

# [Imagine 2200: Climate fiction for future ancestors]

## Contest Official Rules

Created: February 15, 2023

Important: Please read these Contest Official Rules before entering this Contest (the “*Contest*”).

By participating in this Contest, you agree to be bound by these Contest Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

Contest void where prohibited by law. Subject to applicable federal, state, and local laws.

1. **Eligibility:** Except where participation is prohibited or restricted by applicable law, the Contest is open to anyone who is at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) at the time of entry. Directors, officers, managers, employees, and board members of Grist Magazine, Inc. (“*Sponsor*” or “*Grist*”) are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Contest Period:** The Contest starts at 12:00:01 a.m. Pacific Time (PT) on March 14, 2023 and ends at 11:59:59 p.m. PT on June 13, 2023 (the “*Contest Period*”). All entries must be received during the Contest Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Contest.

3. **How to Enter:** To be eligible, you must submit your Submission (defined below) by 11:59:59 p.m. PT on the last day of the Entry Period as stated above. To enter, create an original fiction piece and submit to us [[here](#)].

By submitting an entry as instructed (“*Submission*”), you agree that your Submission conforms to the Guidelines and Restrictions detailed below. Sponsor may choose to remove any Submission or disqualify you from the Contest if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Contest.

Limit: ONE ENTRY PER PERSON. Any attempt to obtain additional entries (under your own name or another name), including through multiple or duplicate accounts will result in disqualification.

#### Submission Guidelines and Restrictions:

- Your Submission must comply with these Contest Official Rules.
- Your Submission must be your original creation and be owned 100% by you, or, alternatively, you must have the full rights to grant the license and other rights that you grant to Sponsor in Section 10 below. Grist reserves the right to disqualify an entry at any time if we suspect or determine plagiarism.
- Submissions may not have been generated or written by artificial intelligence.
- You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies with all requirements of these Contest Contest Official Rules.
- Your Submission may not have been previously published anywhere, in full or in part, in any language, in print or online. Your Submission must not have previously received any prize or distinction in another contest.
- We do not accept simultaneous submissions (stories can only be submitted to this contest, and not to other contests of publications, until we have informed you of the result).
- Submissions must be fictional stories between 3,000 and 5,000 words.
- Submissions must be written in English. We are not able to translate stories from other languages at this time.
- Submissions can be co-authored by more than one entrant. If you are submitting as a co-author, only one co-author should enter the Submission. If a co-authored

story is selected for publication, all authors will be credited, and prize money will be divided equally between them.

- Submissions will only be accepted through Submittable. If you need accessibility accommodations, please email the team at [imaginefiction@grist.org](mailto:imaginefiction@grist.org).
- Your short story should be uploaded as a word document (.doc acceptable; .docx preferred.)
- Your word document should be named as such: title of your story, submission date. Ex. "Story Title, 2/15/2022".
- Your document should not contain any identifying biographical information (including your name).
- The first page of your document should include your story's title and word count at the top in Arial 14-point font.
- The rest of your document should be in Arial 12-point font with double line spacing, and at least one-inch margins.
- All document pages should include a header in the upper right-hand corner with the correct sequential page number, starting on page 1, and your story's title.

**4. Identity of Entrant:** All Submissions must be submitted by one individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion. If another person must submit on behalf of the individual entrant due to accessibility needs, please email Grist at [imaginefiction@grist.org](mailto:imaginefiction@grist.org) to request accommodations. You must provide your correct and legally verifiable name, physical address, phone number, and email address in order for your submission to be eligible. If your story is selected for publication, you may publish under a pseudonym.

**5. Selection and Notification of Winner:** All judging will be based on the following criteria (the "*Judging Criteria*"):

Judging Criteria:

1. How the Submission addresses the contest prompt; and
2. Writing quality and creativity

Judging Process: The process to select the twelve Finalists (each a "Finalist") will occur as defined below.

1. A panel of independent reviewers selected at Sponsor's discretion scores each submission based on the Judging Criteria. The top stories, deemed Semi-Finalists (each a "Semi-Finalist"), will be moved onto the judging panel.
2. A panel of judges selected at Sponsor's discretion will rank each of the Semi-Finalists based on the judging criteria and select 12 Finalists for publication. The top three Finalist submissions, as decided by the judges, will be deemed the first-prize, second-prize, and third-prize winners.

Each Finalist will be notified via email prior to publication. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim their prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner in accordance with the Judging Criteria. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Contest Official Rules, the prize(s) will be awarded to the person with the highest scoring Submission in accordance with the above Judging Criteria from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. **Prize:** There are four prize levels:

1. The first-prize story will be awarded \$3,000
2. The second-prize story will be awarded \$2,000
3. The third-prize story will be awarded \$1,000.
4. Nine additional finalists will each receive \$300.

Total approximate retail value ("ARV") of all prizes: \$8,700 US Dollars. Each entrant is only eligible to win one prize in the Contest.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Only the number of prizes stated in these Contest Official Rules are available to be won in the Contest.

**7. Disclaimer:** Sponsor and any of their respective affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, employees and advertising, fulfillment and marketing agencies (collectively, the “*Released Parties*”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties’ reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.

**8. Limitations of Liability; Releases:** By entering the Contest, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST EXCEED \$10.

**9. Use of Name, Likeness, etc.:** To the fullest extent permitted by applicable law, by entering into the Contest, you hereby grant Sponsor permission to use your name and

image (collectively your "*Identity*"), along with prize information, in connection with the Contest, including for advertising, marketing, and promotional purposes and in a public facing winners list, without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners may be required to execute a written agreement confirming the foregoing permission. By entering this Contest, you consent to being contacted by Sponsor for any purpose in connection with this Contest.

**10. License to Submission:** By entering the Contest, you represent and warrant that your Submission is your original creation and is owned 100% by you. If selected as a winner or finalist, by accepting the prize award you confirm that you have full rights in your Submission and hereby grant to Grist, a perpetual, irrevocable, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, syndicate and display your Submission, in any manner or media now known or later developed on Grist.org, Grist mobile applications, and any other online products and services provided by Grist and its partners now or in the future (collectively, the "*Services*") and for advertising, marketing, and promotional purposes in connection with current and future Contests and to otherwise promote the Submission (the "*License*"). If the work is published in another outlet or developed into other materials, we ask for a credit line to indicate that the work first appeared in Grist's Imagine 2200 collection. In addition, for the first 12-months from Submission, you grant to Sponsor exclusive first print anthology publication rights in all languages covering all winning and finalist Submissions for the Imagine 2200: Climate fiction for future ancestors contest. If Sponsor moves forward with an anthology project, all authors will receive an equal share of any publishing advance and royalties.

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**11. Winner List; Rules Request:** For a copy of the winner list, please send an email to [imaginefiction@grist.org](mailto:imaginefiction@grist.org) after [January 31, 2024] and before [March 1, 2024].

**12. Intellectual Property Notice:** GRIST is a trademark of Grist Magazine, Inc. The Contest and all accompanying materials are copyright © 2022 by Grist Magazine, Inc. All rights reserved.

**13. Disputes:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**15. General Conditions:** Entrants agree to be bound by these Contest Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Contest Official Rules at any time, in its discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (in its discretion) incapable of running the Contest as planned. Entrants who violate these Contest Official Rules, violate any law, rule or regulation in connection with participation in the Contest, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Contest. Any attempt by an entrant or other individual to deliberately damage any website associated with this Contest or undermine the

legitimate operation of the Contest may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Contest Official Rules will not constitute a waiver of that provision. Any provision of these Contest Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Contest Official Rules will remain in effect. The use of the terms "include" or "including" in these Contest Official Rules is illustrative and not limiting.

16. **Sponsor:** Grist Magazine, Inc., 1501 E. Madison Street, Suite 650, Seattle WA 98122