

The Short Story Challenge 2010

(herein, the “Competition”, the “Contest”, or the “Short Story 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, 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 Final Round Short Story Rules”

(Official Short Story Challenge 2010 Rules & Participation Agreement – Final Round)

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 sending an e-mail to nycmmm@msn.com confirming that you have read, fully understand and agree to the terms and intend to compete in The Final Round, 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 Short Story Challenge 2010,” and the intended creation by Entrant of a Short Story as within-described, as part of that Final Round 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 Final Round of The Short Story Challenge 2010, which will be conducted by the LLC and is currently scheduled to take place between March 12 and March 13, 2010. These Official Final Round Short Story Rules (herein, “Official Short Story Rules”) apply to The Short Story Challenge 2010 and to each and every Entrant who enters the Short Story Competition.
- 2. Rules and Communications** - Any Entrant that enters a Short Story in this Short Story Contest or otherwise communicates with NYC Midnight Movie Making Madness, LLC (the “LLC”) regarding this Short Story 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 Final Round of the Short Story Contest (collectively, “Communications”) which the LLC may in the past, present, or future issue, distribute, post, or otherwise make available (collectively, “Communicate”) to prospective Short Story 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 Short Stories (hereinafter, “Entries” or “Entered Short Stories”) by the mail or by other electronic means; and rather, relies upon word-of-mouth within the screenwriting and film communities to foster further recognition of the Short Story Contest and a resulting adequacy of the number of quality Entries.
- 3. Exercise of Skill** - This Short Story Contest, including its Final Round activities, requires an exercise of skill, only, and is NOT a game of chance in any respect whatsoever.

4. Genre & Subject Announcement - All participants competing in the Final Round will receive the same Genre and Subject for their Final Round Short Story. The Genre and Subject will be e-mailed to the finalists from nycmmm@msn.com at approximately 11:59 PM EST (NYC Time) on March 12. It is the sole responsibility of the participant to check their incoming e-mails for their genre and subject announcement. The list of possible Genres for the Final Round is below:

Genres

Action/Adventure	Drama	Ghost Story	Mystery	Romantic Comedy	Suspense
Comedy	Fairy Tale	Historical Fiction	Political Satire	Sci-Fi	Thriller
Crime Caper	Fantasy	Horror	Romance	Spy	Open Genre

Warning! Do NOT adopt any of the above Genres unless and until assigned to it by the LLC!

5. Subject And Genre Compliance - In order for an Entrant to qualify as a potential "Winner" of the Short Story Challenge 2010, each Entrant's Entered Final Round Short Story must be within the assigned Genre, and the plot must revolve around the assigned Subject. All decisions as to compliance with the Short Story Subject and Genre Announcement are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Entrants.

6. Creative Development - All "Creative Development" must take place within the window of time between: (A) the date and time of the Short Story Genre and Subject Announcement on March 12; and (B) the Final Round Short Story Submission Deadline of 11:59PM (NYC Time) on March 13, 2010 (hereafter, the "Final Round Short Story Window"). "Creative Development" includes, but is not limited to, writing an ORIGINAL brief synopsis and Short Story within the Final Round Short 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 Short Story Entry Fee. All decisions as to compliance with the Final Round Short Story Window 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.

7. Preparations - The ONLY work that may take place in connection with the Short Story Contest prior to the date and time of the Short Story Subject and Genre Announcement, is the preparation, execution, and submission of required documents to NYC Midnight Movie Making Madness, LLC.

8. Short Story Format Requirement – 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 – The Short Story must be sent 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.

FONT - Each individual Short 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 Short 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 (and no longer than one-half page in length). The brief synopsis serves as a description of the Short Story.

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

LENGTH - The maximum length for each individual Short Story is **2,500 words**, not including the title page. The penalties for exceeding the maximum word limits are as follows:

- 1-25 words over the 2,500 word limit : 10% penalty
- 26-50 words over the 2,500 word limit : 20% penalty
- 51-75 words over the 2,500 word limit : 30% penalty
- 76-99 words over the 2,500 word limit : 40% penalty

100+ words over the 2,500 word limit : Disqualification

9. Final Round Short Story Submission Format & Deadline – All short stories must be submitted electronically via e-mail and uploaded on www.nycmidnight.com. The submission details, including the e-mail address to send the stories will be announced on www.nycmidnight.com and e-mailed to every registered participant on March 12, 2010. The completed Final Round Short Story must be **received** by 11:59PM (NYC Time) on March 13, 2010. All Entries that are not received by the LLC by March 13, 2010 will not be reviewed and will be ineligible for the Short Story Challenge 2010.

10. Short Story Copyright / Registration - Although it is not necessary for the Short Story Competition, all Entrants may want to register their Short Story and/or other materials with the U.S. Copyright Office (www.copyright.gov). The LLC may receive many Short Stories adopting similar perspectives on the same Short Story Subject and Genre Announcements, 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 Short Story Competition.

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

12. Judges - The Final Round judges for the Short Story Competition shall be individuals with experience in the writing and/or publishing industry, such that they are qualified to select winning Short 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 Short Story 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 Short Story 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, which all Entrants are urged to regularly check.

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

10%	Format (Adherence to Paragraph #8)
90%	Story (Writing, Originality, Character Development, and Plot Development)

Each of the Judges shall meet and confer, share their respective rulings with each other, and thereafter advise the LLC in writing of: (A) The "Grand Prize Winner" ; and (B) The 1st Runner-Up through the 9th Runner-Up. Unanimity of the Judges' decision is not required - only a simple majority. 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 10 Entrants identified in (A) through (B) 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.

14. Final Round Winners Announcement - The Final Round Winners will be announced by 11:59PM EST on April 8, 2010 via e-mail and on www.nycmidnight.com (hereinafter, the "Website"), on a posting to the Website.

15. Prizes & Taxes - Entrant hereby acknowledges that participation in the 2nd Round of the Short Story Challenge 2010 is without remuneration or compensation of any sort. The sole exception to this rule shall be the awards listed on www.nycmidnight.com as they correspond to the Short Story Challenge 2010. Taxes on any awards for the Short Story Challenge 2010, and any other consideration awarded in the Short Story 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 Final Round Short Story Rules per Rule 17 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).

16. Issuance Of Prizes. Any awards / prizes will be forwarded to the Entrant as listed on the Short Story Challenge 2010 Online Registration Form within thirty (30) calendar days after the later of: (1) the completion of the Short Story Challenge 2010, 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 Short Story Challenge 2010 Online Registration Form. It is the sole responsibility of Entrant to distribute any such prize evenly among any additional participating writers, if any.

17. 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 Short Story 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 Short Story; (B) any third-party or other claim of violation of any personal right or proprietary right in connection with the Entered Short 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 Short Story Contest or any Entered Short 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 Short Story, Entrant, or third-party in connection with this Short Story Contest, and any other liability of any kind or nature arising out of any participation in the Short Story Contest.

18. 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 Short Story Contest and in connection with any Entered Short 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 Short Story Contest in which each Entrant is intending to take part.

19. Rights and Property - The LLC shall own the Subject and Genre Classifications. Entrant hereby grants NYC Midnight Movie Making Madness, LLC the absolute right to post the Entrant's name and e-mail address, Title of Entry, and Brief synopsis of Entry on www.nycmidnight.com, through the LLC's mailing lists, and press releases for publicity purposes, when announcing the Final Round Finalists, Runners-Up, and Grand Prize Winner of the Short Story Challenge 2010. By entering The Short Story Challenge 2010, 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. Any tangible copy of any material delivered or otherwise forwarded to the LLC under these Official Final Round Short Story Rules or otherwise in connection with this Short Story Contest, shall automatically upon receipt become the sole and exclusive property of the LLC for all times and for all purposes, and cannot under any circumstances be returned.

20. Short Story 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 Short Story 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 Short Story 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 Short Story Contest may occur. Accordingly, the LLC reserves the right to make such changes to this Short Story Contest and/or these Official Final Round Short Story Rules and other Communications ("Short Story 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 Short Story 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 Final Round Short Story 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 Short Story Contest.

21. Not A Talent Agency - The LLC is an entity which conducts this Short Story 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.

22. Void Where Prohibited, And Applicable Laws - This Short Story Contest Is Void Where Prohibited. This Short Story 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 Final Round of this Short Story Contest (absent appropriate parental written consent and good cause shown therefore in the LLC's sole discretion); nor may any person enter this Short Story Contest who does not have the legal right or capacity to specifically agree to and contract with the LLC with respect to the Short Story Contest and these Official Rules. By entering this Short Story 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 Short Story 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 Short Story Contest; and (B) there is no contractual or other legal obligation or other issue that would militate against the entry of the corresponding Entered Short Story into this Short Story Contest, or against such Entrant in engaging in activities relating to this Short Story Contest.

23. 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 Short Story Contest, or any materials otherwise distributed to or intended to be distributed to or by Entrants in connection with this Short Story 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 Short Story 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 Short Story Contest, the LLC reserves the right at its sole discretion to disqualify any Entrant that tampers with this Short Story Contest, its Official Rules, and/or its and their procedures; and the LLC may terminate, modify, or suspend the Short Story Contest as a result.

24. 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 Short Story 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 Short Story 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.

25. Monitoring - The LLC has the right but not the obligation to monitor the creation and/or submission of any Entered Short Story for compliance with any of these Official Rules and other LLC Communications, and to affect 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.

26. 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 Short Story 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 Short Story 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 Short Story

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 Short Story Entry Fees received from the Entrants participating in the Final Round, 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 Short 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 Final Round Finalist or Short Story Grand Prize 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.

27. Administrator - The Administrator of this Short Story Contest is:

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

The Administrator shall award all prizes and retain all records relating to the Short Story 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 Final Round 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.

28. Times - All times given herein and otherwise are New York time, unless expressly indicated otherwise herein.

29. Privacy - 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 databases if requested. Any individual concerned about such privacy issues can contact the LLC regarding same directly by e-mail.

30. Documentary, If Occurring - In addition to and without limitation to the grant of rights in Paragraph 19 hereinabove, Entrant hereby acknowledges that a "Making of The Short Story Challenge 2010" film (hereinafter, the "Documentary") may be shot during the Final Round of the Short Story 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 Final Round Short Story. However, the foregoing in no way obligates the LLC to make, exhibit, or otherwise exploit or use the Documentary.

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