

The Dylan Thomas Prize Ltd – Entry Rules

1. The Prize

- 1.1 The prize will be awarded to the single author, who in the opinion of the judges, has written either the best eligible commercially published original volume of English language poetry, prose, fictional drama, collection of short fictional stories, fictional novel or novella, or screenplay (a Literary Work’).
- 1.2 The prize is £60,000 (sterling) and will be awarded subject to the winning author and his or her publisher’s compliance with the conditions of the prize as set out in these Entry Rules. The prize of £60,000.00 shall be paid in two equal instalments as follows :-
 - 1.2.1 £30,000.00 on the 3rd November 2008 on the announcement of the winning author at the Awards Ceremony; and
 - 1.2.2 the balance of £30,000.00 to be paid within 56 days of the completion of the promotional programme in accordance with Rule 5.2 of these Entry Rules.
- 1.3 The winner of the prize will be announced at the Awards Ceremony in Swansea on 3rd November 2008.
- 1.4 The authors short listed for the prize will be allocated 2 places free of charge at the Awards Ceremony. Any additional tickets required will be charged at the full ticket price subject to any discounts entirely at the discretion of the Event Organiser. The Event Organiser is not able to guarantee tickets for the Awards Ceremony but will notify short listed authors, publishers and agents no later than 1 week in advance of the tickets being released for public sale.

2. Entry

- 2.1 Entries are to be submitted by International and UK publishers on behalf of eligible authors, or by PACT/PGA registered producers on behalf of eligible screenwriters, using the prescribed Entry Form and are to be accompanied by an entry fee of £100.00 (‘the Entry Fee’).
- 2.2 Each Entry Form must be accompanied with 3 copies of the Literary Work. Copies of the Literary Work must be in their bound and published form or in the case of television or theatrical films UK/DVD format and bound transcript. Electronic copies of a Literary Work will not be accepted unless previously agreed in writing with the Event Organisers. If electronic copies of a Literary Work are accepted then the publisher must provide 3 hard copies at the request of the Event Organisers.
- 2.3 Entries may be submitted from 2nd April 2007 onwards and subject to rule 2.6 must be received by the Event Organisers at the address stated on the Entry Form by the close of business on 30th April 2008. Entries received after the close of business on 30th April 2008 will not be considered.
- 2.4 If an entry is received which does not comply with these rules or which is not

accompanied by the Entry Fee then it will not be entered for consideration by the judges

- 2.5 Entry Forms and copies of Literary Works/DVDs supplied in accordance with these Rules will remain the property of the Dylan Thomas Prize Limited and will not be returned to publishers.
- 2.6 The Judges may in their absolute discretion enter for consideration any Literary Work which has not been entered provided that it is otherwise compliant with these Rules and the publisher and author of the Literary Work subsequently complete an Entry Form accompanied by the Application Fee.
- 2.7 The Judges' decision upon the eligibility of an entry shall be final.
- 2.8 By completing an Entry Form the author and the publisher agree to be bound by these Rules
- 2.9 The Entry Fee is non-refundable

3. Eligibility

- 3.1 Entry is open to all authors of any nationality aged 18 or over on 3rd November 2008 and who are under 30 on 3rd April 2007 except employees of the Dylan Thomas Prize Ltd, the publishers submitting Literary Works or sponsors of the prize, or any of their wholly owned subsidiaries or a marketing services agency, handling house or other company or person involved directly with the administration of this competition, or any member of their households.
- 3.2 To be eligible a Literary Work must have been commercially published, for the first time in the English language in the United Kingdom between 27 April 2006 and 30 April 2008. For TV writing and theatrical films the script or screenplay must have been commissioned between 27 April 2006 and 30 April 2008.
- 3.3 To be eligible a Literary Work must have been written by a single author. Collaborative Literary Works are not eligible for entry.
- 3.4 For the avoidance of doubt a translation of a Literary Work originally written in a language or languages other than English is not eligible for entry.
- 3.5 If a Literary Work has been published in a Country other than the United Kingdom on or before the dates referred to above then it shall be eligible for entry.
- 3.6 Any number of Literary Works may be entered per author.
- 3.7 Any Literary Work submitted on behalf of a deceased author shall not be eligible for entry and shall not be considered by the Judges.
- 3.8 An author who has previously been awarded a prize in respect a Literary Work is eligible to enter however if the Literary Work submitted for consideration by the

Judges has previously been awarded another literary prize that particular Literary Work shall be ineligible for entry.

- 3.9 A Literary Work will only be eligible to qualify for the Prize if its publisher agrees to make the payments set out in clause 5.1.9 and 5.1.10 below.
- 3.10 The Event Organisers may call for such evidence as they reasonably require to be satisfied as to the eligibility of a Literary Work under these Rules

4. Judging

- 4.1 Judging will be carried out by a panel of Judges ('the Panel') selected at the absolute discretion of the Event Organiser provided that at least one member of the Panel shall be a citizen of the United States of America and at least one member of the Panel shall either have been born in Wales or currently resident in Wales (having been resident in Wales for no less than (3) consecutive years prior to being appointed as a Judge).
- 4.2 The Judges will be responsible for compiling a shortlist of 6 Literary Works ('Shortlisted Works') which will be submitted for the Prize. The short list shall be compiled from a long list of Literary Works selected from the entries by a literary panel appointed by the Event Organiser.
- 4.3 The Judges decision regarding the best Literary Work shall be final.
- 4.4 The appointed Chair of the Panel shall have the casting vote.

5. Conditions of the award

- 5.1 The award of the prize is conditional upon the publisher of the Literary Work warranting, representing and undertaking as follows:
 - 5.1.1 It has full power to enter a Literary Work on behalf of the author and to give the warranties and indemnities required by these Rules.
 - 5.1.2 that it will keep the Event Organisers, the Judges and the event sponsors fully indemnified and held harmless against all losses and all actions claims proceedings costs and damages (including damages or compensation paid by any of them on the advice of their legal advisers to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of any of the warranties contained in these rules or out of any claim by third party based on any facts which if substantiated would constitute such a breach.
 - 5.1.3 it is the sole owner of all vested and future rights of copyright and all rights in the nature of copyright and all other rights of whatever nature (other than Moral Rights) in the Literary Work whether now known or in the future created in the United Kingdom ('the Rights')

- 5.1.4 in the event that the Publisher becomes aware of any information which might affect its ability to give the warranties, representations and undertakings given above it shall promptly notify the Event Organisers.
- 5.1.5 the Literary Work contains nothing which is obscene blasphemous libellous or otherwise unlawful and the exercise of the rights granted to the Event Organisers by these rules and publication of the Literary Work does not infringe the copyright or any other rights of any third party
- 5.1.6 there are no allegations or proceedings, pending or threatened, which assert that the Rights infringe or will infringe third party rights
- 5.1.7 the publisher agrees to allow the production of a live broadcast, a promotional CD or DVD featuring a reading from the Literary Work and other Literary Works entered for the Prize and grants the Event Organiser the non-exclusive right and licence to prepare and make such a recording and to cause it to be distributed sold rented lent and to authorise third parties to further distribute sell rent and lend such recordings for the full duration of copyright in the Literary Work.
- 5.1.8 the Publisher agrees to grant the Event Organisers the non-exclusive right throughout the world for the full period of copyright to reproduce extracts from the Literary Work in all publicity material relating to the prize in all formats whatsoever provided that the extracts shall not exceed 300 hundred words and that all extracts shall first be approved by the publisher and subject to the Event Organisers giving an acknowledgement in all such publicity material as follows; “Reproduced from ‘(title of work)’ by (name of author) by kind permission of (name of publisher of Literary Work)
- 5.1.9 the publisher of long listed works agrees to supply the Event Organiser, free of charge, 40 copies of the Literary Work for promotional purposes in addition to the original 3 copies submitted on entry. The publisher of a short listed Literary Works agrees to supply the Event Organiser, free of charge, a further 40 copies (in addition to the 43 already provided) of the short listed Literary Work.
- 5.1.10 the publisher undertakes to contribute £2,500 towards the general publicity of the Prize if the Literary Work reaches the shortlist, and undertakes to spend an additional sum of not less than £1,000 on direct, paid for media advertising in the event that the Literary Work entered by the publisher wins the Prize, including a winning poster or showcard, the form of which is to be approved by the Event Organiser, within 3 months of the announcement of the winner at the Award Ceremony. The publisher agrees that all advertising and publicity, including references to the Prize on the cover of the Literary Work, shall be approved by the Event Organiser.
- 5.1.11 the publisher agrees clickage at 2% for all future imprints bearing the title: Dylan Thomas Prize winner, or any such wording from time to time agreed with the Event Organiser. The publisher shall, at the end of each month following the Awards Ceremony, provide the Event Organiser with details on

the number of sales of a Literary Work on which details of the Prize are printed.

- 5.2.1 A living author of a Shortlisted Work agrees in the period of 6 months prior to 3rd November 2008 to make free of charge not less than 3 personal appearances (each such personal appearance being equal to one working day in length) for the purposes of these rules 'personal appearances' shall mean attendance at such public or private venues as the Event Organisers shall reasonably designate to publicise endorse and support the Prize and make readings from the Literary Work at dates and venues to be agreed in advance with the Shortlisted author in accordance with the provisions of 5.2.2). The Event Organisers shall reimburse the author of the Shortlisted Work for all reasonable travelling expenses incurred in making any personal appearances in line with the Event Organiser's travel expenses policy at the date of travel. A copy of the Event Organiser's travel expenses policy is available on request;
 - 5.2.2 In order to agree a timetable for the personal appearances referred to in Rule 5.2.1 the author in question agrees to meet with the Event Organisers during the period of 6 months prior to the 3rd November 2008 to attempt to agree a timetable of personal appearances that is mutually beneficial to both parties.
- 5.3 The award of the prize is conditional upon the winning author (or where the context so requires any reference to an author shall be read as a reference to his or her estate) during the period of one year following the award of the prize:
- 5.3.1 granting the Event Organisers the right to use his or her name, image, likeness, autograph and or photograph to endorse and promote the Prize.
 - 5.3.2 warranting that the grant of the rights required under these rules does not infringe any similar rights granted to any third party by the author.
 - 5.3.3 in the case of a living author, making free of charge during the period of 2 years from 3rd November 2008 no less than 10 and no more than 20 personal appearances (for the purposes of these rules 'personal appearances' shall mean attendance at such public or private venues as the Event Organisers shall reasonably designate, either in the United Kingdom or the United States of America, to publicise endorse and support the Prize and make readings from the Literary Work at dates and venues to be agreed in advance with the author, including appearances at universities or sponsors premises). The Event Organisers shall reimburse the author for all reasonable travelling expenses incurred in making any personal appearances in line with the Event Organiser's travel expenses policy at the date of travel. A copy of the Event Organiser's travel expenses policy is available on request.
 - 5.3.4 not doing or permitting anything that may hinder or harm the Prize or Event Organisers reputation.
 - 5.3.5 in the case of a living author, agreeing to undertake personal appearances to the best of his or her ability to ensure fulfilment of his or her obligations under these Rules.

- 5.3.6 in the case of a living author, attending a photographic session in London/New York or Swansea not lasting more than two days at dates and venues arranged in advance in conjunction with the Event Organiser for the purpose of featuring the author at his Literary Work on leaflets posters and products promoting the Prize.
- 5.4 The Event Organisers will provide the author with samples of all proposed promotional material, advertising, publicity and other material in which it is intended to use your name and image under these rules. The Event Organisers agree that all such material shall be in good taste and subject to the author's approval which shall not be unreasonably withheld or delayed.
- 5.5 If the author fails to comply with his or her obligations under these Rules then the prize shall be repaid in full on demand to the Event Organiser.
- 6. General**
- 6.1 For the purposes of these Entry Rules the Event Organiser means the Dylan Thomas Prize Limited (Company Number 4998094) whose registered office is situate at The Dylan Thomas Centre, Somerset Place, Swansea SA1 1RR.
- 6.2 The Dylan Thomas Prize Limited is the proprietor of the Dylan Thomas Prize
- 6.3 All sums and payments due under these Entry Rules are exclusive of VAT.
- 7.1 The Entry Form to be submitted for competition consideration in the Prize is set out below:



The Dylan Thomas Prize Ltd

Entry Form

For completion by the Author

Name of Author

Title of Work

Publisher

Publisher contact

Agent

Authors Address

.....

Date of birth

Age on the 3rd April 2007

I have been provided with a copy of the Entry Rules for the Dylan Thomas Prize (as amended) and have read and agreed to abide by them and be bound by their provisions.

.....

Signature

.....

Date

.....

Signed by the above named Author

For Completion by the Publisher

Publisher.....

Publisher/Agent contact.....

Date of first publication in the United Kingdom

Date of first publication in any other Country

Number of copies of literary work sold on the date shown at the foot of the Form

The Publisher acknowledges that it has been provided with a copy of the Rules of Entry for The Dylan Thomas Literary Award (as amended) and has read and agreed to abide by and be bound by the Rules of Entry

Publishers contact details

Publisher contact
Position
Address
Telephone number
Fax number
e-mail address

.....
Signed on behalf of the Publisher

Entry Forms may be submitted from 3rd April 2007 onwards and must be received by the Event Organisers at the address stated below by the close of business on 30th April 2008. Entries received after the close of business on 30th April 2008 will not be considered. Entries received prior to 3rd April 2007 will be returned to the Publisher at the publisher’s expense.

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Event Organiser’s details – Please submit entries to: The Dylan Thomas Prize Limited, The Dylan Thomas Centre, Somerset Place, Swansea SA1 1RR

All other correspondence should be addressed to: The Dylan Thomas Prize Limited, Technium Digital Swansea University, Singleton Park, Swansea SA2 8AP

8. Variation of Rules

8.1 The Rules contained in this document set out the revised Rules of Entry in respect of the Dylan Thomas Prize and supersede all prior rules, agreements, understandings or arrangements in relation to prize entries.