

Nevermet Press Monster MashUp Contest

OFFICIAL RULES

Welcome to NEVERMET PRESS MONSTER MASHUP Official Contest Rules and Submission Agreement (the “Rules”) set forth the rules and regulations of NEVERMET PRESS MONSTER MASHUP (the “Contest”) presented by Nevermet Press, LLC (the “Sponsor”). Nevermet Press, LLC is the administrator of the Contest (the “Administrator”), the principal place of business is 14007 Parkvale Road, Rockville, MD 20853 USA.

Please read the Rules carefully before submitting an entry or participating in the Contest as the Rules contain important information about eligibility to enter the Contest, where the Contest will be held, the rules of the Contest, the rights to any submitted entries and other important information. By submitting an entry form, you accept the Rules agree to be bound by all of its terms. If you do not agree with the Rules, please do not submit an entry.

The contest begins on April 19th 2010 (the “Start Date”). The deadline for submissions is 12:00 AM (EST) April 26th 2010 (the “Closing Date”). Voting will begin on the Closing Date and continue for seven (7) days. A First Prize Winner and two Runner Ups of the Contest will be announced, and prizes will be awarded, on April 30th 2010.

Official Contest Rules and Submission Agreement

1. ELIGIBILITY AND PARTICIPATION

This contest is void where prohibited. Contestants are responsible for compliance with applicable laws in jurisdictions where they reside.

You must have access and rights to use equipment and software that meets the technical requirements necessary to submit an entry through the Contest web site located at nevermetpress.com (the “Contest Site”).

The Contest is subject to all local, state and federal laws and regulations. By entering the Contest, all entrants agree to be bound by these Rules and to comply with all federal, state and local laws and regulations.

2. SUBMISSION OF ENTRIES; DEADLINES

To be eligible to participate, you must successfully submit your entry via the online SUBMISSION FORM of the Contest Site. All submitted entries must be meet the following guidelines:

- a. Each entry must include one narrative description of the Monster (the Description).
- b. The Description may not exceed 300 words in length and must not include any game mechanics or other language that references a particular game system. Any genre, style, or flavor of the Description is otherwise acceptable.

The Administrator of the Contest reserves the right to reject any Description that is offensive or deemed inappropriate.

- c. The entry must include the contestant's full legal name, email address, and the Entry. Should the contestant win the Contest, this information will be used to solely for purposes of notifying them of their winnings and obtaining shipping information for delivery of Prizes to their address.

The Contest begins on Start Date, and all entries must be submitted no later than Closing Date. In completing the entry form and submitting your design, you must provide your name, valid email address and other required information as indicated on the Submission Form.

Each submission must be the property of and an original work of the contestant. Each contestant may submit multiple Descriptions.

By submitting any entry, you agree to be bound by the Rules, including, without limitation, the Submission Agreement provisions set forth in §5 below.

The Sponsors shall have no liability or responsibility for any technical malfunction or failure of any Internet or network connection, regardless of cause, which prevents or materially adversely effects the participants ability to submit an entry in a timely manner or at all.

3. WINNER SELECTION AND NOTIFICATION

- a. **Voting and Judging.** All eligible entries will be posted anonymously on the Contest Site to be reviewed and evaluated publically by common voting. Voting will take place over a period of seven (7) days following the Closing Date, after which time the three entries with the greatest number of votes will be selected and ranked by a panel of Judges created by the Sponsor. The Judges shall have the sole discretion to select the final winners and the decision of the Judges shall be final and binding on all parties. The winners will be selected by the Judges based on such criteria as they determine to be appropriate, including but not limited to: (a) adherence to the submission guidelines, (b) appropriateness of the Description, (c) innovation, (d) editorial judgment, (e) effective use of language and framing, (f) quality of descriptive narration, and (g) uniqueness/originality.
- b. **Date of Judging.** The Judges will select the winners within 14 days after the Closing Date. This date is subject to change depending upon the number of qualified entries and contest participants.
- c. **Notification of Winners.** Winners of prizes shall be notified immediately following the selection of the winners by the Contest Judges. It is the sole responsibility of an entrant to maintain his/her contact information as current. There will be no liability for any potential winner notification that is lost, intercepted or not received by the potential winner for any reason.

4. PRIZES

- a. **First prize.** The Contest champion will receive the following:
 - i. a pair of custom, brass inlaid six-sided dice, courtesy of The Dice Creator,
 - ii. a signed-print edition and a digital (PDF) edition of Open Game Table Volume 1, courtesy of Jonathan Jacobs.
 - iii. a digital (PDF) copy of Portrait of a Villain: The Desire, courtesy of Nevermet Press,
 - iv. a digital (PDF) edition of Martial Flavor, courtesy of Chaotic Shiny Productions,

All prizes will be provided to the winning contestant by Nevermet Press. The estimated value of this prize package is \$72.80.

- b. **Runner Ups.** Two Runner Up contestants will be selected and receive:
 - i. a digital (PDF) edition of Open Game Table Volume 1, courtesy of Jonathan Jacobs.
 - ii. a digital (PDF) copy of Portrait of a Villain: The Desire, courtesy of Nevermet Press, a digital (PDF) edition of Martial Flavor, courtesy of Chaotic Shiny Productions.

All prizes will be provided to the winning contestant by Nevermet Press. The estimated value of this prize package is \$28.95.

- c. **ALL CONTESTANTS.** Each entrant that does not win First Prize or that is not selected as a Runner Up will be eligible to purchase one copy of the following books at a 25% discount from the retail price :
 - i. Portrait of a Villain: The Desire, from Nevermet Press
 - ii. Open Game Table, Volume 1, from Jonathan Jacobs (PDF edition only)
 - iii. Martial Flavor, from Chaotic Shiny Productions.

Odds of winning a prize will vary depending upon the number of actual Contest participants. In the event any entry is deemed ineligible, the Administrator may award the prizes to alternate entries as it deems suitable. Winners may be required to pay customs, duty charges and/or taxes.

5. SUBMISSION AGREEMENT

- a. **Original Works.** All entries must be the original creations of the entrants, not contain any intellectual property not owned by the entrant and must never have been published or professionally developed unless written authorization from the intellectual property owner is provided at the time of entry submission. Contestants agree to indemnify and hold harmless sponsors from any copyright, trademark or other intellectual property infringement claim or liability with regard to their submissions.
- b. **Copyright Release for Submitted Material.** All entries (the "Material") become the sole property of the Sponsors. If published in a future Nevermet Press product, reasonable effort will be made to credit the original author.

6. GENERAL

- a. **Releases.** All entrants, as a condition of entry into the Contest, agree to release each of the Sponsors, their respective parents, subsidiaries, divisions, affiliates, suppliers, subcontractors, printers, distributors, attorneys, agents and advertising, promotional or other agencies, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest, submitting an entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in any Contest-related activity or any typographical or other error in these Rules or the announcement of offering of any prize. The Sponsors make no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each prize winner bears all risk of loss or damage to his or her applicable prize after it has been delivered.
- b. **Limitation of Liability.** The Sponsors assume no responsibility or liability for (a) any incorrect or inaccurate entry form information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entry forms or submissions at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the submission of an entry or the operation of the Contest; (d) inaccessibility or unavailability of the Internet, or; (e) any injury to or death of participants which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest.
- c. **Force Majeure.** In the event that any of the Sponsors are prevented from continuing with the Contest, or the integrity and/or feasibility of the Contest is undermined by any event beyond the Sponsors' control, including but not limited to fire; flood; epidemic; earthquake; explosion; labor dispute; strike; act of God and/or Jesus, Mohammad, Buddha, et al; public enemy act, but not limited to Flavor Flav; satellite or equipment failure; riot or civil disturbance; war (declared or undeclared); terrorist threat or activity; any federal, state, or local governmental law, order, or regulation; order of any court or jurisdiction; or other cause not reasonably within sponsors' control, the Sponsors will have the right, in their sole discretion, to abbreviate, modify, suspend, cancel, or terminate the promotion without further obligation or liability to you.
- d. **Disputes.** You agree that you will submit any dispute you may have with regard the conduct of the Contest, interpretation of the Rules, and/or awarding of prizes to the Administrator, whose decision regarding such dispute shall be binding and final.

- e. **Winner List.** A list of prize winners will also be available at the Contest Site.
- f. **Age for Participation.** Any participant under the age of 13 is required to notify the Administrator before entering in to any competition processes. Participants under the age of 13 may be required to provide proof of parental consent, either in writing by postal mail or facsimile transmittal, at any time during the competition process. If a winner of any award is under the age of 13, parental consent in writing by postal mail or facsimile transmittal will be required before receiving any award(s). The Nevermet Press Monster MashUp Contest operates in accordance with COPPA, Section 1303(b)2:
 - i. **COPPA §1303(b)2.C:** “Online contact information collected from a child [under 13] is used only to respond more than once directly to a specific request from the child and is not used to recontact the child beyond the scope of that request—
 - ii. **COPPA §1303(b)2.C.i:** “if, before any additional response after the initial response to the child, the operator uses reasonable efforts to provide a parent notice of the online contact information collected from the child, the purposes for which it is to be used, and an opportunity for the parent to request that the operator make no further use of the information and that it not be maintained in retrievable form; or
 - iii. **COPPA §1303(b)2.C.ii:** “without notice to the parent in such circumstances as the Commission may determine are appropriate, taking into consideration the benefits to the child of access to information and services, and risks to the security and privacy of the child, in regulations promulgated under this subsection;
- g. **Miscellaneous.** The Contest and the Rules shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its provisions on conflicts of laws. In respect of any dispute relating to the Contest and/or the Rules, such dispute shall be brought exclusively in a court of competent jurisdiction sitting in Montgomery County, Maryland. The Contest and entry therein is void where prohibited. Unclaimed prizes will not be awarded. No substitution of prize is offered, and non-cash prizes may not be redeemed for cash value, except as determined by the Sponsors in their sole discretion. Each prize winner will be solely responsible for all applicable federal, state and local taxes on prizes. All other expenses on the receipt and use of each prize not specifically mentioned herein are the sole responsibility of each applicable prize winner.