



50th Anniversary Fiction Contest
January – March 2015

The Concept

In 700 words or fewer, write a story which includes Montana Public Radio in some way. Submissions will be accepted until 11:59 p.m. MT on Sunday, March 15. One entry per person.

Official Rules

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE FIFTY STATES AND D.C., AGE 18 OR OVER. VOID WHERE PROHIBITED.

1. CONTEST Sponsor. "MTPR 50th Anniversary Short Fiction Contest" Jan 15-Mar 15, 2015 ("the Contest") is sponsored by Montana Public Radio, University of Montana. ("the "Sponsor").

2. HOW TO ENTER. The Contest begins at 12:00 a.m. Mountain Time on Thursday, January 15, 2015, and entries must be received by 11:59 p.m. Mountain Time on Sunday, March 15, 2015. To enter, go to www.mtpr.org/50th-anniversary-short-fiction-contest and click on the link "Send Us Your Original Short Fiction." Fill out the form (on MTPR's submittable.com page) and upload your entry following the online instructions. Only **one (1) entry per person**. If you attempt to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods, all of your entries may be disqualified. There is no fee to submit an entry. By submitting an entry to the Contest, **each entrant agrees to comply with and be bound by these Official Rules and acknowledges that the decisions of the Sponsor shall be final and binding in all matters relating to the Contest.**

3. QUALIFIED ENTRIES. To be qualified for the Contest, an entry must include only one (1) fictional story (each, a "Story"). The Story must include Montana Public Radio in some way.

In addition, the Story must (a) be in the English language; (b) be no longer than 700 words; (c) be wholly the original work of the entrant, written solely by the entrant; (d) not be copied from any other source; (e) not have been previously broadcast or otherwise distributed or disseminated in any media or format; (f) not be in the public domain; (g) not be in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity; and (h) not include any language or other content that is indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast, as determined by the Sponsor in its sole discretion. Entries not satisfying these criteria in any respect will be disqualified. If the Sponsor, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, or that the use or broadcast or such entry in the manner described herein may infringe or violate any law or any rights of a third party, the Sponsor may immediately disqualify such entry and take any other measures the Sponsor may deem appropriate.

4. ELIGIBILITY. The Contest is open only to individual legal residents of the fifty United States who are age 18 and over. Any individuals who have, within six (6) months prior to the start date of the Contest or thereafter, been employed by or performed services (including but not limited to as employees, consultants, independent contractors or interns) for Sponsor or any of its subsidiary, affiliated or successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. The Sponsor reserves the right to verify and confirm entrants' ages and compliance with other eligibility requirements. Entrants may be required to submit further information to assist in the judge's verification of eligibility.

5. WINNER SELECTION. Judging will commence at the time the Contest begins and continue until all entries submitted prior to the Contest end time have been reviewed. The Contest judge(s) shall be Caroline Patterson and/or such other person(s) as may be selected by the Sponsor from time to time in its sole discretion (the "Judge"). The Judge will select three (3) Contest Winners (1st, 2nd, 3rd places), based on the following criteria, weighted equally: (a) originality; (b) creativity; and (c) overall quality of writing. In the event of a tie, tied entries will be re-judged based solely on the criteria of overall quality of writing. The Contest Winner will be notified on or about April 1, 2015. The Contest Winner will be required to sign and return within five (5) business days of receipt a notarized Affidavit of Eligibility and any other documents that Sponsor may reasonably require. If the Contest Winner does not reply to any notification within forty-eight (48) hours, or fails to return any required documentation within five (5) business days of delivery to the Contest Winner, such Contest Winner may, in the sole discretion of Sponsor, be disqualified and an alternate Contest Winner may be selected.

6. PRIZES. First Place (1st) Contest Winner will be interviewed and have his/her Story read on-air during *The Write Question*. The Story will also be published on the mtptr.org website, and the Contest Winner will receive a \$300 cash prize. Second Place (2nd) Contest Winner will be interviewed and have his/her Story read on-air during *The Write Question*. The Story will also be published on the mtptr.org website, and the Contest Winner will receive a \$200 cash prize. Third Place (3rd) Contest Winner will be interviewed and have his/her Story read on-air during *The Write Question*. The Story will also be published on the mtptr.org website, and the Contest Winner will receive a \$100 cash prize. No transfer of right to receive prizes is permitted. Prizes consist only of items expressly specified in these Official Rules. MTPR may choose to publish on mtptr.org any note-worthy, but non-prize-winning entries at its sole discretion.

7. GRANT OF RIGHTS. By submitting a Story entry, the entrant grants to Sponsor (i) the right to edit the Story for grammar and spelling; and (ii) a non-exclusive, assignable, perpetual, license to produce, publish, distribute, transmit, exhibit, exploit, and license the Story and any portions thereof in any format (collectively "distribute" or "distribution," as applicable) by any and all means, uses and media, whether audio, print, audiovisual or otherwise, now or hereafter known, throughout the universe in all languages. Entrant further agrees that MTPR shall have the first right to distribute the Story unless MTPR waives that right, in writing; provided that, MTPR's first right to distribute shall automatically expire on June 31, 2015. Entrant retains the copyright and all other rights in the work.

8. ENTRANT REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND RELEASE. By entering, each entrant represents and warrants to the Sponsor that his/her entry is (i) completely the **original work of the entrant and was written solely by the entrant**, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. **Entrant agrees to**

defend and indemnify Sponsor for any breach of the above representations. By submitting an entry, each entrant agrees to indemnify, defend, release, discharge and hold harmless Sponsor and its parent companies, affiliates, subsidiaries, promotional partners and agents, and all others associated with the development and execution of this Contest, and the officers, directors and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including without limitation (a) claims for injury, loss or damage of any kind resulting from participation in this Contest or acceptance or use of any prize and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or exploitation of the entrant's concept.

9. **RELEASE OF CLAIMS.** Each entrant acknowledges that the Sponsor engages and has engaged in the developing, writing, acquiring, producing, publishing, disseminating and/or broadcasting of literary, artistic, and other material, including stories, ideas, themes, plots, titles, treatments, formats, and concepts (collectively, the "Materials"). By submitting an entry in the Contest, each entrant acknowledges and agrees that any Materials that the Sponsor may hereafter use or exploit may have originated with the Sponsor or may have been acquired from the Sponsor's employees or other parties, and that such Materials may duplicate, parallel or resemble the Story submitted in the Contest by the entrant. By submitting an entry, each entrant acknowledges that he or she understands and agrees that the Sponsor's use of Materials containing features, ideas, material and/or elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to Sponsor to accept the entrant's entry into the Contest, each entrant hereby waives any claim or right of action against any of the Sponsor or their successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials contain any features, ideas, material and/or elements similar or identical to those contained in an entrant's entry.

10. **GENERAL TERMS AND CONDITIONS.** **By entering the Contest, each entrant grants permission to the Sponsor to use his/her name, photograph, likeness, voice, and/or biographical information for Sponsor's programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval, unless prohibited by law.** The Sponsor reserves the right to terminate, modify or suspend this Contest due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries.

11. **GOVERNING LAW.** This Contest is governed by the laws of the State of Montana. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of Montana.

12. **WINNER'S NAME.** For the name of the Contest Winners, available after April 1, 2015, send a separate self-addressed, stamped envelope to MTPR 50th Anniversary Short Fiction Contest, Montana Public Radio, University of Montana, 32 Campus Dr-8064, Missoula, MT 59812. Responses will be provided to all requests made prior to July 1, 2015.