

Kobo Emerging Writer Prize
OFFICIAL RULES
For inquiries, please contact pr@kobo.com

NO PURCHASE NECESSARY TO PARTICIPATE OR RECEIVE PRIZES.

SPONSORED BY

Rakuten Kobo Inc., 135 Liberty St. Suite 101, Toronto, Ontario, CANADA M6K 1A7 (the "Sponsor" or "Rakuten Kobo"). No purchase necessary to participate in the Competition or receive prizes.

COMPETITION PERIOD

The Kobo Emerging Writer Prize (the "Competition") submission period begins on February 6, 2023 at 12:00:01 a.m. Eastern Standard Time ("EST") and ends on March 6, 2023 at 11:59:59 p.m. EST (the "Competition Period"). The Sponsor's servers are the official time keeping device for this Competition. The time that an Entry is received by the Sponsor will be the time at which it is received by the Sponsor's mail server or web server (as applicable) as determined in accordance with the applicable server's clock.

KEY DATES

Applications open: February 6, 2023

Application closes: March 6, 2023

Shortlist selection: March 7, 2022 to April 14, 2022

Shortlist announced: April 17, 2023

Final selection by author judges: April 17, 2023 to June 9, 2023

Winner Announcement: June 22, 2023

Winner book marketing: July 2023 – December 2023

ELIGIBILITY

To be eligible, the book must be the first book published by the Entrant, regardless of the genre. The book must be an English language full-length novel or a collection of short stories or essays, written by a Canadian citizen or legal resident of Canada who has reached the age of majority in their respective jurisdiction at the time of entry (each entrant, an "Entrant"). Authors who have previously published a short story, or a textbook are still eligible.

For Non-Fiction and Literary Fiction: The award is eligible only to Entrants who published a book during the 2022 calendar year.

For Speculative Fiction: The award is eligible only to Entrants who published a book during the 2020, 2021 or 2022 calendar years.

Note: Poetry collections are not eligible for the awards.

Further, the book:

- must be available for sale on the www.kobo.com store;
- must be written in the English language (Note: books translated into the English language are eligible, although the original work must have been first published in 2022; (or 2020, 2021, or 2022 for Speculative Fiction);
- may be self-published or published by a publishing firm.

Employees of Sponsor or any of its respective affiliates, subsidiaries, advertising agencies, representatives, agents, or any other company or individual involved with the design, production, execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which, subject to applicable law, are final and binding in all matters related to the Competition. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER

NO PURCHASE NECESSARY.

To enter:

Entrants must fill out the web form at the following web address:

Entries must include:

- Full author name;
- Email addresses and phone number;
- Mailing address;
- Name of the publisher (whether traditional or self-published); publisher contact information;
- 250 word maximum description on what makes the book a winning entry;
- A link to the submitted book from the www.kobo.com store

CRITERIA FOR JUDGING

Work will be judged on the criteria set out below (note: judges may consider any other factors they deem appropriate):

- Excellence of writing;
- Use of language;
- Interpretation and style of writing;
- Level of interest to the general public of the subject matter;
- Potential commercial success of the book;
- Completion rates, reviews and ratings on Kobo.com may be considered.

The decision of the judging committees whether a work is eligible shall be binding.

All Entries must be received before 11:59 pm, EST March 6, 2023. Limit is one entry per Entrant for the Competition. Entries that exceed this limit will invalidate all Entries previously made by that Entrant.

ENTRY VERIFICATION

If the identity of an Entrant is disputed, the Entrant will be deemed to be the name on the Entry. An Entrant may be required to provide proof of Canadian citizenship or legal residency of Canada.

Entries are subject to verification and may be disqualified if they are late, misdirected, incomplete, illegible, irregular, submitted through illicit means, not original to the Entrant(s), or if they contain any false statements or do not conform to or satisfy any condition of these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition.

OWNERSHIP OF ENTRY

All publishers or self-published creators will be required to sign a permission agreement authorizing Rakuten Kobo to reproduce an excerpt, chapter, or short story from the work of those nominated or named winner for use in any anthology or anthologies.

PRIZE DESCRIPTION

Each of the three (3) winners will be awarded a cash prize of \$10,000 CAD (each a "Prize"), as well as merchandising placement, CRM support, public relations/social media/communications support during 2023.

Kobo merchandising, marketing and communications support shall be implemented at the sole discretion of the Sponsor.

PRIZE DRAW

All shortlist judging will take place from March 7, 2023 to April 14, 2023. The shortlist will be announced April 17, 2023. Winners will be chosen before June 22, 2023. The winners will be publicly announced by news release and video announcement (posted on the Rakuten Kobo Facebook page - <https://www.facebook.com/Kobo/>) on June 22, 2023.

Winner must respond within five (5) business days of notification to the contact number provided in the notification. If the winner does not respond in accordance with the Official Rules or the winner does not comply with the Official Rules, the Winner will forfeit the Prize.

Each winner must complete and submit a Declaration and Release form ("Form") to receive the Prize.

Odds of winning depend on the number of eligible Entries.

ENTRY CONDITIONS AND RELEASE

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsor and its parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability.

PUBLICITY AND PERSONAL INFORMATION

Except where prohibited by law, by submitting personal information to the Sponsor, Entrants consent to the Sponsor's collection, use and disclosure of such personal information for the purposes: (1) of administering and publicizing the Competition; (2) of detecting and protecting the Sponsor, its affiliates, and other third parties against error and fraud and other illegal activity; (3) as otherwise disclosed to the Entrant and for which the Sponsor obtains Entrant's consent; and (4) as permitted or required by law, all without payment or consideration. Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at www.kobo.com/privacypolicy.

GENERAL CONDITIONS

The Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, including these Official Rules if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Competition, as determined by the Sponsor in its sole discretion. If for any reason the Sponsor is unable to fully

operate the Competition as set out in these Official Rules, the Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Competition, if possible. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

DISPUTES

The Competition is governed by the laws of Ontario and the laws of Canada applicable therein, and is subject to all applicable federal, provincial, state and municipal laws and regulations and is void where prohibited by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Competition. By entering the Competition, the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provision of these Official Rules or the running of this Competition.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

COMPETITION RESULTS

For a copy of these Official Rules, or for a list of winners (which will have only the winners' name and title of the winning work) send a hand-printed, self-addressed, stamped envelope to Kobo Emerging Writer Award of Excellence c/o Rakuten Kobo Marketing, Sponsor and administrator: Rakuten Kobo Inc., 135 Liberty St. Suite 101, Toronto, Ontario, CANADA M6K 1A7. Requests must be received by the latest December 31, 2023.