

# The Flash Fiction Challenge 2019

(herein, the “Competition”, the “Contest”, or the “Contest”)

“<http://www.nycmidnight.com>” (the “Contest Website”)

*The names “NYC Midnight Movie Making Madness”, “Midnight Movie Making Madness”, “Movie Making Madness”, “NYC Midnight”; the acronyms “NYCMMMM” and “MMMM”; the tag lines “A new take on filmmaking” and “Can you make a movie in 24 hours?”; and the Internet website uniform resource locator (URL) [www.nycmidnight.com](http://www.nycmidnight.com), are all United States and international trademarks solely owned by NYC Midnight Movie Making Madness, LLC. No use of these trademarks, or any of them, is permitted, absent the express prior written permission of a Managing Member of the LLC on a case-by-case basis.*

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## “Official Rules”

### (Official Flash Fiction Challenge 2019 Rules & Participation Agreement)

This Agreement, comprised of the Official Rules of the Contest as set forth herein, is made and entered into by and between the individual registering for the Contest (hereinafter, the “Entrant”), on the one hand; and NYC Midnight Movie Making Madness, LLC (hereinafter, the “LLC”), on the other hand. By paying the entry fee and registering for the Contest, the Entrant indicates that the Entrant accepts the terms and conditions in the Official Rules as set forth herein. This Agreement and the Official Rules shall govern Entrant’s participation in “The Flash Fiction Challenge 2019,” and the intended creation by Entrant of a short story as within-described, as part of that Competition, pursuant to the provisions set forth herein. Entrant and the LLC are hereinafter referred to as the “Parties”. The Parties hereby further agree as follows:

**1. All Contestants Bound By These Rules** - Entrant hereby agrees to take part in The Flash Fiction Challenge 2019, which will be conducted by the LLC and is currently scheduled to take place between July 12, 2019 and December 15, 2019. These Official Rules (herein, “Official Rules”) apply to The Flash Fiction Challenge 2019 and to each and every Entrant who enters the Competition.

**2. Rules and Communications** - Any Entrant that enters a story in this Contest or otherwise communicates with NYC Midnight Movie Making Madness, LLC (the “LLC”) regarding this Contest, shall be deemed to have carefully read, reviewed, and specifically agreed to all of the text of these Official Rules; and also to any prior, other, and further writings of text; including, without limitation, rules and postings relating to the Contest (collectively, “Communications”) which the LLC may in the past, present, or future issue, distribute, post, or otherwise make available (collectively, “Communicate”) to prospective Contest entrants by e-mail, by mail, by fax, by hand, via Internet posting, and/or otherwise in any other manner. E-mail alone shall suffice to constitute notice to any Entrant, if and in the event that such method is elected for notice purposes by the LLC for any specific Communication. Notwithstanding the foregoing, the LLC does not and shall not solicit any entered stories (hereinafter, “Entries” or “Entered Stories”) by the mail or by other electronic means; and rather, relies upon word-of-mouth within the creative writing, screenwriting and film communities to foster further recognition of the Contest and a resulting adequacy of the number of quality Entries.

**3. Entry Fee & Entry Deadline (Individual)** - The Entry Fee is US\$48 on or before Thursday, June 6, 2019 (“Early Entry Deadline”) and US\$58 after June 6, 2019 until the final entry deadline of Thursday, July 11, 2019 (“Final Entry Deadline”). The entry fee must be **received** in full by the LLC on or before the Final Entry Deadline of Thursday, July 11, 2019 to participate in the Flash Fiction Challenge 2019. Once the registration is completed online and Entry Fee are received in full and in proper order by the LLC, a confirmation e-mail will be sent to the Entrant as identified in The Flash Fiction Challenge 2019 online registration form, to the e-mail address identified in online registration form, confirming the corresponding Entrant’s registration in the Competition. Refunds for the Entry Fee must be requested in writing by email to [feedback@nycmidnight.com](mailto:feedback@nycmidnight.com). Any refund request that is received at least 24 hours before the Contest is scheduled to start will be refunded in full within 30 days of the Refund Request date. If there are less than 24 hours before the competition is scheduled to start or if the Contest has already started, the Entry Fee will become non-refundable.

**4. Exercise of Skill** - This Contest requires an exercise of skill, only, and is NOT a game of chance in any respect whatsoever.

**5. Competition Schedule** – The Contest has a total of 4 writing challenges and 3 rounds of competition. Every registered writer is guaranteed to compete in 2 writing challenges and as many as 4 challenges based on their placement in each round. The schedule of the challenges is below:

1<sup>st</sup> round - Challenge #1: 11:59PM EDT on July 12, 2019 until 11:59PM EDT on July 14, 2019.

1<sup>st</sup> round - Challenge #2: 11:59PM EDT on September 13, 2019 until 11:59PM EDT on September 15, 2019.

2<sup>nd</sup> round - Challenge #3: 11:59PM EST on November 8, 2019 until 11:59PM EST on November 10, 2019.

3<sup>rd</sup> round - Challenge #4 : 11:59PM EST on December 13, 2019 until 11:59PM EST on December 15, 2019.

**6. 1st Round (Challenge #1: July 12, 2019 - July 14, 2019)** : Each properly-registered Entrant will be placed into a “Group” in the 1<sup>st</sup> Round which will include a number of other Entrants against whom the so-placed Entrant will initially compete. There will be up to 125 Groups in the 1<sup>st</sup> Round. Each Group will be assigned a genre, location and object as chosen by the LLC.. Each group is assigned a genre, a location and an object (“Genre, Location and Object Assignment”) that must be included in the story. Once the judging is complete, writers receive points based on what place they end up in the challenge (see below):

<b>1st Place</b> 15 points	<b>6th Place</b> 10 points	<b>11th Place</b> 5 points
<b>2nd Place</b> 14 points	<b>7th Place</b> 9 points	<b>12th Place</b> 4 points
<b>3rd Place</b> 13 points	<b>8th Place</b> 8 points	<b>13th Place</b> 3 points
<b>4th Place</b> 12 points	<b>9th Place</b> 7 points	<b>14th Place</b> 2 points
<b>5th Place</b> 11 points	<b>10th Place</b> 6 points	<b>15th Place</b> 1 point

**7. 1st Round (Challenge #2: September 13, 2019 – September 15, 2019)** : Writers compete in the same group they were placed in for Challenge #1. Writers receive a new Genre, Location and Object Assignment which must be included in their story. Writers receive points based on what place they end up in the challenge (the same points listed in above in paragraph #7). The total points from Challenge #1 and #2 are added together, and the **top 5 writers in each group advance to the 2nd Round**. For example, if a writer comes in 4th place (12 points) in Challenge #1 and 13th place (3 points) in Challenge #2, than his/her total points for the 1st Round is 15 points. If 15 points is among the top 5 highest point totals in the group, than the writer will advance to the 2nd round of the competition.

**In cases of ties**, the writer with the highest placement in either of the challenges will advance. For example, if two writers are tied for 5th place with 16 points, with one writer placing 1st (15 points) and 15th (1 point) in the challenges and the other writer placing 8th (8 points) and 9th (7 points) in their corresponding challenges, the writer who placed 1st in one of the challenges will advance because of the higher placement. If a winner can still not be decided (i.e. both writers highest placement is the same), then the writer that places higher in Challenge #2 will advance. Points are not used beyond the 1<sup>st</sup> Round of the competition, and the placement and point totals of each writer in the 1<sup>st</sup> Round will have no bearing on future rounds.

**8. 2nd Round (Challenge #3: November 8, 2019 – November 10, 2019)** : Writers are again placed randomly in Groups. There are up to 25 groups in the 2nd round. Each group receives a new Genre, Location and Object assignment that must be included in the story. The top 3 writers in each group will advance to the 3<sup>rd</sup> round of the competition.

**9. 3rd Round (Challenge #4: December 13, 2019 – December 15, 2019)** : The top 3 writers from each group in the 2nd round are placed in the final group, with a total of up to 75 writers. The group receives a new Genre, Location and Object assignment that must be included in the story. The results of the previous rounds have no effect on the judging in the 3<sup>rd</sup> Round, and the writers that are chosen as 1<sup>st</sup> Place, 2<sup>nd</sup> Place, 3<sup>rd</sup> Place, etc... in the 3<sup>rd</sup> Round will be the overall winners of the Flash Fiction Challenge 2019.

**10. Groups** - No Entrant shall gain any advantage based upon the story genre, location and object to which they are assigned. Each of the Entrants has, at the outset, an equal chance of winning their Group, subject to the requisite exercise of skill cited hereinabove. All other individuals who have entered the Flash Fiction Challenge 2019, and who are not selected as “Round Finalists” at the end of the each Round, shall be considered to have lost the Flash Fiction Challenge 2019, and shall have no right to seek to recover any Entry Fee or other consideration they may have already paid or otherwise incurred. The maximum cost to each Contest participant (“Participant”) shall be the Entry Fee paid by the Participant (not including any costs of production of any Story which such participant may bear), minus the Participant’s prizes and/or Subsidy as may be applicable. By virtue of the foregoing, each Entrant is therefore in full control of whether or not he/she wins the Prizes.

**10a. Adding Additional Writers to Groups** – If it is determined that any error(s) may have occurred in the judging process through the feedback and/or scoring which would change the list of advancing writers and our judges were not able to confirm in time for the next round to begin, all writers in question would advance to the next round. Any final

determination of judging errors, additional advancing writers, and number of participants in each heat is in the sole discretion of the LLC and any such decisions by the LLC are final, conclusive, and binding upon all Entrants.

**11. Genre, Location & Object Assignment** – In each challenge, writers are assigned a genre, location and object assignment for their stories. All stories must be 1,000 words or less, must be created within the competition periods (listed below in paragraph #16) and must include the genre, location and object assignment. The story must be written in the assigned **genre**. The list of potential genres is Action/Adventure, Comedy, Crime Capers, Drama, Fairy Tale, Fantasy, Ghost Story, Historical Fiction, Horror, Mystery, Political Satire, Romance, Romantic Comedy, Sci-Fi, Spy, Suspense, Thriller, and Open Genre. The assigned **location** (ex. baseball stadium) must be the predominant location used in the story. The assigned **object** (ex. toothbrush) must physically appear at some point in the story. For example, if your assigned object is a wig, the actual object must appear in the story rather than a character simply mentioning a wig or the words “A wig” appearing as the name of a restaurant, in a letter, or on a sign (for example). The genre, location and object assignments will be different in each challenge. **All assignments will be e-mailed to the participating writers and posted on [www.nycmidnight.com](http://www.nycmidnight.com) at the beginning of the challenge periods listed above in paragraph #5. IT IS THE RESPONSIBILITY OF ALL ENTRANTS TO MARK THE RELEVANT COMPETITION DATES IN THEIR CALENDAR SO THEY KNOW WHEN TO CHECK THE WEBSITE FOR THE ASSIGNMENTS IN CASE A COMPETITION EMAIL DOES NOT REACH THEIR INBOX.**

**12. Genre, Location & Object Compliance** - In order for an Entrant’s story to qualify for the Flash Fiction Challenge 2019, each Entrant’s story must be within the assigned Genre, the location must be the predominant location used in the story, and the object must be included at some point in the story. All decisions as to compliance with the story genre, location and object assignment are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Entrants.

**13. Story Submission Format & Deadline** – All stories must be uploaded on [nycmidnight.com](http://nycmidnight.com) and each entrant has the option of also submitting electronically via e-mail. The submission details, including the link to the file upload form and e-mail address to send the stories will be announced on [www.nycmidnight.com](http://www.nycmidnight.com) and e-mailed to every Entrant at the **start** of the challenge periods listed above in paragraph #5. The completed stories must be **received** by 11:59PM EDT at the **end** of the competition periods listed above in paragraph #5. All Entries that are not received by the LLC by the end of the competition periods will not be reviewed and will be ineligible for the Flash Fiction Challenge 2019.

**14. Story Format Requirement** – For each challenge, the LLC must receive one (1) copy of the completed Short Story as a **.doc** (Word document), **.txt** (Text File) or **.rtf** (Rich Text Format) adhering to the following format requirements. The LLC reserves the right to reject any Entry for failure to observe any format requirements.

**ELECTRONIC FILE** – In every challenge, the Story must be uploaded on [nycmidnight.com](http://nycmidnight.com) as a **.doc** (Word document), **.txt** (Text File) or **.rtf** (Rich Text Format). The name of the file must be the title of your story. For example, if the title of your Short Story was “Tennis”, then the name of your Short Story must be saved as “Tennis.doc” or “Tennis.txt”. Entrants will also have the option of submitting their story via e-mail (see paragraph #17).

**FONT** - Each individual Story must be typed in 12 point and in Courier, New Courier or Times New Roman typeface – ONLY.

**TITLE PAGE** - The Title Page of the Story must only contain the *TITLE* of the Short Story and the *BRIEF SYNOPSIS*.

**BRIEF SYNOPSIS** - The brief synopsis must be a maximum of 2 sentences and a minimum of 1 sentence. The brief synopsis serves as a description of the Story.

**ANONYMITY** - The author’s name must NOT appear anywhere in the Story, including the title page.

**LENGTH** - The maximum length for each individual Story is **1,000 words**, not including the title page. The penalties for exceeding the maximum word limits are as follows:

1-25 words over the limit:	10% penalty off total score
26-50 words over the limit:	20% penalty off total score
51-75 words over the limit:	30% penalty off total score
76-99 words over the limit:	40% penalty off total score
100+ words over the limit:	Disqualification (Judges are not required to provide feedback on disqualified submissions)

**15. Story Copyright / Registration** - Although it is not necessary for the Competition, all Entrants may want to register their stories and/or other materials with the U.S. Copyright Office ([www.copyright.gov](http://www.copyright.gov)). The LLC may receive many stories adopting similar perspectives on the same genre, location and object assignments, and therefore the LLC accepts absolutely no responsibility with respect to any copyright disputes or claimed rights conflicts which may occur or be perceived to occur. NYC Midnight Movie Making Madness, LLC, reserves the right to require each Entrant and any third-party to sign, properly execute, and deliver to the LLC such additional and further documentation as the LLC may deem appropriate with respect to any rights or issues, or any other matter relating to the Competition.

**16. Creative Development** - All “Creative Development” for the stories created must take place within the window of time between: (A) the date and time of start of each challenge (“Genre, Location & Object Announcement”); and (B) the date and time of the end of each challenge (“Story Submission Deadline”) (hereafter, the “Challenge Story Window”). The Challenge Story Window for each challenge is listed below:

<u>Challenge</u>	<u>Genre, Location &amp; Object Announcement</u>	<u>Story Submission Deadline</u>
1 <sup>st</sup> round - Challenge #1:	11:59PM EDT on July 12, 2019	11:59PM EDT on July 14, 2019.
1 <sup>st</sup> round - Challenge #2:	11:59PM EDT on September 13, 2019	11:59PM EDT on September 15, 2019.
2 <sup>nd</sup> round - Challenge #3:	11:59PM EDT on November 8, 2019	11:59PM EDT on November 10, 2019.
3 <sup>rd</sup> round - Challenge #4 :	11:59PM EDT on December 13, 2019	11:59PM EDT on December 15, 2019.

“Creative Development” includes, but is not limited to, writing an ORIGINAL synopsis and short story, from first draft to final draft, within the Challenge Story Window. No revisions or missing pages will be accepted once the first attempt at an entry has been received by the LLC. Do NOT supplement your entry with any subsequent mailings or forwarding of documents, as such will be grounds for disqualification and forfeiture of any Entry Fee. All decisions as to compliance with the Challenge Story Windows are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Entrants. The LLC naturally reserves the right to disqualify any Entries which are plagiaristic or otherwise unoriginal to the corresponding Entrant.

**17. Preparations** - The ONLY work that may take place in connection with the Contest prior to the date and time of the genre, location and object announcements in each challenge, is the preparation, execution, and submission of required documents to NYC Midnight Movie Making Madness, LLC.

**18. Disqualifications** - The LLC reserves the right to disqualify any Entrant or Entered Story that does not comply with these Official Rules and other Contest requirements from time to time communicated by the LLC.

**19. Judges** - The judges for the Competition shall be individuals with experience in the writing and/or publishing industry, such that they are qualified to select winning Stories, as determined by NYC Midnight Movie Making Madness, LLC, in its sole discretion. No one will be allowed to be a Judge if he/she has any demonstrable bias or conflict of interest with respect to any of the Contest Entrants, as determined by the LLC in its sole discretion. Entrants shall disclose in writing to the LLC any such bias or conflict of interest of which they are or become aware and which they believe may have a direct or indirect effect on Contest results, and any Entrant failure to do so may result in disqualification of the Entrant and/or the corresponding Entry. An updated list of judges will be posted on [www.nycmidnight.com](http://www.nycmidnight.com), which all Entrants are urged to regularly check.

**20. Judging Criteria & Decision of the Judges** - The fixed standard and criteria used by each of the Judges shall be instructed by the LLC to the Judges, and shall be as follows:

- 15% Format (Adherence to paragraph #14, but not including Length)
- 15% Spelling and Grammar
- 70% Story (Writing, Originality, Character Development, and Plot Development)

The same Judges may be used for several Story Groups, but not for each and every Group. The LLC reserves the right to vary the Judges on a Group by Group basis. Each Judge shall total all scores for each 1<sup>st</sup> Round Short Story and then share his/her rulings with the other Judges. Each of the Judges shall advise the LLC in writing of (A) 1<sup>st</sup> Place through 15<sup>th</sup> Place in 1<sup>st</sup> Round Groups for each challenge; (B) 1<sup>st</sup> Place through 5<sup>th</sup> Place in 2<sup>nd</sup> Round Groups; and (C) 1<sup>st</sup> Place through 10<sup>th</sup> Place in the 3<sup>rd</sup> Round Group. The Judges will be specifically instructed that “ties” between any Entrants shall not be allowed, and the Judges shall not be discharged from their function until the Entrants identified in (A) through (C) above are chosen and informed to the LLC. All Entrants are prohibited from contacting any of the Judges regarding their submissions or the Competition generally. Any such contact will be grounds for automatic disqualification and forfeiture of Entry Fees and any other monies or consideration expended.

**21. Challenge Results and Group Finalists Announcements** - All Challenge results and Group Finalists will be announced according to the schedule below:

<u>Challenge</u>	<u>Challenge Results &amp; Finalists Announcements</u>
1 <sup>st</sup> round - Challenge #1:	11:59PM EDT on September 11, 2019
1 <sup>st</sup> round - Challenge #2:	11:59PM EST on November 5, 2019
2 <sup>nd</sup> round - Challenge #3:	11:59PM EST on December 10, 2019
3 <sup>rd</sup> round – Challenge #4:	11:59PM EST on January 23, 2020

**22. Prizes & Taxes** - Entrant hereby acknowledges that participation in the Flash Fiction Challenge 2019 is without remuneration or compensation of any sort. The sole exception to this rule shall be the awards listed on [www.nycmidnight.com](http://www.nycmidnight.com) as they correspond to the Flash Fiction Challenge 2019. Taxes on any awards for the Flash Fiction Challenge 2019, and any other consideration awarded in the Contest, if any, are the sole responsibility of the winner or winners, and the LLC shall bear no liability with respect to same. It is in every Entrant's interests to ensure that all taxes on any awarded or otherwise delivered or received sums or other consideration, if any, are fully and correctly paid; including without limitation any federal or state taxes which are required to be deducted from any awarded monies, and each Entrant indemnifies and holds harmless the LLC pursuant to the indemnity provisions of these Official Rules per Rule 28 hereinbelow. In addition, all Entrants acknowledge that the LLC may require signed tax forms and/or withhold taxes from any monies if the LLC is instructed to do so by any appropriate authority, including without limitation any taxing authority and the LLC's own tax advisor(s).

**23. Issuance Of Prizes.** Any awards / prizes will be forwarded to the Entrant within thirty (30) calendar days after the later of: (1) the completion of the Flash Fiction Challenge 2019, or (2) the resulting decision of the Judges having been communicated to the LLC. Any awards / prizes are ONLY intended to be awarded and delivered to the Entrant, at the Entrant's mailing address as indicated online in the Flash Fiction Challenge 2019 Online Registration Form. It is the sole responsibility of Entrant to distribute any such prize evenly among any additional participating writers, if any.

**24. Indemnification** - Each Entrant hereby indemnifies, releases, discharges, defends, and holds the LLC (and its owners, managers, members, employees, agents, attorneys, representatives, contractors, vendors, successors and affiliates) harmless from and against any and all claims, losses, damages, obligations, expenses, penalties, settlements, litigations, judgments and any other liabilities of any kind whatsoever (including without limitation attorney's fees and costs incurred by the LLC), arising out of, from, or otherwise related to the development, creation, production, or other making or use of Entrant's entry, and any other activities which at all relate to any Entry, this Contest, or these Official Rules, including, but not limited to: (A) any third-party or other claim of any ownership right or interest in, or otherwise relating to, any Entered Story; (B) any third-party or other claim of violation of any personal right or proprietary right in connection with the Entered Story, such as defamation, libel, trade libel, slander, "name and likeness" rights, right of privacy, right of publicity, "moral rights", unauthorized exhibition, breach of contract copyright infringement, trademark infringement, and any other right or claimed right of any other kind or nature; (C) any claims for negligence, injury to persons (including wrongful death), injury to property, or any other injury which may arise out of, result from, or occur, directly or indirectly, in any way in connection with this Contest or any Entered Story; (D) any breach or other violation of these Official Rules or any other LLC Communication; and (E) any other activities by or relating to any Entered Story, Entrant, or third-party in connection with this Contest, and any other liability of any kind or nature arising out of any participation in the Contest.

**25. Rights, Clearances, and Costs** - Each Entrant hereby acknowledges that he/she is individually responsible for obtaining and/or providing all equipment, software, and all other things necessary for participation in the Contest and in connection with any Entered Story. Each Entrant shall bear all costs and expenses relating thereto, and shall be strictly responsible for any and all damages and claims (if any) relating thereto. The LLC is only agreeing to provide the Official Rules and the Contest in which each Entrant is intending to take part.

**26. Rights and Property** - The LLC shall own the Genre, Location, and Object Classifications. Entrant hereby grants NYC Midnight Movie Making Madness, LLC the absolute right to post the Entrant's Full Name, City, State or Province, Country, Title of Entry, and Logline or Synopsis of Entry on [www.nycmidnight.com](http://www.nycmidnight.com), through the LLC's mailing lists, and press releases for publicity purposes, when announcing the Challenge Winners, Group Finalists and Overall Winners of the Flash Fiction Challenge 2019. By entering The Flash Fiction Challenge 2019, the Entrant expressly grants to the LLC the right to use any images (individual or collective) taken during the creation of the Entry and/or during any of the Competition events, as well as quotes from e-mail or written submissions, for use on the LLC's website(s) or for promotional purposes.

**27. Contest Changes, If Any, and Additional Documents** - In the event that, in the LLC's discretion, circumstances so warrant, the LLC may change the Official Rules of this Contest to foster the interests of preserving as level a playing-

field as possible for all Entrants and Entries. It is accordingly the sole responsibility of each Entrant to, throughout the full duration of the Contest, frequently check the Contest Website and the Entrant's incoming e-mail, regular mail, and faxes, to ensure that any and all Communications from the LLC are received. The laws, regulations, requirements, and rules of any state or other jurisdiction may be subject to change at any time, including without limitation such time as the activities relating to this Contest may occur. Accordingly, the LLC reserves the right to make such changes to this Contest and/or these Official 1st Round Story Rules and other Communications ("Contest Changes") at any time and as the LLC may deem appropriate in its sole discretion, to the extent that such changes are made for the purpose of compliance with all such applicable laws, regulations, requirements, and rules; including without limitation termination of the Contest in the unlikely event that such drastic action is thereby made necessary. In the event of such termination, or of any claim made against the Contest or the LLC or any of its affiliates or affiliated parties by any Entrant or other person or entity (and given the large number of Entries which may ensue), the LLC's liability shall hereby be agreed to be limited to One Penny (US\$0.01) per Entrant. Such Contest Changes by the LLC may be made in a manner in which the interests of justice so dictate, as determined by the LLC in the LLC's sole discretion. The LLC shall endeavor to notify all Entrants of any such Contest Changes, if occurring. The LLC shall have the right, but not the obligation, to use Communication methods in addition to or in lieu of e-mail and the Internet, for any purpose under these Official Rules (provided that same is not specifically and expressly required to be disseminated in an alternate manner by these rules themselves). The employees, families, and affiliates of the LLC, and its Members and Managers, may not enter this Contest.

**28. Not A Talent Agency** - The LLC is an entity which conducts this Contest and Competition, and is not a talent agency. The LLC shall not be characterized as soliciting employment for any Screenwriter, Entrant, or other Contributor.

**29. Void Where Prohibited, And Applicable Laws - This Contest Is Void Where Prohibited. This Contest Is Governed By The Laws Of The United States, And All Applicable Laws Govern.** No one under the age of Eighteen (18) years may enter the 1<sup>st</sup> Round of this Contest (absent appropriate parental written consent and good cause shown therefore in the LLC's sole discretion); nor may any person enter this Contest who does not have the legal right or capacity to specifically agree to and contract with the LLC with respect to the Contest and these Official Rules. By entering this Contest, each Entrant warrants and represents to the LLC that he/she is under no legal or other impediment which would prevent or restrict his/her ability to enter and engage in activities relating to this Contest. Accordingly, it is each Entrant's responsibility to ensure that: (A) the applicable laws, regulations, requirements, and rules of his/her home state or other jurisdiction allow and permit the Entrant's entry into this Contest; and (B) there is no contractual or other legal obligation or other issue that would militate against the entry of the corresponding Entered Story into this Contest, or against such Entrant in engaging in activities relating to this Contest.

**30. No Responsibility For Electronic And Other Failures** – It is the strict responsibility of all Entrants to back up and retain copies of all Entries and other materials entered, mailed, forwarded, communicated, or otherwise transmitted; and the LLC shall not be responsible for the failure of any Entrant or other party to do so. The LLC is not and shall not be responsible for: (A) any lost, late, misdirected, mutilated, damaged, illegible, unintelligible, or otherwise ineligible entries; (B) any electronic mistakes or other mishaps including without limitation transmission errors which may result in omission of, interruption of, deletion of, defect in, delay in delivery of, theft or destruction of, unauthorized access to, or alterations of, any Entries or other materials furnished to the LLC in connection with this Contest, or any materials otherwise distributed to or intended to be distributed to or by Entrants in connection with this Contest; or (C) any network, telephone, electronic, computer, hardware or software, or other technical or machine-related malfunctions or limitations of any kind; or (D) any inaccurate transmissions of or failure to timely receive Entries or other material by the LLC or by any Entrant on account of any technical problems or traffic congestion on the Internet or at any website; or (E) any combination of the foregoing in whole or in part. If for any reason the Internet or e-mail communications relating to the Contest are not capable of running as planned, including infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, technical failures, "force majeure", or any other causes beyond the control of the LLC, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the LLC reserves the right at its sole discretion to disqualify any Entrant that tampers with this Contest, its Official Rules, and/or its and their procedures; and the LLC may terminate, modify, or suspend the Contest as a result.

**31. Warning** - Any attempt or action taken by any Entrant or other person or entity to damage any website, disrupt the process or progress of any e-mail, or otherwise undermine the legitimate operation of the Contest, may be a violation of criminal and civil laws; and, should such attempt be made or activity occur, the LLC reserves the right to disqualify such persons from the Contest and further interaction with the LLC, and seek damages and other legal and equitable relief from and with respect to any such person or entity to the fullest extent that the law will allow.

**32. Monitoring** - The LLC has the right but not the obligation to monitor the creation and/or submission of any Entered Story for compliance with any of these Official Rules and other LLC Communications, and to effect any audit, interview,

or other inquiry of any Entrant so as to endeavor to confirm compliance with same. Any failure of any Entrant to make himself/herself available for same, shall result in disqualification of the corresponding Entry, at the LLC's sole election.

**33. Mistakes and Force Majeure** - In the event of any instance in which the LLC has reason to believe that a mistake in the running of the Contest has occurred; or that one or more of the Entrants may have engaged in fraudulent activity or otherwise violated the Official Rules or other LLC Communications; or that one or more of the Entrants or other persons or entities are abusing the Contest and/or its Official Rules; or if a "force majeure" event occurs in whole or in part during the time periods cited herein, (for example but not by way of limitation, a failure of the Internet to allow for any Communication to be disseminated), which prevents or threatens to prevent the Contest from proceeding as planned, then: (A) at the LLC's election, all Subsidies must be returned by the Entrants so as to be received in full by the LLC; (B) upon receipt of the returned Subsidies, if so required by the LLC, all Entry Fees received from the Entrants, will be refunded to the Entrants as originally paid by them; and (C) the LLC may take such other and further action as the LLC in its sole discretion sees fit. Any re-scheduling of the Story Competition and prizes thereafter, if any, will be at the sole discretion of the LLC. Any Entry Fees paid or payable by any Contestant are non-refundable, irrespective of contingency (including their being non-refundable to any Finalist or Winner). If there is any disagreement as to what constitutes a "force majeure" event, then the LLC's determination shall be final, conclusive, and binding.

**34. Administrator** - The Administrator of this Contest is:

NYC Midnight Movie Making Madness, LLC  
130 7<sup>th</sup> Avenue #358  
New York, NY 10011

The Administrator shall award all prizes and retain all records relating to the Contest. No walk-in visits to the LLC are encouraged or allowed, nor are any in-person communications with the LLC. A Winners List is expected to be posted on the Internet; and additionally, may be obtained by any interested party, when available (but in any case no later than thirty [30] calendar days after the date of the selection of the Finalists), by forwarding an SASE with sufficient postage to the immediately above LLC address, provided that the SASE shall not be required from residents of any state or jurisdiction which would prohibit the requirement of same.

**35. Times** - All times given herein and otherwise are New York time (EDT), unless expressly indicated otherwise herein.

**36. Newsletter and Privacy** – The LLC will add the email address of the Entrant to the subscriber list for the NYC Midnight newsletter (hereafter "Newsletter") unless the Entrant chooses to opt-out of the Newsletter on the registration form. The Newsletter is distributed using MailChimp and contains competition announcements, winning stories, interviews, and messages from sponsors. Every Newsletter has an unsubscribe option which will remove the Entrant from all future Newsletters. Unsubscribing from the Newsletter list will not prevent any future competition emails such as submissions confirmations or feedback from the judges since the Newsletter list is kept separate from any competition lists. The LLC shall take every possible action to protect the privacy of any Entrant, including their e-mail address, and including removal of e-mail addresses from lists if requested. The LLC will never sell, rent, lease or give away any information provided on the registration form to any third party. Any individual concerned about such privacy issues can contact the LLC regarding same directly by e-mail.

**37. Documentary, If Occurring** - In addition to and without limitation to the grant of rights in Paragraph 26 hereinabove, Entrant hereby acknowledges that a "Making of The Flash Fiction Challenge 2019" film (hereinafter, the "Documentary") may be shot during the 1<sup>st</sup>, 2<sup>nd</sup> and/or 3<sup>rd</sup> Rounds of the Competition. Entrant hereby agrees to allow camera crews and others to tape and record him/her during any development and production stage of the Competition; and further agrees to provide to the LLC a signed written release, using an appropriate written release form, with the submission of the Story. However, the foregoing in no way obligates the LLC to make, exhibit, or otherwise exploit or use the Documentary.

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Entrant and any additional participating writers hereby acknowledge that he/she has read and agrees to abide by these "Official Rules". The LLC reserves the right to review and accept only those stories and other submitted materials that comply in all respects with these Official Rules.