



Penguin  
Random House  
Australia

## PENGUIN LITERARY PRIZE

This literary competition, run by Penguin Random House Australia Pty Ltd (**Penguin Random House Australia**), commences on Thursday 9 November 2023 at 10am AEST and concludes on Monday 11 December 2023 at 11.59 pm AEST (**Competition Period**).

The prize for the competition is for A\$20,000.

### HOW TO ENTER

To enter this competition, you must agree to the below Conditions of Entry with Penguin Random House Australia and, during the Competition Period, complete the entry form on the competition website and upload all necessary documents:

<https://www.penguin.com.au/literaryprize>.

### CONDITIONS OF ENTRY

1. Entry into this competition is deemed acceptance of these Conditions of Entry.

#### *Who can enter?*

2. Entry is open to Australian residents.
3. Entrants aged under 18 years must obtain the consent and agreement of their parent or legal guardian to enter this competition and be bound by these Conditions of Entry.
4. Employees (and their immediate families) of Penguin Random House Australia, are not eligible to enter.

#### *What are the conditions of entry?*

5. Entries must be received by Penguin Random House Australia during the Competition Period.
6. Entrants may enter this competition only once. Any subsequent entry from an entrant will be deemed invalid.
7. Entrants may enter this competition only in their own name. Entries with incorrect, misleading or fraudulent information will be deemed invalid.
8. If requested by Penguin Random House Australia, the entrant must produce photo identification or other document until Penguin Random House Australia is satisfied of the entrant's identity, age, residential address and eligibility to enter this competition.
9. Only completed works of fiction (up to 100,000 words) will be accepted.
10. Each entrant warrants that:
  - a) the work is an original literary work;
  - b) the entrant is the sole author of the work and no part of the work is created, or derived from works, using artificial intelligence technologies;
  - c) the entrant has not granted, transferred or assigned any of the rights, or interests in the rights, in the work to any third party;
  - d) the work has not been published, or currently under discussion with any other publisher, anywhere in the world;

- e) all representations by the entrant as to the work being fiction are true and correct;
  - f) no part of the work infringes any intellectual property right (including, without limitation, copyright, moral rights or trade mark) of any third party; and
  - g) no part of the work breaches any privacy or confidentiality obligations.
11. Each entrant grants Penguin Random House Australia a non-exclusive, royalty-free, irrevocable, world-wide right to use the copyright subsisting in the work to conduct this competition.
12. Each entrant acknowledges and agrees that the entrant has read and understands Penguin Random House Australia's Privacy Policy - <https://www.penguin.com.au/privacy-statement>.

*How will the entries be shortlisted and the prize be awarded?*

13. Judging of entries will take place by a panel of judges appointed by Penguin Random House Australia in early 2024. Entries will be judged based on literary merit of a standard set by Penguin Random House Australia at its discretion.
14. Penguin Random House Australia may elect not to determine a winner or award the prize if the panel of judges considers that no entry has met the literary standard set by Penguin Random House Australia.
15. If a winner is determined by the panel of judges, the winner be notified by email in June 2024 and the name of the winner will be announced on Thursday 6 June 2024.

*What are the conditions of entry being shortlisted?*

16. Entries will only be shortlisted following verification of entrant eligibility as required by Penguin Random House Australia.
17. In the event that an entrant's entry is shortlisted, the entrant grants Penguin Random House Australia the first option of publishing the work and:
- a) if the option is exercised, the entrant agrees to exclusively negotiate in good faith a publishing agreement on fair and reasonable market terms for a period of 12 weeks from the end of the prize being announced;
  - b) if a publishing agreement is not entered into within the 12-week negotiation period, the entrant agrees to allow Penguin Random House Australia to offer a publishing agreement on the same or better terms as the terms that the entrant intends to accept from another publisher. For clarity, the entrant is not obliged to accept this offer.

*What are the conditions of being awarded a prize?*

18. The prize will only be awarded following verification of entrant eligibility as required by Penguin Random House Australia.
19. Penguin Random House Australia may forfeit the prize in respect of that winner and award the prize to another entrant whose entry is judged to be second best if:
- a) no such response is received from the winner within 7 days of notification;
  - b) the winner refuses or is unable to accept the prize; or
  - c) there are eligibility or other verification issues relating to the winner.
20. The entrant, in the event of being announced the winner:
- a) grants Penguin Random House Australia a non-exclusive, royalty-free, irrevocable, worldwide right to reproduce an extract of the work (up to 2,000 words), including reproducing the extract on the Penguin Random House Australia website, in connection with this competition;

- b) grants Penguin Random House Australia the first option of publishing the work and, if the option is exercised, agrees to exclusively negotiate in good faith a publishing agreement on fair and reasonable market terms for a period of 12 weeks from the end of the prize being awarded;
  - c) if a publishing agreement is not entered into within the 12-week negotiation period, agrees to allow Penguin Random House Australia to offer a publishing agreement on the same or better terms as the terms that the entrant intends to accept from another publisher; and
  - d) agrees to treat the cash prize component of the prize, under any publishing agreement relating to the work, as an advance against any royalties from the publication and sale by Penguin Random House Australia of the work.
21. The entrant agrees that, in the event of being announced a winner, the entrant will participate in all reasonable promotional activities relating to this competition as requested by Penguin Random House Australia. As part of these activities, the entrant consents to Penguin Random House Australia using the entrant's name, likeness, image and/or voice for promotional activities for an unlimited period of time without further notification or remuneration.
22. If this competition is not capable of running as planned for any reason beyond the reasonable control of Penguin Random House Australia, Penguin Random House Australia reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this competition and/or provide an alternative prize.
23. These Conditions of Entry are governed by the laws applicable in the State of Victoria. The entrant irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Victoria.