

# The 250-word Microfiction Challenge 2020

(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 “Inspiring Challenges for Storytellers”; 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 250-word Microfiction Challenge 2020 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 250-word Microfiction Challenge 2020,” 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 250-word Microfiction Challenge 2020, which will be conducted by the LLC and is currently scheduled to take place between November 20, 2020 and February 20, 2021. These Official Rules (herein, “Official Rules”) apply to The 250-word Microfiction Challenge 2020 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\$24 on or before Thursday, October 22, 2020 (“Early Entry Deadline”) and US\$29 after October 22, 2020 until the final entry deadline of Thursday, November 19, 2020 (“Final Entry Deadline”). The entry fee must be **received** in full by the LLC on or before the Final Entry Deadline of Thursday, November 19, 2020 to participate in the 250-word Microfiction Challenge 2020. 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 250-word Microfiction Challenge 2020 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 3 rounds of competition. Every registered writer is guaranteed to compete in 1 round of competition and as many as 3 rounds based on their placement in each round. The schedule of the rounds is below:

1<sup>st</sup> Round: 11:59PM EDT on November 20, 2020 until 11:59PM EDT on November 21, 2020.

2<sup>nd</sup> Round: 11:59PM EST on January 15, 2021 until 11:59PM EST on January 16, 2021.

3<sup>rd</sup> Round: 11:59PM EST on February 19, 2021 until 11:59PM EST on February 20, 2021.

**6. 1st Round (November 20, 2020 thru November 21, 2020)** : Each properly-registered Entrant will be placed into a “Group” in the 1<sup>st</sup> Round which will include a maximum of 50 Entrants against whom the so-placed Entrant will initially compete. There will be a maximum of 150 Groups. Each Group is assigned a genre, an action, and a word (“Genre, Action, and Word Assignment”) that must be included in the story. The top 10 writers from each Group in the 1<sup>st</sup> Round will advance to the 2<sup>nd</sup> Round.

**7. 2nd Round (January 15, 2021 thru January 16, 2021)** : Writers are again placed randomly in Groups. There are a maximum of 30 Groups in the 2nd round distributed evenly with the writers advancing out of the 1<sup>st</sup> Round. Each Group receives a new Genre, Action, and Word assignment that must be included in the story. The top 5 writers in each Group in the 2<sup>nd</sup> Round will advance to the 3<sup>rd</sup> round of the competition.

**8. 3rd Round (February 19, 2021 thru February 20, 2021)** : The top 5 writers from each Group in the 2nd round are placed in the final Group, with a maximum total of 150 writers. The Group receives a new Genre, Action, and Word 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 250-word Microfiction Challenge 2020.

**9. Groups** - No Entrant shall gain any advantage based upon the story Genre, Action, and Word 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 250-word Microfiction Challenge 2020, and who are not selected as “Round Finalists” at the end of the each Round, shall be considered to have lost the 250-word Microfiction Challenge 2020, 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.

**9a. 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 Group is in the sole discretion of the LLC and any such decisions by the LLC are final, conclusive, and binding upon all Entrants.

**10. Genre, Action, and Word Assignment** – In each Round, writers are assigned a Genre, Action, and Word assignment for their stories. All stories must be created within the competition periods (listed below in paragraph #16) and must include the Genre, Action, and Word assignment. The story must be written in the assigned genre. The list of potential genres is Action and/or Adventure, Comedy, Drama, Fairy Tale and/or Fantasy, Ghost Story, Historical Fiction, Horror, Romance, Romantic Comedy, Sci-Fi, Suspense and/or Thriller, and Open Genre. The assigned action must happen within the story. The assigned word must appear in the story. The Genre, Action, and Word assignments will be different for each Group in each Round of competition. **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 rounds 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.**

**11. Genre, Action, and Word Compliance** - In order for an Entrant’s story to qualify for the 250-word Microfiction Challenge 2020, each Entrant’s story must comply with the Genre, Action, and Word Assignment as outlined below:

**Genre** – The story must be written in the assigned genre(s). If an assigned genre contains more than one genre, such as Suspense and/or Thriller, the Entrant may choose either genre or include elements of both in the story. For example, if the assigned genre is Suspense and/or Thriller, the Entrant may write a Suspense story, a Thriller story, or a story that includes elements from both the Suspense and Thriller genres.

**Action** – The assigned action must happen within the story. For example, if the assigned action is “building a sandcastle”, then the action of building a sandcastle must happen in the story. Referencing the action through dialogue only is not acceptable. For example, a character that says to a friend “Want to build a sandcastle?”, is not acceptable without the actual action of building a sandcastle taking place. The action can be physically performed by the characters, but it can also take place in a flashback or flash-forward, a memory, a hallucination, a dream, or in a character’s imagination, as long as it happens within the story.

**Word** – The assigned word must be included in the story exactly how it is spelled and continuously (no spaces), but it may be capitalized in any way the Entrant chooses and it may be part of a longer word. For example, if the assigned word is “courage”, then using the word “courageous” or “encourage” would be acceptable because it contains the exact spelling of the assigned word and it is used continuously (no spaces). Using “Courage”, “COURAGE”, or “CoUraGE”, would also be acceptable.

The Genre, Action, and Word assignment may be included in the title of the story, but it must also be included in the body of the story to qualify. A story that only includes the assigned action or word in the title, for example, is not acceptable. All decisions as to compliance with the story Genre, Action, and Word assignment are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Entrants.

**12. Story Submission Format & Deadline** – All stories must be uploaded on nycmidnight.com and each entrant has the option of also submitting electronically via e-mail. The submission details, including the link to the story submission form and e-mail address to send the stories will be announced on www.nycmidnight.com and e-mailed to every Entrant at the **start** of the rounds listed above in paragraph #5. The completed stories must be **received** by 11:59PM Eastern Time Zone 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 250-word Microfiction Challenge 2020.

**13. Maximum Length of Stories** - The maximum length for each individual story in each round is **250 words**. The official word count will be determined by the story submission form, which will be accessible to every Entrant at the start of the competition periods listed above in paragraph #5. The story submission form will not allow stories longer than 250 words to be uploaded.

**14. Story Format Requirement** – For each challenge, the LLC must receive one (1) story adhering to the following format requirements. The LLC reserves the right to reject any Entry for failure to observe any format requirements.

**ANONYMITY** - The author’s name must NOT appear anywhere in the Short Story. The author will have an opportunity to put their name on the story submission form which is submitted along with their story, but it should not appear anywhere in the story itself.

**PLAIN TEXT** – The story must be typed or pasted into the story submission form, which is plain text. All formatting such as fonts, bold, italics, or underlining, will be removed when pasting in the story submission form.

**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, Action, and Word 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 Round (“Genre, Subject & Character Announcement”); and (B) the date and time of the end of each challenge (“Story Submission Deadline”) (hereafter, the “Story Window”). The Story Window for each challenge is listed below:

<u>Round</u>	<u>Genre, Subject &amp; Character Announcement</u>	<u>Story Submission Deadline</u>
1 <sup>st</sup> Round:	11:59PM EST on November 20, 2020	11:59PM EST on November 21, 2020
2 <sup>nd</sup> Round:	11:59PM EDT on January 15, 2021	11:59PM EDT on January 16, 2021
3 <sup>rd</sup> Round:	11:59PM EDT on February 19, 2021	11:59PM EDT on February 20, 2021

“Creative Development” includes, but is not limited to, writing an ORIGINAL logline 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, Action, and Word 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:

- 10% Format (Adherence to paragraph #14, but not including Length)
- 15% Spelling and Grammar
- 75% 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 Short Story and then share his/her rulings with the LLC. The highest average score among Judges will be considered the 1<sup>st</sup> place story in the Group, the next highest average score will be considered the 2<sup>nd</sup> place story, and so on. If there is a tie among the average scores, the story with the least penalties in overall Length and Format will advance. If the Length and Format is the same, the story with the least penalties in Spelling and Grammar will advance. Finally, if the stories are still tied after comparing the Spelling and Grammar, the stories will be distributed to a new judge to determine a winner amongst the stories. 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. Results and Group Finalists Announcements** - All results and Group Finalists will be announced according to the schedule below:

<u>Rounds</u>	<u>Challenge Results &amp; Finalists Announcements</u>
1 <sup>st</sup> Round:	11:59PM EST on January 13, 2021
2 <sup>nd</sup> Round:	11:59PM EST on February 17, 2021
3 <sup>rd</sup> Round:	11:59PM EDT on March 24, 2021

**22. Prizes & Taxes** - Entrant hereby acknowledges that participation in the 250-word Microfiction Challenge 2020 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 250-word Microfiction Challenge 2020. Taxes on any awards for the 250-word Microfiction Challenge 2020, 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 24 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 250-word Microfiction Challenge 2020, 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 250-word Microfiction Challenge 2020 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, Action, and Word 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 250-word Microfiction Challenge 2020. By entering The 250-word Microfiction Challenge 2020, 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 (Eastern Time Zone), 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 250-word Microfiction Challenge 2020” 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.