

EXHIBIT A
Official Rules

AMAZON CANADA FIRST NOVEL AWARD COMPETITION RULES

A. OVERVIEW

1. The Amazon Canada First Novel Award (“Award”) is a competition (the “Competition”) that recognizes the outstanding achievements of first--time Canadian novelists and young short story writers. Amazon.com.ca, (“Amazon”, “Amazon Canada” or “Amazon.ca”) is the sponsor of this Competition.
2. (a) **Adult Novel 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 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 of the Adult Novel Category.

(b) **Youth Short Story Category.** Young authors aged 13-17, their parent or legal guardian, or publisher may submit a short story for the Competition. One (1) judge will select a shortlist of three (3) short stories as finalists for the Award from the short stories submitted. A panel of four (4) judges will review the submitted short stories of the finalists on the basis of the literary qualities of those submissions and will select a finalist as the Award winner of the Youth Short Story Category.

For both categories, submitted works must meet the eligibility requirements and otherwise comply with the Competition rules below (the “Competition Rules”).

B. ELIGIBILITY

Adult Novel Category:

1. The Adult Novel Category of 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, 2019 and March 31, 2020;
 - (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 Short Story Category

Entrants for the Youth Short Story Category must be young authors aged 13 through 17 (a “**Youth Author**”), a Youth Author’s parent or legal guardian, or the publisher of a Youth Author’s short story (each, an “entrant”). Entrants in the Youth Short Story Category must comply with all eligibility requirements below:

1. Youth Authors must be older than 13 years old and younger than 18 as of the submission deadline set forth in Section C below;
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, 2019;
7. Only one entry per or on behalf of any Youth Author is allowed;
8. Written consent from the Youth Author’s parent or legal guardian must be submitted along with the Youth Author’s submission.

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 Novel Category

1. To enter the Competition, the entrant in the Adult Novel Category 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 to:

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

Submissions for novels in the Adult Novel Category published between April 1, 2019 and March 31, 2020 must be received no later than 11:59 pm (PST) on January 31, 2020.

Submissions for novels in the Adult Novel Category slated to be published between February 1, 2020 and March 31, 2020 must submit advance copies of the novels no later than 5:00 pm (PST) on January 31, 2020.

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.
3. As the print version of these titles will be available on the Amazon.ca site, we’d like to further maximize the reach of the author by ensuring the audiobooks are available on the Audible channels, as well. During the time of submission, publishers will be prompted to share their plans for producing and licensing the audiobooks. If the publisher does not have plans to produce audio, this will not affect the eligibility of the title in the judging process.

Youth Short Story Category

To enter the Competition, the Youth Author, their parent or legal guardian, or publisher, must submit a fully completed submission form, available at <https://thewalrus.ca/amazonfirstnovelaward/>, 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. . To complete the submission, the Youth Short Story Category entrant must attach a Word (.doc) copy of the short story to the digital submission form, labeling the document using the format “Youth Author Award/Author Name/Short Story Title”. Only completed submission forms, which include a signed parental consent, and have a Word version of the short story attached will be considered.

Submissions for the Youth Short Story Category must be submitted no later than 5:00 pm (PST) on January 31, 2020.

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 Novel Category:

1. All eligible novels submitted (each an “**Adult Novel Submission**”) 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) Adult Novel Submissions as finalists in the Competition (the author of each Adult Novel Submission which is selected is hereinafter referred to as an “**Adult Novel Finalist**”). The final number of Adult Novel Finalists selected will be at the judges’ sole discretion. Odds of being selected as an Adult Finalist will depend on the number and calibre of Adult Novel Submissions.
2. Each Adult Novel Finalist will be notified through its publisher on or before April 12, 2020. Amazon will publicly announce the Adult Novel Finalists no later than April 19, 2020. Entrants who are not selected as an Adult Novel Finalist will not receive notification.
3. A panel of three (3) judges, selected by the Competition Administrator will review the selected Adult Novel Submissions of the Adult Novel Finalists on the basis of the literary qualities of the novel and select the Adult Novel Finalist having received the highest review as the Award winner of the Adult Novel Category (the “**Adult Novel Winner**”). The Adult Novel Winner will be announced verbally, at an Award ceremony that will take place in Toronto, Ontario, Canada on or about May 21, 2020 (the “**Award Ceremony**”). The exact date and time of the Award Ceremony will be announced by Amazon Canada and The Walrus Foundation on or about January 3, 2020.

Youth Short Story Category:

1. All eligible short stories submitted (each, a “**Youth Short Story Submission**”) will be judged by one (1) judge, selected by the Competition Administrator. The judge will select a shortlist of three (3) Youth Short Story Submissions as finalists in the Competition (the Youth Author of each Youth Short Story Submission which is selected is hereinafter referred to as a “**Youth Short Story Finalist**”). The final number of Youth Short Story Finalists selected will be at the judge’s sole discretion. Odds of being selected as a Youth Short Story Finalist will depend on the number and calibre of Youth Short Story Submissions.
2. Each Youth Short Story Finalist will be notified on or before April 12, 2020. Amazon will publicly announce the Youth Short Story Finalists no later than April 19, 2020. Entrants who are not selected as a Youth Short Story Finalist will not receive notification.
3. A panel of four (4) judges, selected by the Competition Administrator, will review the selected Youth Short Story Submissions of the Youth Short Story Finalists on the basis of the literary qualities of the short stories and select the Youth Short Story Finalist having received the

highest review as the Award winner of the Youth Short Story Category (the “**Youth Short Story Winner**”). The Youth Short Story Winner will be announced verbally at the Award Ceremony.

E. PRIZES

Adult Novel Category:

1. Each Adult Novel Finalist will receive an amount of \$6,000 CAD payable by cheque, and a \$450 CAD Amazon.ca Gift Certificate (“GC”), and will be invited to attend the Award Ceremony (the “**Adult Travel Prize**”). Each Adult Novel 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 Adult Travel Prize for Adult Novel Finalists includes: round trip economy airfare (within Canada) for the author of the Submitted Adult 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 Adult Novel 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. Adult Novel Finalists must comply with any accommodation requirements, such as the presentation of a major credit card, and are solely responsible for any damages caused to the hotel, including physical or material, as well as infractions involving smoking. Departure dates and accommodation may be changed without notice or compensation. Adult Novel Finalists are responsible for obtaining all the necessary travel documentation. Amazon recommends that Adult Novel Finalists and any persons travelling with Adult Novel Finalists obtain sufficient personal insurance prior to departure. Travel will take place in May 2020 based on the dates selected for the Award Ceremony. The approximate retail value of the Adult Travel Prize is \$1,900 CAD (exclusive of the value of the cheque and GC), based on traveling from Vancouver. Actual value will vary depending on point of departure. If the author of an Adult Novel Submission selected as an Adult Novel Finalist resides within a 200 km radius of Toronto, the Adult Travel Prize will not include airfare or a cash equivalent, or any reimbursement or compensation for travel. Each Adult Novel Finalist will be required to sign release forms prior to receipt of the travel documents.
2. The author of the Adult Novel Submission selected among the Adult Novel Finalists as the Adult Novel Winner of the Competition will also receive an amount of \$60,000 CAD payable by cheque, and a \$750 CAD Amazon.ca Gift Certificate (the “**Adult Grand Prize**”) which will be given to the Adult Novel Winner 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.
3. GCs and Adult Travel Prizes may not be exchanged, in whole or in part, for cash. Adult Travel Prizes may not be used toward any type of frequent flyer mileage or other reward point accumulation program. Any GC or Adult Travel Prize, including any component, 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. Adult Novel 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, 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 for complete terms and conditions. Amazon.ca Gift Certificates are issued by Amazon.com.ca, Inc., a Delaware corporation.

4. Each Adult Novel Finalist will be required to execute a legal agreement and release that confirms (i) the Adult Novel Finalist's eligibility for the Competition and compliance with these Competition Rules; (ii) the Adult Novel Finalist's acceptance of the cheque, GC, and Adult Travel Prize as awarded and, in the case of the Adult Novel Winner, acceptance of the Adult Grand Prize as awarded; and (iii) the Adult Novel 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 cheque, the GC, the Adult Travel Prize and, in the case of the Adult Novel Winner, the Adult Grand Prize; and (iv) the Adult Novel Finalist's and its publisher's authorization to use the Adult Novel Submission's name, description and artwork, and except where prohibited by law, the Adult Novel Finalist's irrevocable consent to the announcement of the Adult Novel Finalist's name and the use of the Adult Novel 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 Adult Novel Finalist or any other person.

Youth Short Story Category:

1. Each Youth Short Story Finalist will receive an invitation to attend the Award Ceremony (the "**Youth Travel Prize**"), which will be given to the Youth Short Story Finalist's parent or legal guardian. The Youth Travel Prize for Youth Short Story Finalists includes: round trip economy airfare (within Canada) for the Youth Short Story Finalist and one (1) parent or legal guardian to Toronto from a major airport closest to the Youth Short Story Finalist'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 for the Youth Short Story Finalist and their parent or legal guardian to attend the Award Ceremony. Youth Short Story Finalists 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. Each Youth Short Story Finalist and their parent or legal guardian must comply with any accommodation requirements, such as the presentation of a major credit card, and are solely responsible for any damages caused to the hotel, including physical or material, as well as infractions involving smoking. Departure dates and accommodation may be changed without notice or compensation. Youth Short Story Finalists, and their parent or legal guardian, are responsible for obtaining all the necessary travel documentation. Amazon recommends that each Youth Short Story Finalist, their parent or legal guardian, and any persons travelling with them, obtain sufficient personal insurance prior to departure. Travel will take place in May 2020 based on the dates selected for the Award Ceremony. The approximate retail value of the Youth Travel Prize is \$3,000 CAD (exclusive of the value of the cheque), based on traveling from Vancouver. Actual value will vary depending on point of departure. If the Youth Short Story Finalist resides within a 200 km radius of Toronto, the Travel Prize will not include airfare or a cash equivalent, or any reimbursement or compensation for travel. Each Youth Short Story Finalist 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 Youth Travel Prize, Youth Short Story Finalists must travel with and be accompanied at all times by a parent or legal guardian. Youth Travel Prizes may not be exchanged, in whole or in part, for cash. Youth Travel Prizes may not be used toward any type of frequent flyer mileage or other reward point accumulation program. Any Youth Travel Prize, including any component, 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 of the Youth Short Story Submission selected among the Youth Short Story Finalists as the Youth Short Story Winner of the Competition will receive an amount of \$5,000 CAD payable by cheque (the “Youth Grand Prize”) which will be given to the Youth Short Story Winner’s parent or legal guardian after the Award Ceremony, and if not attending the Award Ceremony, may claim (or have their parent or legal guardian claim on their behalf) the cheque no later than one year after the Award Ceremony by contacting The Walrus Foundation at the address above.
4. Youth Short Story Finalists not selected as the Youth Short Story Winner will receive an amount of \$500 CAD payable by cheque which will be given to the Youth Short Story Finalist’s parent or legal guardian after the Award Ceremony, and if not attending the Award Ceremony, may claim (or have their parent or legal guardian claim on their behalf) the cheque no later than one year after the Award Ceremony by contacting The Walrus Foundation at the address above.
5. Each Youth Short Story Finalist and their parent or legal guardian will be required to execute a legal agreement and release that confirms (i) the Youth Short Story Finalist’s eligibility for the Competition and compliance with these Competition Rules; (ii) the Youth Short Story Finalist’s acceptance of the \$500 CAD prize and Youth Travel Prize as awarded and, in the case of the Youth Short Story Winner, acceptance of the Youth Grand Prize as awarded (iii) the Youth Short Story Finalist’s 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 \$500 CAD prize, the Youth Travel Prize and in the case of the Youth Short Story Winner, the \$5,000 CAD Youth Grand Prize; and (iv) the Youth Short Story Finalist’s and their parent or legal guardian’s authorization to use the Youth Short Story Submission’s name, description and artwork, and, except where prohibited by law, the Youth Short Story Finalist’s and their parent or legal guardian’s irrevocable consent to the announcement of the Youth Short Story Finalist’s and their parent or legal guardian’s names and the use of the Youth Short Story Finalist’s 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 Short Story Finalist 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 (and for Youth Short Story Submissions, the Youth Author’s parent or legal guardian).
3. By participating in the Competition, the entrant (and for Youth Short Story Submissions, the Youth Author’s parent or legal guardian) (a) represents that the Adult Novel Submission or Youth Short Story 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 Adult Novel Submission or Youth Short Story 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 Adult Novel and Youth Short Story Finalists and the Adult Novel and Youth Short Story Winners. By entering this Competition, any author (and for Youth Short Story Submissions, the Youth Author's parent or legal guardian) consents to this use of their personal information for such purposes and any entrant who is a publisher of a Adult Novel Submission or Youth Short Story Submission represents and warrants to Amazon that it has obtained the consent of the author of the Adult Novel Submission or Youth Short Story 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, the Youth Author's 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 Adult Novel Finalist's and Youth Short Story Finalist'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 Adult Novel Submission, and each publisher who submits a Youth Short Story Submission, represents and warrants that it has obtained the consent and agreement of the author of the Adult Novel Submission, or Youth Short Story Submission (and the Youth Author's parent or legal guardian) 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.
7. 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.