

## The Sunday Times EFG Short Story Award 2016

### **ENTRY TERMS AND CONDITIONS**

#### **1. GENERAL**

- 1.1 “Award” means this competition to find the best short story along with five runners up and which shall be known as The Sunday Times EFG Short Story Award 2016.
- 1.2 “Entrant(s)” means all authors, publishers and/or agents submitting an entry either personally, in the case of an author, or on behalf of and with the full authority and consent of the named author, including without limitation consent to all the terms and conditions contained herein in accordance with clause 6.8 herein, if a story is submitted by a publisher and/or agent.
- 1.3 “Entry” means any short story meeting the submission criteria entered for the Award and Entries shall be construed accordingly.

#### **2. THE AWARD**

- 2.1 From the Entries submitted, the judges will draw up a longlist of up to twenty (20) short stories. The judges will then reduce this to a shortlist of six (6) outstanding Entries, from which they will select the winning Entry and five runners-up. The Sunday Times reserves the right to increase or reduce the number of Entries selected for the longlist and shortlist at their sole discretion. The Sunday Times in its sole discretion shall permit the judges to call in short stories they feel are worthy of entry but have not been submitted.
- 2.2 First prize is worth **£30,000** and this will be presented to the author of the best, eligible Entry in the opinion of the judges. The Entry will be the “Winner of The Sunday Times EFG Short Story Award 2016” and the winning Entrant will be permitted to use such or similar accreditation as approved by Times Newspapers Limited (“TNL”) and EFG and subject to clause 4.5.
- 2.3 There will be five runners-up prizes of **£1,000** each. The Entry will be “Shortlisted - The Sunday Times EFG Short Story Award 2016” and will be permitted to use such or similar accreditation as approved by TNL and EFG and subject to clause 4.5.
- 2.4 Prizes will be awarded as cheques to the winners and runners-up only.

#### **3. ELIGIBILITY**

- 3.1 The Award is open to authors writing in the English language, aged 18 years or over at the time of submission, who must have been previously published in the English language in the UK or Ireland.
- 3.2 The Entry must not contain more than six thousand (6,000) words. The word count should be listed on the Entry and must be precise.
- 3.3 Entries may be submitted by the author or by his/her publisher or agent with the author's consent.
- 3.4 No more than one story per author may be submitted. It is the responsibility of the author to make sure that that there is not more than one of his/her stories submitted in total.



- 3.5 The story entered must either:
- 3.5.1 be unpublished (worldwide); or
  - 3.5.2 be first published or scheduled for publication after 1 January 2015.
- 3.6 The author must have a record of prior publication in creative writing in the United Kingdom or Ireland. This means the author must previously have had works of prose fiction, drama or poetry published by an established publisher or an established printed magazine in the UK or Ireland, or broadcast by a national radio station in the UK or Ireland.
- 3.6.1 For avoidance of doubt 'established publisher' means a current or past publishing house that publishes/published a list of titles by different authors, that produces/produced titles with an ISBN and sells/sold them in pounds sterling or euros, and that distributes/distributed them through established retail outlets.
  - 3.6.2 For avoidance of doubt 'established printed magazine' means a periodical that is published regularly (monthly, bi-monthly, quarterly), that has been and is currently in circulation for at least the past 12 months, has an ISBN or ISSN number and is not self-published.
  - 3.6.3 None of the following will constitute a 'record of prior publication':
    - 3.6.3.1 self-published material of any kind
    - 3.6.3.2 work published using a print-on-demand service
    - 3.6.3.3 work published via commercial arrangement through which the publisher is paid by the author
    - 3.6.3.4 online publication
    - 3.6.3.5 a piece of creative writing pending publication
    - 3.6.3.6 work published in a newspaper
    - 3.6.3.7 work of broadcast television or film;
    - 3.6.3.8 feature writing
    - 3.6.3.9 musical lyrics
- 3.7 Entrants must warrant that the Entry is original; entirely the author's own work, does not infringe any existing copyright, moral or any other rights of any third party, contains nothing obscene, libellous, unlawful or defamatory and should be suitable for publication in The Sunday Times in any media it deems appropriate, including but not limited to, the Sunday Times Online, eBook or any other digital form of publication.
- 3.8 The Award is not open to employees of TNL publishers of The Sunday Times and Sunday Times Magazine (referred to herein as TNL or The Sunday Times), any of its associated, affiliated or subsidiary companies, EFG, Book Trust or anyone connected with the Award or their direct family members.
- 3.9 Entries are limited to stories written in English. Translations of short stories originally published in languages other than English are not eligible for the Award.
- 3.10 An Entry that was published or is submitted posthumously will not be eligible for the Award if the author died prior to 1 January 2015.
- 3.11 Authors currently serving a term of imprisonment are ineligible for the Award.



- 3.12 Entries must be submitted in the author's own name.
- 3.13 Following submission to the Award, Entries should not be published in any other UK or ROI national newspaper. Any Entry subsequently published in another UK or ROI national newspaper (unless scheduled for such publication prior to Entry) between the opening of submissions and the announcement of the Award will not be eligible for the Award.
- 3.14 Stories which were previously entered into the Sunday Times EFG Short Story Award 2010, 2011, 2012, 2013, 2014 and 2015 are not eligible. Stories entered into other Awards are eligible.
- 3.15 Stories should be for an adult audience; writing for children will be deemed ineligible.

#### **4. COPYRIGHT AND TERMS OF USE**

- 4.1 Entrants retain all rights to their entries, but by submitting a story for the Award Entrants acknowledge and agree that the winning, shortlisted, and/or any other longlisted Entrant:
  - 4.1.1 grants to TNL, its affiliates, licensees, successors and assigns a worldwide sub-licensable, perpetual, transferable, non-exclusive, royalty free licence to use in any way whatsoever including but not limited to, public performance, public display, publishing, reproduction, communication to the public, amendment, abridgement, or modification of the entry or any part of the entry, transmission and distribution of the entry or any part of the entry (either as an individual entry and/or with other entries and/or other third party content) on and through the website [www.thesundaytimes.co.uk](http://www.thesundaytimes.co.uk) or any website, app or other digital product associated with The Sunday Times (whether or not only available to subscribers) and/or on and through any online store and/or app/e-book store (including but not limited to Amazon and/or iTunes and/or Google Play) and/or any newspaper or other publication published by TNL in its different present and future forms for example newsprint, Braille, talking book, podcast, audio download, electronic databases, e-paper, mobile device application, electronic media or website including mobile form or any other facsimile or derivative versions in any medium;

and

- 4.1.2 will grant the Book Trust a non-exclusive, perpetual, royalty free licence to publish the first three paragraphs of the winning Entry and runners-up on Book Trust's website at [www.booktrust.org.uk](http://www.booktrust.org.uk)
- 4.2 In the event that an official Short Story Award Selection containing the winning Entry and selected longlist Entries is published by TNL, its affiliates, licensees, successors or assigns (the "Selection") all such Entrants will be deemed to have granted the rights for such publication and distribution in paper, e-paper, e-Book, downloadable format, talking book, podcast, mobile device application, electronic media or website including mobile form or in any other present or future form of publication (collectively, "the Media"), and they or their agents will clear the necessary rights for such publication and distribution. The rights for publication will be non-exclusive, with no bar on publication rights elsewhere other than in any other UK or ROI national newspaper for one year from the announcement of the winning Entry. In the event TNL decides



to add any Entries other than the winning Entry and longlisted Entries to the Selection, TNL, will contact such selected Entrants and agree the basis of their inclusion in the Selection.

- 4.3 TNL may also (but is not obliged to) enter into arrangements with third parties to publish and distribute the Selection in some or all of the Media. In that event, TNL will contact the Entrant in relation to such arrangements, and the Entrant may enter into any required agreements with TNL and the third party in relation to that publication and distribution.
- 4.4 By submitting an Entry, Entrants agree to make themselves available for public relations activities wherever possible, including participating in events in the run up to the Award in London and elsewhere. In the event of being shortlisted for the Award, Entrants agree to attend the Award Ceremony (if one is held), and in the event of winning the Award undertake a mutually acceptable limited programme of activities to promote the Award particularly immediately after the Award is made. For the avoidance of doubt, any publisher or agent who submits an Entry on behalf of its author shall be responsible for inviting and ensuring their author's attendance at the Award ceremony and any further activity agreed. Entrants are responsible for all reasonable costs associated with attending public relations activities, the events and ceremony.
- 4.5 By submitting an Entry, Entrants agree to give an interview that may be recorded and participate in a frequently asked questions session, and/or assist in the production of a follow up article in each case that may be published and made available to the public by TNL in The Sunday Times, Sunday Times Magazine, and/or any website associated with The Sunday Times, or any other medium at TNL's sole discretion. In the event that an interview or article is made about an Entrant, this does not mean that the Entrant is entitled to an award or prize.
- 4.6 By submitting an Entry, Entrants of all winning or runner-up Entries agree to ensure that in the event that any winning or runner up Entry is published, including in any anthology publications such as a Selection, it will carry approved credits if requested to do so and provided all materials bearing such approved credits, logos or trademarks are pre-approved by TNL. Such accreditation if required will be provided to the winner and runners-up at the end of the Award.

## **5. JUDGING**

- 5.1 The Sunday Times Short Story Award judges will select a longlist from which they will select a shortlist of six outstanding short stories submitted for the Award. The Sunday Times reserves the right to increase or reduce the numbers of entries selected for the long list and the short list at their sole discretion.
- 5.2 All shortlisted Entries will be contacted personally by email or by telephone. The overall winner will be announced at the Award Ceremony in April 2016.
- 5.3 The judges' decision is final and no correspondence will be entered into.
- 5.4 The judging will be fair and independent. The judging panel will be appointed by the Award Director in association with The Sunday Times and EFG and will include a representative from The Sunday Times as well as members of the literary community.

## 6. ADMINISTRATION AND COMMUNICATION

- 6.1 **If entering by post:** The Entry Form and eleven (11) copies of the Entry must be received at the address stated by 6PM (GMT) on Thursday 24 September 2015. **If entering by email:** The Entry Form and one (1) copy of the Entry must be received by the email address stated by 6pm (GMT) on Thursday 24 September 2015. The longlist of Entries will be released in February 2016, with the shortlist due to follow in March and the winner and runners up announced on 22 April 2016 at the Award Ceremony. All announcement dates are approximate and may be subject to change.
- 6.2 Entrants must provide their name, email address, telephone number and postal address. The Award will be managed by Book Trust. The Sunday Times and Book Trust will only ever use personal details for the purposes of administering this Award, and will not publish them or provide them without permission to anyone not involved in the administration of this Award. Uses of personal data received by The Sunday Times in the course of the Award are subject to the privacy policy found on the [www.thesundaytimes.co.uk](http://www.thesundaytimes.co.uk) website or at [www.nidp.co.uk](http://www.nidp.co.uk). The Entrants' names may be published.
- 6.3 The Award Director and Book Trust will not acknowledge receipt of Entries and does not accept any responsibility for late, lost or damaged Entries. Proof of sending is not proof of receipt.
- 6.4 Entrants must supply full details as required above, and comply with all rules and terms and conditions to be eligible for the Award. Ineligible, obscene or fraudulent Entries will be automatically disqualified.
- 6.5 Please note that no Entries can be returned.
- 6.6 The Sunday Times and Book Trust reserves the right to refuse any Entry to the Award for any reason at their absolute discretion.
- 6.7 Entrants will be deemed to have accepted these rules and to agree to be bound by them when Entering.
- 6.8 A publisher or agent who submits a story on behalf of an author warrants that by submitting that author's story for The Sunday Times EFG Short Story Award 2016 they have obtained the author's informed consent and approval of all terms and conditions contained herein and to have taken on the responsibility of guaranteeing and procuring the author's compliance with the terms and conditions set out herein. If such publisher or agent has failed to do so, Book Trust or The Sunday Times may at its sole discretion disqualify the Entry and/or reclaim any Award and/or associated prize money and revise the shortlist and (if applicable) winning Entries. Any author who submits an Entry warrants that he/she has obtained all necessary publisher and/or agent consents required to submit an Entry in accordance with these Terms and Conditions.
- 6.9 All Entrants will indemnify TNL, the Book Trust and EFG against loss, injury or damage (including any legal costs or expenses and any compensation costs and disbursements paid by TNL, the Book Trust and EFG on the advice of legal counsel to compromise or settle any claim) occasioned to the publisher TNL, the Book Trust and EFG in consequence of any breach of the warranties contained in these terms and conditions or arising out of any claim alleging that the submitted entry constitutes an infringement of copyright or contains libellous, obscene or defamatory matter.



- 6.10 There is no alternative to the prize stated and the prize is not transferable and no part or parts of the prize may be substituted for other benefits, items or additions.
- 6.11 The Sunday Times, Book Trust and EFG will not be liable for any failure of receipt of Entries. The Sunday Times, Book Trust and EFG have no responsibility for any Entries which are lost, delayed, illegible, damaged, incomplete or otherwise invalid. Other than death or personal injury arising from the acts or omissions of The Sunday Times, Book Trust and/or EFG, or their employees, The Sunday Times, Book Trust and EFG will not be liable for any loss or damage arising out of the winner's enjoyment of the prize.
- 6.12 The Sunday Times reserves the right at any time to cancel, modify or supersede the Award (including altering prizes) if, in their sole discretion, the Award is not capable for being conducted as specified. The Sunday Times reserves the right to substitute a prize of equal value in the event that circumstances beyond their control make this unavoidable.
- 6.13 The promoter of this Award is TNL, publisher of The Sunday Times (address below).
- 6.14 By entering, all eligible entrants agree to abide by each and all these terms and conditions. TNL reserves the right, with or without cause, to exclude entrants and withhold prizes for violating any of these terms and conditions. TNL reserves the right to amend these terms and conditions. Any amendments will be published on the Website.
- 6.15 For a list of winners, please send a stamped envelope to: TNL Competitions Department, The News Building, 1 London Bridge Street, London, SE1 9GF stating that you would like details of the winners of the Award.
- 6.16 These terms and conditions are exclusively governed by the laws of England and Wales and Entrants submit to the jurisdiction of the courts of England and Wales. Nothing contained in this clause shall limit the right of TNL, its affiliates or subsidiaries, successors or assigns, to bring a claim against any party in any other jurisdiction.