

## WISEHOUSE INTERNATIONAL POETRY AWARD

### General Terms & Conditions

**Terms Binding.** By entering the competition, each Entrant agrees to be bound by these terms and conditions.

**Privacy.** All personal information provided by you (the \*Entrant\*) shall be used solely for the administration of the Wisehouse International Poetry Award (also WIPA). By providing such information, the Entrant consents to its use for such purposes.

**Accuracy of Information.** The Entrant guarantees that all personal information provided in his or her personal account and in the entry form is accurate. The Entrant assumes responsibility and liability for any and all consequences arising from human error, fraudulent information, and any information provided to the WIPA that is inaccurate. Any false statement made by an Entrant is ground for disqualification from the WIPA.

**Limitation of Liability.** The WIPA and employees shall assume no liability of any kind whatsoever resulting from fraudulent claims or statements, loss or theft of any data, damage to any equipment including software, computer or any other malfunctions or mistakes related to information technology, losses, delays, or any other mistake. The WIPA and employees shall assume no liability of any kind whatsoever for any case in which their inability to act results from any event, act or situation beyond their control.

**No Refund.** Entries will not be refunded under any circumstances.

**Ineligibility.** Entries that do not conform to these terms and conditions shall be ineligible. Only entries that meet all the present terms and conditions and the online entry requirements, including payment of relevant entrance fees, shall be considered.

**Decisions Final.** By entering, each Entrant agrees to abide by WIPA rules. All decisions made by WIPA including subeditors, editors, and judges as the case may be, are final. WIPA does not respond to correspondence concerning final decisions.

**Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of Sweden. The parties hereby attorn to the jurisdiction of the courts of Sweden.

**Confirmation.** Telephone confirmation of receipt of any entry is not available. WIPA will not confirm the content of entries. Acknowledgement of receipt will be sent via email to those who provide a valid email address in the personal information section of their online account with the WIPA.

**Retrieval of Entries.** Entrants are responsible for keeping their own drafts. Once entered, the text of a poem cannot be retrieved for the Entrant. The WIPA is not responsible for tracking entries and will not retrieve entries from its database at any time. The WIPA uses a restricted, anonymous entries platform that protects anonymity, making individual poems difficult to retrieve.

**Contact.** Unsuccessful Entrants will not be contacted.

### Eligibility

**Age Restriction.** All Entrants shall be of the age of majority in their legal jurisdiction of residency at the time of entry submission.

**Subject.** Entries may be on any subject.

**International Entries.** Entries may be submitted from anywhere in the world. Each entry must be submitted with the author's legal name, and an additional pen name if so desired.

**Length.** Entries may be any length but not exceeding four hundred (400) words.

**Number.** Every Entrant can only submit one single poem.

**Language.** All entries must be primarily in English (the inclusion of a few non-English words or phrases is acceptable). Translations are not eligible.

**Simultaneous Submissions.** Simultaneous submissions are eligible for the WIPA.

**Publication Defined.** Any work that has appeared on the Internet or in print, or has been broadcast in any format is considered published and is therefore ineligible for the WIPA.

**Previous Publication.** Entries must be unpublished and original works of the Entrant. Each entry must be the work of a single author, not including a company or organization. Each entry must not infringe upon any right or copyright of any person or entity.

**Prior Contract.** Entries cannot be under contract, including for publication and/or broadcast in any medium. If an entry is placed under contract or made public after it is entered, it is rendered ineligible, and it is the responsibility of the Entrant to inform the WIPA of such ineligibility.

**Publication Following Entry.** If an entry is published at any time before the selections for the WIPA anthologies have been announced, it will be rendered ineligible. Entries that are selected for publication in the WIPA anthologies are subject to specific publishing rights outlined elsewhere in these rules.

**Entry.** All entries must be entered exclusively using the entry system on the WIPA website processed by 'Submittable'. No other form of entry, by conventional mail or otherwise, shall be considered, and any such entry will not be returned. **Entries must not include the Entrant's name in the text.**

**No Changes.** All entries are final: no changes allowed.

**Entry Restrictions.** Wisehouse and WIPA employees, representatives or agents, including the subeditors, editors and prize judges are not eligible to enter the WIPA.

**Entry Fee.** An entry fee of \$5 USD is required for each entry.

**Deadlines.** The final entry deadline is 11:59pm CET (Central European Time) on FEB 29 2016.

**Right to Extend Deadline.** The WIPA reserves the right to extend deadlines as it sees fit.

**Fee Payment.** Entries will not be eligible until payment has been received and confirmed by Submittable. If payment is withdrawn, the relevant entry will be rendered ineligible. All entries are final, and entry fees are non-transferable and non-refundable. Cheques, postal orders, money orders, e-transfers, or any payment made without using the online entry system will not be accepted.

**WARRANTY.** Entrants warrant they have created the entry they are submitting, that they own all rights to it, that all intellectual property, including copyright, in the entry is wholly original to the entrant and remains solely and exclusively with the entrant, and that the entry shall not violate any laws of any country and shall not infringe any other party's copyright, trademark or other rights. Entrants will indemnify and hold the WIPA and its directors, officers, and employees harmless from and against any and all loss, damage, costs and other expense arising out of claims, whatever their nature, resulting directly or indirectly from breach of this warranty.

### **Publication Rights**

**Copyright.** Copyright remains with the authors. By submitting an entry, the Entrant grants worldwide licences to the WIPA for the following, in the case that the entry is selected for publication: (i) The right to publish the entry online and (if so selected) in print in a WIPA Poetry Anthology. (ii) The right to insert a hyperlink to the WIPA website where the entries will be stored.

**Name and Likeness.** All Entrants whose entries are selected for the anthologies shall agree, if necessary, to have their name and/or picture, including their photograph, and/or their voice used for promotional purposes related to this competition, free of charge. Each Entrant who has an entry selected for either publication

and/or the prize agrees to take part in reasonable publicity after publication and the awarding of the prize and to the use of their names, title of work, biographies and photographs in such publicity.

### **Selection Process**

**Judging.** The prize judge will select from the entries, the award winner as well as the final Shortlist for the WIPA Anthology.

**Correspondence.** No editorial feedback will be provided to Entrants. No correspondence will be entered into with an Entrant regarding the selection process.

### **The Prize and the Publications**

**Prize and Publishing.** A single cash prize of thousand USD (\$1,000 USD) will be awarded to the one Entrant (winner) whose entry is selected by the prize judge from the poems. Entries selected for the WIPA Shortlist will be published in the WIPA Anthology. To be declared a winner and/or to have an entry included in the anthology, entrants must meet all the present terms and conditions.

**Winner Announcement.** The winner of the WIPA will be announced in May of the relevant year.

**No Transfer.** The prize may not be exchanged or transferred. No substitutions are allowed.

**Refusal.** Refusal to accept the prize or publication in both or either of the WIPA publications releases the WIPA, its employees, sponsors, members or partners and their affiliates of any obligation towards the Entrant.

**Method of Award.** The prize winner will be notified by telephone if possible or by email if necessary. The method for delivering the prize to the prize winner will be agreed upon between the WIPA and the prize winner. Payment of any transaction fees, including currency exchange fees, associated with the method for delivering the prize amount to the prize winner, are the responsibility of the prize winner.

**Time of Announcement.** The prize winner will be named online, on the WIPA website, by early May of the relevant year.

**Deadline for Claim.** The deadline for claiming the prize will be thirty (30) days from the time of announcement. Should the winner fail to claim the prize, he or she will forfeit the prize and another winner will be selected.