



## *Photography Competition*

### **1. General**

- 1.1. This photography competition is conducted by Focused Expeditions Pty Ltd ABN 12 608 700 698 ("**the Promoter**").
- 1.2. Information on how to enter and on prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 1.3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- 1.4. This is a non-acquisitive photography competition governed by these Terms and Conditions. All instructions relating to the competition on this website also form part of the Terms and Conditions.
- 1.5. The Promoter reserves the right to amend these Terms and Conditions. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

### **2. Who can enter?**

- 2.1. Focused Expeditions Photography Competition (FEPC) is only open to persons residing within Australia or any person living outside of Australia with Australian citizenship or Australian permanent residency.
- 2.2. FEPC is open to professional photographers and enthusiasts.
- 2.3. There is no age limit on entering. For participants under 18 years of age a parent or guardian consent is required. The consenting guardian is then bound by these Terms and Conditions.
- 2.4. Employees, participating retailers of the Promoter, and their immediate families are not eligible to enter the competition.

### **3. How to enter**

- 3.1. Entries will be accepted from 1st December 2023 to 1<sup>st</sup> February 2024 . No entries will be accepted after 11:59pm (AEDT) 1st February 2024.
- 3.2. Entrants must follow the instructions provided online at [www.focusedexpeditions.com.au](http://www.focusedexpeditions.com.au) In the case of any inconsistency

between these Terms and Conditions and the Focused Expeditions Photography Competition these Terms and Conditions shall prevail.

3.3. Entrants must choose the appropriate category for their image. The same image can be uploaded multiple times and entered into different categories. The entrant may enter as many images as they like into the competition into one or multiple categories.

3.4. Each entry will attract a Nil fee.

3.5. Each entry must comply with these Terms and Conditions, including the Submission Guidelines specified below and category specific rules.

3.6. Entries must meet the Technical Specifications as follows:

3.6.1. Images must be saved as a high resolution JPEG.

3.6.2. Must be larger than 2mb but less than 10mb.

3.6.3. Both Adobe RGB (1998) and sRGB accepted.

3.7. An entry fee of AUD\$Nil (GST inclusive) must be paid for each entry submitted (each image uploaded) unless a discount package applies. All entry fees are to be processed via Stripe online payments. Any applicable currency conversions will be in accordance with Stripe's policies and the Promoter accepts no responsibility for any loss or damage that may be incurred as a result of currency conversion.

3.8 Promoter is not responsible for any misdirected, late or incomprehensible entries in the competition.

3.9. The category is –

3.9.1. “Coastal Towns & Rural Lifestyles of the Limestone Coast” – (Please see section 9 in the Terms and Conditions for more information on the People's Choice).

#### **4. Submission guidelines**

4.1. Entries that have been submitted into FEPC in previous years will not be considered for judging.

4.2. Entries that have been submitted into other award programs facilitated by Focused Expeditions will be considered for judging.

4.3. Each entry must be comprised of an original photograph produced entirely by the entrant or with permissions and credits when featuring archival/collaborative works.

4.4. All details provided by the entrant must be true and accurate.

4.5. The entrant is responsible for determining the appropriate permissions or model releases for their entries if required. FE does not request model release forms with entries. The entrant is solely liable for any disputes regarding permissions.

4.6. Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.

4.7. Entries that are found to breach these Terms and Conditions, will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winners may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality of the foregoing, the Promoter reserves the right to take legal action against anyone found to have breached these terms. The Promoter reserves the

right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

## **5. Deliberation**

5.1. The initial review of images, shortlisted to 50 images per category, will be completed by a panel of committee members from the FE administration. Shortlisted semi-finalists will not win a prize as a result of being determined shortlisted.

5.2. The second round of the deliberation process will be decided by the Promoter's committee through a scoring system.

5.3. The top 20 highest scoring images from each category will be deliberated and discussed further by the committee.

5.4. If any of the shortlisted images are found to be in breach of these Terms and Conditions, the Promoter reserves the right to disqualify.

5.5. There will be no correspondence between entrants and committee throughout this process.

## **6. Prizes**

6.1. All categories will have one winner.

6.2. Prize recipients must be agreed upon by the committee.

6.3. Winners will be announced at the 2024 Spirit of Robe Boat Show award ceremony on 18<sup>th</sup> February 2024. and through Focused Expeditions website, newsletter and social media.

6.4. All decisions from the committee are final.

6.5. Any prize recipients subsequently found by the Promoter to have breached these Terms and Conditions must return any awarded prize within 30 days of a request to do so. The Promoter will have the final decision on what to do with the prizes.

6.6. The Promoter will not be responsible for any costs associated with winning or delivery of the prizes unless specifically stated in these Terms and Conditions.

6.7. Prizes are not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Vouchers need to be fulfilled within the terms and conditions from the providers. Prizes will be sent to the winner's nominated address (Australia only).

## **7. Rights**

7.1. All copyright remains with the photographer / entrant.

7.2. The Promoter asserts no claims to the rights of any image entered into the competition.

7.3. If the Promoter uses any images through website or social media channels the photographer / entrant will be credited. Entrants consent to the use of their images in this way unless stated otherwise.

7.4. By entering the awards, entrants grant the Promoter use of credited images through the Promoter's website, newsletter and social media channels to promote Focused Expeditions and its initiatives at any time in the future.

7.4. At any time, if an entrant decides they do not want their image used, the promoter will oblige.

7.5. The Promoter will not be liable for any third party misuse of images.

7.6. Each entrant acknowledges that the Promoter is under no obligation to use their entry.

7.7. If there is any point where the competition needs to be postponed by six weeks or less entry fees will not be refunded. When the Promoter recommences the competition all previous entries will be automatically included.

7.8. If there is a point when the Promoter must cancel the competition all entry fees will be refunded.

## **8. Website use**

8.1. You must not use the Focused Expeditions website content to distribute, reproduce, publish, alter, modify, create derivative or exploit such contents for commercial benefit.

8.2. You may not transmit any unsolicited or unauthorised advertising, collect any available personal information from the Focused Expeditions Website on other individuals or upload personal information of other individuals, including their names, address, phone number or any other identifying information.

8.3. Focused Expeditions cannot guarantee the continuous integrity of its servers. As a result, you may at times experience disruption or other difficulties in using the Focused Expeditions Website. Focused Expeditions has no liability for loss or costs of any kind you suffer as a result of or in connection with any disruption or other difficulties in using the Focused Expeditions Website. Focused Expeditions is not responsible for any failure of equipment or technical error associated with the competition or for any incorrect information, commission, interruption or delay in operation.

8.4. Focused Expeditions is not responsible for any theft, unauthorised access or distribution of any entries.

## **9. Peoples Choice**

9.1. All shortlisted images from each of the main category will be eligible for voting in People's Choice.

9.2. Voting for the People's Choice will take place in-person during the 2024 Robe Village Fair and overseen by professional photographer Jacqui Bateman

9.3. The highest scoring image will be deemed the People's Choice Winner.

9.4. The winner will be notified via email within 7 days of the closing date of voting.

9.5. The winner's name will be published on Focused Expeditions' social media networks (Facebook and/or Instagram).

## **10. Automatic logging of information**

10.1. IP (Internet Protocol) addresses (an IP is the address of a computer) of visitors are automatically logged by our servers. The server makes a record of your visit and logs limited information for statistical purposes – your IP address, top-level domain name (.com, .gov, .edu, .com.au etc), the date and time of your visit to our site, pages accessed and documents downloaded, previous site visits to Focused Expeditions and the type of browser used. These logs are used to administer the website and to diagnose problems in order to be able to rectify them. This data is also used for audience research to help us to improve the site.

10.2. IP addresses do not ordinarily contain any personally identifiable information and are aggregated for analysis. Such aggregate data may be used by Focused Expeditions. Recording usage patterns helps us to identify popular areas of our site and helps us to improve the site. Reports generated on aggregate data are periodically reported on as part of Focused Expeditions' internal governance.

## **11. Use of cookies**

11.1. A cookie is a small file sent by the Focused Expeditions web server onto your web browser software when you access the Focused Expeditions website. Some parts of the Focused Expeditions website may use cookies to maintain contact through a session. The cookies allow us to recognise you as you move from one page of this website to another. The cookies that are used by the Focused Expeditions website do not collect any personal information and we do not combine information collected through cookies with other personal information to tell us who you are other than to authenticate the user for security purposes. If you prefer not to receive cookies, you can adjust your internet browser to refuse cookies or to warn you when cookies are being used. Refusal may make some parts of our websites inaccessible, unusable, or not function correctly.

## **12. Focused Expeditions also uses the following companies and technologies:**

12.1. Google Analytics to analyse usage statistics on our websites. This analysis is performed using data collected from the Focused Expeditions websites and is used to improve the web experience of our users. No personally identifiable information is collected by Google from this website by the use of cookies. You can find out more about the kinds of information that Google collects in their Privacy Policy.

12.2. Google Adwords to provide re-marketing, online advertisement delivery and tracking. Google use cookies to serve ads based on past visits to our website. You can find information about how you can opt out of Google's use of cookies by visiting Google's Ads Settings. Alternatively, you opt out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

12.3. Facebook to provide online advertisement delivery and tracking. Information on Facebook's advertising policy and instructions on how to opt-out are available on their website.

### **13. External links and social networking sites:**

13.1. This site contains links to other sites. Focused Expeditions is not responsible for the privacy practices or the content of such web sites. Focused Expeditions is also active in several social networking spaces such as Facebook, Twitter, Instagram, YouTube and Vimeo. Please be aware that Focused Expeditions is not responsible for the privacy practices of these external platforms and users should familiarise themselves with each platform's conditions prior to contributing in these spaces.

### **14. Privacy Collection Statement**

14.1. By submitting an entry into this competition or voting in the People's Choice entrants and voters consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants and voters will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.

14.2. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at [focusedexpeditions.com.au](http://focusedexpeditions.com.au) You may request access to or access to or update your personal information or lodge a complaint by writing to The Privacy Officer, at [info@focusedexpeditions.com.au](mailto:info@focusedexpeditions.com.au).

### **15. Liability and Governing Law**

15.1. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees'). For any Non-Excludable Guarantee in relation to any prizes awarded under these Terms and Conditions for which the Promoter is able to limit the remedy for a breach, the liability of the Promoter for breach of the Non-Excludable Guarantee is limited to one or more of the following at the Promoter's option:

1. the replacement of the prize or the supply of an equivalent prize;
2. the repair of the prize;
3. the supplying of the prize again;

4. the payment of the cost of replacing the prize or of acquiring an equivalent prize;
5. the payment of the cost of having the prize repaired; or
6. the payment of the costs of having the prize supplied again.

15.2. With respect to this competition, except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including for negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of, relating to, or in any way connected with: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or (d) any tax liability incurred by a winner or entrant.

15.3. To the maximum extent permitted by law, the Promoter expressly disclaims liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any entrant's participation in the competition or the acceptance of the prizes. The winners indemnify the Promoter against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the winners, or their use of the prizes, or their breach of these Terms and Conditions.

15.4. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

15.5. The competition is governed by the laws of South Australia, Australia. Each entrant irrevocably agrees that the courts of South Australia shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with the competition and, for these purposes, each entrant irrevocably submits to the exclusive and binding jurisdiction of the courts of South Australia