FEARLESS PRIZE TERMS AND CONDITIONS

1. GENERAL

- (a) This competition (**Fearless Prize**) is organised by Virginia Lily Grant of 'Bakers Lane Books' and 'Fearless Press' (ABN 76 586 139 101) (we, us, our, Bakers Lane Books).
- (b) These terms and conditions (**Terms and Conditions**) apply to those who enter into the Fearless Prize (**You, Entrants**) We may vary these Terms and Conditions by posting them on the Bakers Lane website (located at http://www.bakerslane.com.au/fearless-prize-2026).

2. ENTRY

- (a) By entering the Fearless Prize, you accept these Terms and Conditions and understand that these Terms and Conditions form a binding agreement between you and Bakers Lane Books.
- (b) Entry into the Fearless Prize is open only to people who meet and comply with the Entry Requirements.
- (c) To enter the Fearless Prize, Entrants must follow the entry method (as outlined in clause Error! Reference source not found. below).
- (d) Entrants can only enter the Fearless Prize once during the Competition Period and Shortlist Period (if you are shortlisted).

3. ENTRY METHOD

- (a) To enter the Fearless Prize, Entrants must:
 - (i) Submit the opening section (typically chapters 1-3), to a maximum 20,000 words of a work of literary fiction;
 - (ii) Fill out and submit the details in the entry form, via the competition page on Paperform (located at https://fearlessprize.paperform.co/) during the Competition Period, (Initial Entry Submission) and
 - (iii) If shortlisted, Entrants submit the full manuscript of their work of original fiction via the requested method of submission by 31 December 2025 (**Final Submission**), (together, the **Entry Requirements**)
- (b) The Final Submission must wholly contain the Initial Entry Submission without any changes or edits.
- (c) It is the responsibility of each Entrant to notify Bakers Lane Books of any change to their contact details.
- (d) Entries are deemed to be received at the time and on the date that the entrant supplies the Entry Requirements via the Competition Website or any alternative method of submission as requested by Bakers Lane Books in writing.

4. <u>SUBMISSION DATES</u>

- (a) Submissions for the Initial Entry Submission open at 12:00 am AEST on 1 September 2025 and close at 11:59 pm AEST on 31 October 2025 (Competition Period).
- (b) Shortlisted Entrants will be notified by email and/or the phone number supplied in the form on the Competition Website no later than 15 December 2025. The period for submission of a full manuscript will begin on the date of notification and close at 11:59 pm AEST on 31 December 2025 (Shortlist Period).
- (c) Entries must be received by Bakers Lane Books during the Competition Period for the Initial Entry Submission and the Shortlist Period (if the Entrant is shortlisted) for the Final Submission.

5. <u>ELIGIBILITY</u>

- (a) Entry in the Fearless Prize is open to Australian residents aged 18 years and over who:
 - (i) Identify as women or gender diverse;
 - (ii) Have not had any works (including fiction and/or nonfiction works) published; and
 - (iii) Meet the Entry Requirements.
- (b) Directors, management, employees, officers and contractors (and their Immediate Families) of Bakers Lane Books are ineligible to enter. For the purpose of clause 5(b), Immediate families means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

6. PRIZE

- (a) This is a game of skill, and chance plays no part in determining the winner.
- (b) Bakers Lane Books will appoint judges to review the entries, select a shortlist and select a winner.
- (c) The winner will be offered a publishing contract with Bakers Lane Books, which includes a \$10,000 advance against royalties (**Prize**). For the avoidance of doubt, this offer constitutes the Prize.

7. WINNER

- (a) The judges' and Bakers Lane Books' decision in relation to all aspects of this Competition is final and no correspondence will be entered into.
- (b) Bakers Lane Books reserves the right to not shortlist any entry, select a winner, or award the Prize, if the judges do not believe that any of the entries are of a high enough standard.
- (c) The winner will be notified via the email and/or phone number supplied in the form on the Competition Website on 2 March 2026. If the winner does not respond to the, Bakers Lane Books will use reasonable steps to re-contact the winner via the email and phone number supplied (Notification of Winner).
- (d) If the winner fails to respond within 14 days of the Notification of Winner, Bakers Lane Books may, in its sole discretion deem the Prize forfeited and, at its election, select a different winner for the Prize or select no winner.
- (e) The Prize is not transferable.
- (f) If the winner and Bakers Lane Books, after good faith negotiations, are unable to agree to terms of the publishing contract offered for the Prize (**Publishing Contract**), then the winner will be deemed to have forfeited the Prize. In such circumstances, the winner will not be entitled to an alternative prize, or to any cash or benefit of any kind, and Bakers Lane Books may, in its sole discretion and at its election, select a different winner for the Prize or select no winner.
- (g) Bakers Lane Books may offer a publishing contract to Entrants other than the selected winner for the Prize.
- (h) If your entry is shortlisted but does not win, you grant Bakers Lane Books the first and exclusive right to offer a contract and an advance against royalties for your entry (before it is shared with any other publisher). Bakers Lane Books will have six weeks from announcing the winner on 2 March 2026 to offer you a contract. If you are offered a contract, you and Bakers Lane Books agree to negotiate the terms of the publishing contract, in good faith, for a further period of up to six weeks. During this time, your entry cannot be published or offered to another publisher, or entered into another competition or prize, without Baker Lane Books' written consent. If you and Bakers Lane Books, after good faith negotiations, are unable to agree to terms of the contract, you may offer your entry to another publisher.

8. <u>COPYRIGHT AND MORAL RIGHTS</u>

- (a) You will retain ownership of the intellectual property in your entry.
- (b) Your moral rights as the author of the entry will be respected and recognised.
- (a) By entering the Fearless Prize, you grant Bakers Lane Books the right to use, reproduce, publish and communicate excerpts from your entry for the purpose of promoting you as either a shortlisted Entrant or the winner of the Fearless Prize, or to promote the Fearless Prize itself.

9. PRIVACY

- (a) The information that Entrants provide will be used by Bakers Lane Books for the purpose of conducting the Fearless Prize.
- (b) By entering this competition and in accordance with the Privacy Policy (link here). Entrants consent to the storage of their personal information on the databases of Bakers Lane Books and Bakers Lane Books may use this information for future promotional and marketing purposes regarding their products and services. If you do not wish to consent the use of personal information as listed in this clause, you should not enter the Fearless Prize.
- (c) Bakers Lane Books may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants.

10. WARRANTIES

- (a) By entering the Fearless Prize, you warrant that your entry:
 - (i) Is your own, original work;
 - (ii) Is not defamatory;
 - (iii) Is not created or generated through the use of any generative artificial intelligence software or technology;
 - (iv) Does not infringe any existing copyright, or licence, or any third party rights;
 - (v) Does not breach any confidentiality obligations or invade any individual's rights of privacy; and
 - (vi) Does not contravene any laws.
- (b) By entering the Fearless Prize, you warrant that you:
 - (i) Have full power and capacity to enter the Fearless Prize;
 - (ii) Are the sole author and copyright owner of all the copyright in your entry;
 - (iii) Your entry has not been previously licensed for exclusive use to any third party, in any form, in any territory;
 - (iv) Your entry is not, at the date of entry, under consideration for any other prize or competition; and
 - (v) You will not submit your entry into any other prize or competition, or to any other publisher or third party:
 - (A) Before the Shortlist Period; and
 - (B) Before 13 April 2026 (being the conclusion of the exclusive option period referred to in clause 7(h)), if you are a Shortlisted Entrant.

11. **GENERAL**

- (a) Bakers Lane Books' may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in the Fearless Prize by, any person who acts in violation of these Terms and Conditions.
- (b) If, due to any reason whatsoever, Bakers Lane Books becomes aware after an Entrant has won a Prize that the entrant has not complied with these Terms and Conditions, Bakers Lane Books reserves the right to revoke the Prize, even if Bakers Lane Books has announced them as a winner and published their name on the Competition Website.
- (c) If for any reason any aspect of the Fearless Prize is not capable of running as planned, Bakers Lane Books may in its sole discretion cancel, modify or suspend the Fearless Prize.
- (d) Without limiting any other paragraph and subject to your rights under the Australian Consumer Law or otherwise at law, Bakers Lane Books may at its discretion vary any aspect of the Fearless Prize or of these terms, including cancelling the Fearless Prize.
- (e) Bakers Lane Books has no control over communications networks or services, the internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to technical malfunction or otherwise.
- (f) Bakers Lane Books accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- (g) Bakers Lane Books is not liable for any consequences of user error including (without limitation) costs incurred.
- (h) Bakers Lane Books accepts no responsibility for any tax implications that may arise from the Prize. Independent financial advice should be sought.
- (i) A reference in these Terms and Conditions or in any advertisement relating to the Fearless Prize to 'dollars' or '\$' is a reference to the lawful currency of Australia.
- (j) The words 'such as', 'including', 'particularly' and similar expressions in these Terms and Conditions are not used as, nor are they intended to be interpreted as, words of limitation.