

TERMS & CONDITIONS

1. The Submission Guidelines form part of the Terms & Conditions.
2. By entering the Richell Prize you opt into the marketing database of Emerging Writers Festival Inc ('EWF') and agree to receive marketing information from it. You may opt out of its marketing database at any time.
3. You warrant that your entry:
 - a. is your own original work;
 - b. is not defamatory;
 - c. does not infringe any existing copyright or licence or any other third-party rights;
 - d. does not contain any material in breach of official secrets, confidentiality obligations or any other laws;
 - e. does not invade any individual's rights of privacy;and
 - f. all statements in the manuscript purporting to be facts are true.
4. You warrant that:
 - a. you have full power to enter the Richell Prize;
 - b. you are the sole author and owner of all the copyright in your entry;and
 - c. the material entered has not been previously licensed for exclusive use in any form in any territory.
5. The copyright in your entry shall remain your intellectual property, and your moral rights as a creator will be recognised and respected.
6. By entering, you grant Hachette Australia Pty Ltd ('Hachette Australia') the non-exclusive right to use, reproduce, publish and communicate the three chapters of the work submitted and to authorise its use, reproduction, publication and communication for the promotion of the Richell Prize for Emerging Writers.
7. If your entry is shortlisted, you grant Hachette Australia permission to use all or any part of your entry for the purpose of announcing or promoting you as either a shortlisted or winning entrant, or to promote the Prize itself.
8. If your entry wins:
 - a. you grant Hachette Australia permission to authorise the publishers of The Pedestrian Group ('The Pedestrian Group') to publish an extract of up to 1500 words from the first chapter of your entry ('the Extract') on a The Pedestrian Group platform;
 - b. you agree to work in good faith with Hachette Australia to ensure the Extract is suitable for publication by The Pedestrian Group.

9. If your entry is shortlisted or wins, you grant Hachette Australia the first and exclusive right to consider any completed manuscript based on your entry (before it is shared with any other publisher). Hachette Australia will have six weeks from receiving your final manuscript to consider whether it wishes to publish your work and let you know. Should Hachette wish to publish, you and Hachette Australia agree to negotiate the terms of a worldwide rights publishing agreement, in good faith, for a further period of six weeks. During this time, you understand that your work cannot be published or offered to another publisher without Hachette Australia's consent. After this time, you are free to offer your work to another publisher. However, before accepting any other offer to publish, you agree to provide a copy of the terms of such an offer to Hachette Australia. Hachette Australia will then have three weeks to either offer you the same terms or to make another offer. You will not be bound to accept any offer from Hachette Australia.

10. The winner will receive the following prize: A\$10,000.

11. If the judges believe that there are two works of equal merit they reserve the right to divide the prize money equally. In this instance, Hachette Australia will provide a mentorship program to both winners.

12. The judges may decide not to shortlist or award the Prize if they do not believe any of the entries are of a high enough standard.

13. The shortlist will be announced on the EWF website, and shortlisted entrants will be notified that they have been shortlisted by COB 11th October 2022. 14. The winner will be announced on the 3rd November 2022.

15. The winner will be required to take part in events and media activities to promote the Prize.

16. Shortlisted entrants also agree to take part in events and media activities to promote the Prize.

17. If an entrant's work is the winner of any other prize or is accepted for publication prior to the announcement of the Richell Prize, the entrant must notify the EWF in writing as soon as possible, and their work will be ineligible for the Prize and withdrawn from the judging process.

18. You understand that:

a. the judges' decision is final and in their absolute discretion;

and

b. these terms form the entire and binding agreement between you, the EWF and Hachette Australia.