

## **CONTEST RULES, TERMS & CONDITIONS**

### **Eligibility**

The competition is open to anyone worldwide (excluding Quebec) aged 13 or older. In order to enter the contest participants must be members of ElegantLiterature.com and in a membership tier that allows contest entry.

A participant must also be considered a “new” or unpublished author. Anyone who has met or exceeded the following criteria is disqualified from entry:

- a) traditionally published a novel of greater than 40,000 words,
- b) self-published a novel of greater than 40,000 words and sold 100+ copies,
- c) sold four or more works of short fiction to markets paying 8c/word or greater,
- d) self-published short fiction work totaling 10,000 words or more.
- e) won a fiction contest with a prize greater than \$2,500.

The staff of Elegant Media Publishing Corporation (hereafter referred to as EMP) and their immediate families and households, and individuals involved in judging the entries and their immediate families and households, are not permitted to take part in the competition.

### **Prizes**

The winner will receive a prize in the amount of \$3,000 USD.

While not considered part of the prize, the winner and other selected stories will be chosen for publication. These works will be purchased at the rate of 10 cents/word in accordance with our contract, which can be found at the end of this document.

The 25 best stories not chosen for publication will receive a consolation prize of \$20 USD.

### **How to Enter**

To enter the contest, visit [ElegantLiterature.com](http://ElegantLiterature.com) and register for an account. Once registered, visit [elegantliterature.com/members-area/](http://elegantliterature.com/members-area/) and locate the contest submission form. Fill in your author details and either a) write or copy and paste your work into the

text field or b) upload the file containing your work.

If uploading a file, ensure the file consists ONLY of the work (title and body) and does not include any reference to you, the author. This is so the entries can be read blind to avoid selection bias. The one exception to this rule is if the work is autobiographical or memoiristic in nature, in which case the author's name may appear within the text of the work.

To be valid, entries must be received by no later than 11:59 pm on the last day of the month of the contest. Ex, the January contest deadline is January 31st at 11:59 pm. No entries will be accepted after the deadline for any reason. Any entries received after the deadline will be void. Members must have paid their membership fee in the month the contest takes place in order for their submissions to be valid.

### **Original Unpublished Work**

Only unpublished work is eligible for this competition. By entering you confirm your submission has not been previously published.

Previous publication is considered to include on or in a newspaper, newsletter, magazine, anthology, book, website, electronic magazine, personal blog, Instagram, Twitter, Facebook, or any other medium accessible to the public that is not a private group for the express purpose of critique or feedback.

Note: Even if the print run or circulation of the print publication where the work has previously appeared is small, this is still considered a previous publication. No work that has been excerpted elsewhere is eligible for submission; nor is a work that has been revised since its original publication.

### **Judging**

For Guest Judge names and information, please see the current contest page.

### **Notification**

Winners will be published in the corresponding issue of Elegant Literature Magazine. The issue will be free to view. Winners will be officially notified by email and/or phone within 1 week of publication.

### **Destruction of Entries**

All entries not purchased by the magazine for publication will be destroyed within 30 days of the contest closing date. EMP and ElegantLiterature.com make no claim on non-purchased submissions.

### **Liability**

EMP shall not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize/s or entering into the competitions.

### **Copyright**

The author retains the copyright to their work. If selected as a winner or for publication, the author and their work will be subject to the terms outlined in the publishing contract signed as a condition of submission. A copy of the contract can be found at the end of this document.

### **Express Agreement**

Entry is taken to be an express agreement to all competition rules by participants.

### **Number of Entries**

Participants are allowed an unlimited number of entries.

However, no duplicate entries or entries that are substantially the same are allowed. No entries robotically or programmatically created are allowed.

EMP reserves the right to disqualify entries and/or remove participants who appear to be spamming the contest or abusing this privilege.

### **Length**

Entries must be between 500 and 2000 words, excluding the title. There will be no exceptions for pieces outside these limits.

### **Format**

All entries must be in English. Entries can be submitted via the Members Area of ElegantLiterature.com in the form of plain text or an uploaded file in these formats: .doc, .docx, .rtf.

Submission of an entry to the Contest signifies that you have read and agree to the Contest

Rules and the Publishing Contract. By submitting an entry to the Contest through the Website or any other electronic platform, you agree that the act of submitting the entry to the Contest is a binding form of your electronic signature, which you agree binds you to these Contest Rules and the Publishing Contract.

### **Multiple Authors**

In the case of multiple authors collaborating on one submission, the author who is named on the account the work is submitted from shall be awarded the prize. The same work submitted from multiple accounts is not allowed, and all instances of the work in question will be disqualified.

### **THIS SECTION APPLIES ONLY IF YOU SUBMIT CONTENT AS PART OF THE CONTEST**

Your entry includes any and all content you contribute, post (text, photo, drawing, etc.), hashtag, or otherwise submit in connection with the Contest. You represent and warrant to EMP that you hold all of the required rights and authorizations to the content you submit. You have consent from any identifiable people appearing in your entry (including parental consent for minors) and all authorizations required to grant the license specified hereafter to EMP.

The following kind of content is prohibited:

1. Offensive and likely to expose an individual or a group of individuals to hatred or contempt on the basis of race, national or ethnic origin, color, religion, sex, sexual orientation, age, or mental or physical disability.
2. Pornography, vulgarity, obscenity, or sexually explicit content. Erotic overtones and sexual innuendo are permitted, the extent of which is to be determined by the judges.
3. Anything illegal.
4. Hate speech.
5. Threats, harassment.
6. Threats or suggesting committing a criminal act.
7. Profane, libelous, defamatory, threatening, insulting, or promoting any activities that may be illegal, inappropriate, unsafe, dangerous, or socially irresponsible.

8. When the Contest is hosted on social media platforms, anything that does not comply with the Terms of Service and Rules of such social media platforms.

Your entry may be ineligible (in EMP's sole discretion) if it contains a third party's copyright, trademarks, or logos. If it violates any law in Canada and/or is defamatory, misrepresented, or disparaging remarks about EMP or any other company, brand, or person and/or their products.

Any entry deemed by EMP to be in violation of the above prohibitions or is otherwise inappropriate will be disqualified by EMP in its sole and absolute discretion.

Please note, the above restrictions are intended to protect real people, and may not apply to fictional stories and people. For example, having your fictional character be a thief and steal a purse does not count as "c. Anything illegal". Likewise, your characters can swear and be vulgar, providing it fits within the story and is not excessive.

All content submitted to [ElegantLiterature.com](http://ElegantLiterature.com) will not be returned to you. After 30 days of contest closing, all submissions will be destroyed/deleted from our servers. Please ensure you have saved copies elsewhere.

### **Procedure for Awarding Prizes**

The judges will review all eligible entries received during the Contest Period and select the finalists based upon:

- Creativity - 25%
- Character - 25%
- Structure and Flow - 25%
- Quality of writing (e.g. grammar, clarity, spelling) - 25%

Judging is blind, to avoid the potential for biased selection.

All entries will initially be judged by preliminary round judges, who will select the finalists. The winning entries will be chosen by the senior judge or judges.

The judge(s) decision is final. No correspondence will be entered into regarding their decision.

Selected winner(s) will be contacted using the telephone number, email, or social media account provided on their author's page or used for entry within one week of publication. Prizes and awards will be distributed within 30 days of completion of all necessary release forms and proof of identity, via Paypal. If a potential winner declines the prize or is otherwise found to be ineligible, the prize shall be forfeited and EMP has the right, at its sole discretion, to select another potential winner, even if the potential winner's name has already been publicly announced; forfeited prizes will not be

awarded.

You may be required to provide proof of your name/identity/age as requested by EMP in its sole discretion. If you fail to provide adequate proof you will be automatically disqualified from the Contest. The prize will be awarded to the winner in the posted amount, and all federal, state, provincial, or local taxes are the sole responsibility of the winner.

If a winner is under 18 years of age, or the age of majority in their home country or state, the prize will be awarded to the parent/guardian of the participant. The parent/guardian will be responsible for signing any release/waivers before the prize is awarded.

Winners must consent to a recorded video call in order to be awarded the prize. The recording is to be used solely for the promotion of ElegantLiterature.com and its activities, including but not limited to future contests and publications.

## **GENERAL RULES**

1. By entering the Contest, you:
2. declare you have read, agree to, and have complied with the Contest Rules;
3. declare you meet all criteria to enter the Contest and to accept and participate in the prize (if awarded);
4. you agree to accept the prize as provided by EMP, and agree that your name, city/province of residence, image, statements, and/or voice, and your entry may be used for promotional and other purposes related to this Contest free of charge by EMP;
5. your heirs, your successors, and your assigns, release EMP as well as its affiliates, directors, officers, consultants, agents, volunteers, and employees (the "Contest Parties") from all liability for any damages, compensatory, direct, incidental, consequential, or otherwise arising from your participation in this Contest, the use of your entry, and from the awarding, acceptance, or use of the prize (if awarded).
6. If the prize cannot be awarded as described in these Rules, the Contest Parties reserve the right to substitute a prize or prize component with another of comparable value, as determined in their sole discretion. In no event will EMP be liable for more than the stated number of prizes available to be awarded.
7. Refusal to accept the prize or a portion of the prize releases the Contest Parties from any obligation toward the winner with respect to that prize/portion of the prize.
8. In the event of a dispute or complaint regarding whether an entry contravenes the Contest Rules, entries will be deemed to have been submitted in accordance with the Contest Rules at EMP's sole discretion. You may be required to provide proof (in a form acceptable to EMP) that you are the authorized account holder of the account used to submit the applicable entry and, if applicable, that you have

all necessary consents, permissions and/or licenses as required by these Contest Rules. If EMP determines (in its sole discretion) that an entry contravenes the Contest Rules, the entry will be automatically disqualified from the Contest. The decisions of EMP with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or entries.

9. EMP reserves the right to amend the Contest Rules or to terminate the Contest at any time without any liability to any contestant. Any amendments to these Contest Rules will be posted on the Website. Without limiting the foregoing, EMP reserves the right to, without prior notice, adjust any of the dates and/or time frames stipulated in these Contest Rules, to the extent necessary, as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the EMP, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.
10. The Contest Parties assume no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete entries; (ii) loss, theft, or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Contest for any reason including but not limited to: mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; lost, late, incomplete, illegible, incomprehensible or misdirected entries; bugs, failures in services, hardware or software transmission failure or loss, delayed or corrupted data transmission; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to the Contest; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Contest; (vii) prizes that are lost, damaged or misdirected during shipping; (viii) loss, damage, defects, or inability to use the prize once awarded to the winner for any reason whatsoever.
11. Social media or other platforms used for this Contest, and their respective parents, subsidiaries, affiliates, directors, officers, consultants, agents, volunteers, and employees shall not be responsible for any damages, compensatory, direct, incidental, consequential, or otherwise, with respect to or in any way arising from damages to participants occasioned by participating in the Contest or downloading any information associated with the Contest.
12. You agree that in your use of social media or other platforms for this Contest, including but not limited to chat areas, and the registration and use of social media accounts, user names or group names, you will not use obscene, libelous, or slanderous language, or language which infringes upon a third party's trademark, trade name, or other intellectual property right or right to privacy.

13. Contestants found tampering with or abusing any aspect of this Contest, including but not limited to acting in violation of these Rules, attempting to participate in the Contest more than the maximum number of times allowed, acting with the intent to disrupt the normal operation of this Contest, as determined by EMP, will be disqualified. The discovery of any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the contestant utilizing the same in EMP's sole and absolute discretion.
14. When the Contest Rules allow entry via Facebook, Twitter, or any other social network, the terms of use of these social networks apply and the social network, as well as its directors and officers assume no liability whatsoever in connection with the Contest.
15. EMP reserves the right to cancel or suspend this Contest in its sole discretion for any reason including but not limited to corruption of the security or proper administration of the Contest as a result of a bug, virus, tampering, or other cause. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, EMP reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
16. Personal information collected at the point of entry, such as your name, age, and contact information, is collected by EMP and will be stored and used by EMP solely for the purposes of administering this Contest as well as for any other purpose you may have opted into at the time of entry. By providing your personal information, you expressly consent to these terms. Please see EMP's privacy policy at [elegantliterature.com/privacy/](http://elegantliterature.com/privacy/).
17. If the identity of a contestant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the contestant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected contestant may be required to provide proof that (s)he is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server.
18. Odds of winning depend on the number of entries and the strength of the work submitted. All entries are judged on merit as outlined above. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, using any robotic, automatic programmed method that artificially increases the odds of winning or do not conform to or satisfy any condition of the rules may be disqualified by EMP. EMP is not responsible for any errors or omissions in printing or advertising this Contest.
19. In the event of any discrepancy or inconsistency between these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; French version of these Contest Rules, and/or any instructions or

interpretations of these Contest Rules given by any representative of EMP or the EMP Terms of Use, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.

20. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if such provision were not contained herein.
21. By entering, you agree to abide by the Contest Rules and the decisions of EMP and/or the Judge(s), which decisions are final and binding on all contestants.
22. The Contest shall be deemed to be entered into pursuant to, and your agreement to enter and abide by the rules of the Contest shall be construed, performed, and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. By your submission of the registration form, you agree to adjourn to the exclusive jurisdiction of the courts of Ontario.
23. You agree that you are not knowingly breaching any laws of the country in which you reside by entering the contest, and that should you be found to be in violation of any laws, you will not hold accountable ElegantLiterature.com or EMP and will release them from liability and responsibility.
24. If you have any accessibility requirements or special needs in relation to this Contest, please contact the contest coordinator, as noted below.

Creag Munroe

submissions@elegantliterature.com

## **PUBLISHING CONTRACT**

This Agreement made between Elegant Media Publishing Corporation, of 26 Muriel Avenue, Toronto, Ontario, Canada, M4J2X9, and its successors and assigns, hereinafter referred to as the PUBLISHER, and any and all members of ElegantLiterature.com, hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. The Work. This Agreement pertains to any textual work the Author submits for the possibility of consideration on ElegantLiterature.com.
2. **(a)** Limitations On Scope Of Grant.

**(i)** This Agreement is not a transfer of the copyright to the Work.

**(ii)** This Agreement does not permit the Publisher to publish the Work in any revisions of the Magazine in any medium unless explicitly granted by This Agreement.

2. **(b)** All rights not expressly granted by the Author reside exclusively with the Author. Any rights that may be developed in the future shall reside with the Author.
  
3. **(a)** Electronic Rights: The Author grants First World Electronic Rights to the Publisher to include the Work in the Magazine and on the Website, for publication in the English language within 90 days of the date of submission.

Definition - First World Electronic Rights: The right to be the first to provide the material in electronic format, worldwide. Ex. the story has not appeared in any digital magazine or blog, and cannot be found via a Google search of the text.

The rights granted under the terms of this paragraph shall be exclusive for a period of two (2) months following the first date of publication under this paragraph and non-exclusive thereafter.

For the avoidance of doubt, the rights granted to the Publisher under this paragraph are rights only to the publication or dissemination of an electronic replica of the Work as it is incorporated in the digital magazine and website owned by the Publisher, and not to any other publication, dissemination or use of the Work.

The grant of nonexclusive electronic rights to the Publisher is subject, however, to the following limitation: after six (6) months from the date of initial publication, the Author may terminate the grant of non-exclusive electronic rights and ask the Publisher to remove the Work from the magazine's web site, archives, electronic back issues, bundles, or any other electronic format, and the Publisher agrees that it will comply within 30 days of such request.

3. **(b)** Unless the Author specifies otherwise, the Publisher will take care to ensure to the best of its ability that the Work is not archived by the Internet Archive or similar archiving website and is not displayed in its entirety by any other website, including Google, Amazon.com, or the like.
4. The Author agrees not to publish or permit others to publish the Work in the English language prior to its initial publication in the Magazine and throughout the exclusivity period granted to the Publisher thereafter without the prior written permission of the Publisher. If the Work is selected for a "best of the year" or an awards anthology, the Publisher agrees to waive this clause, provided the Author gives the Publisher prior written notice of the selection by such an anthology.
5. **(a)** For the rights granted to the Publisher in this Agreement, the Publisher shall pay the Author the sum of ten cents (\$0.10) per published word, including the Works title, no later than 30 days after publication of the Work. If payment is not received as required by this paragraph, all rights granted hereunder shall immediately revert to the Author.

**(b)** Payment shall be made by Paypal. The Author must have a Paypal account created and connected to their Author Page on ElegantLiterature.com, or be able to provide one in order for payment to be made.

Any fees, charges, or commissions required because of the use of electronic means of payment shall be paid by the Publisher.

6. **(a)** If the Publisher fails to publish the Work within 90 days of the date of submission, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this Agreement prior to such reversion.
  
6. **(b)** Should the Publisher wish to extend the publishing deadline, the Publisher shall pay the Author an additional fee equal to 10% of the initial fee for each 30-day extension.
  
7. Arising under and terminating with the grant of rights to the Work in this Agreement, the Author grants the Publisher the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other use of the Work. The Author shall provide the Publisher with a photograph of the Author and appropriate biographical material for such use via their Author page and the submission form on ElegantLiterature.com. The Publisher shall use only the information provided on this page and form.
  
8. The Author warrants that, as of the date of executing this agreement, he or she is the sole author of the Work; that he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the Publisher and that to the best of the Author's knowledge the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.
  
9. The Author will indemnify the Publisher against any loss, injury, or damage finally sustained in a court of law (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) incurred by the Publisher in connection with or in consequence of an intentional breach of one or

more the foregoing warranties, for which the Publisher has no coverage under its insurance policies. Legal representation and the decision to settle will be made in consultation between the Author and Publisher, and neither may proceed without the approval of the other, not to be unreasonably withheld.

10. The Publisher will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. However, the Publisher reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage, and to make minor corrections of misspelled English words where the misspelling was likely unintentional by the Author, without consulting the Author.
  
11. The Publisher agrees to list a proper copyright notice for the Work in the name of the Author at the end of the Web published story and, if published in print, on an appropriate copyright page.
  
12. The Author will be credited on the table of contents page and at the beginning of the story as the name they designated on their Author's Page or submission form on [ElegantLiterature.com](http://ElegantLiterature.com).
  
13. The Publisher shall not make the Work available to any distributor, catalog, service, or computer program which alters the text of the work or the display of the work, beyond typographic or formatting changes that do not affect the meaning of the work, or facilitate such changes -- including but not limited to removing or changing profanity -- without written permission of the Author. Should the Work be so listed without the permission of the Author, the Publisher shall ensure its removal.
  
14. Regardless of its place of execution, this agreement shall be interpreted under the laws of the Province of Ontario.
  
15. The parties agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party relating to the subject matter of this Agreement, shall be tried only by a court and not by a jury. The parties to this agreement expressly waive any right to a trial by jury in any such action or

proceeding.

16. The parties agree that any action to enforce this Agreement shall be brought in the appropriate province or federal court in the Province of Ontario and that such court shall have personal jurisdiction over each of the parties.
17. The Publisher may not assign or in any way transfer this contract or the rights granted by it to another person or entity without the written permission of the Author.
18. This Agreement constitutes the entire Agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended, only by a written agreement clearly setting forth the amendments and signed by both parties.
19. If any term or condition of this Agreement is found by a court of competent jurisdiction to be illegal, unlawful, or otherwise unenforceable, the parties agree that such term or condition shall be reformed as nearly as may be possible to carry forth the intentions of the parties and that such illegality, unlawfulness or unenforceability shall not act to void any other term or condition of this Agreement nor to void the Agreement as a whole.

### **Anthology Rights**

20. **(a)** The Author grants to the Publisher for a period of three (3) years the nonexclusive, worldwide English-language right to republish the Work or cause the Work to be republished in any book or anthology consisting of material 80% of which previously appeared on ElegantLiterature.com, and which includes works by five (5) or more contributors.
20. **(b)** The Author shall receive a pro-rata share based on the page count of 50% of the book or anthology's gross earnings, which includes any advances against royalties, income from all licensed editions, including hardcover, paperback, book club, audiobook, and ebook editions of the book or anthology. Subsidiary rights money will be distributed within 30 days of receipt by the Publisher, so long as a minimum of \$5.00 is due to the Author. No payments for subsidiary rights sales will be due until actually received by the Publisher. The pro-rata share shall be determined by dividing the total page count of the book or anthology by the page

count of the Work.

20. **(c)** The Author shall receive one free copy of every edition of the book or anthology.

### **Audio Rights**

21. **(a)** The Author grants to the Publisher worldwide non-exclusive audio rights to the Work, solely for use in ElegantLiterature.com's podcasting program, provided that those rights are exercised within six months of publication of the Work on ElegantLiterature.com. The grant of rights to the Publisher in the previous sentence is subject, however, to the following limitation: after one (1) year from the date of initial publication, the Author may terminate the grant of non-exclusive audio rights and ask the Publisher to remove the Work from the magazine's audio archives, website, and any publicly accessible space, and the Publisher agrees that it will comply within 30 days of such request. The Author also grants to the Publisher for a period of three (3) years the additional, nonexclusive right to collect the audio edition of the Work in the future in an audiobook consisting of material 80% of which previously appeared on ElegantLiterature.com, and which includes works by five (5) or more contributors.

**21. (b)** The Author shall be paid a pro-rata share of 50% of the gross earnings of such an audiobook, determined by dividing the total time of the audiobook by the total time of the Work. Subsidiary rights money will be distributed within 30 days of receipt by the Publisher, so long as a minimum of \$5.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Publisher.

**21. (c)** The Author shall receive one free copy of every audio edition of the book or anthology.

### **Agreement**

The Author agrees by entering the Contest on ElegantLiterature.com or by submitting through the non-contest form to be bound by this Publishing Contract, without further negotiating, and that the Publisher has the right to publish the work submitted in the Magazine and on its website without further consultation with the Author.

The parties acknowledge that each party has read and understood this contract before execution.