

## ***Moment Magazine* Memoir Contest Official Rules**

*Moment Magazine* (the "Sponsor") invites you to participate in the *Moment Magazine* Memoir Contest ("Contest"). The terms and conditions of the Contest are as follows:

1. **Eligibility:** The Contest is open to all individuals residing in or outside the United States, except where prohibited. Directors, officers and employees of *Moment Magazine*, the Center for Creative Change and members of their household and immediate family are ineligible.
2. **How to Enter:** Submissions will be accepted from January 1 of each calendar year to the deadline published on the *Moment Magazine* website. All entries must be received at the *Moment Magazine* offices at the address listed below by such deadline. Dates and deadlines may be changed or extended at the sole discretion of *Moment Magazine*. **ALL ENTRIES MUST INCLUDE A PRINTED COPY OF THESE RULES, SIGNED BY THE CONTESTANT.** Entries not accompanied by a signed copy of the rules will not be considered. Contestants may submit multiple entries, but each entry must be received under separate cover and must contain all items listed in Paragraph 4. Contestants should send entries to:

*Moment Magazine* Memoir Contest  
*Moment Magazine*  
4115 Wisconsin Ave. NW, Suite 102  
Washington, DC 20016

No submissions will be accepted via e-mail. Entries become the sole property of *Moment Magazine* and will not be returned.

3. **Reader's Fee:** Each Contest entry must include a check or money order for **\$35 made payable to *Moment Magazine***. This fee is nonrefundable. Entries submitted without this fee will not be considered. Any entries from international contestants that include personal checks will not be accepted.
4. **Entries:** Each Contest entry should contain the following:
  - ∞ An original work of fiction with Jewish content ("Submission"). Submissions should be entirely the work of the contestant. Submissions should be double-spaced, in 12-point Times New Roman font and no longer than 3,500 words. The contestant's name should not appear anywhere on the Submission.
  - ∞ A cover letter containing the title of the Submission, the contestant's full name, address, day, evening and cellular telephone numbers, e-mail address and a three-line biography.
  - ∞ A signed copy of these Official Rules.
  - ∞ A check for the Reader's Fee in the amount of \$35.
  - ∞ A self-addressed, stamped envelope.

No previously published works, or works already accepted for publication elsewhere, are eligible. Works may be under consideration elsewhere, but must be withdrawn from the Contest if accepted for publication. Any Submission that, in the sole opinion of *Moment Magazine*, is considered inappropriate or not suitable for publication will be ineligible. The Sponsor reserves the right to determine eligibility compliance and to disqualify entrants for any reason. Winners may be required to complete an affidavit certifying eligibility and compliance with these Official Rules.

5. **Judging:** The Sponsor will appoint, at its sole discretion, a judge or judges responsible for determining the Contest winners. All decisions of the Sponsor and judge(s) are at all times final.
6. **Prizes:** Three prizes will be awarded:
  - ∞ A First Prize of \$500, plus possible publication
  - ∞ Honorable Mention of \$150
  - ∞ Honorable Mention of \$100

Winners may, at the sole discretion of the Sponsor, be invited to an awards ceremony. If winners are so invited, the Sponsor will provide round-trip air or rail transportation and overnight hotel accommodation for one. All travel and accommodation arrangements will be made by the Sponsor. The awarding of any prize is contingent upon full compliance with these Official Rules. Payment of taxes on prizes, if any, is solely the obligation of the winner, and the Sponsors will not collect, withhold, or report any federal, state or local taxes.

Winning Submissions may, at the sole discretion of *Moment Magazine*, be published in a future issue of the magazine. Publication is not guaranteed and has no retail value. After the completion of the Contest, *Moment* editors will review the winning Submissions and will contact each of the winners if his or her Submission is being considered for publication. *Moment Magazine* reserves the right to select material for publication, and all material is subject to editing and revision by *Moment* editors.

7. **Recipients List:** A list of prize winners will be posted on the *Moment Magazine* website at the conclusion of the Contest. For a copy of the winners list, send a self-addressed stamped envelope to:

*Moment Magazine* Memoir Contest Winners  
*Moment Magazine*  
4115 Wisconsin Ave. NW, Suite 102  
Washington, DC 20016

8. **General Conditions:** Contestants grant to *Moment Magazine* an irrevocable, non-exclusive, perpetual right and license to reproduce, publish, distribute, display and create derivative works of Submissions, both in connection with and independent of the Contest, in all media now known or hereafter discovered, without notice, review, approval or compensation. Winners also grant to *Moment Magazine* the irrevocable, non-exclusive,

perpetual right and license to use the winner's name, picture, likeness, biographical information, statements and entry (or any part thereof) at any time, for advertising, trade, publicity and promotional purposes, in all media now known or hereafter discovered, without notice, review, approval or compensation.

9. **Representations, Warranties and Indemnification**: Contestants represent and warrant that each Submission is an original work of authorship, is not in the public domain, has been not previously published in any form and will not infringe upon the personal, proprietary or intellectual property rights of or give rise to any claim by any third party, and agree to release, hold harmless and indemnify the judges, the Sponsors and their directors, officers and employees from any and against any and all liability whatsoever arising from or in connection with claims of third parties to the contrary, including claims of libel or slander. Contestants further agree to release, hold harmless and indemnify the judges, the Sponsors, and their directors, officers and employees from any and against any and all liability whatsoever for losses, harm, damage, claims, actions, costs and expenses (including without limitation reasonable attorney's fees and costs) arising directly or indirectly from or in connection with participation in the Contest or any Contest-related activity. The Sponsors are not responsible for lost, late, misdirected, incomplete or non-delivered entries, or for any technical errors, failures or difficulties. The Sponsors reserve the right, at their sole discretion, to suspend, modify or terminate the Contest at any time, for any reason and without notice, and to select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by the Sponsors.
  
10. **Limitation of Liability**: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SPONSORS OR AFFILIATED ENTITIES OR THEIR SUCCESSORS OR ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION ARISING OUT OF PARTICIPATION IN THE CONTEST, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEBSITE OWNED, OPERATED OR CONTROLLED BY THE SPONSORS, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF THE SPONSORS, THEIR SUCCESSORS OR ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE AGGREGATE LIABILITY OF THE SPONSORS ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$1.00. THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the District of Columbia, without regard to choice of law or conflict of law principles. Any and all disputes, claims, or causes of action arising out of or in connection with the Contest must be brought in the state or federal courts of the District of Columbia and the Contestants hereby consent to the exclusive jurisdiction and venue of such courts. Contestants waive all defenses of lack of personal jurisdiction or forum non conveniens. Contestants agree that any and all disputes, claims or causes of action arising out of or in connection with the Contest shall be resolved individually, without resort to any form of class action.

12. **Severability:** In the event that one or more provisions of these official rules are held to be unenforceable under applicable law, such provisions shall automatically be replaced with one that incorporates the original intent of the Sponsors to the maximum extent permitted by law and the balance of these official rules shall be applicable in accordance with their terms.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_