

Competition or cut-price commission?

A good practice guide for writers
and those who work with them,
in audio, books, film, theatre
and TV

www.writersguild.org.uk

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Introduction

Many writers use competitions as a way to focus their attention, develop their craft and gain industry recognition. The proliferation of online publications has resulted in an explosion in the number of competitions and potential opportunities for writers in all craft areas (audio, poetry, short stories, novels, theatre, TV and film).

Many of these competitions offer writers an opportunity to get their work seen by a wider audience. However, others are little more than money making ventures for the organisers or disguised commissions at less than established industry rates. Worse still, some competitions actually end up costing the writer more than they gain, resulting in the loss of rights and future earnings.

So how can writers tell the difference between a good and bad competition, and how can publishers, producers and others design a competition that is fair to all parties?

This guide attempts to set out some key principles and guidelines for competitions across audio, books, theatre, film and television, as well as providing advice for potential entrants.

WGGB members can contact us for detailed advice on individual competitions, terms and conditions as well as standard industry terms (email: casework@writersguild.org.uk).

Competition or cut-price commission?

A company is seeking short stories for publication in an anthology. The competition entry fee is £5. The first prize is £100 plus publication. The organiser takes exclusive future rights in the work (including audio, film and TV). The prize winner is expected to assist with the marketing and sales of the anthology.

Competitions of this kind should be avoided. They often exist solely to make a profit for the organiser and are unlikely to offer any real benefit to the writer. Furthermore, they allow the organiser to make future profit from use of the work.

GENERAL GUIDANCE

How does WGGB define a competition?

The WGGB defines a competition as an ‘open-invitation’ process that benefits the winning writer/s, their general craft, and their career as a whole.

By ‘open-invitation’, we mean that anyone can enter and/or the requirements for entry are open and transparent.

Features of a reputable competition

A reputable competition will offer a prize or award that offers the winning writer at least one of the following:

- Financial compensation
- Professional development
- Access to a greater audience and/or industry specialists.

Many competitions will offer a combination of the above. A prize should always be of greater benefit to the writer than the cost of participation.

Competition or cut-price commission?

A wildlife charity is seeking short stories for publication in an anthology. The competition entry fee is £5. The first prize is £100 plus publication. The charity states that all profits will fund their conservation activities. The organisers retain the right to use the story in future similar publications, but all other rights remain with the author.

Writers should approach this competition on the understanding that it is a fundraising opportunity for the charity, however, the operating terms are acceptable.

Financial prizes should be measured against the appropriate industry minimum rate and be more than the combination of this and any cost to the writer. When prize funds are based on a share of entry fees, writers should be aware that the actual amount received may end up being less than the advertised amount.

Professional development prizes should be practical and involve industry professionals who have specific experience in supporting writers in the development of their craft.

Profile-raising prizes (access to a greater audience and/or industry specialists) should be guaranteed and specified in advance rather than potential. Details such as readership and distribution figures, audience numbers and the names of companies and/or industry professionals who have committed to the competition should be specified in advance.

Rights

A reputable competition will publish full terms and conditions, including the arrangements regarding rights in the work entered.

If there are no terms and conditions or if rights aren't mentioned, writers should ask.

If they can't find out the information, they should not enter.

Competition or cut-price commission?

A production company is seeking entries for a playwriting competition. The prize is £1,000 towards the cost of a production at a festival being organised by the producers. The writer is expected to source actors and a director and meet any additional production costs.

This is a cut-price commission, allowing the organisers to gain free work for their festival. It could result in writers losing money and should be avoided.

Organisers should make their terms and conditions clear and be aware that any lack of clarity here will put off potential entrants.

Any rights taken by the organisers should be limited and restricted to one iteration (see craft-specific guidance on pages 08-12 for further detail).

Writers should never enter a competition where the act of submitting work automatically assigns rights (other than a very limited licence) to the organisers.

Fair exchange

Occasionally, competitions will offer something other than the above (merchandise, studio space, software, tickets etc).

In this situation, writers are advised to carefully consider the value of the prize against the intrinsic value of the work being requested.

Competition fees

A number of competitions charge an entry fee. In many cases, this fee is a token amount to cover the cost of administration.

Where a more substantial fee is requested, extreme caution is suggested.

Writers should not pay an entrance fee for any competition that is taking the rights to all entries.

Other competitions offer 'feedback' from the judges for an additional fee. WGGB does not recommend paying for feedback unless you are securing the services of a professional dramaturg or script editor.

Judges

It is always worth considering who is judging a competition. Judges who are well-known writers, commissioners or artistic directors generally mean that the competition will have a high professional profile.

WRITER CHECKLIST

When considering whether to enter a competition, writers should consider:

Are you eligible to enter?

Do you meet the criteria of writers being sought in terms of stage of career, location, age etc?

Is your work appropriate for the competition?

Is it the kind of work being sought (eg length, genre, theme)?

Does it meet the entry criteria (eg amount and type of material, format)?

How competitive is this particular field?

Where information is available, writers should consider how many others might propose their work in response to this invitation.

What jurisdiction is it under?

Some competitions are international. Where a competition is not under UK law, writers are advised to check the terms against those recommended by the relevant country's writers' guild/trade union. A full list of international guilds can be found on the International Affiliation of Writers Guilds' website: iawg.org

Would you actually benefit from winning the competition?

Is the reward offered worth the time spent preparing the entry?

Are full terms and conditions published?

Who is judging the competition?

What rights are being asked for?

Is any prize money in line with current industry rates?

Is the overall benefit of winning worth the cost of entry?

What is the organiser's track record?

Are there any conditions on acceptance of a prize? Eg an obligation for the writer to engage in marketing activity?

When in doubt about a competition or the terms being offered, please contact the WGGB. Email: casework@writersguild.org.uk

CRAFT-SPECIFIC GUIDANCE

Audio (radio and podcasts)

RIGHTS

Audio work is usually undertaken under licence, so competitions should not seek to take full rights in any winning piece. Film, TV and stage rights should also remain with the writer.

Any financial prize should be measured against the appropriate WGGB agreement: www.writersguild.org.uk/rates-agreements

Profile-raising prizes. Although hearing your work performed and having it recorded can be very useful, writers are advised to remember that this does not guarantee any deepening of craft development. Similarly, a poorly produced, poorly acted version of an audio drama may hinder rather than enhance a writer's reputation.

Publishing (books, poetry, short stories etc)

Where a contract is offered as a prize, authors and poets should do some research about the nature of the company offering the contract. Some companies require 'financial contributions' from authors. The work produced by these companies rarely reaches a wider audience and writers are unlikely to see any return on their investment. In cases such as these, the 'competition' is a thinly disguised marketing exercise for their services.

RIGHTS

Authors should not assign any copyright to organisers, but instead allow a limited licence for the right to publish the content in given territories, which are fully disclosed. The publisher/competition organiser may want to make use of 'subsidiary' rights, but these should be limited and **not** include TV, film or other 'changed format' rights. Members can always seek advice on these rights if they are unsure (email: casework@writersguild.org.uk)

For example, for a magazine short story competition, it would be reasonable to grant the right to publication in one issue and grant a 'first published by' credit. However, it would be unreasonable for the organiser to take all future rights in the story.

ASSESSING PRIZES

Financial prizes. These can vary massively depending on the type of work being requested and the level of the competition. They must be assessed against the type of rights being requested. A low payment may be acceptable for a non-exclusive licence to publish a short piece in an online journal. However, the same payment would be unacceptable if all rights are being requested.

Writers should also check whether any prize requires the entrant to participate in marketing and/or sales activity for the company.

Professional development prize. Workshops or free places on courses are often offered as prizes. When this is the case, writers should check the standard cost of a place and consider whether that is of sufficient value to warrant entry.

Profile-raising prize. Publication alone is unlikely to raise the profile of an author unless it offers a guaranteed readership in the case of a journal, or a marketing plan and budget. Check that the platform and/or publisher has a distribution plan for your work before you accept a prize of this kind.

Screenwriting (film and TV)

Writers thinking about entering screenwriting competitions should give serious consideration to the track record of the organisers in terms of their standing within the industry.

RIGHTS

Whilst screenwriting competitions often include the assignment of rights to the producer, this should only be in exchange for a full payment as set out in the WGGB film and TV agreements (www.writersguild.org.uk/rates-agreements). Option and treatment agreements should not assign rights (other than the rights to pitch for a limited period).

ASSESSING PRIZES

Financial prizes. WGGB agreements and best-practice guidelines cover the level of payments expected for option agreements, treatments and full scripts. These rates can vary according to the budget of any potential film. Prize fees should be in line with these amounts (see www.writersguild.org.uk/rates-agreements and www.writersguild.org.uk/resources).

For TV, if the competition is seeking ideas for a series, then payment for format rights should also be included.

Professional development prize. Writers should take care that development schemes that are time-based are appropriately remunerated opportunities and that the arrangements regarding rights in work produced during the scheme are clear.

Where production is offered as part of an award, writers should check that there is an end date to the agreement.

Profile-raising prize. Writers should check the profile of any industry specialists.

Where a screening is offered as part of a prize, check the size of the venue, and the attendance numbers of any previous events.

Theatre

A key question for playwrights and theatre-makers when considering an 'opportunity' is, 'Is this a competition or a cut-price commission?'

Whilst a commission can be offered as a prize, it should be in line with existing WGGB agreements. If the 'prize' is a production at less than WGGB rates, then it is a cut-price commission and should be avoided.

RIGHTS

Plays are usually produced under a limited licence and so playwrights should avoid competitions that are seeking to take rights beyond this. There should certainly be no assignment of copyright.

Financial prizes should be measured against the appropriate WGGB agreement (www.writersguild.org.uk/rates-agreements).

Any rights taken in fair exchange *should not* include production rights beyond the present and immediate confines of the competition. Further production constitutes a producing commission and should be contracted accordingly.

Professional development prizes. Although seeing your work performed or hearing it read can be very useful, writers are advised to remember that simply seeing one's work performed does not guarantee any deepening of craft development. Similarly, not all industry professionals have either the experience or the appropriate skillsets to facilitate craft development. Even if the craft development is focused on a specific work, no production rights should be included in this instance.

Profile raising prizes should be guaranteed rather than potential. Such things as an audience of industry professionals, or coverage in the press, should be booked and delivered rather than simply invited and hoped for. Writers should not be asked to contribute towards the cost of a production as a condition of the competition.

Fair exchange. Any rights taken in fair exchange should not include production rights beyond the present and immediate confines of the competition. Further production constitutes a producing commission and should be contracted accordingly.

Competition agreements should involve the assigning of limited rights only, ie a limited number of performances, a limited time period for which rights are given, and other limitations on the producer to be able to exploit the work.

Where an agreement asks for any of the rights contained in the WGGB's agreements, that is not a competition but a commission, and the writer should be paid accordingly.

ASSESSING PRIZES

When considering whether a prize fund is at an appropriate level, playwrights and theatre-makers may wish to consider the following:

Seed commissions. This is a mini-commission, which offers a small fee for a writer to deliver an agreed first-step piece of work. This might be a rough first draft, or an outline with a few sample scenes. The purpose is to see whether the writer, and the subject, and the producer, seem a good fit for one another.

Unlike treatments, seed commissions are not a step in a full commission: they are obligation-free, they stand alone, and do not include any production rights. An appropriate fee would be £1,000-£2,000.

Treatments. A prose plan of a piece of work which gives a clear outline of the material and shows the writer's stylistic approach. An appropriate fee would be 10% of the appropriate full commission fee and is non-refundable if a decision is subsequently made to go no further. If an initial research period is required, any expenses incurred for this should be reimbursed.

Full productions. These should be at the appropriate WGGB rates. Where there is no appropriate agreement, writers should either use the WGGB ITC Agreement as a guide or refer to the WGGB *Guidelines for theatre writers for profit-share or expenses-only productions* (www.writersguild.org.uk/rates-agreements and www.writersguild.org.uk/resources).

Digital productions. Fees for such work should be pro-rata with existing WGGB agreements, and licences should be time-limited (we recommend six months) and should include WGGB agreement rights on textual integrity, consultation and credit. The licence should also guarantee that the broadcast is not downloadable. In the case of a commercial gain from streaming, playwrights should also be entitled to a royalty.

Examples of benchmark figures for new digital work. Based on the current rates in the WGGB TNC, UK Theatre and Independent Theatre Council (ITC) Agreements, the fee for a 10-minute play is £1,050 for a TNC Theatre (Royal Court, National Theatre and Royal Shakespeare Company). For a UK Theatre company, fees range from £590 to £800 depending on the theatre's 'MRSL' level. Fees for plays written for ITC theatre companies are time-defined and are higher at the lower time-rates. Based on 50% of the 'under 30 minutes' ITC rate, the minimum for a 10-minute play is £500. Fees for longer and shorter plays should be pro-rata with those figures.

Curated hires. Where a prize requires the winner to hire the venue and/or meet production costs, this is better described as a 'curated hire'. Writers should exercise extreme caution when entering competitions of this kind. Even where there is an offer of producing support from the venue (eg in-kind support for a funding application, such as reduced venue hire costs), this relationship is still one in which the writer is actually hiring the venue and should therefore be regarded as a producer as well as a writer.

COMPETITION ORGANISERS' DOS AND DON'TS

WGGB recognises that many producers, publishers and other interested parties often view competitions as a way of reaching out to and supporting writers.

Following this advice will help protect writers and mark competitions as legitimate.

Do ...

Check standard industry terms for the work that you are seeking.

Think about the total value of the package.

Aim for cost-free submissions whenever possible.

Consider accessibility issues and allow for multi-format entries.

Be clear about the reason for any entry requirements based on demographics (age, location etc).

Publish full terms and conditions, including information on rights.

Provide clear and comprehensive information about:

- The nature of work being sought (eg length, genre, theme).
- The subset of writers being invited to submit (eg location-specific, stage of career).
- The nature of the award (eg cash prize, development, production).
- Submission information (eg amount and type of material, format).
- Process timeline (including submission deadline and winner announcement date).

Competition or cut-price commission?

A theatre company is seeking writers for a new development programme. They are offering £3,000 plus mentoring sessions and development workshops, leading to the production of a first draft. They reserve the right of first refusal for a production of the play.

This is a good example of a 'mixed economy' package of benefits. Importantly, no rights are being taken in the work.

Don't ...

Use competitions as a way of not employing professional writers.

Undercut existing agreements by paying less than industry rates.

Base prize funds on unsecured income including projected entry fees.

Take rights from all entrants.

Take more rights from the winner than are required for the competition itself.

GLOSSARY

Assignment

The owner of the copyright of the work, for example a writer, has the right to assign their copyright to any other person. The effect of assignment is that the person who is assigned the rights becomes entitled to use and exploit all those rights.

Copyright

The exclusive legal right, given to the originator (eg writer of a work) to print, publish, perform, film or record literary, artistic or musical material and assign the copyright.

Format rights

This relates to TV and covers the intellectual property enshrined in the TV format, for example the overall concept and branding of the show.

Licence

A form of contract based in copyright law which represents an agreement between someone who wants to use a work (eg a play, TV script) and the author of that work for a period of time.

Limited licence

A licence to an intellectual property right, including copyright, which does not grant all the rights which the owner of the intellectual property possesses.

Non-exclusive licence

This grants the licensee (eg a film production company) the right to use the intellectual property, but it means that the author of the work remains free to exploit their intellectual property and to allow any number of other licencees to exploit the same intellectual property.

Option agreement

A contract between the original owner of the work, eg a TV scriptwriter, and a producer (eg production company or broadcaster) interested in producing the work and turning it into a film or TV series.

Treatment

A treatment is a document that presents the story idea of your film, TV series etc, before writing the entire script, which highlights the most important information, eg story summary, character descriptions etc.

Credits

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Please contact us if you need a large-print or text-only version of this document.

Email: admin@writersguild.org.uk

Tel: 020 7833 0777
