

OFFICIAL RULES



The Zimbo Books Fiction Competition 2008

Zimbo Books is pleased to announce the Zimbo Books Fiction Competition 2008 commemorating the launch of Zimbo Books. This exciting competition has 2 major benefits:

1. A prize pool of USD \$100,000 with a first prize of USD \$80,000.
The next four runners-up get USD \$5,000 each.
2. The ability for all Authors to sell their books online via Zimbo Books.

The Zimbo Books Fiction Competition 2008 is open to anyone in the world for an original fiction book of at least 50,000 words in English.

The official rules are set out as follows:

1. Entering the Zimbo Books Fiction Competition 2008 (the "Competition")

To enter the Competition, please go to www.zimbo.com.au and complete the registration form in full ("Registration Form"), pay the non-refundable registration fee of USD \$85.00 using a credit card or debit card accepted on the website or another Technocash-approved payment method (the "Registration Fee"). The Registration Form must include a valid email address.

Once the Registration Fee payment is approved, you will be sent an email with a transaction number. Please email your book (the "Book") (preferably in pdf format if possible) to the nominated Zimbo Books email address. If the Book is not in pdf format, the Book must be in Microsoft Word (".doc") format (not Vista format) or Microsoft Pages format. Only emailed Books will be accepted and not physical books. The Book must be an English-language complete manuscript for a novel (in any genre) between 50,000 and 300,000 words in length. The Book must be an original work of the author (the "Author"). Only the Author can submit their own Book to the Competition. The Author must own the copyright in the Book and not have sold or assigned the Book's copyright to any other person including a publisher.

By registering the Author agrees to comply with these Official Rules.

The Author must also submit in the email with the Book a plot synopsis of not more than 750 words (the "Synopsis"). If the Synopsis is not in pdf format, it must be in Microsoft Word (".doc") format (not Vista format) or Microsoft Pages format.

The commencement date of the Competition is 20 October 2008 (the "Commencement Date"). The closing date of Registrations for the Competition is 21 April 2009 (Eastern Daylight Saving Time at Sydney Australia - the "Closing Date"). The prize announcement date will be advised on the Zimbo website after close of the Competition having regard to the number of entries.

If the Author is under the age of eighteen years as at the Commencement Date, then the consent of a parent or guardian is required.

The Registration Form, Registration Fee, the Book and the Synopsis are collectively referred to as an "Entry" or "Entries". Incomplete Entries or Entries containing Books with too few or too many words will be rejected. Entries containing Books which breach the Standards of the Competition will be rejected. There is no refund for any rejected Entries.

An Author may submit as many Entries as they like provided that each Book is different to those Books previously submitted and a separate Registration is provided including payment of additional Registration Fees.

Zimbo books will not accept Books with joint authorship.

2. One year's Free listing on Zimbo Books

Payment of the Registration Fee allows the Author to list their Book for free for one year on Zimbo Books subject to usual terms and conditions.

Listing of the Book on Zimbo Books provides the Author with an opportunity to sell copies of the Book and earn sales income.

The big advantage of Zimbo Books is that there is no printing, delivery and stock costs for books. The buyer gets a copy of your book emailed or downloaded to their computer after payment. This is why Zimbo needs your book in pdf format. Renewal of listing requires payment of the Zimbo Books fees applicable at the time.

3. Prizes

The Competition has a total prize pool of USD \$100,000.

The first prize is USD \$80,000.

The next four runners-up get USD \$5,000 each.

Prior to announcement of the five finalists (the "Finalists"), each Finalist Author will be contacted. The Finalists will be required to provide identification and sign a short confirmation agreement regarding these Official Rules which must be notarised (the "Confirmation Agreement"). If a Finalist is under 18 years then the Confirmation Agreement shall be entered into by the Finalist's parent or guardian.

4. Original Copyright of the Author in the Book

By entering the Competition, all Authors warrant and represent that their respective Entries are for their own, unpublished, fully original creations and that they own the copyright in the Book and Synopsis, and their respective Entries (including but not limited to any materials integrated into their Entries) will not be libelous or infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks, or rights of publicity/privacy, or be in any way contrary to law. Further the Author must ensure that the Book and Synopsis meets the Standards of the Competition.

The Standards of the Competition are that the Book and Synopsis must not incite or promote racism, terrorism or hatred and must not be pornographic or have excess violence. Zimbo Books or its agent may determine in its sole discretion if the Standards of the Competition are not met and no correspondence will be entered into regarding this decision.

Zimbo Books is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, or misdirected Entries, which will be disqualified. Only fully completed Registration Forms are eligible. The physical embodiment of the Entries become the sole property of Zimbo Books and will not be acknowledged or returned.

Each Author warrants that entering the Competition does not breach any State or National laws and regulations and by entering the Competition the author indemnifies Zimbo Books against all claims, penalties or impost caused directly or indirectly by the Author entering into the Competition in breach of said laws and regulations.

The copyrights in and to the Book shall not become the property of Zimbo Books and remain with the Author.

The Author grants to Zimbo Books the right to publish for no fee the Synopsis either on its website, for use in press releases or otherwise.

The Author grants to Zimbo Books the right to transmit and duplicate for no fee the Synopsis and the Book to any judge or judges of this Competition.

The Author grants to Zimbo Books the right to list the Book on Zimbo Books for 1 year subject to usual terms and conditions.

In the event an insufficient number of entries are received, Zimbo Books reserves the right to cancel the Competition and shall be under no obligation to award the prizes, but will refund \$40 of the Registration Fee in such case to the Authors' Zimbo accounts. The Authors agree to the ongoing listing of the Books on Zimbo Books as outlined herein. Entries not satisfying these Official Rules will be automatically disqualified. Zimbo Books is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Competition, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Competition or downloading any materials in this Competition.

Employees, officers and directors of Zimbo Books and their immediate families (parents, children, siblings, spouses) or members of the same household (whether related or not) are not eligible to enter the Competition.

5. Judging Criteria and Judging Rounds

Books will be judged on originality, opening, plot, characters, writing style, and dialogue. Zimbo Books reserves the right to reject any Entries that it deems, in its sole discretion, to be inappropriate, for any reason whatsoever.

The Competition will be broken down into two rounds of judging as follows:

Round 1: The Books received will be judged by a panel of independent judges composed of individuals with appropriate qualifications as determined by Zimbo Books in its sole discretion. Each judge will review Books over a period as nominated by Zimbo Books. The independent judges may be paid for judging as agreed with Zimbo Books.

At the end of Round 1 there will be a short list of five Finalists as determined by Zimbo Books based upon the decisions of the independent judges.

Round 2: Upon completion of their Confirmation Agreements the five Finalists will be notified on the Zimbo Books website.

A special panel of qualified judges selected by Zimbo Books in its sole discretion shall determine the first prize winner. In the event of a tied decision of the special panel, the final decision shall be made by the directors of Zimbo Books in their sole discretion between the 2 tied Books. The decision of all judges will be final and binding in all respects and no correspondence will be entered into.

Zimbo Books reserves the right to remove or replace any judge in any Round.

6. Notification

The potential Finalists will be notified by email to arrange signing of their Confirmation Agreement.

All Finalists agree to the use of their names, likenesses, biographical information and/or Entries in whole or in part for purposes of advertising, trade, or promotion in connection with this Competition without further compensation, unless prohibited by law. Additionally, by participating in this Competition, or by accepting a prize, all participants agree to release Zimbo Books and their parents, subsidiaries, agencies, divisions, and affiliates from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death which may occur in connection with,

preparation for, travel to, or participation in the Competition, or possession, acceptance and/or use or misuse of prize or participation in any Competition-related activity and claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy. Neither Zimbo Books, nor their parents, affiliates, subsidiaries, agencies, divisions or related companies are responsible for any damages, taxes, or expenses that winners might incur as a result of this Competition or receipt of a prize.

Notification of the first prize winner shall be as determined Zimbo Books but shall be no later than 21 July 2009. The first prize winner shall be notified by email and international post to their address as per their Registration.

All taxes are the sole responsibility of the winners.

7. Additional Terms

Zimbo Books reserves the right, in its sole discretion, to cancel, terminate, modify (including, without limitation, modify the Judging Criteria set forth above), or suspend this Competition should (in its sole discretion) viruses, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Competition. In such case, Zimbo Books will select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Zimbo Books. Zimbo Books reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Competition or Web site.

8. Dispute Resolution and Choice of Law

Except where prohibited by law, by participating in this Competition, the Author agrees that: All issues and questions concerning the Competition and these Official Rules shall be governed by the laws of New South Wales, Australia, without giving effect to any principles of conflicts of law of any jurisdiction. The Author agrees that any action at law or in equity arising out of or relating to this Competition shall be filed only in the state or federal courts located in New South Wales, Australia, and the Author hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited by law, by participating in this Competition Author agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Competition but in no event attorneys' fees; and (c) under no circumstances will any Author be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. Privacy

Zimbo Books will be collecting personal data about participants online, in accordance with Technocash Pty Ltd's Privacy Policy - see www.technocash.com. By participating in the Competition, Authors hereby agree to Zimbo Books' collection and usage of their personal information as set out in said Privacy Policy.

10. Winners List

The list of winners will appear on the Zimbo Books website, after the conclusion of the entire Competition.

11. Zimbo Books

Zimbo Books is part of Zimbo which is a division of Technocash Pty Ltd, ABN 20 080 109 217 AFS Licence No. 247299.

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