

# Raisykinder Publishing

## The Tofu Ling National Creative Writing Contest Rules

In celebration of the 4<sup>th</sup> book in the Tofu Ling Series, Raisykinder Publishing is sponsoring a creative writing contest for children in grades third (3<sup>rd</sup>) through fifth (5<sup>th</sup>). The Tofu Ling Series is based on the character Tofu Ling who is a mouse that lives with his family, the Lings, in the floorboards of an artist's shop. Raisykinder wants you to write a creative short story of a maximum of 500 words in length based on the character, Tofu Ling, and his family. Two (2) winning Finalists (Finalists) stories will be selected from those entered to be published in the 4<sup>th</sup> Tofu Ling book due to be released Fall 2010. In addition, the Finalists stories will be professionally illustrated and the Finalists will receive one (1) copy of the book. The Finalists first name only, hometown, brief bio, and picture will be listed with their story in the book. Eight (8) semifinalists (Semifinalists) will have their stories, first name only, hometown, brief bio, and picture will be listed with their story and posted on the Raisykinder Publishing website.

Please review the rules, submission guidelines, winners' selection process and notification, license to use submission, general liability release, governing law and jurisdiction, and information provided for this creative writing contest. No purchase is necessary to enter or win the contest. Any questions about the contest contact Raisykinder Publishing at [writingcontest@raisykinderpublishing.com](mailto:writingcontest@raisykinderpublishing.com).

*Our best wishes to everyone and harvest your imagination!*

### Prize

- Two (2) Finalists stories will be professionally illustrated and published in the 4<sup>th</sup> book of the Tofu Ling Series due to be released Fall 2010. In addition, the child's first name only, hometown, brief bio, and picture of the Finalists will be printed in the book.
- The winners will receive one (1) free copy of the book containing their story.
- Eight (8) Semifinalists stories, first name only, hometown, brief bio, and picture will be published on the Raisykinder Publishing website.

### Contest Rules

- **Eligibility:** The contest is open to all students in grades third (3<sup>rd</sup>) through fifth (5<sup>th</sup>) grade as of the contest date. In addition, these students must reside in the United States of America and can be in a public, private, charter, or home school. All entries must be in English. Void where prohibited.
- **Word Length:** 500 word maximum
- **Deadlines:** Entries begin October 12<sup>th</sup>, 2009 and the deadline for submission is June 1, 2010 at midnight Pacific Standard Time. No exceptions.
- **Theme Submission:** The story must be based on the Tofu Ling character in the Tofu Ling Series.
- **Originality:** Manuscripts submitted to The Tofu Ling Creative National Writing Contest should be the writer's OWN work and not evocative of any existing stories, movies, or television shows so as not to infringe on any copyrights or trademarks except for the use of the character Tofu Ling and his family, friends and living conditions. A writer may ask an adult to proofread his/her work, but the final work should represent the writer's ability. Plagiarism will not be tolerated, and any plagiarized entries will be disqualified.
- **Appropriateness:** Stories must be appropriate for school. No cursing or inappropriate content for children.
- **Entry:** Limit one (1) entry per person. Once a story is received, it is considered the final entry.
- **Parental Permission:** For an entry to be valid, all authors must obtain parental/legal guardian approval in order to submit entries to The Tofu Ling National Creative Writing Contest. In accordance with the Children's Online Privacy Protection Act (COOPA), parents of authors under the age of 13 must complete a parental consent form and such parent/ legal guardian's unconditional acceptance of all terms and conditions contained herein must be emailed or mailed to Raisykinder Publishing before the author's entry will be considered. A printable consent form is on page 3 of the attached guidelines. Instructions for emailing or mailing the permission slip to Raisykinder Publishing are listed on the permission form.

- **Entry Submission:**
  - Stories should be submitted via email as an attachment in Microsoft Word or as Rich Text Format. Email the entry to [writingcontest@raisykinderpublishing.com](mailto:writingcontest@raisykinderpublishing.com). We will reply via email to confirm it has been received.
  - Page set-up for submission: Include on the first page of the story attachment and in the following order:
    - Child's name (last and first name)
    - Title of the story
    - Grade as of (10/12/2009)
    - School: name, city, and state (if applicable)
    - Parent/legal guardian name and/or email address; teacher's name and email address
    - The story
    - Note. Put your last and first name at the bottom of each page.
  - In the subject heading of the email write: Child's last and first name. Entries by teachers/librarians write the word Teacher or Librarian followed by YOUR name.
  - **Note:** Teachers and librarians may group entries and send them together. You will need to obtain parental or legal guardian permission to submit entries and you can email or mail the parental permission slips in as a group.
  - **NO FEES:** There are no fees to submit an entry or purchase required to enter or win the contest.
  - By submitting the submission form you certify the following statement "I certify that the child is the author of the material I am submitting to Raisykinder Publishing and its licensees may reproduce, distribute, publish, display, edit, modify, create derivative works and otherwise use the material for any purpose in any form and on any media. I agree to indemnify Raisykinder Publishing for all damages and expenses that may be incurred in connection with the material."
  - All entries shall be considered the copyrighted property of Raisykinder Publishing.
  - Sponsors: The Sponsors, Raisykinder Publishing, reserves the right to verify and confirm entrant's grade level and compliance with other eligibility requirements.
- **Responsibility:** Contestant's parent/legal guardian agrees to assume all legal responsibilities and liabilities of contestant.

## Judging

- **Judging Panel:** The judging panel may include: teaching professionals, librarians, children's author, illustrator, and editor. Judging will begin on June 2, 2010 and the winners will be announced on or about August 18<sup>th</sup>, 2010 at the Raisykinder Publishing website [www.RaisykinderPublishing.com](http://www.RaisykinderPublishing.com). The decisions of the judges are final and binding.
- **Notification & Selection:** The judging panel, selected by the Sponsor in its sole discretion, will determine two (2) Finalists and eight (8) Semifinalists based on the criteria listed below. The selected Finalists will be notified by telephone and/or email using the contact information provided at the time of entry on or about August 18, 2010. The Finalists and semifinalists will have seven (7) days in which to send in to Raisykinder Publishing their bio and picture that will be used either in the book for the Finalists or the website for the Semifinalists. If the Sponsor is unable to reach the Finalists or Semifinalists within seven (7) days or Sponsor does not receive the picture and bios within the time designated the Sponsor may elect to choose the next highest scoring entry as our Finalist or Semifinalist or withhold the prize and the Sponsor will have deemed the prize forfeited by the entrant. All notification requirements, as well as other requirements within the Tofu Ling National Creative Writing Contest Rules, will be strictly enforced. The names of the winners and the title of the winning entries will be published on our website and in the 4<sup>th</sup> Tofu Ling Book in the series. In addition, a brief press release will be prepared for each of the two (2) Finalist to forward to their local media. The semifinalists will have their winning stories published on our website along with their name, bio, and picture.
- **Criteria:** The following criteria are equally weighted:
  - Originality
  - Relevance to the theme
  - Writing ability: grammar and spelling
  - Style/Voice

# Tofu Ling National Creative Writing Contest

Sponsored by Raisykinder Publishing  
Parental Permission Form

Child's Name: \_\_\_\_\_  
Grade Level: \_\_\_\_\_  
Name of School: \_\_\_\_\_  
Title of story: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Parent's email address: \_\_\_\_\_  
Parent's name: \_\_\_\_\_

I give permission for my child, \_\_\_\_\_, to enter the Tofu Ling National Creative Writing Contest, sponsored by Raisykinder Publishing. I have read the contest rules and I certify that the entry is solely the original work of my child. I understand that Raisykinder Publishing takes privacy **very seriously**, and will not sell, rent, give away, or otherwise transfer the private information above to any other party except as necessary for administration of the contest.

If my child should be one of the finalist or semifinalist, I give permission for Raisykinder Publishing to use my child's name and hometown in publicizing the winners. I also give permission for Raisykinder Publishing to publish my child's first place winning entry, first name, hometown, bio and picture in the 4<sup>th</sup> Tofu Ling book due to be released in the Fall of 2010 and on the website. If my child is a semifinalist, I give permission for Raisykinder Publishing to publish my child's first name, hometown, bio, picture and story on the website. I understand that all entries shall be considered the copyrighted property of Raisykinder Publishing and that if my child's story is selected as a Finalist or Semifinalist that I have seven (7) days to send Raisykinder Publishing my child's photo and bio or their prize will be forfeited.

Questions about the contest or this form can be sent by email to [writingcontest@raisykinderpublishing.com](mailto:writingcontest@raisykinderpublishing.com)

## Required:

Parent/Guardian Signature \_\_\_\_\_ Email address \_\_\_\_\_

If different than the above address:

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Optional for school-related entry:

Teacher/Librarian Signature \_\_\_\_\_ Email address \_\_\_\_\_

Printed Name \_\_\_\_\_

School/Library Name \_\_\_\_\_

School/Library Mailing \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ School/Library Phone \_\_\_\_\_

**All entries must be sent via email by the deadline of: June 1, 2010 at midnight Pacific Time.**

**The parental permission slip must be attached to your child's entry and emailed to Raisykinder Publishing at [writingcontest@raisykinderpublishing.com](mailto:writingcontest@raisykinderpublishing.com), or parents can mail it to Raisykinder Publishing within two (2) weeks of emailing the entry at the following address:**

Raisykinder Publishing  
1713 Golden Court  
Bellingham, WA 98226

Entries that do not have a parental permission slip received within two (2) weeks of entry will be deemed to forfeit entry.

**Remember, June 1, 2010 is the deadline for all stories including parental permission slips. No exceptions!**

By submitting the submission form you certify the following statement "I certify that my child is the author of the material I am submitting to Raisykinder Publishing and its licensees may reproduce, distribute, publish, display, edit, modify, create derivative works and otherwise use the material for any purpose in any form and on any media. I agree to indemnify Raisykinder Publishing for all damages and expenses that may be incurred in connection with the material."

## Important Information

### The Sponsor of this contest is Raisykinder Publishing.

- **License to Use Submission/Publicity Release/License to Use:** By participating in the Contest, each entrant irrevocably grants Raisykinder Publishing and their respective successors, assigns and licensees, the right to use such entrant's Submission, in whole or in part and as it may be edited by Sponsor in its sole discretion, and/or entrant's name, likeness, and/or biographical information, in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, on or in connection with the Contest and/or other promotions conducted by Raisykinder Publishing, and each entrant hereby releases Raisykinder Publishing from any liability with respect thereto. Without limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, publish, or other use each Submission, in whole or in part, for any purpose which Sponsor deems necessary or desirable (including, without limitation, posting on the Internet), and each entrant irrevocably waives any and all so-called moral rights they may have therein.
- **GRANT OF RIGHTS:** By submitting this Entry, Entrant hereby transfers and assigns all rights, ownership and interest in the Entry to SPONSOR, including all interest in the copyright in the Entry including but not limited to copyright in prior works based on or embodying the Entry and copyright in any and all derivative works relating to the Entry, and in any other intellectual property or moral rights in the Entry.
- **RELEASE OF CLAIMS:** Each entrant acknowledges that the SPONSOR and each of its parent companies, owners, affiliates and subsidiaries, and each of their employees, officers, directors, licensees, owners, assigns and sponsors (collectively the "Designated Entities") engage and have engaged in the developing, writing, acquiring, producing, publishing, disseminating and/or broadcasting of literary, artistic, and other material, including stories, ideas, themes, plots, titles, screenplays, teleplays, treatments, formats, and concepts (collectively, the "Materials"). By submitting an entry in the Contest, each entrant acknowledges and agrees that any Materials that the Designated Entities may hereinafter use or exploit may have originated with the Designated Entities themselves or may have been acquired from the Designated Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the concept submitted in the Contest by the entrant. By submitting an entry, each entrant acknowledges that he or she understands and agrees that the Designated Entities' use of Materials containing features, ideas, material and/or elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to SPONSOR to accept the entrant's entry into the Contest, each entrant hereby waives any claim or right of action against any of the Designated Entities or their successors in connection with the Designated Entities' use of any Materials (or any portions thereof) whether or not such Materials contain any features, ideas, material and/or elements similar or identical to those contained in an entrant's entry.
- **General Liability Release/Force Majeure:** Since entrants are minors, their parents or legal guardians agree that Raisykinder Publishing (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession, use and/or misuse of the prize(s), and (b) have not made any warranty, representation or guarantee, express or implied, in fact or law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer system or website is occasioned by accessing Sponsor's website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen or postage-due submissions, Submission or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, postal or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for any other errors of any kind and Sponsor in its sole discretion may disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- In the event Sponsor is prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or manmade epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local governing law, order, regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the winner from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination.
- These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- **Governing Law/Jurisdiction:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- **MISCELLANEOUS.** If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law only to the extent necessary to conform to such law, and all other provisions shall remain in full force and effect. Sponsor, and all production and hosting agencies shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. This Contest is conducted in American English. False or deceptive entries or acts will render the Entrant ineligible. Sponsor, in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if either commits or has committed any act or has been involved or becomes involved in any situation or occurrence which the Sponsor deems likely to subject the Sponsor, Entrant, or Winner to ridicule, scandal, or contempt or which reflects unfavorably upon the Sponsor in any way. If such information is discovered by Sponsor after a winner has received notice of his/her prize and before the prize is awarded, Sponsor may rescind the prize in its entirety. If a portion of his/her prize has already been awarded, Sponsor may withdraw the remainder of the prize that has been fulfilled. Decisions of the Sponsor are final and binding in all matters related to this paragraph. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize.
- **INTERNET:** Sponsor is not responsible for lost or late entries nor for electronic-transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone-equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. CAUTION: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.