

Transformational Author Experience®

Season 7

Writing Contest Official Rules

Transformational Author Experience Writing Contest Official Rules

Void where prohibited by law. By entering the Transformational Author Experience Writing Contest (“Contest”), Contestant consents to be bound by these Official Rules, which shall constitute a contract between Contestant and Christine Kloser Companies LLC (“Sponsor”). All decisions of Sponsor with respect to the Contest shall be final.

The following rules (“Official Rules”) govern the Contest:

Contest Period

Contest period shall begin at 12:01 A.M. Eastern Time on Thursday, July 5 2018, and shall continue to 11:59 P.M. Eastern Time on Monday, September 10, 2018. Contestant must enter and complete the Contest submission no later than 11:59 P.M. Eastern Time on the final day of the Contest to be eligible for the designated Contest prizes.

Eligibility

To be eligible to win, Contestant must be at least 18 years old as of the date of entry, pay the requisite entry fee in the form of a Transformational Author Experience Platinum or Diamond pass to the Transformational Author Experience, and comply with these Official Rules. The Contest is open to all individuals worldwide and is null and void wherever prohibited by law. Officers, directors, and employees of Sponsor and judges of the Contest and its affiliates, as well as those individuals’ immediate family members and the residents of their households are not eligible.

Sponsor reserves the right, exercisable upon its sole discretion, to disqualify any Contestant it finds has: (1) violated these Official Rules; (2) interfered with, or attempted to manipulate, the Contest or Contest results; (3) violated any law or regulation by participating in the Contest; or (4) provided false information to Sponsor/judges.

Sponsor has endeavored to comply with all legal requirements in developing Contest and does not desire to accept entries from residents of jurisdictions where the Contest does not comply with the laws of the jurisdiction in which Contestant resides. If any governmental entity determines that Contestant violates applicable laws or regulations, Sponsor shall have the option, in its sole discretion, to disqualify Contestant in the Contest less the associated entry fee. Sponsor makes no representation regarding accessing the materials on this Site from jurisdictions where its contents or the Contest is illegal or prohibited. Those users who choose to access this Site from other locations do so at their own risk and are responsible for compliance with all local laws and regulations.

How to Enter

Eligible Contestants may enter the Contest by paying the required Transformational Author Experience Platinum or Diamond pass fee to Sponsor during the registration period. Upon payment of the required pass fee, Contestant will be given access to the Contest submission details and must make their submission before the Contest closes. The cost of the Transformational Author Experience Platinum or Diamond pass includes entry into the Contest.

Contest Guidelines

The Contest is designed and intended to be a “Contest of Skill.” In order to be eligible to enter into the competition, Contestant must submit a proposal by the Contest deadline using the Contest book proposal template.

Determination of Winner

Winners of the Contest (“Winner”) will be determined based upon the judging criteria set forth in the Contest guidelines at www.TransformationalAuthor.com/contest. Because this is a “Contest of Skill,” there are no “odds” of a particular Contestant being a Winner. The Contest prizes will be awarded from the total number of Contestant entries once Sponsor closes the Contest on September 10, 2018, at 11:59 PM EST.

Prize

There will be only one (1) Winner chosen for each designated Contest prize with the exception of prizes specifically available to more than one Winner. Before entering the Contest, Contestant should carefully review these Official Rules

of the Contest. All prizes have no cash value and cannot be substituted for an alternate prize. Prizes can be viewed at www.TransformationalAuthor.com/prizes. Except where prohibited by law, Winner must execute and provide to Sponsor the following: (1) Affidavit of Eligibility, attesting to Winner's eligibility and compliance with the Official Rules; (2) a Liability Release, releasing Sponsor from any liability arising out of the Contest; and (3) a Publicity Release, allowing Sponsor to use Winner's name, likeness, voice and biographical information for publicity purposes. Winner will also be required to provide any other information needed by Sponsor to comply with applicable laws and regulations. By accepting a prize, Winner grants Sponsor permission for the use of his/her name, likeness and biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law. Should Winner be unwilling to provide any of the above to Christine Kloser Companies LLC, Winner entry to the Contest will become null and void and Winner will no longer be eligible for any prizes as set forth in the Contest. Winner will be notified by email or phone of the prize being awarded. If Sponsor is unable to confirm Winner within five (5) business days of notification being sent, or if Winner is disqualified, the prize will be forfeited. Winner is determined solely by Christine Kloser Companies LLC. The name of Winner will be posted on www.TransformationalAuthor.com/2018winners. Sponsor is not responsible for misdirected mail or inaccuracies in the address provided by the Contestant.

Limitations of Liability

In no event will Sponsor, its respective officers, directors, employees, representatives or agents, immediate family, members or residents of their households, or judges of the Contest, Sponsor, its affiliates or their employees and partners, Sponsor's web designer or their respective officers, directors, employees, representatives or agents, immediate family members or residents of their households be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, statutory or punitive damages. Without limiting the foregoing, with respect to the Contest and to the prize(s), Sponsor makes no warranty of any kind, either express or implied, including but not limited to, the implied warranties or merchantability of fitness for a particular purpose. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to Contestant. Contestant should check local laws for any restrictions or limitations regarding these limitations or exclusions.

Dispute Resolution

By entering the Contest, Contestant agrees that any controversy or claim arising out of or relating to the participation in the Contest shall be settled by arbitration, before a single arbitrator, administered by the American Arbitrations Association under its Contest arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The locale of the arbitration shall be in York County, Pennsylvania, USA, and shall not be subject to transfer to another venue or locale for any reason. By entering the Contest, Contestant further agrees that Contestant will not commence or participate in any litigation or proceeding, either as a class representative or as a class member, and that Contestant will never seek to obtain from Sponsor awards for, and hereby waives all rights to claim, statutory, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Contest).

Copyright Ownership and License

Contestant acknowledges and agrees that Contestant's name, city, state and contact information are non-confidential for all purposes and Sponsor may disclose this information in conjunction with announcements related to Contestant.

Governing Law

Sponsor, from its offices located in York County, Pennsylvania, USA, directs this Contest and Site. The Site can be accessed from all 50 states, as well as from other countries around the world. As each of these jurisdictions has laws and regulations that may differ from those of the USA, by accessing this Site, both Contestant and Sponsor agree that the statutes and laws of the USA will apply to the Contest, these Official Rules, the entire relationship between Sponsor and Contestant, and any legal proceeding arising therefrom (whether grounded in tort, contract, law or equity). In the case of a dispute, subject to the provisions of the Dispute Resolution paragraph above, Contestant and Sponsor agree any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in York County, Pennsylvania, USA. Sponsor and Contestant have irrevocably and unconditionally consented to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and to any right of jurisdiction on account of the place of residence or domicile of any party thereto.

Author's Warranty

Contestant represents and warrants, for any material submitted for consideration to the Contest, hereinafter referred to as "the Work," that Contestant is the sole author of the Work and sole and exclusive owner of the rights conveyed in this Agreement and that Contestant has not previously assigned, pledged or otherwise encumbered those rights; that the Work does not infringe upon any copyright, contains no matter which is libelous, in violation of any right of privacy, harmful to the user or any third party so as to subject Sponsor to liability or otherwise contrary to law or upon any other proprietary or personal right; that the Work is not in the public domain in any country; that all permissions for artwork have been cleared and all permissions fees have been paid; and that Contestant has full power to enter into this Agreement and to make the grants contained in it. Contestant shall indemnify and hold Sponsor harmless from any loss, damage, expense (including reasonable attorney's fees), recovery or judgment arising from or related to any breach which, if sustained would constitute a breach of any of the foregoing warranties.

Non-Competition

Until Contestant is eliminated from the Contest, Contestant agrees to not assign publishing rights to another party for subject matter similar to the Work submitted in the Contest. The exception to this provision is if Contestant self-publishes in print or digital form without assignment of rights to another party.

Severability of Illegal Provisions

Wherever possible, each provision of these Official Rules shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this document be declared invalid for any reason, such declaration shall have no effect upon the remaining portions.

Rights of Third Parties

Unless expressly stated herein to the contrary, nothing in these Official Rules, whether express or implied, is intended to confer any rights or remedies under or by reason of these Official Rules on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.

Amendment of Official Rules

Sponsor may amend these Official Rules in its sole discretion. Amendments will be posted on Sponsor's website at www.TransformationalAuthor.com/contest. Unless otherwise specified, any amendments will become effective on the day they are posted on Sponsor's website.

Entire Agreement

These Official Rules contain all agreements between Sponsor and Contestant. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in these Official Rules.

The name of the Contest Sponsor is: Christine Kloser Companies LLC, a Pennsylvania company at 211 Pauline Drive, Suite #513, York, PA 17402.