

# Audible Inc. and The Sarah Lawrence Awards Brave + Bold Audio Fiction Contest

## OFFICIAL RULES

Please read these Official Rules before entering the Brave + Bold Audio Fiction Contest (“**Contest**”). By submitting an entry, entrants (“**you**” or “**your**”) acknowledge that you are eligible to enter the Contest and have read and agree to be bound by these Official Rules and our and the judges decisions related to the Contest. We will select one “**Grand Prize**” winner for the Contest. Details of the Grand Prize are described more fully below. The “**Sponsors**” of the Contest are Audible, Inc. (“**Audible**”), and The Sarah Lawrence College, a non-profit organization (“**The College**”) (collectively, “**we**”, “**our**”, or “**us**”).

1. **ELIGIBILITY.** If you are an individual legal resident of the United States or the District of Columbia and are the older of 18 years of age or the legal age of majority in your state of residence at the time of entry, you are eligible to enter the Contest. Entrants may not be members of any guild, union or other organization that may prohibit them from participating in this Contest and that would restrict, require due payment or otherwise have the right to oppose such entrant’s participation in this Contest. You are not eligible to enter the Contest if you are (a) an employee or independent contractor of us or any of our respective affiliates; (b) a family member (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) of our employee or independent contractor; (c) a family member (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) of an employee or independent contractor of us or any of our respective affiliates; (d) an individual living in the same household as our employee or independent contractor; (e) an individual living in the same household as an employee or independent contractor of any of our respective affiliates; or (f) a judge or a reviewer involved in the Contest.
2. **HOW TO ENTER.** We must receive your Contest entry between November 1, 2017 at 12:00:01 a.m. (U.S. Eastern Standard Time) and January 15, 2018 at 11:59:59 p.m. (U.S. Eastern Standard Time) (the “Contest Period”).

Each Entry must consist of an audio fiction scene, which complies with the Guidelines and Restrictions in Section 3, and these Official Rules in general.

To enter the Contest, you must follow the steps below:

1. Go to [braveplusboldaudiofictioncontest.com](http://braveplusboldaudiofictioncontest.com) on your computer or mobile device, read the Official Rules, and then click the “Get Started” button. You will be taken to a separate page where you must read the details about the Contest.
2. At the end of the page, create a new account in order to submit an entry. If submitting as a team, each team must designate one point person to create an account and submit the online entry form. This person will include their first and last name, e-mail address, phone number, and create a password. Click

- “Create Account and Continue”. If you already have a Submittable.com account, you may sign in with your existing account or create a new account.
3. You will be taken to a separate page after clicking “Create Account and Continue” to upload your submission. At the end of the page, you must select a title for your Audio Scene, select which line of dialogue was chosen to inform your Audio Scene, and include the names, roles and contact information of other team contributors.
  4. You must check each box to certify that you have read the Official Rules, and that you meet the eligibility criteria to enter the Contest.
  5. Once you click “Submit” after uploading your Entry and providing all required information, your Entry will be deemed final and entered into the Contest for consideration.

Your submission must include: (1) the complete version of your audio file (“**Audio File**”) of the recorded Audio Scene; and (2) the personal information required on the entry form (collectively, an “**Entry**”). We will not review any Entry that does not comply with these Official Rules.

NOTE: If submitting as a team, the point person selected will be the main point of contact between your team and Sponsors. All decisions made by the point person shall be deemed final with respect to your Entry. Each member of a team shall be considered an “Entrant” under these Official Rules.

Limit one (1) Entry per person or team, as applicable, using only one e-mail address throughout the Entry Period. All entrants must have a valid e-mail address. You may only use one (1) e-mail address to enter. In the event you submit more than one (1) Entry, the first Entry received and approved by Sponsors will be deemed your Entry.

You or any member of your team may be represented by an agent on the condition that you - not your agent - agree to comply with these Official Rules. Sponsor’s (or its contractor’s) servers and clock shall be deemed the official clock for all phases of the Contest, and your proof of submitting an Entry does not constitute proof of receipt by Sponsor. Sponsor is not responsible for (i) lost, misdirected, late, incomplete, or unintelligible Entries or for inaccurate Entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of Entries; or (ii) any printing, production, human or typographical errors in any materials associated with the Contest.

3. **GUIDELINES AND CONTENT RESTRICTIONS.** By entering the Contest, you agree that your Entry conforms to the Content Guidelines and Restrictions (“Guidelines and Restrictions”) set forth herein. Sponsors reserve the right in their sole and unfettered discretion to disqualify at any time any Entry containing obscene, offensive, pornographic or sexually explicit material, or libelous, disparaging, infringing or other inappropriate content or subject matter, or that otherwise fails to conform to the below Guidelines and Restrictions (as determined by Sponsor in its sole discretion).

**Creative Guidelines.** Each Audio File submitted should consist of an original audio fiction scene which is a complete gesture in itself, but which represents potential for a larger story (the “**Audio Scene**”). Go to [boldplusbraveaudiofiction.com](http://boldplusbraveaudiofiction.com) and under the headline “Creative Prompt” select one of the following lines of dialogue to inspire your Audio Scene:

*"Nicknames are like death."* (Clifford Thompson)

*"Some people like Siri, but I prefer the Magic 8Ball."* (Brian Morton)

*"I could feel you shuddering next to me; you didn't understand what was happening."* (Nelly Reifler)

*"They leave under cover of dawn, like duck hunters or criminals."* (JoAnn Beard)

The below guidelines must be followed in developing your Audio Scene:

- The Audio Scene must be fictional. While Entrants are welcome to submit original science fiction scenes, we are especially interested in fiction genres other than science fiction.
- The premise of the Audio Scene should be clear and demonstrate potential for a complete audio show with ongoing seasons.
- The scene must depict a clear conflict. “Conflict” is open to interpretation but it should be the engine of your series, driving the plot forward.
- No more than 5 characters may be involved in the scene.
- The scene should NOT be a trailer featuring a montage of clips, or a trailer of disconnected flashes.

NOTE: Sponsors reserve the right, but are not obligated to consider any Audio Scenes which do not comply with these Creative Guidelines. If you break or do not comply with these Creative Guidelines in full, we encourage you to do so purposefully and be prepared to explain your reasons, if Sponsors ultimately decide to consider your Entry.

#### **Submission Guidelines.**

- *First*, start to assemble a team if you need one.
  - Think about who you'll need on your team, and how your team will communicate and be organized. Some skills and roles to consider:
    - Writers
    - Sound designers
    - mix engineers
    - Producers
    - Project managers

- Actors
  - Musicians
  - Editors
  - Directors
- *Second*, develop your premise and your Audio Scene in accordance with the Creative Guidelines above.
  - *Third*, record an Audio File of your Audio Scene.
  - *Finally*, submit the Entry, and upload it by following the instructions under “How to Enter” in Section 2.

### **Content Guidelines.**

- The Audio File must be between two (2) and four (4) minutes in length.
- The Audio File must be submitted as an mp3 ONLY. This file must be in audio format only and may not consist of any video or still images.
- The Audio File must not exceed fifteen (15) MB in file size.
- The Audio Scene must not currently or previously have been the subject of a publishing agreement or option with any publisher (but you may submit your self-published work if you retain all worldwide distribution rights in and to the work) in any format, including audio, digital, and print formats.
- The Entry must be in English.
- The Entry must not include your real or pen name anywhere in the Audio File.
- The Entry must not include any information that identifies the author in any way including, but not limited to, a resume, previous awards received for the work, or the identity of additional works by the author, but excluding any file document properties that may identify the author.

### **Submission Content Restrictions.**

- The Entry must not contain material that violates or infringes upon any rights of any other party, including, but not limited to, copyright, trademark, privacy, publicity, or any other intellectual property rights.
- The Entry must not in any way disparage Sponsor or any other person or party.
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- The Entry must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

- The Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the United States or of any jurisdiction where it is created.
- The Entry must not promote illegal drugs or firearms, or the use of any of the foregoing, or any activities that may appear unsafe or dangerous, and must not promote any particular political agenda or message.
- The Entry must be consistent with Sponsors' image and values, and be consistent with and satisfy the purpose of this Contest.

- 4. CONDITIONS OF ENTRY.** All Entries must be the original creations of the entrants, and by submitting an Entry, each entrant grants to Sponsor the worldwide, transferable, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Entry throughout the world in any media (whether now known or hereafter devised). A particular Entry may not be submitted by multiple entrants. An Entry will be disqualified if it includes a duplicate copy of an Entry previously submitted by a different entrant. We shall not be liable or responsible in the event that your Entry is not used for any reason. We may cut, edit, reformat, rearrange, combine with other materials, and/or otherwise modify Entries, in our sole and absolute discretion.

By submitting an Entry, each entrant represents and warrants that the Audio Scene: (a) is his/her original creation; (b) has not been copied or derived in whole or in part from any other work; (c) does not violate or infringe any copyright, trademark, privacy or publicity right, or other personal, proprietary, or intellectual property right of any person or entity; (d) is not defamatory, libelous, obscene, or otherwise illegal; (e) is the sole and exclusive property of the entrant; (f) is fully owned by entrant and entrant has complete, worldwide distribution rights therefor; (g) any third parties in the Audio Scene or the Audio File have given him/her appropriate consent to be recorded and used as permitted herein, including the written consent of a legal guardian or Parent of any person under 18 years of age appearing in the Audio Scene or Audio File, and (h) otherwise complies with the Guidelines and Restrictions in Section 3 and these Official Rules in general. Sponsor may at any time during the Contest request proof of such consent and disqualify any Entry for which such consent cannot be provided. Sponsor may disqualify any entrant whose Entry Sponsor determines, in its sole discretion, at any time not to comply with any requirement described in these Official Rules or the foregoing representations and warranties.

- 5. GRANT OF RIGHTS.** By submitting an Entry and if you are selected as a Finalist, you grant Audible the exclusive first publication rights to your Entry in all formats. If you are selected as a Finalist, Audible's exclusive first publication rights to your Entry terminate when you are eliminated from the Contest (unless you are selected as a potential Winner). If you are not a Grand Prize winner and Audible notifies you that it wishes to publish your Entry, you agree to negotiate the terms and conditions of a publishing agreement exclusively with Audible for a period of 30 days after you receive notification from Audible. If you and Audible have not reached agreement after 30 days, you may

offer the work to other publishers on the condition that before you enter into an agreement with another publisher, you will afford Audible the last right to publish your Entry on the same terms and conditions offered by any other publisher. Audible must communicate its decision to you within 5 business days after you have provided written notice of the other publisher's terms and conditions. If Audible declines or fails to act within that period, you will not have any further obligation to Audible, and you may publish the Entry with another publisher.

By submitting an Entry, you grant us and our respective affiliates and agents permission to use, without charge, portions of your Entry, along with your name and stated reason for creating the Entry (if provided) for any purpose in connection with this Contest. You also grant us the right to edit the formatting and display of your Entry, and to create literary or any other types of effects with respect to your Entry without compensation or approval. In addition, to the extent that any moral rights (for example, the right to attribution and the right to integrity) apply, you waive (and to the extent that these rights may not be waived, agree irrevocably not to assert) your moral rights in your Entry for purposes of this Contest, including, without limitation, our use of excerpts from your Entry in connection with this Contest. You represent that you have received the consent of any person (or parent or legal guardian if such person is a minor) whose real and actual name or likeness is used or featured in any Entry that you submit. If you fail to obtain the consent, your Entry will be disqualified. We have the right at any time during the Contest to request proof of consent, and to disqualify your Entry if you cannot provide the requested proof. Excerpts, along with the your name, city, and state of residence, and portions of your Entry which relate to the submitted Entry, may be posted on any website owned or operated by us or any of our affiliates ("**Our Sites**"), any other website or other online point of presence on any platform through which any products or services available on or through Our Site are described, syndicated, offered, merchandised, or advertised. Our decision to post an excerpt or any portion of an Entry on any one of Our Sites does not mean that the selected Entry has been selected as a winning Entry.

6. **SHOPPING.** All or any portion of Entries to the Contest cannot be actively shopped by agents during the Contest Period.
7. **COLLECTION/USE OF PERSONAL INFORMATION.** Sponsors are collecting personal information primarily to process the Entries and to contact you if necessary, including to potentially contact you for marketing purposes. If you do not wish to be contacted for marketing purposes, you will be provided with a method to opt-out from future communications. With respect to any marketing communications from Audible, you may update or change your "E-mail Preferences & Notifications" in your Audible.com account at [www.audible.com/contact-preferences](http://www.audible.com/contact-preferences), or by following the instructions to unsubscribe included in any e-mail marketing communications you may receive. Sponsors will share your information with third parties that have a need to know, such as the judging panels, and by entering, you agree to the sharing of your information with the judging panels and third parties whom Sponsor retains to assist in

administering the Contest. If you do not agree to these terms or to Sponsor's privacy notice located at [www.amazon.com/privacy](http://www.amazon.com/privacy), please do not submit an Entry.

- 8. CONTEST JUDGING PROCESS.** The judging of this Contest will consist of one judging period in which twelve (12) finalists will be selected by The College and one judging period in which the one (1) potential Grand Prize winner will be selected by Audible.

a. COLLEGE JUDGING PERIOD FOR SELECTION OF FINALISTS (1/16/18 TO 2/15/18):

Between 1/16/18 and 2/15/18, a panel of judges representing The College will select twelve (12) of the top Entries to advance to the Audible Judging Period.

Finalist Entries will be selected based on the following judging criteria:

1. **20%** - Originality of Voice (e.g. How brave, bold and creative is this work?)
2. **20%** - Emotional impact (e.g. How successfully does it move and interest the listener?)
3. **30%** - Strength of plot and scenario (e.g. How clear and intriguing is the situation and conflict?)
4. **20%** - Believability (e.g. Does it engage the listener without engaging skepticism that undermines the editorial intent?)
5. **10%** - Implementation of Creative Prompt (i.e. how clear is the use of the creative prompt in your idea?)

The College reserves the right to advance fewer than 12 Finalist Entries to the Audible Judging Period if in its sole discretion, there are not a sufficient number of eligible and qualified Entries receiving during the Contest Period.

If a tiebreaker is needed to determine the Finalist Entries moving to the Audible Judging Period, the following tiebreaking methods will be used:

- a) 1st tiebreaker: Highest average Originality of Voice score
- b) 2nd tiebreaker: Highest average Emotional Impact score
- c) 3rd tiebreaker: Highest average Strength of plot and scenario score
- d) 4th tiebreaker: Highest average Believability score
- e) 5<sup>th</sup> tie breaker: Highest Implementation of Creative Prompt score

b. AUDIBLE JUDGING PERIOD FOR SELECTION OF WINNER (2/16/18 – 4/1/18).

Between 2/16/18 and 4/1/18, a panel of judges representing Audible will review all Finalist Entries selected in the College Judging Period and will select one (1) potential Grand Prize Winner. The potential Grand Prize Winner will be selected based on the following judging criteria:

1. **15%** - Originality of Voice (e.g. How brave, bold and creative is this work?)
2. **15%** - Emotional impact (e.g. How successfully does it move and interest the listener?)
3. **15%** - Strength of plot and scenario (e.g. How clear and intriguing is the situation and conflict?)
4. **15%** - Believability (e.g. Does it engage the listener without engaging skepticism that undermines the editorial intent?)
5. **30%** - Assessment of ability to develop a greenlight proposal (including a production plan and full pitch) for a series based on this scene, within one year of satisfying the Winner Notification Requirements in Section 11 (the “**Team Assessment**”). Audible may interview or otherwise consult with you or your team point person, and may consult with other members of the team in making this determination. The purpose of the assessment will be to enable Audible to (i) understand team roles and responsibilities in producing the Audio Scene; and understand the schedule and availability of the team, (ii) understand how prepared you/your team are for adapting/extending scene into a limited or continuing series and (iii) evaluate and discuss what additional resources would be needed for bringing a full pitch to Audible for an ongoing series, and (iv) seek an understanding of your vision, including for example how you see your Audio Scene turning into a complete audio show with potential for ongoing seasons. The Team Assessment may be completed over the course of multiple discussions with Audible over the course of the Audible Judging Period.
6. **10%** - Implementation of Creative Prompt (i.e. how clear is the use of the creative prompt in your idea?)

Audible’s determination shall be final and in its sole discretion.

If a tiebreaker is needed to determine the potential Winner, the following tiebreaking methods will be used:

- a) 1st tiebreaker: Highest average Team Assessment score
- b) 2nd tiebreaker: Highest average Originality of Voice score
- c) 3rd tiebreaker: Highest average Emotional Impact score
- d) 4th tiebreaker: Highest average Strength of plot and scenario score
- e) 5<sup>th</sup> tiebreaker: Highest average Believability score



f) 6<sup>th</sup> tie breaker: Highest Implementation of Creative Prompt score

**9. GRAND PRIZE (1).** The following Grand Prize will be available to be awarded:

**A. Grand Prize.** If you are selected as the Grand Prize winner, you will enter into a \$15,000 development agreement (which shall include standard deliverable requirements and obligations) (“**Development Agreement**”) with Audible to develop your Audio Scene into a full series pitch for Audible, which includes a full series pitch, a production plan and budget, and possibly additional audio scenes. Audible will provide an Executive producer to develop this pitch by working closely with the team to help guide the team through Audible’s development process.

The approximate value (“**ARV**”) of the Grand Prize is \$15,000.00 USD. If you are the Grand Prize winner, you may not negotiate the Development Agreement with Audible, and you must sign it “as is. The Development Agreement will be governed by the laws of the State of New York.

**F. General.** ALL TAXES ASSOCIATED WITH ACCEPTANCE AND USE OF THE GRAND PRIZE ARE YOUR SOLE RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO PAY ANY AND ALL APPLICABLE TAXES TO THE APPROPRIATE AUTHORITIES. PAYMENTS TO YOU ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT YOU SUBMIT TO US ALL DOCUMENTATION REQUESTED BY US TO PERMIT COMPLIANCE WITH ALL APPLICABLE STATE, FEDERAL, LOCAL TAX REPORTING REQUIREMENTS. You are responsible for ensuring that the tax documentation submitted to us complies with all applicable tax laws and requirements. If you fail to provide the documentation or submit incomplete documentation, the prize may be forfeited and we may, in our sole discretion, select an alternate. You may not substitute, transfer or redeem your prize for cash. We reserve the right to substitute a prize (or portion of a prize) with anything of comparable or greater value. The prize will be awarded “as is” and without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

**10. DISQUALIFICATIONS.** If your Entry is disqualified for any reason, you will not receive a notice or explanation describing the reason for the disqualification.

**11. FINALIST AND WINNER NOTIFICATION AND REQUIREMENTS.** Within 72 hours after the conclusion of each Judging Period, we will notify the Finalists and potential Grand Prize Winner, as applicable by e-mail and/or telephone using the contact information submitted as part of the Entry. Each member of the Finalist or potential Winning Team, as applicable, will be required to sign and return, within five (5) days of prize notification, an Affidavit of Eligibility and Liability/Publicity Release, and any other additional documents as Sponsors decide are necessary to confirm eligibility and obtain

a liability/publicity release, as requested by Sponsors (in their sole discretion). Failure of any team member to return any required document by the date requested by Sponsor will deem the potential Finalists or potential Winner as ineligible to win the Grand Prize. If any potential Finalists or the potential Winner is deemed ineligible to win the prize, cannot be contacted within five (5) calendar days of the first notification attempt, if any prize notification is returned as undeliverable or if the potential Winner rejects his or her prize such team shall forfeit the prize and Sponsor may, in its sole discretion, select an alternative team as the potential Winner. Upon prize forfeiture, no compensation will be given.

**12. ADDITIONAL TERMS.** The Contest and all accompanying materials are © 2017 by Audible or its affiliates, or The College or its affiliates. All rights reserved. The Contest is void outside the eligible entry jurisdictions and where prohibited by law. You agree that our decisions related to the Contest are final and binding in all matters.

We may, to the maximum extent permitted by applicable law and in our sole discretion, change these rules or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control corrupt or impair the administration, security, fairness or proper play of the Contest or submission of Entries. In such case, Sponsor reserves the right to select the potential Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. We are not responsible for any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries; or for technical, network, telephone, computer, hardware or software, malfunctions of any kind; or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or for injury or damage to your or any other computer resulting from downloading any materials in connection with the Contest. We may, in our sole discretion, disqualify any individual found to be tampering with the entry process, the outcome of the Contest or the operation of the Contest or website; acting in violation of these rules; or acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your Entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the entrant and must comply with these rules in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. Each entrant may be required to show proof of being an authorized account holder. No greater than the one (1) prize stated in these Official Rules will be awarded. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT

BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Release.** By participating, entrants and Winner, for themselves and for their heirs, agree to release and hold harmless Sponsor, its advertising and promotion agencies (including Civic), and any other entity involved in any aspect of the Contest (including funding, judging, provision of prizes or administration), and each of their respective parents, subsidiaries, affiliates, officers, members, directors, shareholders, employees, agents, representatives, contractors, advisors, and associates (collectively, the “Released Parties”), from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death which may occur in connection with participation in the Contest or possession, acceptance, and/or use or misuse of the Grand Prize in any activity related to the Contest (even if caused or contributed to by the negligence of any of the Released Parties), as well as for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action or for any action or claim brought by a person appearing in the Audio Scene whose consent entrant did not obtain.

- 13. LIMITATIONS OF LIABILITY.** THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR THE UNAUTHORIZED USE OF ANY ENTRY (OR ANY PORTION OF ANY ENTRY) BY ANY THIRD PARTY. YOU AGREE (FOR YOURSELF AND YOUR HEIRS) THAT THE RELEASED PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARE NOT RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY, OR DAMAGE TO PROPERTY OR TO PERSON. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY REASONABLE ATTORNEY’S FEES AND COURT COSTS DIRECTLY OR INDIRECTLY RELATED TO YOUR PARTICIPATION IN THE CONTEST, OR BY REASON OF YOUR ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES (INCLUDING ANY TRAVEL OR ACTIVITY RELATED TO A PRIZE). NOTHING IN THESE OFFICIAL RULES WILL LIMIT ANY RELEASED PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY’S NEGLIGENCE, A BREACH OF THESE OFFICIAL RULES, OR FRAUDULENT MISREPRESENTATION.
- 14. GOVERNING LAW/DISPUTES.** The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Washington without regard to its conflicts of laws rules. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in King County, Washington. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to King

County in the State of Washington. The parties agree not to raise the defense of forum non conveniens. FURTHER, IN ANY DISPUTE, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING). YOU FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

15. **RIGHTS OF PUBLICITY.** By participating in the Contest, you consent to the worldwide use of your name, biographical information, photographs, videos or likenesses in any manner and in any medium now in existence or later invented for any purpose in connection with the Contest without additional compensation, notification or permission, except where prohibited by law.
16. **WINNER'S NAME.** You may view the names of the Finalists and Grand Prize winner at [boldplusbraveaudiofiction.com/winners2018](http://boldplusbraveaudiofiction.com/winners2018) until December 31, 2019.
17. **SPONSORS' ADDRESSES.** The Sarah Lawrence College, 1 Mead Way, Bronxville, NY 10708; Audible, Inc., 1 Washington Park, 16<sup>th</sup> Floor, Newark NJ 07102.