

# Mishka's Spring 2013 Fetish Writing Contest

## Terms and Conditions

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

1. **HOW TO ENTER.** **Mishka's Spring 2013 Fetish Writing Contest** ("the Contest") is sponsored by Mishka and Modern Obsession, LLC ("the Sponsor"). The Contest begins at 12:00 a.m. PDT on March 22, 2013, and entries must be received by 11:59 p.m. PDT on May 25, 2013. To enter, email your submission (an "Entry") to this address: [mishka@mishkaart.com](mailto:mishka@mishkaart.com). Your Entry should be pasted into the body of the email message AND in an attached document (preferably in Microsoft Word format). 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 Terms and Conditions and acknowledges that the decisions of the Sponsor shall be final and binding in all matters relating to the Contest. The Sponsor reserves the right to extend the submission deadline at any time, and if the deadline is extended none of the other terms of this agreement shall be deemed to be affected in any way.

2. **QUALIFIED ENTRIES.** To be qualified for the Contest, an entry must be created in response to the official prompt, which is: *"Choose one of the 5 images, offered by Mishka as inspiration for this contest (seen at [www.mishkaart.com/contest/](http://www.mishkaart.com/contest/)), and write a short story based on the image. Specify which image the story is based on before the story begins (not counted in the word count). The entry must be at least 500 words, but less than 1500 words, contain no illustrations, and be in English."*

In addition, the Entry must be wholly the original work of the entrant, written solely by the entrant; not have been previously published or otherwise distributed or disseminated in any media or format; be a work of fiction; not be in the public domain; and not be in violation of or in 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. The entry must not describe or include any real person, or refer to any fictional character from another work of fiction. Entries may contain as much or as little erotic or sexual content as desired, including explicit sexual descriptions, as long as that content doesn't detract from the story being interesting and creative.

3. **WINNER SELECTION.** Judging will commence at the time the Contest begins and continue until all Entries submitted prior to the submission deadline have been reviewed. The Contest judge (the "Judge") shall be Mishka and/or such other person(s) as may be selected by the Sponsor in its sole discretion. The Judge will choose three winners for each image. The Contest Winners will be notified via email.

4. **ELIGIBILITY.** The Contest is open only to individual legal residents of the fifty United States and D.C., age 18 or over (or older if necessary in your location to legally enter this contest, create erotic writings, view erotic artwork, or for any other aspect of this contest).

5. **PRIZES.** Each of the three writers whose entries are chosen as winners for each image will receive a digital fine-art print of the image that the entry is based on, printed on 8.5" x 11" photo paper. Prizes consist only of these prints expressly specified in this section of these Writing Contest Terms and Conditions. To receive an awarded prize the entrant must provide a valid shipping address; if the entrant does not provide a valid shipping address within 20 days of notification of winning the prize via the email address provided, it will be assumed and agreed that the entrant has donated the prize back to the sponsor, without invalidating or affecting the other terms of this agreement.

6. **PUBLICATION:** Winners are intended to be published in a collection of stories based on a number of different images by Mishka, in an online magazine, and possibly in other forms. Publication is not part of the prize and is not absolutely guaranteed, though it is the goal of the Sponsor. No additional prizes or compensation will be provided whether or not the Entry is published. There will be no monetary payment for the use of the Entry, publication is considered to be of its own value to the winner, and to be full compensation for the rights to publish the Entry, regardless of whether the Sponsor makes or loses money on the Contest or the publication(s). All Entries may be published according to this agreement, not just the winners, whether they officially qualify or not.

7. GRANT OF RIGHTS. By submitting an Entry, the entrant grants to the Sponsor, and those the sponsor authorizes, (i) the right to edit the Entry for grammar and spelling; (ii) the right to copy, distribute, transmit, modify (for length, or in any other way), adapt, and make commercial use of the Entry; and (iii) a non-exclusive, assignable, perpetual license to publish or produce the piece, in part or as a whole, on the Sponsor's website or podcast, on the website of a partner or affiliated website, in an e-book or printed book, or in any other form which now exists or becomes available in the future. Entrant further agrees that the Sponsor shall have the first right to distribute the Entry unless the Sponsor waives that right, in writing, and provided that, the Sponsor's first right to distribute shall automatically expire on September 1, 2013. *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 published or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, (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, and (v) not in violation of any law or statute due to the content, including, but not limited to, any erotic, sexual or pornographic contents. 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. NAME AND PEN NAME. By entering the Contest, each entrant grants permission to the Sponsor to use his/her Name or Pen Name for Sponsor's programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval, unless prohibited by law. If the Entrant prefers to use a Pen Name (Pseudonym) in conjunction with publication of the Entry, the Entrant must state clearly and specifically what Pen Name they wish to be used in this way; the Sponsor will use this name in conjunction with publication of the Entry; the Entrant must also provide their legal name so that they can legally enter into this agreement, even if a Pen Name will be published; even if the Pen Name of a Entrant is the one to be published, *ENTRIES WITHOUT THE LEGAL NAME OF THE ENTRANT MAY NOT BE ACCEPTED.*

10. GENERAL TERMS AND CONDITIONS. The Sponsor reserves the right to terminate, modify or suspend this Contest due to any cause. Sponsor is not responsible for lost, late, misdirected, 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 internal laws of the State of California without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of California, County of Orange. If any individual portion of this agreement is found to be invalid, the remaining portion shall remain unaffected.

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