtained.

Copyright and permissions

By making a Submission to this Competition, you confirm and warrant that:

35. You are eligible to enter the Competition.
36. You are the sole author of each Submission and that it is your original work and you have not copied any part of another person's work.
37. You hold all intellectual property rights (including copyright) in each Submission and the Submission does not infringe on the intellectual property rights of any third party.
38. You agree to the Submission being made available for public viewing.
39. You have the permission of anyone pictured in a Submission (or, where the Submission shows any persons under 18, the consent of their parent or guardian) for the usage rights required by the Promoter and will indemnify the Promoter against any claims made by any third parties in respect of such infringement.
40. Entrants agree to their Submissions and names being published on the Promoter's social media pages, with the possibility of third party sharing, to promote the Competition.
41. You have not licensed or disposed of any rights to the Submission that would conflict with uses to be made by the Promoter.
42. You will be responsible for any claim by any third party in respect of your entry.
43. Upon entry into the Competition you agree to grant the Promoter an unrestricted, irrevocable, transferable, royalty-free, perpetual, exclusive worldwide right and licence to use, reproduce, publish, distribute, communicate and display to the public your Submission for an unlimited period (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the Submission) for the promotion of the Promoter and Western Australia's National Parks. The entrant will be appropriately credited if or when their image is used but will not be entitled to any fee for such use.

Liability

44. To the extent permitted by law, the Promoter excludes all liability (in negligence or howsoever) to entrants for any loss, damage, claim or expense that entrants suffer or incur in connection with this Competition.
45. Entrants indemnify the Promoter on demand against all claims directly or indirectly incurred or suffered by the Promoter in respect of:
 - a. any infringement by the entrant of any intellectual property rights of any other person in respect of any Submission entered into the Competition;
 - b. the use of the Submission by the Promoter; and
 - c. any breach of these Terms and Conditions
46. All entrants release the Promoter from any liability (in negligence or howsoever) cost, damage, loss or expense arising out of, or in connection with, entry into this Competition and the use of any Submission.

General

47. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason, the Promoter reserves the right, at its sole discretion:
 - a. to disqualify any entrant who the Promoter suspects has tampered with the entry process; or
 - b. to modify, suspend, terminate or cancel the Competition, as appropriate.
48. The Promoter reserves its right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any purported entrant who submits a entry which is not in accordance with these Terms and Conditions.
49. Information provided by entrants will be used by the Promoter for the purpose of conducting this Competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this Competition, storing data or communicating with entrants. If entrants do not provide the information requested, entrants will not be able to participate in the Competition. Personal information will be handled in accordance with the Promoter's Privacy Policy, which is available at www.ourwaparks.org.au/privacy-policy/. The Privacy Policy sets out how you can request access to and correction of personal information the Promoter holds about you, as well as how you can make contact us about any concerns or complaints you may have about our privacy practices and how the Promoter will handle any such complaints.