

**EXHIBIT A**  
**Official Rules**

## **AMAZON.CA FIRST NOVEL AWARD COMPETITION RULES**

### **A. OVERVIEW**

1. The Amazon.ca First Novel Award (“**Award**”) is a competition (the “**Competition**”) that recognizes the outstanding achievements of a first-time Canadian novelists. Amazon.com.ca, Inc. (“**Amazon**” or “**Amazon.ca**”) is the sponsor of this Competition.
2. **Adult Category.** Professional book publishers may submit novels for the Competition. A panel of three (3) judges will select a shortlist of three (3) to six (6) novels as finalists for the Award (each a “**Finalist**”) from the novels submitted. The judges will review the selected novels of the Finalists on the basis of the literary qualities of the selected novel and select the Finalist having received the highest review as the Award Winner. **Youth Category.** Publishers, young authors aged 13-17 and their parent or legal guardian may submit a short story for the Competition. A panel of three (3) judges will select one winner from the short stories submitted on the basis of the literary qualities of those submissions. For both categories, submitted works must meet the eligibility requirements and otherwise comply with the Competition Rules below.

### **B. ELIGIBILITY**

#### Adult Author Category:

1. The Competition is designed to showcase first-time Canadian novelists. To be eligible for the Competition, a novel must be:
  - (a) a fictional work;
  - (b) written by a single author;
  - (c) available in English, whether written originally in English or originally written in French, but translated into English;
  - (d) professionally published between April 1, 2017 and March 31, 2018;
  - (e) available in print;
  - (f) published in Canada or abroad; and
  - (g) have an ISBN that enables it to be distributed and available for sale in Canadian bookstores.
2. In addition to the eligibility criteria outlined above, the author of a submitted novel must (a) be a Canadian citizen (regardless of residency) or a permanent resident of Canada; (b) have reached the older of 18 years old or the age of majority in his/her Canadian province or territory of residence; and (c) have never had a novel of which he/she is the author published (whether professionally or self-published) prior to the publication of the submitted novel, anywhere in the world.
3. A novel will not be eligible for the Competition if it is a nonfiction work. Nonfiction works include, without limitation, textbooks, instruction guides, academic or scholarly publications, how-to or self-help books, guide books, cookbooks, transcripts of interviews, collected letters, directories, bibliographies and autobiographies.
4. Only entrants who are the professional book publisher of the submitted novel may submit a novel for the Competition (each, an “entrant”). In order to qualify as a professional book publisher, an entrant must:
  - (a) meet professional standards of publishing;
  - (b) financially compensate the author of the novel submitted;
  - (c) meet professional standards in respect of the marketing and distribution of its titles; and
  - (d) agree to work with and encourage the author(s) of the novel(s) it submits to the Competition, including without limitation any such author who becomes either a Finalist or the Winner, to participate in all reasonable publicity associated with the Competition and Award.

#### Youth Author Category

Entrants in the Youth Author Category must comply with all eligibility requirements below:

1. Youth Authors must be older than 13 years old and younger than 18 at the time of entry into the Competition;

2. Youth Authors must be Canadian citizens (regardless of residency) or permanent residents of Canada;
3. The submission must be a single, original piece of fictional work under 3,000 words (a “short story”);
4. The submission must be written by a single author;
5. The submission must be available in English, whether written originally in English or originally written in French, but translated into English;
6. The submission may be published or unpublished. If published, it must have first been published between January 1 and December 31, 2017;
7. Only one entry per Youth Author is allowed;
8. Written consent from the Youth Author’s parent or legal guardian must be submitted along with Youth Author’s entry.

#### All Submissions

1. Employees of Amazon, of The Walrus Foundation, a registered charity (No. 861851624---RR0001) that publishes The Walrus magazine (the “Competition Administrator”), or of any person or entity connected with the production, administration or judging of the Competition, and their affiliates, advisors or advertising/promotion agencies and the household members of any of the above are not eligible to enter the Competition. The Competition Administrator may, in its sole discretion, find any submission to be ineligible if the author or publisher is sufficiently connected with the administration or judging of the Competition, such that the participation of this person in the Competition could create the appearance of unfairness or impropriety.
2. Amazon and the Competition Administrator shall have the right at any time to require proof of identity and/or eligibility to participate in the Competition. Failure to provide such proof may result in disqualification. All personal and other information provided by entrants for the purpose of the Competition must be truthful, complete, accurate and in no way misleading.

### **C. HOW TO ENTER**

#### Adult Category

1. To enter the Competition, the entrant must submit a fully completed submission form for each novel it wishes to enter for consideration. There is no limit on the number of novels that may be submitted by an entrant. Only one submission form may be submitted per novel and, in the event that multiple submissions are received for a novel, only the first submission received will be considered. Submission forms can be found at <https://thewalrus.ca/amazonfirstnovelaward/>. For each submission, the entrant must send a print copy of the completed submission form and four (4) copies of the novel to which the submission form relates:

First Novel Award Submission  
C/O The Walrus Foundation  
The Walrus Foundation  
Suite B15, 411 Richmond St. E.  
Toronto, Ontario, Canada M5A 3S5

Submissions for novels in the Adult Author Category published between April 1, 2017 and March 31, 2018 must be received no later than 11:59 pm (PST) on February 23, 2018.

Submissions for novels in the Adult Author Category slated to be published between February 1, 2018 and March 31, 2018 must submit advance copies of the novels no later than 11:59 pm (PST) on February 23, 2018.

It is recommended that novels be submitted for consideration as early as possible to allow adequate time for judging. Late or incomplete submissions will not be considered. Copies of the novel submitted will not be returned.

2. Amazon or the Competition Administrator may, at any time, request a publisher of a novel that has not been submitted to the Competition to submit the novel to the Competition (each requested novel, an "At Large Novel"). To be eligible for the Competition, the publisher of the At Large Novel who must complete a submission form and send four (4) copies of the At Large Novel as set out in these Competition Rules. The novel and the author must also meet the Eligibility Requirements set out in these Competition Rules and the publisher or author must otherwise comply with these Competition Rules.

#### Youth Category

To enter the Competition, the Youth Author, their parent or legal guardian or publisher, must submit a fully completed submission form for the short story they wish to enter for consideration. Only one short story may be submitted per Youth Author. Only one submission form may be submitted per short story and, in the event that multiple submissions are received for a short story, only the first submission received will be considered. Submission forms can be found at <https://thewalrus.ca/amazonfirstnovelaward/>. For each submission, the Youth Author entrant must send electronic versions of: a completed submission form (including a signed parental consent); and, a copy of the short story via email to [firstnovelaward@gmail.com](mailto:firstnovelaward@gmail.com) with "Attn: Youth Author Category Submission" in the subject line.

1. Submissions for the Youth Author Category must be submitted no later than 11:59 pm (PST) on March 30, 2018.
2. It is recommended that short stories be submitted for consideration as early as possible to allow adequate time for judging. Late or incomplete submissions will not be considered. Copies of the short story submitted will not be returned.

#### **D. JUDGING**

##### Adult Author Category:

1. All eligible novels submitted (each a "Submitted Novel") will be judged by a panel of three (3) judges, selected by the Competition Administrator. The judges will select a shortlist of no less than three (3) and no more than six (6) Submitted Novels as finalists in the Competition (the author of each Submitted Novel which is selected is hereinafter referred to as a "Finalist"). The final number of Finalists selected will be at the judges' sole discretion. Odds of being selected as a Finalist will depend on the number and caliber of Submitted Novels.
2. Each Finalist will be notified through its publisher on or before April 14, 2018. Amazon will publicly announce the Finalists no later than April 20, 2018. Entrants who are not selected as a Finalist will not receive notification.
3. A panel of three (3) judges, selected by the Competition Administrator will review the selected Submitted Novels of the Finalists on the basis of the literary qualities of the novel and select the Finalist having received the highest review as the Award winner (the "Adult Author Winner"). The Adult Author Winner will be announced verbally, at an Award ceremony that will take place in Toronto, Ontario, Canada on or about May 22, 2018 (the "Award Ceremony"). The exact date and time of the Award Ceremony will be announced by Amazon.ca and The Walrus Foundation on or about April 1, 2018.

##### Youth Author Category:

1. All eligible short stories submitted by Youth Authors (each, a "Youth Submission") will be judged by a panel of three (3) judges, selected by the Competition Administrator. The judges will select one (1) Winner (the "Youth Author Winner") from the Youth Author Category submissions on the basis of their literary qualities.
2. The Youth Author Winner will be notified on or before April 14, 2018. Amazon will publicly announce the Youth Author Winner no later than May 1, 2018. Entrants who are not selected as a Finalist will not receive notification.
3. The Youth Author Winner will also be announced verbally, at the Award Ceremony.

#### **E. PRIZES**

#### Adult Author Category:

1. Each Finalist will receive an amount of \$4,000 CAD payable by cheque, and a \$450 CAD Amazon.ca Gift Certificate ("GC") and will be invited to attend the Award Ceremony (the "Travel Prize"). Each Finalist will receive the cheque and GC after the Award Ceremony, and if not attending the Award Ceremony, may claim the cheque and GC no later than one year after the Award Ceremony by contacting The Walrus Foundation at the address above. The Travel Prize for Finalists includes: round trip economy airfare (within Canada) for the author of the Submitted Novel selected to Toronto from a major airport closest to the author's place of residence; one (1) night accommodation (based on 1 standard room, double occupancy) at a hotel to be selected by Amazon at its sole discretion; and two (2) tickets to attend the Award Ceremony. The Finalists are responsible for all costs not expressly described in these Competition Rules, including, without limitation: applicable taxes, fuel/currency surcharges, ground transportation, meals and beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation and all personal expenses of any kind or nature. Departure dates and accommodation may be changed without notice or compensation. Finalists are responsible for obtaining all the necessary travel documentation. Amazon recommends that Finalists and any persons travelling with Finalists obtain sufficient personal insurance prior to departure. Travel will take place in May 2018 based on the dates selected for the Award Ceremony. The approximate retail value of the Travel Prize is \$1,900 CAD (exclusive of the value of the cheque and GC), based on traveling from Vancouver. If the author of a Submitted Novel selected as Finalist resides within a 200 km radius of Toronto, the Travel Prize will not include airfare or a cash equivalent. Each Finalist will be required to sign release forms prior to receipt of the travel documents.
2. The author of a Submitted Novel selected among the Finalists as the Adult Author Winner of the Competition will also receive an amount of \$40,000 CAD payable by cheque, and a \$750 CAD Amazon.ca Gift Certificate (the "Grand Prize").
3. GCs and Travel Prizes may not be exchanged, in whole or in part, for cash. Travel Prizes may not be used toward any type of frequent flyer mileage or other reward point accumulation program. Any GC or Travel Prize may be substituted by the Competition with a prize of equal or greater value. No purchase or payment is necessary in order to participate in the Competition. Finalists must have or will need to create an Amazon.ca account in order to redeem the GC. The GC must be redeemed through the Amazon.ca Web site, [www.amazon.ca](http://www.amazon.ca), toward the purchase of eligible products. Redemption of the GC will be subject to our standard terms, conditions and restrictions applicable to Amazon.ca Gift Certificates in effect on the day of issuance of the GC. The GC cannot be redeemed for the purchase of gift certificates. Except as required by law, the GC cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Amazon is not responsible if any GC is lost, stolen, destroyed or used without permission. If the GC is lost or stolen, it will not be replaced. See [www.amazon.ca/gp/gc](http://www.amazon.ca/gp/gc) for complete terms and conditions. Amazon.ca Gift Certificates are issued by Amazon.com.ca, Inc., a Delaware corporation.
4. Each Finalist will be required to execute a legal agreement and release that confirms (i) the Finalist's eligibility for the Competition and compliance with these Competition Rules; (ii) the Finalist's acceptance of the GC and Travel Prize as awarded and, in the case of the Winner, acceptance of the Grand Prize as awarded; and (ii) the Finalist's release and agreement to indemnify, defend and hold harmless each of Amazon and the Competition Administrator, their subsidiaries and affiliates, and their respective officers, directors, employees, agents and representatives (the "Competition Entities") from and against any and all first party and third party losses, damages, claims, demands, actions, proceedings, liabilities, expenses, and costs (including without limitation reasonable legal fees and expenses) of any nature and kind whatsoever which they or any other person may suffer or incur arising out of, related to, or connected with the Competition, the GC, the Travel Prize and, in the case of the Winner, the Grand Prize; and (iv) the Finalist's and its publisher's authorization to use the Submitted Novel's name, description and artwork, and except where prohibited by law, the Finalist's irrevocable consent to the announcement of the Finalist's names and the use of the Finalist's name, photograph, likeness, image, biographical information, voice and statements by Amazon for advertising and promotional purposes world-wide using any form, media or technology now known or later developed without any further compensation to the Finalist or any other person.

#### Youth Author Category:

1. Youth Author Winner will receive an amount of \$5,000 CAD payable by cheque and the Travel Prize, both of which will be given to the Youth Author Winner's parent or legal guardian. Youth Author Winner will receive the cheque after the Award Ceremony, and if not attending the Award Ceremony, may claim the cheque no later than one year after the Award Ceremony by contacting The Walrus Foundation at the address above. The Travel Prize for the Youth Author Winner includes: round trip economy airfare (within Canada) for the author of the winning Youth Submission selected and one (1) parent or legal guardian to Toronto from a major airport closest to the author's place of residence; one (1) night accommodation (based on 1 standard room, double occupancy) at a hotel to be selected by Amazon at its sole discretion; and two (2) tickets to attend the Award

Ceremony. The Youth Award Winner and their parent or legal guardian are responsible for all costs not expressly described in these Competition Rules, including, without limitation: applicable taxes, fuel/currency surcharges, ground transportation, meals and beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation and all personal expenses of any kind or nature. Departure dates and accommodation may be changed without notice or compensation. The Youth Award Winner and their parent or legal guardian are responsible for obtaining all the necessary travel documentation. Amazon recommends that Youth Award Winner and their parent or legal guardian and any persons travelling with them obtain sufficient personal insurance prior to departure. Travel will take place in May 2018 based on the dates selected for the Award Ceremony. The approximate retail value of the Travel Prize is \$3,000 CAD (exclusive of the value of the cheque), based on traveling from Vancouver. If the Youth Award Winner resides within a 200 km radius of Toronto, the Travel Prize will not include airfare or a cash equivalent. The Youth Award Winner and their parent or legal guardian will be required to sign release forms prior to receipt of the travel documents.

2. During activities related to the Travel Prize, Youth Author Winner must travel with and be accompanied at all times a parent or legal guardian. Travel Prizes may not be exchanged, in whole or in part, for cash. Travel Prizes may not be used toward any type of frequent flyer mileage or other reward point accumulation program. Any Travel Prize may be substituted by the Competition with a prize of equal or greater value. No purchase or payment is necessary in order to participate in the Competition.
3. The Youth Author Winner and their parent or legal guardian will be required to execute a legal agreement and release that confirms (i) the Youth Author Winner's eligibility for the Competition and compliance with these Competition Rules; (ii) the Youth Author Winner's acceptance of the \$5,000 CAD and the Travel Prize as awarded; and (iii) the Youth Author Winner and their parent or legal guardian's release and agreement to indemnify, defend and hold harmless the Competition Entities from and against any and all first party and third party losses, damages, claims, demands, actions, proceedings, liabilities, expenses, and costs (including without limitation reasonable legal fees and expenses) of any nature and kind whatsoever which they or any other person may suffer or incur arising out of, related to, or connected with the Competition, the Travel Prize and the \$5,000 CAD prize; and (iv) the Youth Author Winner and their parent or legal guardian's authorization to use the Youth Author Winner's name, description and artwork, and, except where prohibited by law, the Youth Author Winner and their parent or legal guardian's irrevocable consent to the announcement of the Youth Author Winner and their parent or legal guardian's names and the use of the Youth Author Winner and their parent or legal guardian's name, photograph, likeness, image, biographical information, voice and statements by Amazon for advertising and promotional purposes world-wide using any form, media or technology now known or later developed without any further compensation to the Youth Author Winner and their parent or legal guardian or any other person.

## **F. GENERAL**

1. By participating in this Competition, entrants agree to be bound by these Competition Rules and the decisions of Amazon, the Competition Administrator and/or the judges, which decisions shall be final and binding upon all entrants in all matters related to the Competition and the Competition Rules, including the operation, implementation or interpretation of same.
2. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux (Québec), Amazon reserves the right, in its sole discretion, to terminate the Competition in whole or in part and/or modify, amend or suspend the Competition or these Competition Rules in any way, at any time and for any reason, without prior notice and without any liability for any expenses or damages incurred by any publisher or author.
3. By participating in the Competition, the entrant (and for Youth Submissions, the entrant's parent or legal guardian) (a) represents that the Submitted Novel or Youth Submission is not defamatory, libelous, obscene, or otherwise illegal and does not infringe on any third party's copyright materials, trademark or other intellectual property rights, and (b) agrees to release, discharge and hold the Competition Entities harmless from any claim or liability arising from or related to any submission, the participation in this Competition and any appearance of the Submitted Novel or Youth Submission in any media, including, but not limited to on Amazon.ca.
4. Amazon may use the personal contact information of the authors to administer this Competition, including but not limited to contacting and announcing the Finalists and the Winners. By entering this Competition, any author (and for Youth Submissions, their parent or legal guardian) consents to this use of their personal information for such purposes and any entrant who is a publisher of a Submitted Novel or Youth Submission represents and warrants to Amazon that it has obtained the consent of the author of the Submitted Novel or Youth Submission to this collection, use and disclosure of the author's personal information.

5. By participating in the Competition, the entrant (whether it is a publisher or author, and for Youth Submissions, their parent or legal guardian) agrees (for itself and its heirs) that (a) Amazon, its affiliates and agents will have no liability, and will be held harmless by the entrant for any liability, loss, injury or damage to property or person, including death, and reasonable legal fees, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize or the participation in the Competition, even if caused or contributed to by Amazon's negligence; and (b) that Amazon may use each Finalist's and the Youth Award Winner's name, image or likeness, cover art and excerpts from the novel and short story in any manner and in any medium for its promotional purposes without additional compensation, except where prohibited by law. Each entrant who is a publisher of a Submitted Novel or Youth Submission represents and warrants that it has obtained the consent and agreement of the author of the Submitted Novel or Youth Submission to be bound by these Competition Rules.
6. Amazon assumes no liability for any lost, late, delayed, destroyed or misdirected mail or deliveries or for any computer errors or malfunctions.

The Courts of Ontario shall have sole jurisdiction in relation to the terms and conditions of these Competition Rules which shall be interpreted according to the laws of Ontario and the laws of Canada applicable therein, without regards to conflict of laws. For Quebec entrants: Any litigation respecting the conduct or organization of this Competition in Quebec 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.