

## **THE NATURE CONSERVANCY LIMITED NATURE WRITING PRIZE**

### **A Biennial National \$5000 Prize for a 3000-5000 Word Essay in the Genre of 'Writing of Place'**

**The writer whose entry in the competition is judged by an independent Judging Panel to be of the highest literary merit and best explores his or her relationship and interaction with some aspect of the Australian landscape will be award with the Prize.**

*The winning entry of this prize will be published in  
Griffith Review mid-2019 in their Online Multimedia Essay Section.*

#### **CONDITIONS OF ENTRY**

1. This competition is conducted by The Nature Conservancy Limited (ACN 104 635 654) (TNC Australia) of Suite 2-01 The 60L Green Building 60 Leicester Street, Carlton 3053.
2. These conditions of entry govern the competition and are intended to be a legally binding agreement. Entry into this competition is deemed acceptance of these conditions of entry. For the purposes of Australian law, this writing competition is a 'game of skill' and chance plays no part in determining the winner.
3. Participation is open to any Australian citizen or permanent resident of Australia, over the age of 18, who is not a director or employee (or the immediate family member of a director or employee) of TNC Australia or any of its related bodies corporate and has paid the \$30 non-refundable entry fee (**Eligible Participants**). TNC Australia reserves the right to confirm and verify that entrants are over the age of 18 by requesting proof in writing. The competition is not open to entries of work authored by individuals who are deceased at the time of judging.
4. Eligible Participants are invited to submit an essay of between 3000 and 5000 words in the genre of 'writing of place' (**Essay**). Each Essay must have a topic setting of an Australian landscape. Entries will be individually judged on literary and creative merit. Entries will be judged in accordance with these conditions of entry.
5. The competition commences on 20 September 2018 and concludes at 11:59pm AEST on 1 February 2019. Late or incomplete entry or entries deemed incomprehensible by the Judging Panel (as defined below) will be deemed invalid.

6. To submit an Essay, Eligible Participants must complete the Entry Form on <https://tncnaturewritingprize.submittable.com/submit/125002/the-nature-conservancy-nature-writing-prize-2019> and upload a copy of their Essay. Entries will not be accepted by post, hand delivery or email. Entries will not be returned. Each Essay must conform to the Format Guidelines set forth in the Entry Form and be text only. The Eligible Participant's name must not be visible on the Essay or in the file name, as each Essay will be judged anonymously.
7. Eligible Participants may submit a single entry only.
8. Entries must be the original independent creation of the entrant and free of any claims, including copyright or trademark claims, by other parties. Each entrant agrees to indemnify and hold TNC Australia and Griffith University harmless from and against all demands, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any action by a third party against TNC Australia and Griffith University relating to its entry.

Entries must not:

- a. have been previously published in whole or part in any medium including internet blogs and websites etc., nor will be published in whole or part in any medium during the period of the competition (up to and including the date of publication of the winning Essay);
  - b. have been entered into the competition in a previous year;
  - c. have previously won, nor be currently entered to win, nor will be entered to win any other competition, prize or award (up to and including the date of publication of the winning Essay);
  - d. be restricted in any way; or
  - e. infringe the rights of any other person including privacy, intellectual property rights (including confidential information) or moral rights.
9. TNC Australia reserves the right to verify the validity of Entries and to disqualify any Essay which, in the opinion of TNC Australia or the independent Judging Panel, includes objectionable content, profanity, potentially insulting, inflammatory, libellous or defamatory statements and disqualify any entrant who submits an Essay that is not in accordance with these conditions of entry or who has, in the opinion of TNC Australia, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or TNC Australia, or who TNC Australia has reason to believe has engaged in any activity calculated to jeopardise the fair and proper conduct of the competition. Further, TNC Australia reserves the right, in its absolute discretion, to disqualify an entrant if TNC Australia becomes aware that the entrant and/or their Essay is of a type described in this condition. TNC Australia's legal rights to recover damages or other compensation from such a person are also reserved.

10. Entries received by TNC Australia will be judged by an independent Judging Panel consisting of:
  - a. Professor Thomas Griffiths AO
  - b. Dr Delia Falconer
  
11. Judging will take place from 8<sup>th</sup> February 2019. The Eligible Participant whose Essay is selected by the Judging Panel as the winning entry (**Winner**) will be announced on mid-May 2019 at an event and via TNC Australia's website <http://www.natureaustralia.org.au/>. Aside from the winning Essay, the Judging Panel will also select a highly commended Essay and three shortlisted Essays. The authors of the highly commended and shortlisted Essays will be announced together with Winner.
  
12. All decisions of TNC Australia and the Judging Panel are final. TNC Australia and the Judging Panel will not enter into any discussions or correspondence regarding any decision in relation to the final decision. No feedback will be provided on unsuccessful entries.
  
13. By submitting an Essay and taking part in the competition, each Eligible Participant agrees that the Essay they have submitted may be published by *Griffith Review*, if that Essay is selected as the winning entry by the Judging Panel with no extra payment. The Winner shall enter into a standard publication contract with Griffith University as the publisher of *Griffith Review* for such purpose (for the standard publication contract with *Griffith Review*, please [\*]). The Essay could be edited lightly to comply with *Griffith Review* house style. The Winner will be duly attributed as the author of the winning entry in any publication.

The Winner will work with *Griffith Review* in the attachment of multimedia aspects (images, illustrations, audio etc) to their Essay for online publication. This process will be guided by *Griffith Review* but the Winner will be expected to not only be involved but also to bring ideas and possible elements to the discussion. *Griffith Review* has final say in the final multimedia elements used. For examples visit:

<https://griffithreview.com/multimedia-2/>

14. By submitting an Essay and taking part in the competition, the Winner thereby grants to Griffith University as the publisher of *Griffith Review* an exclusive and royalty-free license to publish his/her Essay for three months after the publication date ("**Exclusive Period**"), and TNC Australia, Griffith University as the publisher of *Griffith Review* and each of their related bodies corporate a non-exclusive, perpetual, irrevocable, royalty-free licence to use, reproduce, distribute, publish, adapt and communicate the Essay anywhere in the world after the Exclusive Period. The Winner acknowledges and agrees that TNC Australia is free to use the Essay and to exercise its rights in relation thereto. The Winner will receive a monetary prize of \$5000 Australian dollars (**Prize**) directly from the Mclean Foundation, thanks to the generous support of the Mclean Foundation to this competition, which is in consideration for the grant of

rights herein. The Winner agrees to execute any documentation required to give effect to TNC Australia's rights under this clause in consideration of the award of the Prize, including any required moral rights waivers.

15. The Winner will be notified on a confidential basis by telephone prior to the public announcement of the award of the Prize. The Winner must keep confidential the fact that their Essay has been selected as the winning entry until the public announcement.
16. TNC Australia reserves the right to confirm and verify the identity of the Winner, by requesting the person to provide proof of age, proof of identity, proof of residency and proof that they submitted the Essay. Identification considered suitable for verification is at the absolute discretion of TNC Australia.
17. By submitting an entry and taking part in the competition, the Winner agrees to participate in and co-operate as required with all reasonable media campaign and editorial requests made by TNC Australia at no cost to the Winner, including but not limited to, being interviewed and photographed, filmed, and/or recorded. The Winner hereby grants to TNC Australia, its affiliates and their respective successors, assigns, agents, and licensees, the irrevocable and perpetual right to record and use, as TNC Australia may desire in its discretion, all recordings and reproductions or depictions of his/her name, likeness, voice, persona, words, actions, and/or biography, which TNC Australia may make, for any legitimate purposes, including for advertising, publicity, and editorial purposes, throughout the world. TNC Australia is not obliged to invite the Winner to participate in any such media campaign and the invitation is at the absolute discretion of TNC Australia.
18. If TNC Australia does not receive an Essay that meets the expected literary standard as determined by the Judging Panel, TNC Australia is not obliged to select a Winner or award the Prize.
19. TNC Australia accepts no responsibility for lost, late, incomplete, incorrectly submitted or misdirected Entries, including Entries not received by TNC Australia or delays in the delivery of an Essay due to technical disruptions, network congestion or for any other reason.
20. If an Eligible Participant's contact details change during the period of the competition, it is the Eligible Participant's responsibility to notify TNC Australia. A request to access, modify or delete any information provided in an Entry Form should be directed to TNC Australia. No changes may be made to an Essay after submission.
21. The highly commended and shortlisted Essays will not be published by *Griffith Review*.
22. By submitting an Essay and taking part in the competition, each entrant (other than the Winner) agrees to grant to TNC Australia and its related

bodies corporate a non-exclusive, royalty-free, irrevocable, and perpetual licence to use, reproduce, distribute, publish, adapt and communicate his/her Essay anywhere in the world and to retain a copy of the Essay for internal archival purposes. Copies of the Essays submitted will not be returned to entrants.

23. All entries, including the entrant's names, addresses, email addresses and telephone numbers, will be entered into a database to allow TNC Australia to carry out the writing competition. By entering this writing competition, entrants confirm that they allow their personal information to be used and disclosed for these purposes and other purposes described in these conditions. TNC Australia may, for example, disclose this information to its service providers to assist in carrying out this writing competition, or use, in connection with the competition, each entrant's name, city, state and country of residence in promotions and other publications. The Privacy Act gives certain rights of access to individuals whose information is held by TNC Australia. Contact the TNC Australia on 03 8346 8600 or email [ausdevelopment@tnc.org](mailto:ausdevelopment@tnc.org) or write to P.O Box 57, Carlton South, Victoria, 3053 to submit a request for access.
24. If the entrant opts, via the Entry Form, to receive communication from TNC Australia and its related bodies corporate, TNC Australia and its related bodies corporate may use the entrant's names, addresses, email addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid to the entrant. If an entrant no longer consents to their details being used for these purposes, the entrant should contact TNC Australia at the address set out in these conditions of entry. Any request to update, modify or delete the entrant's details should be directed to TNC Australia.
25. If the competition is not capable of running as planned for any reason outside the control of TNC Australia including (without limitation) vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; or due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause which corrupts or affects the administration, security, fairness or integrity or proper conduct of the competition, TNC Australia reserves the right in its sole discretion to take any action that may be available including to cancel, terminate, modify or suspend the competition, subject to any written directions given from the various State or Territory Government authorities (where required).
26. TNC Australia and its related bodies corporate will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained in connection with this competition except for any liability which cannot be excluded by law. Other than statutory and other warranties that cannot be excluded by law, TNC Australia and its related bodies corporate assume no responsibility for any incorrect or inaccurate information, either

caused by an entrant or as a result of any of the systems, equipment or programming associated with or utilised in this competition, or for any technical or human error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, computer line, mobile telephone or satellite network failure, software, server or provider failure, theft or destruction or unauthorised access to or alteration of entries, and reserves the right to take any action that may be available.

**GRIFFITH UNIVERSITY**

**THE NATURE CONSERVANCY**

By:

By:

Name: Dr Karen Hands

Name: Marla Edwards

Title: Associate Publisher

Title: Director of Development

Date: 17<sup>th</sup> September 2018

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