

THE THOMAS COOK TRAVEL BOOK AWARD



THE THOMAS COOK TRAVEL BOOK AWARD 2004

THIS AGREEMENT is made the _____ day of _____ 2004
Between **THOMAS COOK PUBLISHING**, a division of thomascook.com ltd whose registered
office is The Thomas Cook Business Park, Coningsby Road, Peterborough, PE3 8SB
Cambridgeshire ("Thomas Cook Publishing")

of the one part and whose registered
office is at
("Publisher") of the other part

WHEREAS Thomas Cook Publishing is administering the Thomas Cook Travel Book Award for 2004 and the Publisher wishes to nominate books on the attached form, on the terms hereinafter set out, for the Award.

NOW IT IS AGREED as follows:

1. In consideration of Thomas Cook Publishing accepting nominations for the books identified in the Entry Form(s) submitted by the Publisher, the Publisher agrees to abide by the Conditions of Entry of the Thomas Cook Travel Book Award 2004 and further agrees that if any of its nominations should win the award it will:-
 - (a) within one month of the announcement of the award or from publication (whichever is the later date) publicise the award on the cover of the winning book by way of a printed flash on the cover, a sticker or a wrap around as appropriate;
 - (b) include reference to the award on any advertising or promotion for the winning book carried out after the date of the announcement of the award and on the cover of any future editions of the published work;

THE THOMAS COOK TRAVEL BOOK AWARD

- (c) use a phrase along the lines of "X, winner of the Thomas Cook 2004 Travel Book Award" in conjunction with the title of the winning book in any promotional material or press release concerning the winning book from the date the award is announced;
 - (d) supply, free of charge to Thomas Cook Publishing, 30 copies of the winning book for promotional purposes;
 - (e) supply further copies of the winning book as requested by Thomas Cook Publishing at a 60% discount to the UK Recommended Retail Price;
 - (f) use its best endeavours to procure that the author of the winning book agree to be interviewed by the media and to carry out reasonable PR activities agreed by Thomas Cook Publishing and the Publisher so as to promote the winning book and the Thomas Cook Travel Book Award;
 - (g) commit to supplying bookshops with point of sale material promoting the winning book.
 - (h) design and pay for an advertisement to be at least half-page full colour in at least three publishing trade journals, for publication in the UK, USA and Indian markets, to appear within six weeks of the announcement of the winner, such advertisement and journals to be approved by Thomas Cook Publishing.
- 2 The Publisher further agrees that if any of its nominations should be short-listed for the Award, it will:-
- (a) use its best endeavours to procure that the authors of the short-listed books agree to be interviewed by the media and to carry out reasonable PR activities agreed by Thomas Cook Publishing and the Publisher so as to promote the short-listed books, the winning book and the Thomas Cook Travel Book Award;
 - (b) grant permission herewith, free of charge, to Thomas Cook Publishing to include extracts from the shortlisted books in press releases intended for publication by various newspapers, journals and websites;

THE THOMAS COOK TRAVEL BOOK AWARD

- (c) contribute an equal share with the other short-listed publishers to the cost of supplying bookshops with point of sale material.
- 3 Subject to the Publisher complying with the provisions of this Agreement, Thomas Cook Publishing agrees:-
- (a) to provide PR support from Thomas Cook UK Ltd for the benefit of the Thomas Cook Travel Book Award and the winning books;
 - (b) to arrange a prestigious award ceremony to be held in Autumn 2004;
- 4 The parties agree to use all reasonable endeavours to work together so as to ensure the success of the Thomas Cook Travel Book Award 2004 and they further agree to negotiate in good faith so as to resolve any dispute or disagreement (if any) that arises between them.
5. This Agreement shall be subject to English law.

AS WITNESS whereof this Agreement has been signed by duly authorised officers on behalf of each party the day and year first above written.

Signed by.....

for and on behalf of
THOMAS COOK PUBLISHING

Signed by.....

for and on behalf of the
PUBLISHER