

## **THE NATURE CONSERVANCY NATURE WRITING PRIZE 2023**

**A Biennial National \$7,500 Prize for a 3,000-5,000 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 awarded with the Prize.**

By submitting an Essay and taking part in the competition, each Eligible Participant agrees that the Essay they have submitted may be published by a media outlet of The Nature Conservancy (TNC) Australia's selection, without additional payment. The Winner shall enter into a publication contract with the publisher for such purpose. It is an expectation that the publisher reserves the right to work with the Winner to edit the Essay as required to ensure consistency with their own editorial guidelines. The Winner will be duly attributed as the author of the winning entry in any publication.

Schwartz Media\* are the priority Media Partner of The Nature Conservancy Australia's 2023 Nature Writing Prize. By submitting an Essay and taking part in the competition, the Winner thereby grants to Schwartz Media as the publisher of *The Monthly* an exclusive and royalty-free license to publish his/her Essay for three months after the publication date ("**Exclusive Period**"). Further, TNC Australia and Schwartz Media as the publisher of *The Monthly* and each of their related bodies corporate are granted 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 \$7,500 Australian dollars (**Prize**) directly from the McLean Foundation, which is in consideration for the grant of rights herein. The writer of one highly commended Essay, will be awarded The Rosina Joy Buckman Award (**RJB Award**) and receive a monetary prize of \$1,000 Australian dollars directly from Life at Springfield, which is in consideration for the grant of rights herein.

*The winning entry of this Prize will receive a payment of **\$7,500 AUD** and be granted publication rights to a media outlet of TNC Australia's selection and*

*One highly commended writer will receive a payment of \$1,000 AUD as **The Rosina Joy Buckman Award** ('RJB Award') with no additional publication rights.*

A note on the prizes: Both the Prize (\$7,500) and the RJB Award (\$1,000) have been generously donated the specific purpose of advancing the art of nature writing to inform and inspire.

### CONDITIONS OF ENTRY

1. This competition is conducted by The Nature Conservancy Limited (ACN 104 635 654) (TNC Australia) of Suite 2-01, 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 Schwartz Media or any of their related bodies corporate and has paid the 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 3,000 and 5,000 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 Friday 28 April 2023 and concludes at 5pm AEST on Friday 28 July 2023. Late or incomplete entry, or entries deemed incomprehensible by the Judging Panel (as defined below) will be invalid.
6. To submit an Essay, Eligible Participants must complete the Entry Form on <https://natureaustralia.submittable.com/submit/260230/2023-nature-writing-prize> 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 Schwartz Media 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 Schwartz Media 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. Ashley Hay
  - b. Cameron Muir
11. Judging will take place from Thursday 10 August 2023. The Eligible Participant whose Essay is selected by the Judging Panel as the winning entry (**Winner**) will be announced at an event in Melbourne on Wednesday 22 November and subsequently on TNC Australia's website <http://www.natureaustralia.org.au/>. In addition to the winning Essay, the Judging Panel will also select a highly commended Essay to receive the RJB Award, and three shortlisted Essays. The authors of the highly commended and shortlisted Essays will be announced together with the Winner. The recipient of the RJB Award will receive a prize of \$1,000 (see above). The further three shortlisted essayists will not receive a prize. All

shortlisted essays and writers will be announced to the media and on TNC Australia's website on Tuesday 1 November 2023.

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 Schwartz Media, if that Essay is selected as the winning entry by the Judging Panel with no extra payment. The Winner shall enter into a publication contract with Schwartz Media as the publisher of *The Monthly* for such purpose. Schwartz Media reserves the right to work with the Winner to edit the Essay as required to ensure consistency with Schwartz Media's publishing standards and editorial guidelines. The Winner will be duly attributed as the author of the winning entry in any publication.

The Winner will work with Schwartz Media in the event any edits are required for publication.

14. By submitting an Essay and taking part in the competition, the Winner thereby grants to Schwartz Media as the publisher of *The Monthly* an exclusive and royalty-free license to publish his/her Essay for three months after the publication date ("**Exclusive Period**"). Further, TNC Australia and Schwartz Media as the publisher of *The Monthly* and each of their related bodies corporate are granted 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 \$7,500 Australian dollars (**Prize**) directly from the McLean Foundation, thanks to the generous support of the McLean Foundation, which is in consideration for the grant of rights herein. The recipient of the RJB Award, which is the author of one highly commended essay will receive a monetary prize of \$1,000 Australian dollars directly from Life at Springfield, which is in consideration for the grant of rights herein.
15. Both the Winner and highly commended essayists agree 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.
16. Both the Winner and highly commended essayist will be notified on a confidential basis by telephone prior to the public announcement of the award of the Prize. Both the Winner and highly commended essayist must keep confidential the fact that their Essay has been selected as 1) the winning entry or 2) the Highly commended entry until the public announcement.

17. TNC Australia reserves the right to confirm and verify the identity of the Winner and highly commended essayist, by requesting both persons 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.
18. By submitting an entry and taking part in the competition, the Winner and highly commended essayists agree to participate in and co-operate as required with all reasonable media campaign and editorial requests made by TNC Australia or Schwartz Media at no cost to the Winner and highly commended essayists, including but not limited to, being interviewed and photographed, filmed, and/or recorded. Both the Winner and highly commended essayist hereby grant to TNC Australia, its affiliates and related entities 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 and/or highly commended essayist to participate in any such media campaign and the invitation is at the absolute discretion of TNC Australia.
19. 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 highly commended essayist or award any Prize.
20. 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.
21. 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.
22. The highly commended and shortlisted Essays will not be offered for publication by Schwartz Media.
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 execute 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. 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.

\*Schwartz Media are the priority Media Partner of TNC Australia and will be offered first refusal to publish. Publication will be dependent upon editorial guideline and essay relevance.