

THE HARPERCOLLINS PUBLISHERS LTD / UBC PRIZE FOR BEST NEW FICTION CALL FOR SUBMISSIONS 2020

HarperCollins Publishers Ltd, in cooperation with the University of British Columbia Creative Writing Program and CookeMcDermid Literary Agency, is calling for submissions for the 2020 HarperCollins Publishers Ltd / UBC Prize for Best New Fiction (the “Call for Submissions”). The winning author will be offered literary representation by CookeMcDermid Literary Agency and an advance and book publication by HarperCollins Publishers Ltd.

Going forward, the HarperCollins Publishers Ltd / UBC Prize for Best New Fiction will be presented bi-annually. The next prize will be awarded in 2022.

RULES AND REGULATIONS

The sponsors of the HarperCollins Publishers Ltd / UBC Prize for Best New Fiction (the “Prize”) are HarperCollins Publishers Ltd (“HarperCollins Publishers Ltd”), CookeMcDermid Agency Inc. (“CookeMcDermid”) and the University of British Columbia (“UBC”) (collectively, the “Sponsors”).

The following rules and regulations govern the submissions for and awarding of the Prize (collectively the “Rules and Regulations”).

ELIGIBILITY

Submissions may be made only by currently enrolled students and previous graduates of the UBC Creative Writing Program.

HOW TO SUBMIT

A submission shall consist of a manuscript which is a complete draft of an original book-length work of fiction written by the entrant of no less than 60,000 words; the manuscript may be a novel or a collection of short stories for an adult or young adult readership; the manuscript must be submitted in the English language (collectively, the “Work”). Only one manuscript per entrant.

The Work is to be sent by email to bestnewfictionprize@cookemcdermid.com, as a Word document or a PDF file. The email must be titled “HarperCollins Publishers Ltd / UBC Prize for Best New Fiction.” No other method of submission will be accepted.

The first page of the Work shall contain the following information: the title of the Work, a summary of the work no longer than two paragraphs, the entrant's name, e-mail address and phone number (including applicable country and area code) and a short biography, and a computer word count of the Work. Please title your manuscript submission document in the following format: *last name, first name – title of the manuscript*. Each page of the Work shall be numbered. The header of each page shall include the title of the Work and the entrant's name.

Submissions will be accepted from 12:01am Pacific Daylight Time (PDT) on April 1, 2020 to 11:59pm PDT on April 30, 2020 ("Closing Date"). Incomplete, late or duplicated submissions will not be accepted.

JUDGMENT

Judgment will be a collaborative effort of principals and employees of CookeMcDermid and the Editorial department of HarperCollinsPublishersLtd (the "Judges"). When considering submissions, Judges will look at voice, writing skills, content, character, narrative, cohesion and marketability in order to establish the best new fiction from the submissions.

The shortlisted authors for the Prize will be notified on or before August 31, 2020. The winner will be notified on or before September 30, 2020.

All decisions of the Judges are final in matters relating to their judging and awarding the Prize. The Judges reserve the right to not award the Prize.

Once the best Work is decided upon by the Judges, the Sponsors will jointly notify the entrant to award the Prize conditional upon the completion of the Conditions for Acceptance of the Prize.

CONDITIONS FOR AWARDING OF THE PRIZE

The winning entrant will be offered literary representation by CookeMcDermid and an advance and a contract for publication of the Work by HarperCollinsPublishersLtd (in their sole discretion) on the following terms:

- A. CookeMcDermid will offer a contract to act as the exclusive independent literary representative for the winning entrant and the Work; and
- B. HarperCollinsPublishersLtd will offer an advance and a contract to publish the Work in Canada as part of its Canadian publishing program and/or acquire the rights to any other territory as negotiated/granted as part of the contract to publish.

A proposed winner of the Prize, as a precondition to being awarded the Prize, shall be required to enter into an Agency Agreement with CookeMcDermid, to enter into the standard form of Publication Agreement with HarperCollinsPublishersLtd and to sign a Declaration and Release ("Declaration and Release") (A) confirming compliance with the Rules and Regulations, and acceptance of the Prize as awarded; and (B) discharging and releasing each of the Sponsors and

their respective parent, affiliates and subsidiaries, and their respective assigns, representatives and agents, including advertising, promotion and fulfillment agencies, from and against any and all liability or damages, manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever including but not limited to claims based on negligence, breach of contract and fundamental breach and liability for injury or property damage which the winning entrant or their administrators, heirs, successors or assigns might have or could have, by reason of or rising out of participation in the Call for Submissions and/or in connection with the acceptance or use of the Prize.

When these offers are made, it shall be a condition of being awarded the Prize that the entrant enter into written contracts with CookeMcDermid and HarperCollins*PublishersLtd* on terms and in form satisfactory to CookeMcDermid and HarperCollins*PublishersLtd*, respectively. If the entrant is unable or unwilling to enter into these contracts within 30 days of the offers being made, the Prize will not be awarded to that entrant, and may be awarded to another entrant or not at all.

The Prize must be accepted as awarded and cannot be transferred, assigned, or substituted except at the sole discretion of the Sponsors. Refusal to accept the Prize or to enter into either contract offered to the selected entrant releases the Sponsors from any obligation toward the entrant selected.

NOTIFICATION

A selected entrant will be contacted at the phone number and email address set out in their submission. Should an entrant be chosen for the shortlist or as the winner of the Prize, the entrant agrees to keep such information confidential until a public announcement has been made.

Submissions shall not be returned to the entrant for any reason. The Sponsors are not obligated to conduct any communication or correspondence with entrants except with the entrants selected for a Prize. The Sponsors may, but are under no obligation to, contact entrants for the purpose of discussing the possible publication of submissions (or excerpts thereof) that were not selected for the Prize.

The Prize will be awarded once the selected entrant has confirmed to the Sponsors that he/she meets the eligibility requirements outlined in the Rules and Regulations, has executed and delivered the offered contracts with CookeMcDermid and HarperCollins*PublishersLtd* and has executed and delivered to the Sponsors the appropriate Declaration and Release.

GENERAL CONDITIONS

Each entrant represents and warrants to the Sponsors that: the Entrant is the sole author of the Work; the Entrant has the right to submit their Work under the Call for Submissions, and has not previously assigned, pledged or otherwise encumbered any of the rights in the Work; the Work is original, has never before been published in whole or in part in any form anywhere and does not infringe upon any copyright or upon any other proprietary or personal right; the entrant is not already contractually bound to a literary agent or representative; the Work contains no

matter that is libelous, in violation of any right of privacy or publicity, harmful to the user or any third party so as to subject the Sponsors to liability, or otherwise contrary to law [and that facts stated are based upon reasonable research to establish accuracy].

Entrants agree not to submit their Work to any contest, literary agency or publisher, or to negotiate or come to terms with any literary agency or publisher, between the Closing Date of April 30, 2020, and the notification of the shortlist for the Prize on or by August 31, 2020. Any entrant wishing to do so must first withdraw their Work from consideration for the Prize, such notice of withdrawal to be provided to the Sponsors no later than fifteen (15) days before the notification of the shortlist.

Manuscripts submitted to the HarperCollins*PublishersLtd*/UBC Prize for Best New Fiction in previous years are not permitted entry to this year's contest. However, revised manuscripts may be submitted for representation at CookeMcDermid through the standard process for the agency.

Entrants whose Work is selected for inclusion on the shortlist agree not to submit the Work to any literary agency or publisher, or to negotiate or come to terms with any literary agency or publisher, for a period of sixty (60) days from the date they are notified of their inclusion of the shortlist.

Each entrant consents to the use of their name, city of residence and image on videotape and/or photograph in any publicity carried out by the Sponsors with respect to the Call for Submissions and the Prize, without further notice or compensation.

Entrants acknowledge compliance with, agree to be bound by these Rules and Regulations, including eligibility requirements, and release and hold harmless the Sponsors, their respective advertising, promotional and fulfillment agencies and their respective parent, related and affiliated companies, subsidiaries, members, dealers, advertising, franchisees, promotional agencies and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, artists, advisors, assignees, heirs, executors, legal personal representatives, and all others associated with the development and execution of the Call for Submissions, from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal and other professional fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the entrants or their administrators, heirs, legal personal representatives, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Call for Submissions and/or in connection with the acceptance by the entrant of the Prize awarded.

By entering this Call for Submissions electronically and voluntarily providing personal information, all entrants consent and agree to the Sponsors' collection and use of the entrant's information for the administration of this Call for Submissions and agree to Sponsors' use of entrant information

for the purpose of contacting entrant in relation to this Call for Submissions. The Sponsors respect each entrant's right to privacy and will use personal information only to verify eligibility to participate in the Call for Submissions and to conduct the Call for Submissions.

By participating in this Call for Submissions, entrants acknowledge compliance with, and agree to be bound by, these Rules and Regulations, including eligibility requirements.

The Sponsors are not responsible for incorrect or inaccurate entry information which may affect a person's ability to participate in the Call for Submissions or be awarded the Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Rules and Regulations. The Sponsors will not be responsible for lost, delayed, mutilated or misdirected Works or Declaration and Release Forms.

The Sponsors reserve the right, in their sole discretion, to cancel or suspend this Call for Submissions at any time, or to amend or modify the Rules and Regulations before the Closing Date, without notice for any reason, should any cause beyond the reasonable control of the Sponsors corrupt the security or proper administration of the Call for Submissions. Any attempt to deliberately undermine the legitimate operation of this Call for Submissions is a violation of criminal and civil laws, and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are not in compliance with the Rules and Regulations.

By participating, entrants agree that all disputes for the Call for Submissions and the Prize will be resolved in the appropriate courts in the province of Ontario in Canada, exclusively, and subject to the laws of the Province of Ontario. The Call for Submissions and the Prize is subject to all applicable federal, provincial and municipal laws.