

Terms and Conditions

Schedule to the Terms and Conditions

Competition	The Banjo Prize 2019
Promoter	HarperCollins Publishers Australia Pty Ltd (ABN 36 009 913 517) of Level 13, 201 Elizabeth Street, Sydney, New South Wales, Australia.
Website (Clause 1)	http://www.harpercollins.com.au/thebanjoprize/
Entry Restrictions (Clause 4)	Entry to the Competition is open to: All residents of Australia aged 18 years and over.
Competition Period (Clause 5)	Commences: 9:00am AEDT on Monday 25 March 2019
	Ends: 5:00pm AEDT on Friday 24 May 2019
Entry Details (Clause 6)	<p>To enter, entrants must:</p> <ol style="list-style-type: none"> a. Write an original work of adult fiction, not previously published in a commercial publication of between 75,000 and 100,000 words (in PDF format, set up as an A4 double-spaced document in 12 pt Roman font with 3 cm margins and page numbers on each page) in English. Please note: Fantasy, science fiction, young adult, poetry, plays, works for children and any kind of non-fiction are not eligible. Your work must only include original material created by you and it must not infringe the copyright of any other person or entity; b. Write an original synopsis providing a brief summary of the plot, major characters, themes and settings of your work, of approximately 500 words; c. Write an original biography of yourself of approximately 200 words; and d. Submit your: <ol style="list-style-type: none"> a. Adult fiction work; b. Synopsis; and c. Biography, online at www.harpercollins.com.au/thebanjoprize/ by completing all required fields and by registering your details including your full name, postal address, email address and telephone number.
Maximum Number of Entries (Clause 7)	One per person
Judging Details (Clause 8)	<p>The 1 entry that is judged by the Promoter's panel of judges to be the best, most original and creative will win the Main Prize.</p> <p>The next 2 entries that are judged by the Promoter's panel of judges to be the next best, most original and creative will each win the Runner Up Prize.</p> <p>Chance plays no part in determining the prize winners.</p>

	The Promoter and its panel of judges may, in their absolute discretion, decline to award any or all Prizes, including where the judges determine that the entry is not of publication standard.		
Main Prize (Clause 9)	<p>The 1 Main Prize Winner will win:</p> <table border="1"> <tr> <td>Prize</td> </tr> <tr> <td>A publishing contract to publish your work as a commercial publication on reasonable commercial terms including an advance against royalties of A\$15,000.00.</td> </tr> </table>	Prize	A publishing contract to publish your work as a commercial publication on reasonable commercial terms including an advance against royalties of A\$15,000.00.
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Runner Up Prize (Clause 9)	<p>The 2 Runner Up Prize winners will each win:</p> <table border="1"> <tr> <td>Prize</td> </tr> <tr> <td> <ul style="list-style-type: none"> A written readers assessment by a HarperCollins editor on your work. </td> </tr> </table>	Prize	<ul style="list-style-type: none"> A written readers assessment by a HarperCollins editor on your work.
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Winner Notification (Clause 13)	Unless advertised differently, the prize winners will be notified by phone, email and/or mail at the end of the competition period and by no later than 17 September 2019 and posted on the Promoter's website.		
Rights in Your Entry (Clauses Error! Reference source not found. - 17)	<p>By entering the Competition, and only if you are selected as a winner, you grant the Promoter the right to use, reproduce, publish and communicate extracts of the work submitted and to authorise use, reproduction, publication and communication of extracts in connection with the Banjo Prize, in all languages anywhere non-exclusively throughout the world.</p> <p>If your entry wins the Main Prize, you grant the Promoter the exclusive first option to consider the work for publication. You agree to negotiate in good faith with the Promoter to publish the work on reasonable commercial terms.</p> <p>For the avoidance of doubt, the copyright in your entry shall remain your intellectual property, and your moral rights as a creator will be recognized and respected.</p>		

Terms and Conditions

Introduction

1. By entering the Competition, you agree to be bound by these Terms and Conditions. Any instructions relating to the Competition on the Promoter's Website form part of these Terms and Conditions.
2. Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms and Conditions ("**Schedule**") and these Terms and Conditions, the Schedule will take precedence.
3. The Promoter may in its discretion refuse to award any Prize to any entrant who fails to comply with these Terms and Conditions.

Entry Restrictions

4. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual and not a company or organisation. Directors, employees and their immediate families of HarperCollins Publishers Australia Pty Ltd, HarperCollins Publishers (New Zealand) Ltd and Harlequin Enterprises (Australia) Pty Ltd are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Competition Period

5. The Competition will be conducted during the Competition Period. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

Entry Details

6. To enter the Competition, entrants must complete the Entry Details during the Competition Period.
7. Entrants can enter the Competition up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Judging Details

8. The one entrant whose entry is judged by the Promoter's panel of judges to be the most original and creative (and any judging criteria set out in Judging Details of the Schedule) will win the Major Prize. The two entries that are judged by the Promoter's panel of judges to be the next best, most original and creative (and any judging criteria set out in Judging Details of the Schedule) will win the Runner Up Prize. The Promoter and its panel of judges may, in their absolute discretion, decline to award any or all Prizes, including where the judges determine that the entry is not of publication standard. Chance plays no part in determining the Prize winners. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

Prize

9. The Prizes will be awarded as specified in the Schedule. The Prize values are in Australian dollars and are correct as at the time of the commencement of the Competition Period. The Promoter accepts no responsibility for any variation in the Prize value.

Prize Restrictions

10. The Promoter will not be responsible for any additional costs associated with use of the Prizes. The Prize winners are responsible for all costs associated with using the Prizes including (if applicable) travel and/or transfer costs, expenses with respect to food and beverages, travel and medical insurance costs and spending money.
11. No component of any Prize can be transferred or redeemed for cash.
12. All Prizes are subject to availability. In the event that any of the Prizes or part of a Prize becomes unavailable due to circumstances beyond the Promoter's reasonable control, 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.

Winner Notification

13. Unless advertised differently, the Prize winners will be notified in accordance with the Winner Notification details in the Schedule.

Rights in Your Entry

14. To be eligible for a Prize your entry must only include original material created by you.
15. By submitting your entry to the Promoter, and only if you are selected as a winner, you grant the Promoter and its licensees and assignees:
 - a. the Rights in Your Entry specified in the Schedule in perpetuity and throughout the world in any media; and
 - b. the right to publicise, broadcast and communicate to the public your name, character, likeness or voice for any promotion or matter incidental to the Competition with no compensation to you for such use.
16. If you are selected as a winner, you understand and agree that your entry may be edited or adapted at any time by the Promoter as per standard commercial publishing practices.
17. As a condition of accepting a Prize, a winner must sign any legal documentation reasonably required by the Promoter as part of standard commercial publishing practices.

HarperCollins Material

18. If the method of entry instructs you to include any material owned by the Promoter ("**HarperCollins Material**") such as a HarperCollins trade mark or logo, you agree that:
 - a. you must not use the HarperCollins Material for any purpose other than for the purpose of including it in your entry in the Competition;
 - b. any use of the HarperCollins Material by you will not give you or any other person (other than the Promoter) any right, title or interest in the HarperCollins Material;
 - c. you must not carry on a business under a name which includes the HarperCollins Material or any trade mark similar to the HarperCollins Material; and
 - d. you must not apply to register a trade mark similar to the HarperCollins Material.
19. No other party may use the HarperCollins Material without prior approval of the Promoter.

Privacy Consent

20. To provide you with this Competition, the Promoter needs to collect personal information about you. If you do not provide the information requested, the Promoter may not be able to provide you with the Competition entry.
21. You agree that, subject to the Privacy Act, the Promoter or its agents may do the following
 - a. transfer personal information confidentiality to organisations that provide services in relation to this Competition;
 - b. disclose personal information to State and Territory lottery departments;

- c. publish the winners' names as set out in these Terms and Conditions and as required under applicable law; and/or
 - d. use the prize winners' personal information in any media for publicity purposes associated with the Competition without any further payment or other compensation, unless the prize winner otherwise notifies the Promoter at the time of accepting the prize.
22. Entry details remain the property of the Promoter, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying winners). The entrant may request access to his or her personal information by calling the HarperCollins Privacy Officer on 02 9952 5000.

General

23. Any attempt to interfere with the normal functioning of the Website or to otherwise undermine the legitimate operation of this Competition is prohibited and will render all entries submitted by that entrant invalid.
24. You warrant that:
- a. your entry is: (a) not defamatory, (b) does not infringe any existing copyright or licence or any other third-party rights, (c) does not contain any material in breach of official secrets, confidentiality obligations or any other laws, (d) does not invade any individual's rights of privacy, (e) all statements in the entry purporting to be facts are true, and (f) does not breach any law;
 - b. you are the sole author and owner of all copyright in your entry and the material entered has not been previously licensed for use in any form in any territory;
 - c. all details provided with your entry are true and accurate;
 - d. you have all necessary rights to grant the Promoter the rights granted under these Terms and Conditions; and
 - e. your entry is free from viruses and similar destructive programs.
25. You agree to indemnify the Promoter against any loss or damage resulting from any breach of the warranties above and acknowledge that the Promoter may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
26. You acknowledge that the Promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoter (in accordance with these Terms and Conditions) is at the complete discretion of the Promoter.
27. You acknowledge this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding this Competition must be directed to HarperCollins rather than to Facebook.
28. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver a Prize to the Prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
29. The Promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
30. To the full extent permitted by the law, the Promoter will not be liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation non-receipt of any Prize or damage to any Prize in transit

and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party.