KFIR LUZZATTO'S "CROSSING THE MEADOW" READERS' COMPETITION

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER OR WIN THIS COMPETITION. ONLY INDIVIDUALS WHO AT THE TIME OF ENTRY ARE LEGAL RESIDENTS OF THE UNITED STATES AND 18 YEARS OF AGE OR OLDER, WHO MEET THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW, ARE ELIGIBLE TO ENTER. THIS COMPETITION IS VOID WHEREVER PROHIBITED BY LAW. BY REGISTERING TO ENTER THE COMPETITION, ENTRANT CONFIRMS THAT HE OR SHE HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE RULES.

1. **Competition Description**

(a) Kfir Luzzatto's novel, <u>Crossing the Meadow</u> (the "Novel"), was published by Echelon Press in 2003 and voted "Best Horror Novel" in the Preditors and Editors Readers' Poll. Years later Kfir happened to read a collection of short stories by a well-known author and was intrigued by the remarkable similarities between the Novel and the opening short story in that collection. Kfir identified at least thirteen (13) common elements in both works, which contribute to the overall feeling of similarity he experienced between the two works.

(b) The winner of Kfir Luzzatto's "Crossing the Meadow" Readers' Competition (this "Competition"): (i) will have timely registered to participate in the Competition (each person submitting the **Registration Form** is an "Entrant"); (ii) will have read the Novel (which Entrants will be able to download free in popular e-book format); (iii) will be able to identify the collection of short stories (the "Collection"), published after December 31, 2007, in which the first short story (the "Story") bears remarkable similarity to the Novel; and (iv) will have analyzed the literary text, submitted the most short Descriptions of Similarities between the Novel and the Story, and prepared the best short summary (500 words, but no more than 3,500 characters, including spaces, or less) of his or her comparison of the Similarities between the Story and the Novel. The winner will be announced no later than **February 1, 2013**.

(c) To enter the Competition, prospective Entrants must register before the Registration Deadline and submit an Entry before the Entry Deadline, identifying the title, author, and publication year of the Collection, title of the Story, listing no less than five (5) short Descriptions (250 characters, including spaces, or less) of Similarities between the Novel and the Story, and Entrant's literary analysis of the Similarities between the Novel and Story, in 500 words, but no more than three thousand five hundred (3,500) characters, including spaces, or less (the "Summary"). The winner will be the Entry, which includes the Summary that in the judge's opinion provides the best comparative analysis of the similarities between the Novel and the Story. In the event of two or more identically ranked Entries, the winner will be the Entry submitted first. In the extremely unlikely event that two or more identically ranked Entries are submitted simultaneously, the prize will be split between the tying Entrants. All Entries are date stamped when received. All decisions made by the judge will be final, binding and not subject to review. This is a skill-based Competition and chance plays no part in determining the winner.

(d) All Entries must be submitted via the <u>Online Entry Form</u> accessible on Sponsor's website <u>http://www.kfirluzzatto.com</u> (the "website"). No Entry will be eligible for consideration if submitted after the Entry Deadline. All Entries will be reviewed for compliance with these <u>Official Rules</u> ("Rules") before being judged.

2. Eligibility

The Competition is open only to individual entrants (no teams) who at the time of entry are legal residents of the United States and are at least 18 years of age (each person submitting an entry is an "Entrant"). The following persons are not eligible to enter the Competition: Sponsor's past or present employees, immediate family members (spouse, parent, child, stepchild, sibling), close acquaintances, and those living in the same households of such ineligible persons.

Each Entrant may submit only a single Entry. An Entrant who failed to complete the submission process due to a technical failure may contact the Competition Administrator at ccm.competition@gmail.com for assistance.

3. To Enter

Entering the Competition is done in two stages:

- Stage 1: To Register to participate in the Competition, Entrants must first read and agree to these Rules, click on and complete the online <u>Registration Form</u> on the website no later than 11:59:59 EST on December 31, 2012 (the "Registration Deadline"). Registrants will receive a link to download a free e-book version of the novel *Crossing the Meadow*, which is the starting point of the Competition. eBook versions are compatible with Kindle, Nook, iBook, and generally with all devices that can read .mobi or .ePUB files. If Entrant does not complete this registration step, Entrant will not be eligible to submit an Entry into the Competition.
- Stage 2: To submit an Entry in the Competition, a Registrant must click on the online Entry Form on the website, and enter the requested information in the form in accordance with to these Official Rules by 11:59:59 pm EST on February 15, 2013 (the "Entry Deadline"). Entrant will be asked to reconfirm that Entrant has read and accepted these Official Rules. Entries that do not include all required information, or do not adhere to the Rules, will be void and will not be entered for judging in the Competition. Entries become the property of Sponsor and will not be returned or acknowledged.

Sponsor is not responsible for Entrant's failure to timely complete the Registration/Entry submission process. By registering to participate in the Competition, Entrant accepts all conditions in these Rules. By registering to participate in the Competition, Entrant agrees to be added to Kfir Luzzatto's mailing list and to receive email communications from him. However, Entrant can request to be removed from the mailing list at any time, during the course of this Competition or thereafter.

All questions regarding this Competition should be submitted via email to: ctm.competition@gmail.com. The deadline for submitting questions is November 30, 2012. All questions received may be combined in one document, answered, and emailed back to parties who have expressed interest by December 31, 2012.

4. **Review of Entries and Judging Criteria**

- (a) The Competition will be judged personally by Kfir Luzzatto and his decisions will be final.
- (b) Entries will be evaluated according to the following criteria:
 - (i) <u>Threshold Requirements</u>

The following requirements must be met for an Entry to qualify to be judged:

A. All Entries must be written in English.

B. The Entry must correctly identify the Story, the Collection including title, author's name, publisher and publication year. If the Entrant identifies more than one edition of the Collection, only one edition, at the Entrant's choice, need be listed in the Entry.

- C. The Entry must contain the Entrant's name and required contact information.
- D. The Entry must contain at least Five (5) Descriptions of Similarities (maximum length 250 characters, including spaces) between the Novel and the Story, and a Summary, which summarizes Entrant's overall analysis of the Similarities in 500 words, but no more than 3,500 characters, including spaces, or less.

(ii) <u>Final Judging Criteria and Process</u>

Entries that meet the threshold requirements will be judged on the basis of the quality of the Entrant's literary analysis of the Novel and the Story, as reflected by the Descriptions of Similarities and the quality of the Summary, as follows:

A. Each Entry will be judged to determine the number of correct Descriptions of Similarities it contains. A qualifying "Description of Similarity" is a description, which, in the judge's opinion, correctly describes a Similarity. A "Similarity" is an ensemble of any number of elements such as events, names, situations, characteristics, plot and sub-plots, which when encountered while reading the Story, strongly recall the Novel to the reader's mind.

B. The winner will be the Entry with the Summary, which in the judge's opinion, provides the best comparative analysis of the Similarities between the Novel and the Story. In judging the Summary the number of Similarities analyzed will be a factor. In the event of two or more identically ranked winning Entries, the winner will be the first Entry received. In the extremely unlikely event that two or more identically ranked winning entries are received simultaneously, the prize will be split between them. All entries are time-stamped upon receipt.

D. The winner will be required to prove his or her identity to the judge's satisfaction, to claim the prize. Entrants who did not use their real name will be disqualified. In case of a dispute as to the identity of any Entrant, the Entry will be deemed the authorized account holder of the e-mail address submitted at the time of entry. The "Authorized account holder" shall be defined as the natural person who is assigned an e-mail address by an internet access provider, online service provider, or other organization (*e.g.*, business, educational institution, etc.) responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the e-mail address associated with the winning entry.

E. The winner will be announced on Sponsor's website at <u>http://www.kfirluzzatto.com/easyblog /</u> on or before **April 1, 2013**. The winner will be notified via email, and once the winner's identify is confirmed, the prize will be awarded. All decisions made by the judge shall be final, binding, and not subject to review.

F. If, for any reason, the Competition cannot run as planned due to causes beyond the control of Sponsor, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or other technical failures, Sponsor reserves the right at his sole discretion to cancel, terminate, modify or suspend the Competition and to select the winner from among all eligible Entries submitted prior to such cancellation. Persons found tampering with any aspect of the Competition or who Sponsor believes to be causing any malfunction, error, disruption or damage will be disqualified, without limiting Sponsor's other legal or equitable rights or remedies.

5. **Prize Details**

- a) The winner of the Competition will receive the sum of Three Thousand Dollars (US \$ 3,000).
- b) The prize money will be transferred to the winner's bank account or, if so agreed between the Sponsor and the winner, via PayPal.
- c) All Federal, State, and local income taxes connected to the prize are the sole responsibility of the winner.

6. **Other Conditions of Entry**

a) Entrant represents and warrants that the Entry and all elements thereof are or will be Entrant's original work created solely by Entrant, and that neither the Entry nor Sponsor's use of the Entry as contemplated by these **Rules** will infringe or violate any rights of any person or entity, nor shall Sponsor be required to pay or incur any sums to any person or entity as a result of Sponsor's use of the Entry. Entrant represents and warrants that the Entry has not been entered in any other contest, and has not been previously published in any media. Entrant represents and warrants that he/she owns all rights to his/her Entry, with full power and authority to enter

into this Competition and to grant to Sponsor all rights granted to Sponsor herein. Sponsor's determination as to whether the Entry potentially violates the rights of any third party is final, and may be made in Sponsor's sole discretion.

b) Entries may not contain objectionable material, including, but not limited to, content that is: (i) inappropriate, offensive, libeless, defamatory, pornographic, sexually explicit, or unlawful; (ii) a reasonable person could consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent or racially, ethnically or otherwise objectionable. Without limiting Sponsor's other legal remedies, Sponsor reserves the right, in his sole discretion, to disqualify any Entrant: (a) tampering or attempting to tamper with the entry process or the operation of the Competition, (b) violating the Rules; or (c) acting in an unethical manner, or with intent to annoy, abuse, threaten or harass any person.

c) No Entries will be returned. All Entries will be reviewed before being judged. Acceptance of an Entry does not mean the Entry has been deemed in compliance with these Rules. Entries that do not comply with these Rules, as determined solely by Sponsor, will be disqualified and will not be considered for the Competition.

7. Intellectual Property

In consideration of the opportunity to participate in the Competition, Entrant hereby grants to Sponsor an irrevocable, unrestricted, non-exclusive, royalty-free, worldwide perpetual worldwide right, but not the obligation, to use, reproduce, display, publish and publicize the Entry and Entrant's name in connection with the Entry, in all media now or hereafter known, for purposes of publicizing the Competition and the Entries, and in the case of the winning Entry, to identify the Entrant as "winner" of the Competition, all without compensation to, or approval from, the Entrant or any other party, and whether or not Entrant's Entry is judged a finalist or winner of the Competition. ENTRANT WAIVES ALL INTELLECTUAL PROPERTY RIGHTS, PRIVACY/PUBLICITY RIGHTS OR OTHER LEGAL OR MORAL RIGHTS THAT MIGHT PRECLUDE SPONSOR'S USE OF THE ENTRY OR ENTRANT'S NAME AS AFORESAID, AND AGREES NOT TO ASSERT ANY CLAIM AGAINST SPONSOR FOR THE USE OF THE ENTRY, ENTRANT'S NAME, AND/OR STATEMENTS).

8. Limitations of Liability, Indemnification and Release

By participating in the Competition, Entrant agree to release, hold harmless, and agrees not to institute any claim against the Sponsor, and any of his employees, agents, licensees, or representatives, assigns, affiliates, and any of their employees (collectively, "released parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, Entrant's participation in the Competition. Released parties are not responsible for technical, hardware, software, telephonic or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet or ISPN information (regardless of cause) or failed, incomplete, garbled, jumbled or delays in computer transmissions which may limit one's ability to enter the Competition, including any injury or damage to Entrant or any other person's computer relating to or resulting from participating in the Competition or downloading the Novel.

Entrant agrees to indemnify and hold Sponsor and his employees, agents, licensees, representatives, assigns, affiliates, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements of claims), brought or asserted by any third party against any of the Indemnities due to or arising out of the Entrant's conduct in creating an Entry or submitting it and authorizing its use by Sponsor in connection with this Competition, including but not limited to, claims for copyright infringement, or infringement of Entrant's right of privacy or right of publicity. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor concerning the Competition, the Entrant's participation therein and/or the Entry infringes Entrant's rights of privacy, publicity and/or any intellectual property rights embodied in the Entry.

9. Sponsor

The Competition is being conducted by Kfir Luzzatto, c/o Pine Ten, LLC, 616 Corporate Way, Suite 2 #4000, Valley Cottage, NY 10989.

10. Winner

For the names of the winner, see the Sponsor's website, or send a self-addressed, stamped business-size envelope to "Kfir Luzzatto's "Crossing the Meadows" Readers' Challenge, c/o Pine Ten, LLC, 616 Corporate Way, Suite 2 #4000, Valley Cottage, NY 10989. All requests must be received by April 15, 2013.

11. **Governing Law and Jurisdiction**

This Competition and Official Rules shall be governed by the laws of New York, without regard to its conflict of laws provisions. Any claim or dispute between Entrant and Sponsor arising out of this agreement or Competition shall be decided by the competent court of the State of New York and Entrant agrees to submit to the jurisdiction of such courts in the event of a dispute.