

Random House Audio Fan Fiction Contest San Diego Comic-Con International

Science fiction fans have the chance to have their original fan fiction brought to life with Random House Audio's state of the art recording booth at this year's San Diego Comic-Con International. Entrants are invited to record a five (5) minute segment of their own fan fiction in Random House Audio's state of the art recording booth at Comic-Con.

NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID OUTSIDE THE UNITED STATES AND WHERE OTHERWISE PROHIBITED BY LAW.

IMPORTANT: Please read these Official Rules before entering the "Random House Audio Fan Fiction Contest" (the "Contest"), presented by Random House Audio, a division of Random House, Inc. ("Random House"). By entering the Contest, you agree to the terms of these Official Rules.

1. **ELIGIBILITY:** Contest Entrants ("Entrants") must be legal residents of one of the 50 United States or the District of Columbia and have reached the age of majority in their state of resident at the time of entry (19 or older in AL and NE, 18 or older in all other states). No purchase necessary. Employees, directors and officers of Random House, its parents, subsidiaries, affiliates, contractors, agents, advertising and promotional agencies, and the immediate family and household members of each (whether related or not) are not eligible to participate. All federal, state and local laws and regulations apply. Void outside of the United States and where otherwise prohibited by law.

2. **CONTEST PERIOD:** The Contest runs in concert with San Diego Comic-Con International, beginning July 12, 2012 and ending July 15, 2012.x The contest is broken into two phases: **Phase 1:** July 12 – 14, 2012; and **Phase 2:** July 15, 2012.

Phase 1: Entrants will record a five (5) minute segment of their own, original work of fan fiction ("Fan Fiction"). Fan Fiction must be based on one or more* of the following properties:

- *Inheritance Cycle* by Christopher Paolini
- *Percy Jackson and the Olympians* by Rick Riordan
- *Hitchhiker's Guide to the Galaxy* by Douglas Adams
- *Artemis Fowl* by Eoin Colfer
- *Star Wars**

(collectively, "Authorized Properties")

If any Fan Fiction is not based on one or more of the Authorized Properties, Entrant will not be eligible for participation in Phase 1 of the Contest or the submission will be disqualified.

Phase 2: Entrants will record a five (5) minute segment of their own, original work of Fan Fiction, which may be based on any work of the Entrant's choice, whether or not it is an Authorized Property.

* Fan Fiction based on *Star Wars* may *not* use content based on other Authorized Properties or other underlying literary works or third party intellectual property (i.e. no "mash-ups").

3. **HOW TO ENTER:** There are two opportunities for entry to the Contest for both Phases – online and in person. **Online:** Entrants must visit <http://www.randomhouse.com/audio/blog//2012/06/25/1633/> and reserve a time to record. All online reservations must be received before July 11, 2012. Entrants will receive an e-mail confirmation, verifying their reserved timeslot. **In person:** Entrants must visit the Random House Audio recording booth at San Diego Comic-Con to reserve a time to record. Entrants may sign up in person at any time prior to a scheduled timeslot. Reservations are limited and Random House Audio does not guarantee available timeslots.

At the time of registration for both online and in person reservations, Entrant must fill out the provided entry form, supplying Entrant's name, birth date, address, telephone number and e-mail address. Limit one (1) entry per person. Entrants will be required to sign a Submission Form/Release acknowledging that the Fan Fiction is derived from and legally dependent upon the copyright of the previously published work upon which it is based (the "Underlying Work"), and therefore Entrant has no legitimate independent rights to either the Underlying Work or the Fan Fiction, and that the Fan Fiction will be considered work made for hire. The Submission Form/Release is set forth below, and will be available at the Random House Audio recording booth. *Entrants are encouraged to carefully read the Submission Form/Release in advance of their recording time.*

4. **WINNER SELECTION:** All entries will be reviewed and judged by Random House Audio (the "Judges"), based on the following criteria: Entrant's interpretation of the Underlying Work, as displayed in the Fan Fiction; the use of characters from the Underlying Work in a new, original plot line; engaging narrative and dialogue; creativity and writing style. On or about August 20, 2012, Random House will announce one (1) Grand Prize Winner and five (5) Runners Up from Phase 1 of the Contest and one (1) Winner from Phase 2 of the Contest. The decisions of the Judges will be final.

In addition to the judging criteria stated above, entries may not (i) infringe any copyright, trademark, trade secret or other proprietary rights or rights of publicity or privacy (except to the extent that the Fan Fiction is derivative of the Underlying Work, which is the essence of fan fiction), (ii) constitutes (or encourages conduct that would constitute) a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law or may create liability in connection with the Contest or as otherwise stipulated in the Submission Form/Release, (iii) is considered to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, sexually explicit, hateful, racially, ethnically or otherwise objectionable, (iv) impersonates or claims the identity, characteristics or qualifications of any other person or entity, or falsely states or otherwise misrepresents the affiliation with a person or entity or is false, inaccurate or misleading, (v) directly or indirectly constitutes an endorsement of any sponsor or third party product, or (vi) is libelous or an invasion of privacy or publicity rights or any other third party rights.

Winners will be notified via e-mail and the Grand Prize Winner must respond to email notification within 48 hours of receipt. Random House is not responsible for any incorrect e-mail address or any change of e-mail address. The failure to respond timely to the notification may result in forfeiture of the Prize. If a winner notification of the Prize is returned as undeliverable, or if the Grand Prize Winner fails to timely respond to the notification or declines the Prize, the Prize will be awarded to an alternate winner, as determined by Random House, among the remaining entries.

5. **PRIZES**

Phase 1: Upon selection, the Grand Prize Winner will submit an expanded written manuscript of the winning Fan Fiction entry to be recorded in a professional recording studio, performed by a professional narrator, and produced by Random House Audio. The submitted manuscript must be no more than 4,500 words, typewritten, double-spaced, on plain 8 ½ x 11” paper, and subject to the same content standards set forth in Rule #4 above. The produced audio work will be made available via streaming on randomhouseaudio.com and will be featured during Random House Audio’s weekly podcast.

The Grand Prize Winner will be required to sign a Consent and Release form within 14 days of notification to permit online publication of the produced audio work. All publishing details with respect to the produced audio work will be determined by Random House, which reserves the right to edit the story and recording as it deems appropriate prior to publication online. Proper credit, as Random House deems appropriate, will be given to the Runners Up and Grand Prize Winners. The Audio Works will be the sole property of Random House and may be published and reproduced in any and all forms and media throughout the world, without further obligation.

The five (5) Runners Up will have their 5 minute segment, as recorded at San Diego Comic-Con International, featured on Random House Audio’s weekly podcast.

Phase 2: One Winner will receive a collection of Random House audio books chosen by Random House Audio (approximate retail value: \$200.00).

6. **RELEASE:** By entering, Entrants release Random House, its agencies and assigns from any liability, damage and/or loss resulting from participation in the Contest and/or the acceptance, use or misuse of any prize, in addition to the release and grants given pursuant to the Submission Form/Release referred to above and set forth below. Entrants fully and unconditionally agree to these Official Rules and Random House’s decisions, which are final and binding. By acceptance of any prize, Winners agree to Random House’s use of their name/likeness and Fan Fiction submissions and recordings for commercial purposes without notification or compensation, except where prohibited by law
7. **WINNER’S LIST:** For the names of the winners, available after September 1, 2012, please send a stamped, self addressed envelope to: Amanda Munoz, Random House Audio Fan Fiction Contest (San Diego Comic-Con International), 1745 Broadway, Mail Drop 5-2, New York, NY 10019.

CONTEST SPONSOR: Random House Audio, a division of Random House, Inc., 1745 Broadway, New York, NY 10019. Lucasfilm, its subsidiaries and affiliates, are *not* sponsors of this Contest.

SUBMISSION FORM/RELEASE
RANDOM HOUSE AUDIO FAN FICTION CONTEST

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in connection with my participation in the Random House Audio Fan Fiction Contest (the "Contest"), I hereby grant to Random House Audio Publishing Group, a division of Random House, Inc. (the "Producer") the absolute and irrevocable right and permission, to make an audio recording by any means, of my voice and audio performance, (collectively, the "Recording"), while I read, narrate and perform a short work of "fan fiction" ("My Work") written and created solely by me, but which is based on and derived from the authorship of one or more previously published works of popular literature and/or films (collectively "the Underlying Copyrighted Work") which are owned solely and exclusively by the author(s) and/or copyright proprietor(s) of such Underlying Copyrighted Work (referred to herein as "the Author"). I acknowledge and agree that I may not use the Underlying Copyrighted Work, in any other manner or for any other purpose. Without in any way limiting the foregoing, I acknowledge and agree the Underlying Copyrighted Work is owned exclusively by the Author.

I acknowledge that as "fan fiction", My Work is derived from and legally dependent upon the copyright of the Underlying Copyrighted Work, to which I have no rights, or the license or authorization to create such a derivative work. Without limitation, I shall acquire no copyright or other ownership of the Underlying Copyrighted Work as the result of my activities hereunder. Any violation by me of any of these provisions or any unauthorized or improper use by me of any of the Underlying Copyrighted Work shall entitle the Author to pursue all legal and equitable rights and remedies available to it. Accordingly, I acknowledge and agree that My Work will be considered a work made for hire for the benefit of the Author; in the alternative, if My Work is determined not to be a work made for hire, it will be deemed and is hereby transferred and assigned exclusively and perpetually to the Author by this Release, together with all worldwide rights, titles and interests of every kind and nature now or hereafter known in the My Work, including but not limited to (a) all copyrights therein for the full term of such copyrights, including any periods of extension or renewal, (b) the right of reproduction of My Work in any and all media whether now known and/or hereafter devised, in whole or in part, including but not limited to any characters or figures depicted or developed therein for any purpose whatsoever, (c) the moral rights of authors or artists in My Work in whole or in part pursuant to Section 982 of the California Civil Code or pursuant to any similar laws, regulations or statutes whatsoever, (d) all rights of manufacture, merchandising, recordation, reproduction, translation, adaptation, display and exhibition of My Work in whole or in part, by any and all means and in any manner, whether now known and/or hereafter devised, and (e) the right to sell, lease, rent, auction and/or otherwise dispose of the Materials in any manner. As between the Author and me, My Work shall be the sole property of the Author, free from any claims by me or any other person; and the Author shall have the exclusive right to copyright My Work in his/her name and to secure any and all renewals and extensions of such copyright throughout the world. I agree to execute and deliver to Author such instruments of transfer and other documents regarding the rights in My Work as the Author may reasonably request to carry out the purposes of this agreement.

Without limitation, the grant of rights made above includes, but is not limited to, the right of the Producer and the Author to use, re-use, publish, and re-publish the Recording, and to otherwise reproduce, modify, create derivative works, digitize, convert to electronic or other media, and publish, distribute and display the same, in whole or in part, individually or in conjunction with other audio recordings and/or images, and in conjunction with any copyrighted matter, in any and all media now known and/or hereafter devised, for promotion, art, advertising and trade, or any other purpose whatsoever, and to use my name, image, voice and likeness in connection therewith if it so chooses; specifically, I acknowledge that my name, image, voice and likeness may be distributed, published and displayed on websites, advertisements and elsewhere, and I expressly consent to such use. Nothing contained herein shall be deemed to obligate the Producer or the Author to make any use whatsoever of any of My Work for the uses contemplated herein or otherwise.

I hereby release and discharge the Producer, the Author, and their respective assignees from any and all claims and demands and will not assert, maintain or assist any party in asserting or maintaining any claims or demands against the Producer, the Author, and their respective assignees, arising out of or in connection with My Work, the Recording, and the use of my voice, performance, images, name or likeness, including without limitation any and all claims for libel, invasion of privacy, rights of publicity, theft or misappropriation of ideas or trade secrets, or infringement of copyright and other intellectual property rights.

I specifically understand and agree that the release contained in this agreement extends to all claims, whether or not presently matured, whether known or unknown, suspected or unsuspected, and further agree that such acknowledgment constitutes an essential and material term of this agreement. In that regard, I hereto expressly and voluntarily waive any and all rights and benefits conferred upon any of them by the provisions of California Civil Code Section 1542, or any similar provision of another state, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor.

I acknowledge the significance and consequence of this agreement and of such specific waiver of Section 1542 and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any.

I acknowledge and understand that neither the Author nor any of its affiliated entities are a sponsor of this Contest.

I have read the foregoing and fully understand the contents thereof. This Release shall be binding upon me and my heirs, legal representatives and assigns.

Signed: _____

Name: _____

Date: _____

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