

Willoughby Photo Editing Competition 2021

How to Enter

Competition opens from Monday 5 July 2021

Submissions due by 5pm on Monday 9 August 2021

***Deadline extended to 11:59pm Thursday 19 August 2021**

Applicants are invited to create an original artwork using photo editing software. The digital artwork should be based on or use elements from a historical Willoughby image found on the competition page of Picture Willoughby.

Please submit all entries via Willoughby City Council's website submission form.

Terms and Conditions

1. Information on how to enter the '*Willoughby photo-editing Competition*' ('the **Competition**') and Prize form part of these terms and conditions of entry. Entry into the Competition is deemed acceptance of these terms and conditions of entry.
2. The **Promoter** of the Competition is Willoughby City Council - ABN: 47 974 826 099 31 Victor Street, Chatswood NSW 2067.
3. The entry must include elements of at least one image found on the competition page of Picture Willoughby.
4. Competition entries must be at least 300 ppi (pixels per inch). The finalists' work will be printed at A3 – landscape or portrait.
5. Entry is open to artists of all ages who are a resident of Australia.
6. The entrant must own copyright to any images used in the artwork that have not been obtained from the Picture Willoughby Database
7. All entrants aged under 18 years of age agree that they have sought and obtained their parent or guardian's consent to enter the Competition on these terms and conditions, including granting the Promoter the rights to use the intellectual property in the entry of the Competition Winner.

Judging

A panel of Judges appointed by the promoter will select a shortlist of entries to be displayed as part of the Picture Willoughby Photo Editing Competition Exhibition from September 1 to October 3, 2021. Selected images may be cropped or manipulated within a square space for the purpose of printing and mounting of the exhibition. Images will be printed A3.

All shortlisted entrants will be contacted by September 16 at 5pm if their image or images have been selected for exhibition.

One (1) **Competition Winner** and two (2) **Competition Runner Ups (2nd and 3rd prize)** will be determined by guest judge, artist, Louise Allerton.

Winners will be notified by phone and/or email on October 5 2021

The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these terms, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

The Promoter reserve the right, in the Promoter's absolute discretion, to disqualify any entry, including those which it considers: is not in accordance with these terms and conditions; depicts or encourages inappropriate, offensive or dangerous behaviours of any kind; breaches individual's privacy; infringes the intellectual property rights of others; promotes commercial, political or criminal interests and activities; is identical or near identical to another entrants entry; or is otherwise considered inappropriate or offensive.

In the case of intervention of any outside agent or event which prevents or hinders its determination, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.

If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of the relevant authorities in the relevant State, if required.

Winners will be chosen based on creativity and skill and chance plays no part in deeming the Competition Winner.

The Promoter and the Judges' decision is final and no correspondence will be entered into.

Prize

There will be 3 prizes:

First Prize - \$100 gift voucher to Chatswood Chase

Second Prize - \$50 gift voucher to Chatswood Chase

Third Prize - \$30 gift voucher to Chatswood Chase

The prizes may change during the competition; any changes will be announced on the Promoter's website announcement section.

No component of the Prize can be exchanged, transferred or redeemed for cash. In the event that the Prize becomes unavailable, the Promoter reserves the right to

provide a similar product to the same or greater value as the original Prize, subject to any applicable laws or written directions made under applicable legislation.

The Prizes for the Competition Winners will be ready for collection in person at the Promoter's premise, 31 Victor St, Chatswood NSW, or posted to the recipient if unable to collect.

The Promoter and each of its related bodies corporate, associated agencies, and companies associated with the Competition will take no responsibility for any damages, delay in delivery or lost in transit of the Prize once the Prize has left the premises of the Promoter.

The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Independent financial advice should be sought. Where the operation of the Competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Unless the contrary intention appears, a reference in these terms and conditions or in any advertisement relating to the Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.

Competition Winner

31. A Competition Winner must, at the Promoter's request, participate free of charge and without compensation in all promotional activity, including publicity, being interviewed, photographed or filmed, surrounding the Competition, including the winning of any Prize. The Competition Winner consents to the Promoter and its related bodies corporate using that Competition Winner's name and image in any forms of promotional material. Without limitation, the Competition Winner consents to being broadcast, filmed, photographed or recording in any other medium free of charge and without compensation while participating in the Competition, or in taking or using any Prize. The Competition Winner consents to the Promoter repeating any such broadcast, film, photograph or other recording in any media at any time free of charge and without compensation.
32. The Promoter reserves the right to request a Competition Winner to provide proof, in a manner the Promoter deems suitable of the identity and age of the Competition Winner and any other person included in the Competition Winner's photo/entry, the status of the Competition Winner's residency, and/or proof of the Competition Winner's entry. In the event that a Competition Winner cannot provide proof to the satisfaction of the Promoter, that Competition Winner will forfeit their Prize in whole and no substitute will be offered.

33. If due to any reason whatsoever the Promoter becomes aware that a Competition Winner has not complied with any of the Competition's terms and conditions, that Competition Winner will have no entitlement to the Prize, even if the Promoter has announced the Competition Winner, and will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.

Intellectual Property

34. The entrant:

- i) agrees that the Promoter has a non-exclusive, irrevocable, royalty-free and licence fee-free, worldwide, perpetual licence to use the whole or any part of the entrant's entry, including photos, images and any other materials submitted by the entrant, including by way of any media to promote the Competition, or for any other purpose. Use of the whole or any part of the entrant's entry, including photos, images and any other materials submitted by the entrant, include but is not limited to, publishing, distributing, copying, exploiting, communicating in public and adapting the photos, images and any other materials, displaying the images on the Willoughby City website, Willoughby City Facebook page, Willoughby City Library website, Willoughby City Library Facebook page , other related websites, related press, public relations, social media or television promotion. The entrant agrees not to be entitled to any fee or compensation for the Promoter's use of the entrant's entry, including photos, images and any other materials submitted by the entrant;
- ii) warrants and agrees not to submit in the Competition any photo, image or any other materials which constitutes a breach of another third party's privacy or an infringement of a third party's intellectual property rights including copyright or trademark; and
- iii) warrants that the Promoter's use of the entrant's entry, including photos, images and any other materials submitted by the entrant, will not be in breach of any third party intellectual property rights including copyright or trademark.

Privacy

35. The Promoter collects and uses entrant's personal information in order to conduct the Competition. The entrant agrees that this includes disclosing the entrant's personal information to Willoughby City and other entities, including third parties, responsible for administering the Competition or for the purposes of processing and conducting the Competition or communicating with the entrants. If the information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that the Promoter, the Promoter's employees, related companies and agents may use

personal information, in any media for any current and future promotional, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages and telephoning the entrant.

36. Where the entrant provides to the Promoter details, images or any other materials of other person(s), the entrant must obtain consent (or in the case of a minor, appropriate consent required by law from the minor's parent or guardian) from the other person(s) for the other person(s) details or image to be provided to the Promoter, any of the Promoter's related bodies corporate, or to third parties for the purposes of processing and conducting the Competition, and that the other person(s) may be contacted by the Promoter or any of its related bodies corporate in relation to this competition.

Disclaimers

37. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, virus, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.
38. The Promoter and its related bodies corporate, associated agencies and companies associated with the Competition will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Competition, accepting or using any Prize, and failing to claim any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
39. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Competition or of these terms and conditions, subject to applicable laws and subject to the approval of the relevant authorities in the relevant State, if required.
40. New subscriber personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion and may be used to market its products to the entrant. Persons may contact the Promoter by post at PO Box 57 Chatswood 2057 or by emailing events@willoughby.nsw.gov.au to request access to, or corrections of, any of their collected personal information that is held by the Promoter.

41. The Promoter is: Willoughby City Council - ABN: 47 974 826 099, 31 Victor Street, Chatswood NSW 2067.