

The Short Story Challenge 2024

(herein, the “Competition”, 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, are all United States and international trademarks and service marks solely-owned by NYC Midnight Movie Making Madness, LLC (the “LLC”). No use of these trademarks or service marks, or any of them, is permitted, absent the express prior written permission of a Managing Member of the LLC rendered, if at all, on a case-by-case basis.

All text and other material appearing within and otherwise posted or distributed in connection with the Contest is:

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Official Rules

(The Official Rules And Participation Agreement For “The Short Story Challenge 2024”)

This agreement (“Participation Agreement”, or “Agreement”) is comprised of the official rules (“Official Rules”) of the Contest set forth herein, and is made and entered into by and between the individuals entering and registering for the Contest (hereinafter, the “Entrant” or “Contestant”, or in the plural number the “Entrants” or “Contestants”), on the one hand; and **NYC Midnight Movie Making Madness, LLC (the “LLC”)**, on the other hand. By paying the below-required Entry Fee and entering and registering for the Contest pursuant to these Official Rules (hereafter, “Registration”), the Entrant thereby indicates that the Entrant accepts the conditions of these Official Rules and this Participation Agreement as set forth herein and as may be amended of necessity by the LLC during the Competition as further described hereinbelow. This Participation Agreement and the Official Rules shall govern Entrant’s participation in **“The Short Story Challenge 2024”**, and the intended creation by Entrant of a short story (the “Entered Material”, “Entered Story”, or simply, “Entry” or “Story”) as within-described as part of the Competition, pursuant to the provisions hereof. Entrant and the LLC are sometimes hereinafter referred to as the “Parties” hereto, or, in the singular number as the context may require or suggest, as a “Party” hereto. The Parties hereby further agree as follows.

1. All Entrants Are Bound By These Rules. The Entrant hereby agrees to take part in **“The Short Story Challenge 2024”**, which will be conducted and administered by the LLC and is currently scheduled to take place between January 19, 2024 and September 12, 2024. These Official Rules apply to **“The Short Story Challenge 2024”** and to each and every Entrant who enters the Competition.

2. Rules, and Communications. Any Entrant who enters a Story in this Contest or otherwise communicates with 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 this Participation Agreement, and also to any prior, other, and further writings of text including without limitation, all further rules and postings relating to the Contest (collectively, “Communications”), which the LLC may have in the past or may in the present or future issue, circulate, disseminate, distribute, notify, post, upload, publish, or otherwise make available (collectively, “Communicate”) to Entrants as well as prospective Contest entrants by e-mail, by hand, *via* Internet posting, and/or otherwise in any other manner. E-mail alone shall suffice to constitute notice to any Entrant or prospective entrant, if and in the event that e-mail is elected for notice purposes by the LLC for any specific

Communication. The LLC does not make it a practice to solicit entered Stories (“Entries”) by the mail or by electronic means, other than the LLC’s advertisement of competitions on-line from time to time. Additionally, the LLC 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 in the LLC’s estimation.

3. Entry Fee, And Entry Deadline (Individual). The entry fee (“Entry Fee”) is US\$55 on or before 11:59 PM New York time on **Thursday, December 14, 2023** (the “Early Entry Deadline”), or, alternatively, US\$65 after the Early Entry Deadline until the Final Entry Deadline of 11:59 PM New York time on **Thursday, January 18, 2024** (the “Final Entry Deadline”). The Entry Fee must be **received** in full by the LLC, (subject to any discounts elected by the LLC to be made available by the LLC, if any), on or before the Final Entry Deadline in order for the prospective entrant paying same to participate in “**The Short Story Challenge 2024**” and thereupon be designated as an “Entrant”. Once the Registration is properly completed, submitted, and received by the LLC on-line and once the Entry Fee is received in full by the LLC, then the Entrant shall be deemed “Registered”, and a confirmation e-mail indicating same will be sent to the Entrant as identified in “**The Short Story Challenge 2024**” on-line registration form, to the e-mail address identified by the Entrant in the on-line registration form, confirming that Entrant’s Registration in the Competition. All Entrants must have an active and valid e-mail account and e-mail address in order to be able to enter the Competition. It is and will remain the Entrant’s sole responsibility to regularly monitor that e-mail account and address and all other of Entrant’s lines of communication for all times during and throughout the full pendency of the Competition. Additionally, the LLC is not responsible for any technological mishaps which may delay or prevent the completion of a prospective entrant’s registration. It is the Entrant’s sole responsibility to secure and retain the confirmation e-mail confirming the Registration once made.

4. Refunds; One Registration Per Entrant. Subject to the provisions of Paragraph 11 hereinbelow, any refunds of an Entry Fee must be requested in writing by e-mail with good cause shown to: feedback@nycmidnight.com

Any refund request (“Refund Request”) determined by the LLC to be valid and which is received by the LLC at least twenty-four (24) hours prior to the commencement time of the Contest as determined by the LLC (“Contest Commencement Time”) will be refunded in full to the Entrant within thirty (30) calendar days of the date that the LLC receives the Refund Request. However, once there are fewer than twenty-four (24) hours before the Contest Commencement Time, or if the Contest has already commenced, all Entry Fees shall automatically be deemed to become non-refundable. Without limitation to the foregoing, the LLC has the right, but not the obligation, to extend the time-period within which an Entrant may seek a refund for the specific case of an Entrant having inadvertently made duplicative Entries - but only upon specific written request for same explaining the circumstances of the duplicative Entry or Entries, absent which the LLC shall have no obligation to return the duplicative Entry Fees, and it being further understood that it is the Entrant’s sole responsibility and not the LLC’s to ensure that only one (1) registration per competition shall be made by an Entrant.

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

6. Competition Schedule. Subject to the further provisions of these Official Rules: (A) the Contest has four (4) rounds (“Rounds”, or in the singular number, a “Round”) of competition, and (B) every Registered Entrant writer (hereafter, “Writer-Entrant”) is guaranteed to compete in at least one (1) Round of competition and as many as four (4) Rounds, based upon their performance and placement in each Round as described hereinbelow. The schedule of the Rounds is as follows:

First (1st) Round: 11:59 PM NY Time on January 19, 2024 until 11:59 PM NY Time on January 27, 2024.

Second (2nd) Round: 11:59 PM NY Time on April 11, 2024 until 11:59 PM NY Time on April 14, 2024.

Third (3rd) Round: 11:59 PM NY Time on June 7, 2024 until 11:59 PM NY Time on June 9, 2024.

Fourth (4th) Round: 11:59 PM NY Time on July 26, 2024 until 11:59 PM NY Time on July 27, 2024.

7. First (1st) Round (January 19, 2024 through January 27, 2024). Each properly-Registered Writer-Entrant will be placed into a “Group” in the First (1st) Round which will include a number of other Entrants against whom the so-placed Writer-Entrant will initially compete in response to a challenge. There will be a maximum of Two Hundred Fifty (250) Groups in the First (1st) Round, distributed as numerically-evenly as possible based upon the number of Writer-Entrants and Groups. Each Group will be assigned a genre, a subject, and a character (“Genre, Subject, and Character Assignment”), each of which must be included in the Story rendered in the Round. The top ten (10) Writer-Entrants from each Group in the First (1st) Round so adjudged as “First-Round Finalists” and “Group Finalists”, will advance to the Second (2nd) Round of the Competition upon announcement by the LLC of the challenge results.

8. Second (2nd) Round (April 11, 2024 through April 14, 2024). Writer-Entrants will again be placed randomly in Groups. There will be a maximum of fifty (50) Groups in the Second (2nd) Round, distributed with the Writer-Entrants advancing out of the First (1st) Round as numerically-evenly as possible based upon the number of Writer-Entrants and Groups. Each Group will receive a new Genre, Subject, and Character Assignment that must be included in the Story rendered in the Round in response to a challenge. The top five (5) Writer-Entrants in each Group in the Second (2nd) Round so adjudged as “Second-Round Finalists” and “Group Finalists”, will advance to the Third (3rd) Round of the Competition upon announcement by the LLC of the challenge results.

9. Third (3rd) Round (June 7, 2024 through June 9, 2024). Writer-Entrants will again be placed randomly in Groups. There will be a maximum of ten (10) Groups in the Third (3rd) Round, distributed with the Writer-Entrants advancing out of the Second (2nd) Round as numerically-evenly as possible based upon the number of Writer-Entrants and Groups. Each Group will receive a new Genre, Subject, and Character Assignment that must be included in the Story rendered in the Round in response to a challenge. The top five (5) Writer-Entrants in each Group in the Third (3rd) Round so adjudged as “Third-Round Finalists” and “Group Finalists”, will advance to the Fourth (4th) Round of the Competition upon announcement by the LLC of the challenge results.

10. Fourth (4th) Round (July 26, 2024 through July 27, 2024). All Entrants further subscribe to the following:

A. The Fourth (4th) Round Group. The top five (5) Writer-Entrants from each Group in the Third (3rd) Round will be placed in the final Fourth (4th) Round Group, with a maximum total of Fifty (50) Writer-Entrants placed in the final Fourth (4th) Round Group. The Group will receive a new Genre, Subject, and Character Assignment that must be included in the Story rendered in the Round in response to a challenge. **The results of the previous Rounds have no effect on the judging of the Fourth (4th) Round.** The Writer-Entrants that are chosen as “First (1st) Place”, “Second (2nd) Place”, and “Third (3rd) Place” out of the Fourth (4th) Round will be declared “Fourth-Round Finalists”, “Group Finalists”, and therefore the three (3) principal overall winners (“Winners”) of “**The Short Story Challenge 2024**”, upon the first date of announcement (“Final Round Winners Announcement”) by the LLC of the Final Round challenge results (“Final Round Winners Announcement Date”). That said, the LLC normally will announce a “Top 10” as winners of any given competition, and additionally the LLC reserves the right to bestow, but has no obligation to bestow, such additional recognitions and accolades upon runners-up as the LLC may deem appropriate under the circumstances.

B. Ties And Tie-Breaking. While judging processes have been engineered to militate against the possibility of ties, it is nevertheless possible that judging may result in ties between Entrants under unusual circumstances. The LLC reserves the right to amend award announcements accordingly if any tie occurs, including without limitation, at the LLC's election in each case: (I) an LLC decision to "break" a tie and declare a single winner based upon a per-judge assessment of which of the tied Entries received the greater or greatest number of "high-scores" from the respective Judges; or (II) an LLC decision in *lieu* that the tied Entries instead remain tied, such that any corresponding prize-money is thereafter evenly-divided as between the tied Entries.

11. Groups, Round Finalists, Losses, And Costs. The Contest adheres to the principle of utmost fairness and a level playing-field. No Entrant shall gain any advantage relative to other Entrants based upon the Story Genre, Subject, and Character Assignment which is assigned to the Entrant. Each of the Entrants has, at the outset, an equal chance of winning their Group, subject to the requisite exercise of their skill as cited at Paragraph 5 hereinabove. All other individuals who have entered "**The Short Story Challenge 2024**" and who are not selected as "Round Finalists" at the end of each Round, shall be thereupon considered ineligible to be designated a Winner of "**The Short Story Challenge 2024**" and shall have no right to seek to recover any Entry Fee or other consideration that 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 shall bear solely and alone), minus the Participant's prize, award, accolade, or other recognition as may be applicable. By virtue of the foregoing, each Entrant is therefore in full control of whether or not the Entrant wins any prize, award, accolade, or other recognition.

12. Judging Errors, Cancellations, Force Majeure Events, Incomplete Results, And Adjustments. If the LLC learns or determines through the feedback, scoring, or otherwise that any error or errors may have occurred in the judging processes which would alter the list of advancing Writer-Entrants between any Rounds or as Contest Winners, or if a previously-scheduled Round is cancelled for any reason, or if a *force majeure* event occurs which in the LLC's estimation adversely affects the judging or other administration of the Competition as described in Paragraphs 31, 34 and 37 hereinbelow, or if the Contest Judges are not otherwise able to confirm accurate results in time for a next Round to begin, then, barring the occurrence of a scheduling redesignation by the LLC in response thereto as described in Paragraphs 31, 34, and 37 hereinbelow, the LLC instead: (A) may elect to advance all Writer-Entrants affected thereby to the next Round, as applicable, (B) may elect to add or subtract additional Writer-Entrants to or from Groups, and (C) may elect to effect such other changes to the numerical requirements of Paragraphs 6 through 10 hereinabove as the LLC believes are in the best interests of fairness and the competition, it being understood that no diminution in the total prize money for that year's competition shall be made thereby. It is further understood that any final determination of judging errors, cancellation of a round, an event of *force majeure*, additional advancing Writer-Entrants, or the number of participants in each Group, shall remain in each case subject to the sole discretion of the LLC. Any such decisions by the LLC when made shall be final, conclusive, and binding upon all Entrants.

13. Genre, Subject, and Character Assignments. In each Round, Writer-Entrants are assigned a Genre, Subject, and Character Assignment for their Stories to be rendered in that Round. All Stories must be created within the Competition time-periods (as listed hereinbelow at Paragraph 20) and must include and incorporate the Genre, Subject, and Character Assignment as determined by the Judges (as below-defined) and the LLC.

First, the Story must be written in the assigned **Genre**. The list of potential Genres is as follows:

I. "Action/Adventure"

- II. “Comedy”
- III. “Crime Caper”
- IV. “Drama”
- V. “Fairy Tale”
- VI. “Fantasy”
- VII. “Ghost Story”
- VIII. “Historical Fiction”
- IX. “Horror”
- X. “Mystery”
- XI. “Political Satire”
- XII. “Romance”
- XIII. “Romantic Comedy”
- XIV. “Sci-Fi”
- XV. “Spy”
- XVI. “Suspense”
- XVII. “Thriller”
- XVIII. “Open Genre”.

Second, the assigned **Subject** must be integral to the plot of the story.

Third, the assigned **Character** must be a relevant character in the story, but does not have to be the main character.

The Genre, Subject, and Character Assignments will normally be different for each Group in each Round of competition. All Genre, Subject, and Character Assignments will be e-mailed to the participating Writer-Entrants and posted at the NYC Midnight website (“NYC Midnight Website”) located at:

www.nycmidnight.com

at the beginning of the Rounds listed hereinabove in Paragraph 6. **IT IS THE STRICT RESPONSIBILITY OF ALL ENTRANTS TO MARK THE RELEVANT COMPETITION DATES IN THEIR CALENDARS SO THAT THEY KNOW WHEN TO CHECK THE NYC MIDNIGHT WEBSITE FOR THE GENRE, SUBJECT, AND CHARACTER ASSIGNMENTS, IN THE EVENT THAT A COMPETITION E-MAIL DOES NOT REACH THEIR E-MAIL IN-BOX! THE LLC BEARS NO RESPONSIBILITY WHATSOEVER FOR GENRE, SUBJECT, AND CHARACTER ASSIGNMENTS WHICH DO NOT REACH AN ENTRANT’S E-MAIL IN-BOX.**

14. Genre, Subject, and Character Assignment Compliance. As above, in order for a Writer-Entrant’s Story to qualify for “**The Short Story Challenge 2024**”, each Writer-Entrant’s Story must be within the assigned Genre, the Subject must be integral to the plot of the story, and the Character must be a relevant character in the story – further subject to each of the requirements communicated in each of the LLC’s assignment e-mails, and each of the requirements communicated in the FAQ section of the LLC’s website. All decisions as to compliance with the Story Genre, Subject, and Character Assignment are within the sole discretion of the Judges and, ultimately, the LLC. Any such LLC decisions are final, conclusive, and binding upon all Entrants.

15. Short Story Submission Format And Deadline. All Stories must be uploaded on:

www.nycmidnight.com

in the manner as directed on that Internet website.

The submission details, including the link to the file-upload form, will be announced on:

www.nycmidnight.com

and also e-mailed to every Entrant at the **start** of the Rounds listed in Paragraph 6 hereinabove. The completed Stories must be **received** by 11:59 PM New York time at the **end** of the Competition periods listed hereinabove in Paragraph 6. All Entries that are not received by the LLC by the end of the Competition periods listed hereinabove in Paragraph 6 (“Belated Submissions”), will not be reviewed for competition purposes and will be ineligible for “**The Short Story Challenge 2024**”. Subject to the foregoing, the LLC may from time-to-time elect to receive and review certain Belated Submissions post-deadline on an informal basis, and may also elect to provide feedback from Judges in response to such material on an informal basis, it being nevertheless understood that the LLC is under no obligation to do so, and it being further understood that no Belated Submissions will be allowed to advance to a subsequent round in any given competition.

16. Maximum Length Of Stories. The maximum length for each individual story is different in each round of competition as outlined below. In the 1st Round, the maximum length of the stories is Two Thousand Five Hundred (2,500) words. In the 2nd Round, the maximum length is Two Thousand (2,000) words. In the 3rd Round, the maximum length is Fifteen Hundred (1,500) words. In the 4th Round, the maximum length is One Thousand Two Hundred Fifty (1,250) words. The title page is not included in the word count and there is no minimum number of words.

17. Short Story Format Requirement. For each challenge in each Round, the LLC must receive one (1) copy of the completed Short Story, in each case otherwise fully adhering to the following further format requirements. The LLC reserves the right in the LLC’s discretion to reject any Entry for failure to observe any format requirements.

ELECTRONIC FILE - The Short Story must be sent as a **.doc** (Word document 97-2003), **.docx** (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”.

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 its *BRIEF SYNOPSIS*.

BRIEF SYNOPSIS - The brief synopsis must be a maximum of two (2) sentences and a minimum of one (1) sentence. The brief synopsis serves as a description of the Short Story.

ANONYMITY - The author’s name must NOT appear anywhere in the title page or anywhere else in the Short Story.

IMAGES – The Short Story must contain no illustrations, pictures, or other visual images other than text alone.

TEXT AND BACKGROUND – The Short Story must be rendered using black-character text superimposed against a white background.

LANGUAGE – The Short Story must be in the English language. Other languages may be used in the Short Story, but context should be provided if non-English languages are used, since there is no certainty that an English-speaking Judge will understand the text otherwise. The LLC bears no responsibility if any portion of an Entry is unintelligible to Judges.

LENGTH - The maximum length for each individual Short Story is **outlined in Paragraph 16 hereinabove**, not including the title page. The penalties for exceeding the maximum word limits are as follows:

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|-----------------------------|---|
| 1-25 words over the limit: | Ten Percent (10%) penalty off the total score. |
| 26-50 words over the limit: | Twenty Percent (20%) penalty off the total score. |
| 51+ words over the limit: | Disqualification |

18. Story Copyright, Registration, Disclaimer Of LLC Liability, And Additional Documents. Although it is not necessary for the purposes of the Competition, all Entrants may seek to register their Stories and/or other materials with the U.S. Copyright Office (USCO):

www.copyright.gov

provided that the USCO deems the material registrable. The LLC offers no opinion to any Entrant as to whether any particular item may be deemed registrable by the USCO, or if any item needs to be registered with the USCO. The LLC provides no legal advice to Entrants and no assistance to Entrants who may be seeking to file material with the USCO. Additionally, as a condition of entry in the Contest, all Entrants acknowledge that the LLC may receive multiple Stories adopting similar perspectives on the same Genre, Subject, and Character Assignments. 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 at any time such additional and further documentation as the LLC may deem appropriate with respect to any rights issues, or any other matter relating to the Entries or the Competition. An Entrant failure to provide additional documentation when requested by the LLC, shall be, at the LLC's further election, grounds for disqualification from the Competition and forfeiture of any Entry Fee along with any monies or other consideration expended or incurred.

19. Exclusivity And "Hold-Back". In order to qualify as an Entrant in the Competition, and in order to qualify as a "Round Finalist", "Group Finalist", or "Winner" in the Competition if and as thereafter applicable, an Entrant **may not** publish, upload, broadcast, disseminate, or otherwise distribute in whole or in part the Entrant's Entry (through third-parties or otherwise), the Entrant **may not** self-publish the Entrant's Entry, and the Entrant **may not** cause the publication, merchandising, or licensing of the Entry or otherwise cause the Entry to be publicly disclosed in whole or in part (all, collectively referred to hereinafter as "Disclosed") at any time within the **ten (10) calendar day period** ("Exclusivity Period") following the first date of winner announcements for each successive round, respectively. Accordingly:

(A). First (1st) Round Story Disclosure. First (1st) Round stories may only be Disclosed after the ten (10) calendar day period following the first date of First (1st) Round winner announcements.

(B). Second (2nd) Round Story Disclosure. Second (2nd) Round stories may only be Disclosed after the ten (10) calendar day period following the first date of Second (2nd) Round winner announcements.

(C). Third (3rd) Round Story Disclosure. Third (3rd) Round stories may only be Disclosed after the ten (10) calendar day period following the first date of Third (3rd) Round winner announcements.

(D). Fourth (4th) Round Story Disclosure. Fourth (4th) Round stories may only be Disclosed after the ten (10) calendar day period following the first date of Fourth (4th) Round winner announcements.

This foregoing prohibitions on Entrant self-publishing and other publishing includes, without limitation, a prohibition against the Entrant publishing the Entry in whole or in part on the Entrant’s own personal website, with “handles”, with “hashtags”, through URLs, and on social media pages. In the event that all or any part of the Entry is already on-line in whole or in part contemporaneously with the submission of the Entry to the LLC for the purposes of this Contest, then the Entrant must remove all of the text and content of the Entry from such publication for the full duration of the applicable Exclusivity Period. Each Entrant specifically acknowledges, understands, and agrees that in the event of any violation of the Entrant’s Exclusivity Period commitment to the LLC and to the Competition hereunder: (I) NYCM may elect to disqualify the Entrant from the Competition, and (II) the Entry Fee along with any monies or other consideration expended or incurred, may be thereby forfeited by Entrant. Subject to the foregoing, subject to any rights licensed or conferred herein, and subject to the remaining provisions of these Official Rules, an Entrant may make any further use of the Entrant’s material that the Entrant sees fit after the expiration of the Exclusivity Period applicable to the subject material. However, it is specifically understood that an Entrant’s sharing of their Entry in whole or in part on the private review forum owned and operated by the LLC currently located at <https://forums.nycmidnight.com/> (the “Forum”) in order to seek substantive feedback on the Entry material from other writers while competition judging is taking place, shall not itself be deemed to violate the Exclusivity Period or the provisions of this Paragraph 19 of the Official Rules otherwise: (a) given that the Forum is not accessible to guests or other members of the public apart from registered users of the Forum, and (b) given that the Forum is not accessible to Internet search-engines.

20. Creative Development, Corrections, And Originality. All Entrants further subscribe to the following:

A. Story Window. All “Creative Development” for the content created for the Competition **must** take place within the specific window of time (the “Story Window”) between: (I) the date and time of start of each Round (that is, the date and time of the “Genre, Subject, and Character Announcement” for that Round); and (II) the date and time of the end of each challenge (that is, the “Story Submission Deadline” for that Round).

B. Deadlines. The Story Window and Story Submission Deadline for each challenge is as follows:

<u>Round</u>	<u>Genre/Subject/Character Announcement</u>	<u>Story Submission Deadline</u>
First (1 st) Round:	11:59 PM NY Time on January 19, 2024.	11:59 PM NY Time on January 27, 2024.
Second (2 nd) Round:	11:59 PM NY Time on April 11, 2024.	11:59 PM NY Time on April 14, 2024.
Third (3 rd) Round:	11:59 PM NY Time on June 7, 2024.	11:59 PM NY Time on June 9, 2024.
Fourth (4 th) Round:	11:59 PM NY Time on July 26, 2024.	11:59 PM NY Time on July 27, 2024.

C. Creative Development. For the purposes of the foregoing, “Creative Development” includes, but is not limited to, writing an ORIGINAL Short Story, from first draft to final draft, within the Challenge Story Window. Corrections to an Entry can normally be made by an Entrant prior to the Story Submission Deadline, in which case the LLC will address the most recent pre-Deadline upload of content for judging purposes. However, while the LLC reserves the right to treat same as a “Belated Submission” pursuant to Paragraph 15 hereinabove, it is strongly recommended that you **do NOT supplement your entry post-deadline with any subsequent mailings or forwarding of documents, as such will be grounds for disqualification from any possible advancement to a subsequent Round, and forfeiture of any Entry Fee along with any monies or other consideration expended or incurred.** All decisions as to compliance with the Challenge Story Windows are within the sole discretion of the LLC, and any such LLC decisions are final, conclusive, and binding upon all Entrants.

D. Prohibition On Artificial Intelligence (AI). Additionally, the LLC naturally reserves the right to disqualify any Entries which are plagiaristic or otherwise unoriginal to the corresponding Entrant. For the purposes of and without limitation to the foregoing, the LLC may deem any Entry created in whole or in part by or through the use of artificial intelligence or robotic writing generators or other software including without limitation “ChatGPT” and “Jasper” (all, collectively, “AI”), including without limitation any Entry containing full sentences or more generated completely from AI software, to be, by definition, “unoriginal to the corresponding Entrant” for the purposes of the foregoing. Any such Entries shall be subject to disqualification. It is the intention of the LLC to use such software and technologies as are available to the LLC to detect the use of AI in Entries. Any determination to disqualify an Entry found or believed to be the product of the use of AI in whole or in part shall be in the LLC’s sole discretion.

21. Preparations. The **ONLY** work that may take place in connection with the Contest **prior** to the date and time of the Genre, Subject, and Character Announcement of each challenge within each Round, shall be the preparation, execution, and submission of documents to NYC Midnight Movie Making Madness, LLC as the LLC may require. No other preparations are permitted. It is of the essence of the Competition that Creative Development only occurs within the Challenge Story Window and not otherwise.

22. Disqualifications, And Gratuitous Offensive Material. The LLC reserves the right to disqualify any Entrant or Entered Story that does not comply with these Official Rules and other Contest requirements herein communicated and from time-to-time hereafter communicated by the LLC. The LLC also reserves the right to deny and disqualify Entry to any Entrant that has previously been named an “Overall Winner” or a “First (1st) Place Winner” of two (2) or more of the same competition run by the LLC, it being understood however that: (I) an Entrant’s prior status as a “Second (2nd) Place Winner” or “Third (3rd) Place Winner” on the other hand shall not provide a basis for such denial and disqualification, and (II) such disqualification if and once imposed shall be lifted with respect to future competitions run by the LLC once and after two (2) full years have elapsed subsequent to December 31 within the calendar year of the most recent competition the Entrant has won. (By way of illustration, and not by way of limitation, if an Entrant is named an “Overall Winner” for the 2023 Short Story competition and then a “First (1st) Place Winner” of the 2024 Short Story competition, that Entrant shall be thereupon disqualified from entering further Short Story competitions run by the LLC until two (2) years following the date of December 31, 2024 – that is, through December 31, 2026. However, notwithstanding the foregoing, the Entrant would nevertheless still be permitted to enter other competitions run by the LLC in the meantime, such as the “Flash Fiction Challenge” run by the LLC). Furthermore, the LLC, while fully mindful of and fully supportive of the First Amendment rights of all authors and the concomitant need for free and full expression and artistic freedom, also reserves the right to disqualify any Entrant and any Entered Story in the event that an Entered Story contains gratuitous offensive material, including but not limited to gratuitous violence, misogyny, abuse of minors, abuse of animals, hate speech targeting ethnicities, races, or other protected groups of people, explicit gratuitous pornographic text, and other content inappropriate for Competition purposes. For the purposes herein, “gratuitous” is defined as “uncalled for, lacking good reason, or unwarranted”. All decisions as to what constitutes gratuitous offensive material are within the sole discretion of the LLC. Any such LLC decisions, if ever made, will be carefully made pursuant to deliberative process, and, when and once made, shall be final, conclusive, and binding upon all Entrants including without limitation those whose Entries may be directly affected by the LLC’s decision. In these regards, Entrants are well-advised to consider the sensibilities of the Judges as below- defined, when writing and editing their Entries.

23. Judges. Each judge (“Judge”, or in the plural, “Judges”) for the Competition shall be individuals with experience in the publishing industry and/or the writing field, 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 such individual 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 relating to a Judge of which they are aware or become aware, and which they believe may have a direct or indirect effect on Contest results. 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 check regularly.

24. Judging Criteria, And The Decision of the Judges. All Entrants further subscribe to the following:

A. Standard And Criteria. 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 17, 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 typically 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 Story and then share his or her rulings with the LLC. The highest average score among Judges will be considered the “First (1st) Place Story” in the Group, the next highest average score will be considered the “Second (2nd) Place Story”, and so forth.

B. Ties. The LLC reserves the right to amend the scores and totals of Judges if any tie occurs, including without limitation, at the LLC’s election in each case: (I) an LLC decision to “break” a tie and declare a single winner based upon a per-judge assessment of which of the tied Entries received the greater or greatest number of “high-scores” from the respective Judges; or (II) an LLC decision in *lieu* that the tied Entries instead remain tied, such that any corresponding prize-money is thereafter evenly-divided as between the tied Entries.

C. Contacts And Impartiality. 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 as well as forfeiture of Entry Fees along with any monies or other consideration expended or incurred.

25. Results, And Announcements Of Group Finalists. All challenge results and Group Finalists are scheduled to be announced on the following dates (“Announcement Dates”):

<u>Rounds</u>	<u>Challenge Results And Group Finalist Announcement Dates</u>
First (1st) Round:	11:59 PM NY Time on April 9, 2024.
Second (2nd) Round:	11:59 PM NY Time on June 5, 2024.
Third (3rd) Round:	11:59 PM NY Time on July 24, 2024.
Fourth (4th) Round:	11:59 PM NY Time on September 12, 2024.

As the LLC reserves the right to change the date of announcement of any result, and may do so under certain circumstances, all Entrants are encouraged to check the NYC Midnight Website for any changes to the Announcement Dates, at:

www.nycmidnight.com

26. Prizes And Taxes. Entrant hereby acknowledges that participation in “**The Short Story Challenge 2024**” is without economic or pecuniary remuneration or compensation of any sort. The sole exception to this rule shall be with respect to awards characterized otherwise (if any) as may be listed on: www.nycmidnight.com

as they correspond to “**The Short Story Challenge 2024**”. Taxes on any prizes, awards, accolades, or other recognition for “**The Short Story Challenge 2024**”, 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 each and every Entrant’s interest 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, state, and local taxes which are required to be deducted from any awarded monies or other consideration. In addition, all Entrants acknowledge that the LLC may at any time require signed tax forms from Entrants and may be required to deduct or withhold taxes from any monies or other consideration if the LLC is instructed to do so by any appropriate authority including without limitation any taxing authority and the LLC’s own tax advisors, or if the LLC otherwise determines the need to effect such deductions or withholdings. Entrant shall make no objection thereto in either case if occurring. Each Entrant indemnifies and holds harmless the LLC in this regard pursuant to the indemnification provisions of these Official Rules as set forth in Paragraph 28 hereinbelow.

27. Issuance Of Prizes. Any prizes, awards, accolades, or other recognitions will be forwarded to the Entrant within thirty (30) calendar days after the latter of: (A) the communication of the Third (3rd) Round Finalist decisions of the Judges to the LLC, or (B) the communication of the Third (3rd) Round Finalist decisions of the LLC to the Entrants, or (C) the date of completion of “**The Short Story Challenge 2024**” as may be otherwise determined by the LLC and thereafter communicated to the Entrants. Any prizes, awards, accolades, or other recognitions are **ONLY** intended to be awarded and delivered to the Entrant and to no other person or entity, using the Entrant’s contact-information as indicated on-line in “**The Short Story Challenge 2024**” On-Line Registration Form, and as such are not assignable or otherwise transferable in any respect. In the event that a group of individuals are responsible for a single Entry, then it is the sole responsibility of the one (1) individual identified as “Entrant” to distribute any such prize evenly amongst any additional participating individuals, if any. Entrant is solely responsible for any Entrant unavailability to accept any prize or award.

28. Indemnification. Each Entrant hereby releases, discharges, indemnifies, defends, and holds the LLC (and its owners, managers, members, managing members, employees, agents, attorneys, directors, principals, representatives, contractors, vendors, successors, and affiliates) harmless from and against any and all claims, damages, expenses, judgments, litigations, losses, obligations, penalties, settlements, and any other liabilities of any kind whatsoever (including without limitation attorneys’ fees and costs incurred by the LLC), arising out of, from, or otherwise related to the creation, development, 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). Ownership Claims. Any third-party or other claim of any ownership right or interest in, or otherwise relating to, any Entered Story or other material.

(B). Violations Of Rights. Any third-party or other claim of violation of any personal right or proprietary right in connection with any Entered Story or other material, 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). Injury Claims. 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 the Contest or any Entered Story or other material, including without limitation as a result of any efforts made in haste to meet a Competition deadline.

(D). Violations Of The Rules Or Contest. Any breach or other violation of these Official Rules or of any other LLC Communication.

(E). Other Liabilities. Any other activities by or relating to any Entered Story or other material, any Entrant, or any third-party in connection with this Contest, and any other liability of any kind or nature arising out of any participation in or activity relating to the Contest.

29. Rights, Clearances, and Costs. Each Entrant hereby acknowledges that the Entrant is individually and personally responsible for obtaining and providing any and all equipment, tools, hardware, software, and all other things necessary for participation in the Contest and in connection with any Entered Story and other material. 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.

30. Rights and Property. The LLC owns and shall continue to own the Genre, Subject, and Character Assignments and their related classifications, judging methodologies, and Contest processes. Entrant hereby grants NYC Midnight Movie Making Madness, LLC the irrevocable right to post the Entrant's full name, likeness, city, state or province, country, title of Entry, and logline or synopsis of Entry on:

www.nycmidnight.com

through the LLC's mailing lists, and in press releases for publicity purposes, when announcing the Challenge Winners, Group Finalists, and Overall Winners of "**The Short Story Challenge 2024**". By entering "**The Short Story Challenge 2024**", 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 quotations and excerpts from any e-mails and other correspondence, the title of any Entry, and the logline and synopsis of any Entry, for use on any of the LLC's websites or otherwise for promotional purposes.

31. Contest Changes, Date Changes, And Supplemental Notifications. In the event that, in the LLC's discretion, circumstances so warrant, the LLC may change the Official Rules of this Contest, including without limitation mid-Contest, and including without limitation dates and deadlines, if the LLC deems same necessary 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, throughout the full duration of the Contest, to frequently check the Contest Website and the Entrant's incoming e-mail, text messages, social media messages, and other lines of communication, so as to ensure that any and all Communications from the LLC are received, including without limitation a regular and periodic review of all dates and deadlines relating to the Competition. Additionally, all Entrants understand and acknowledge that 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 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 and to-date unprecedented event that such drastic action is thereby made necessary. In the event of such termination, or in the event 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. Contest Changes by the LLC may be made in a manner in which the interests of fair play 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, including without limitation any date or deadline changes. 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 any such individual Communication is not specifically and expressly required to be disseminated in an alternate manner by these Official Rules themselves.

32. Not A Talent Agency, And No Employment. 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 writer, Entrant, or other contributor or participant. No employment relationship shall be deemed to exist as between the LLC and any Entrant. The Parties to this Participation Agreement are independent contractors with respect to each other and are not joint venturers in any respect.

33. 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 this Contest (absent appropriate parental written consent and good cause shown therefor 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, these Official Rules, and this Participation Agreement. By entering this Contest, each Entrant warrants and represents to the LLC that the Entrant is under no legal or other impediment which would prevent or restrict the Entrant's ability to enter and engage in activities relating to this Contest. Accordingly, it is each Entrant's strict responsibility to ensure that: (A) the applicable laws, regulations, requirements, and rules of the Entrant's home state or other jurisdiction allow and permit the Entrant's entry into this Contest; and (B) there is no contractual restriction, legal obligation, or other issue or matter that would militate against the entry of the corresponding entered Story or other material into this Contest, or would militate against such Entrant engaging in any activities relating to this Contest.

34. No Responsibility For Electronic And Other Failures. It is also the strict responsibility of all Entrants to back-up and retain copies of all Entries and other materials written, edited, entered, mailed, forwarded, transmitted, and otherwise communicated. 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, (C) any network, telephone, electronic, computer, hardware or software, or other technical or machine-related malfunctions or limitations of any kind, (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, (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, intended, or expected, including infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, technical failures, events of *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 in such regards, or otherwise violates its Official Rules or the procedures of the Contest, and the LLC may terminate, modify, or suspend the Contest in whole or in part as a result.

35. Warning. Any attempt or action taken by any Entrant or other person or entity to damage any website relating to the Contest, disrupt the process or progress of any e-mail relating to the Contest, or otherwise interfere with or otherwise undermine the legitimate operation of the Contest, may be a violation of civil and criminal laws, and, should such attempt be made or such activity occur, the LLC reserves the right to disqualify such persons from the Contest and their further interaction with the LLC, determine the forfeiture of their Entry Fee along with any monies or other consideration expended or incurred, and in addition seek damages and other legal and equitable relief from and with respect to any such person or any entity related thereto to the fullest extent that the law will allow.

36. Monitoring. The LLC has the right but not the obligation to monitor the creation and/or submission of any Entered Story or other material 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 the Entrant available for same, may result in disqualification of the corresponding Entry and forfeiture of the Entrant's Entry Fee along with any monies or other consideration expended or incurred, at the LLC's sole election.

37. Mistakes, and *Force Majeure*. In the event of:

(A). Mistakes. Any instance wherein the LLC has reason to believe that a significant mistake in the running of the Contest has occurred, which did adversely affect, or could have adversely affected, the integrity of the Contest; or

(B). Improper Activity. Any instance wherein one or more of the Entrants may have engaged in illegal, fraudulent, or disruptive activity adversely affecting the Contest, or otherwise violated the Official Rules or other LLC Communications; or

(C). Abuse Of Rules. Any instance wherein one or more of the Entrants or other persons or entities have otherwise abused the Contest and/or the provisions of these Official Rules and Participation Agreement; or

(D). Force Majeure Event. Any instance of a so-called *force majeure* event occurring 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 Communications to be disseminated, or the illness or incapacity of a Managing Member of the LLC occurring mid-Contest, or a pandemic condition preventing Communications from occurring.

and if such instance thereupon prevents or threatens to prevent the Contest from properly proceeding or properly concluding as originally-planned and originally-scheduled, then in such event the LLC may take such corrective action as the LLC in its sole discretion sees fit, including without limitation effecting changes to deadlines and schedules pursuant to the provisions of Paragraphs 31 and 34 hereinabove. If a mistake or *force majeure* event adversely affecting the Contest as described hereinabove occurs once and after prizes, awards, and/or other Contest recognitions or accolades are awarded, then: (I) at the LLC's election in each case, any or all prizes, awards, recognitions, or accolades (if any have yet been delivered) must be returned to the LLC in full by the Entrants having received them, and/or (II) upon the LLC's receipt of the returned prizes, awards, recognitions, or accolades (if any) if and as so required by the LLC, all Entry Fees received from those Entrants who have returned such prizes, recognitions, and accolades will be refunded to those Entrants as originally paid by them, if any such Entrant specifically requests same of the LLC; and/or (III) the LLC may take such other and further action as the LLC in its sole discretion sees fit, including without limitation the re-scheduling and re-running of that year's Competition subject to new dates and deadlines further communicated to the Entrants pursuant to the provisions of Paragraph 31 and 34 hereinabove. The

manner of any re-scheduling of the Competition dates and deadlines and amended processes for the bestowal of prizes, awards, accolades, or recognitions thereafter, if any, will be at the sole discretion of the LLC. Subject to the foregoing, the provisions of Paragraph 4 hereinabove, and the express remaining provisions of these Official Rules, any Entry Fees paid or payable by any Contestant are otherwise non-refundable, irrespective of contingency (including, non-refundable to any winner). If there is any disagreement as to what constitutes a *force majeure* event, whether a *force majeure* event has occurred, or whether an Entry Fee should be returned by result of the special circumstances discussed hereinabove, then the LLC's determination shall be final, conclusive, and binding.

38. Administrator. The Administrator of this Contest is:

NYC Midnight Movie Making Madness, LLC
401 Park Avenue South, Floor 10
New York, NY 10016 USA

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 regarding the administration of the Contest allowed, unless requested or initiated by the LLC in any individual case. A Winners List for each Contest is expected to be posted on the Internet, and additionally, may be obtained by any interested Party, when available (and in any case made available no later than thirty [30] calendar days after the date of the selection of Winners pursuant to the provisions of Paragraph 9 hereinabove), by forwarding a written request for same enclosing an SASE with sufficient postage to the immediately-above LLC address, it being further provided however that the SASE enclosure shall not be required from residents of any state or jurisdiction which would prohibit the requirement of same.

39. Times. All times given herein and otherwise are New York time (Eastern Time Zone), unless expressly indicated otherwise herein.

40. Newsletter, and Privacy. The LLC will add the e-mail address of the Entrant to the subscriber list for the NYC Midnight newsletter (hereafter “Newsletter”) unless the Entrant expressly 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 if selected will remove the Entrant from all future Newsletters. “Unsubscribing” from the Newsletter list will not prevent or otherwise block any future competition e-mails 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 a registration form to any third-party unless compelled to do so by governmental authority or force of law otherwise. Any individual concerned about such privacy issues may contact the LLC regarding same by e-mail.

41. No Conflicts-Of-Interest. The Members, Managers, and Owners of the LLC, and its and their employees, families, and affiliates, may not enter this Contest.

42. Headings. The paragraph headings, subparagraph headings, and Romanette headings contained within these Official Rules are for convenience of reference purposes only and are without substantive significance.

Entrant and any additional participating writers hereby acknowledge that they have read and fully agree to abide by these Official Rules and this Participation Agreement. 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 and with this Participation Agreement. **Your submission of material constitutes your full agreement to all the provisions of these Official Rules and the provisions of this Participation Agreement.**