

# CREM PUBLICATION OFFICIAL RULEBOOK: TERMS & CONDITIONS



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### Disclaimer

In entering any essay to this publication, I verify that this entry is my original work. I understand that entering someone else's work is against the law and that if caught, my school and parents will be notified. Using someone else's copyrighted work may lead to pursuing legal action. I further understand that I must have my parent's permission to enter this publication. By entering this publication, I agree to the above statement.



### **ARTICLE 1. INTRODUCTION**

Craft and emdash will operate the CREM Publication ("CREM") for secondary students (grades 9-12) where professional editors will review and comment on the submitted essays. CREM is an international student essay publication celebrating individual creativity and freedom of expression. CREM will select outstanding essays to help the authors showcase their talents. You may get a chance to publish your work on our online anthology issued per quarter.

Any Entrant wishing to participate in CREM shall submit an original work ("WORK") of sole authorship to be judged by a panel of international editors. The Entrant hereby agrees to comply with the terms and conditions delineated herein this Official Rulebook as a requirement for participation. The full document is also available for download at <a href="https://www.emdash.one/enter-crem">https://www.emdash.one/enter-crem</a>. This document comprises the complete understanding and agreement between CREM with an address at 3F, 26, Dosan-daero 55 gil, Gangnam-gu, Seoul, 06014, Republic of Korea and the Entrant:

### **ARTICLE 2. ELIGIBILITY**

### 2-1. TO BE ELIGIBLE, ENTRANTS PROMISE THAT:

- A. They are not affiliated with CREM (not an employee, contractor, or official of CREM or any related or affiliated organization);
- B. They are at least Grade 9 or equivalent in their respective school system;
- C. Their respective parent, legal guardian, or teacher (the "GUARDIAN") is included in the registration form and agrees to the terms and conditions of this Rulebook;
- D. They may be asked to sign any other release forms or provide official documents with regards to CREM participation and the subsequent distribution of the submitted WORK. Please refer to ARTICLE 9. COPYRIGHT, RESPONSIBILITIES AND WARRANTIES for details:
- E. Entrants and GUARDIANs agree to assume all responsibility and liability with respect to the WORK and the production, distribution, public display and the reproduction thereof;



- F. CREM reserves the right, at its sole discretion, to bar any WORK or Entrants from the publication at any time; and
- G. Entrants agree that CREM has the sole discretion to publish Entrant's WORK and that any decision of the editors shall be final.

## **ARTICLE 3. THEME**

Entrants submitting their WORK to CREM are free to explore any and all topics unless specified otherwise.

### **ARTICLE 4. JUDGING CRITERIA**

### **4-1. JUDGING RUBRIC**

The Entrant's WORK will be evaluated by a panel of professional editors. The CREM judging criteria and the respective weightings are as follows:



# **EVALUATION RUBRIC**

	Level 4 - Advanced	Level 3 - Proficient	Level 2 - Opportunity	Level 1 - Needs Improvement
Introduction	Strong, clear thesis; makes the reader interested.	Requires clearer, more focused, or more interesting details.	Needs some work to make it on-topic and/or more engaging.	Too obvious, bland and unengaging, and/or off- topic.
Organization	Movement through ideas, topics, or concepts is smooth, comprehensible and engaging.	Requires some elaboration and/or reduction for clarity, but for the most part, flows well.	A promising start but the story can be difficult to follow and changes subjects in a way that jars the reader.	Loses focus due to overwriting or underwriting of topics.
Transitions	Smooth transitions throughout.	Most transitions are smooth; some require more thought.	Transitions do not always make sense.	No transitions and/or wrong transitions used consistently/frequently.
Voice	Voice is clear and distinct. Paper evokes thought and emotion, is well-written and sophisticated.	Personality and style are present in the work and effort was clearly put into the piece.	Shows some effort in voice and distinct style but more effort is required to make the style unique.	Voice is not present in the piece. Work is required to bring some personality and life into the story.
Word Choice	Rich wording used in a thoughtful and interesting manner.	eresting word choice could be more specific engaging and/or		Word choice is too simplistic and repetitive.
Use of Language	Unique, sophisticated, and interesting; varied language throughout.	For the most part, language is strong with appropriate word choice and some variation.  Language is repetitive and has considerable room for improvement.  Language is confusing, simplistic, and/or repetitive.		
Audience Engagement	Maintains reader engagement throughout.	Thoughtful and provoking with a few sections that could be more concise in details.	Confusing, lacking in details, and/or over explained storytelling.	Content is not interesting or unique enough to engage reader.
Sensory Details	Rich in sensory engagement (sound, taste, touch, feel, etc.). Story creates an environment that brings the reader into the story without overloading the senses.	Strong details are present and enjoyable, but too many/too few are used in certain places, at times slowing the pace or making the piece choppy to read.	Too few/too many details or use of cliches that bog the piece down with unnecessary and uninteresting details.	Paper tells instead of shows is lacking in sensory details and/or uses an abundance of clichés.
Conclusion	Well crafted; leaves the reader with a sense of finality; wraps up the piece in a logical, satisfying manner.	Well written but does not fully satisfy; lacking in a strong summary and/or thought to end the piece.	Writing is simplistic and unimaginative; does not offer a unique and/or thoughtful and/or complete conclusion.	There is no conclusion and or the end of the piece is confusing.

## **DEFINITION OF LEVELS**

Level 4	Advanced	Achieves all aspects of excellent writing; technically proficient, engaging, fluent.
Level 3	Proficient	Technical aspects are strong; writing could benefit from some polish to bring it up to level 4.
Level 2	Opportunity	This is an area in which the author should focus to improve their capability.
Level 1	Needs Improvement	This is an area in which the author would benefit from additional/support coaching to dramatically improve their skills.



### **ARTICLE 5. BENEFITS AND OPPORTUNITIES**

### 5-1. BENEFITS

Within (5) five business days, the Entrant will receive our feedback. This includes 1. Our custom, at-a-glance evaluation sheet, 2. Detailed commentary to improve your writing and storytelling, and 3. Specific suggestions to improve your personal essay.

### **5-2. OPPORTUNITIES**

Our top submissions have the opportunity to be shared on our global platform. If Entrant's work achieves this caliber, we will contact the Entrant to seek her/his permission to publish her/his essay on our website's Crème de la Crème page, our quarterly e-Book.

# **ARTICLE 6. CONTENT AND SUBMISSION REQUIREMENTS**

### 6-1. ENTRY REQUIREMENTS

The Entrant understands that this Rulebook will govern both the content of the WORK as well as all aspects of the submission, including length and format. The Entrant agrees to read and abide by these terms and conditions. Any WORK that does not conform to these requirements may be disqualified, at the sole discretion of CREM.

### A. File Sizes, Formats and What to Submit.

For All Entries

- Name of the Entrant and GUARDIAN with Contact Information
- Title of the WORK
- File format:

Use only one single font family (Times New Roman or Georgia, but not both) throughout. You may use any font styles (bold, italic, superscript, etc.) within that single font family. If you need non-English characters or diacritics not available in your main font, you may use other fonts for the instance of a non-English word or diacritic.

CREM does not publish charts, photos, graphs or other graphics in essays. Please remove them before submitting.



Files **MUST** be in **MS Word** or **PDF** format only. We do NOT accept Apple Pages, GoogleDocs, etc. You must convert them to MS Word or PDF before submitting.

The filename of your document should be your first and last name followed by an underscore and the first 3 words (ONLY) of your essay title. Use spaces between names and words. Use an UNDERSCORE in place of a colon in the filename.

**DO NOT INCLUDE COMMAS** or any other punctuation. Your first and last name should be the ones you used in filling out the submission form.

For example, if your name is Craft Emdash, and your essay is titled, "The Human, The Myth, The Legend" then your filename would be:

CORRECT: Craft Emdash The Human The.docx

WRONG: thehumanthemyththelegend.docx

personal\_essay\_craft\_emdash.RTF

Submit only one file.

• CREM will NOT allow revisions after submission.

### **B. Original WORK**

The submitted WORK must be an original work, created solely by the Entrant and shall not be a copy of another party's work. Any content that is copyrightable by anyone else must be accompanied by a citation if the WORK is selected. The Entrant and GUARDIAN are solely responsible for any copyright infringement and we reserve the right to request proof that the WORK is her/his original work.

### C. Multiple Entries

The Entrant may enter numerous WORKS as she/he wishes. Each WORK is considered a separate entry and the Entrant agrees that each shall be governed by the terms and conditions of this Rulebook.

### 6-2. CONTENT REQUIREMENTS

### A. Public Relations

If the Entrant's WORK is selected, she/he agrees to cooperate with CREM's public relations efforts, advertising and promotion relating to the publication. The Entrant grants CREM the right to use the Entrant's name, biographical information, image and likeness in connection with the activities set forth above.



### B. Compliance with Korean Law

The Entrant agrees to follow any applicable laws, rules and regulations of the Republic of Korea. Any WORK that violates Korean law shall not be considered. Should you have any questions or concerns about acceptable material for submission, please contact the CREM Organizing Committee.

### ARTICLE 7. SUBMISSION DEADLINE

There is no submission deadline for CREM.

# ARTICLE 8. REGISTRATION, ENTRANCE FEE AND ANNOUNCEMENT

### 8-1. STEPS FOR REGISTRATION

The Entrant must fill out the registration form with a GUARDIAN in order to enter CREM and must input the following fields:

### A. Biographical Information:

- Full Name & Email
- Date of Birth
- GUARDIAN Full Name & Email
- GUARDIAN Phone Number
- Address (optional)
- School Name (If Applicable)
- Grade & Graduation Year

### **B. Upload WORK:**

The Entrant must upload WORK. Please refer to Article 6-1 above for submission requirements.

### C. Complete Payment:

For each WORK, a separate registration form needs to be filled out. The form is complete upon payment via the following methods:

- For debit and credit cards: 180 USD (Only for Entrants overseas)
- Bank wire transfer: 200,000 KRW



\* Please specify the Entrant's name as the depositor.

Bank Name: Woori Bank / 우리은행 Account Holder: EMDASH / (주) 엠대시

Account Number: 1005-404-327510

Swift Code: HVBKKRSEXXX

### D. Refund Policy:

The submission fee for CREM is non-refundable.

### E. Selected Work(s) Verification and Announcement:

When we return our evaluation of entrant's WORK via email, we will let you know if you are eligible for publication. Then we may undergo a verification process.

Though CREM fundamentally operates on the basis of an Honor Code, that is, we believe in our entrants' integrity, for the purpose of verification we may require i) a graded paper from your English class and/or a letter from your English teacher with comments about your writing skills and/or a 5-10 minute interview with one of our editors.

Once your essay has been selected and you have completed our verification process, CREM will schedule your piece for publication and you will be notified about the anticipated date of appearance. You will receive another notification once the issue you are featured in is live.

CREM publishes our exemplary essays on a quarterly basis: on 1 April, 1 July, 1 October, and 1 January.

You can access the Submission Form HERE.

# ARTICLE 9. COPYRIGHT, RESPONSIBILITIES AND WARRANTIES

### 9-1. COPYRIGHT

The Entrant retains all rights, title and interest in and copyright to the WORK without exception, but grants CREM the non-exclusive Licensed Rights as set forth in this Rulebook.

### 9-2. WARRANTIES AND REPRESENTATIONS

The Entrant warrants and represents that the following are true and correct and will remain so throughout the contest:



- A. The Entrant has the full right, authority and capacity to enter into this Rulebook and to grant all of the rights set forth in this Rulebook to CREM (the "Licensed Rights").
- B. The Entrant is the owner of all rights, title and interest in and to the WORK and has not assigned, licensed or hypothecated such rights to any other individual or entity.
- C. The Entrant's WORK is an original work of authorship and in no part based upon or derivative of any other work including but not limited to any other literary or visual or audio material, dramatic work, motion picture, television production, or other creative work. If copyrighted content /material has been used, CREM reserves the right to request a list of citation(s).
- D. The WORK and the exercise of any Licensed Right will not during the Term: (1) defame or hold in a false light, or infringe any right of privacy, right of publicity or other personal right of any person; or (2) infringe any copyright, patent, trademark, service mark, trade dress, trade secret, or any other intellectual property right of any person or entity or any agreement with third parties.
- E. Any and all required permissions, releases and clearances relating to the WORK have been obtained by the Entrant in favor of CREM.
- F. The material and subject matter have been solely produced by the Entrant and are free and clear of all liens, encumbrances and hypothecations.
- G. The Entrant gives CREM non-exclusive rights to enable CREM to exercise all of the Licensed Rights set forth in this Rulebook.

### 9-3. RELATIONSHIP TO THE PARTIES

- A. Entrants are not considered a legal part of the CREM organization because they have entered the contest or if we promote their WORK.
- B. The Entrant does not become an agent, employee, or representative of CREM in any fashion or manner through her/his participation in the publication, or by use of the WORK by CREM or grant of the Licensed Rights.
- C. The Entrant may not advertise or use the CREM logo or name in marketing without the prior written permission of CREM, which permission CREM may grant at its sole discretion.
- D. CREM is the organizer of the publication. CREM is granted certain Licensed Rights herein for use of the WORK at its sole discretion, but CREM is in no way obligated to exercise the Licensed Rights or use, distribute, or otherwise promote the WORK.



### 9-4. GRANT OF RIGHTS AND LICENSES

The Entrant grants CREM and its licensees and assigns a non-exclusive, royalty free, paid up, perpetual license and right to reproduce, distribute, create derivative work based upon, publicly perform and display the WORK in all formats and in all media whether now known or later developed for any purpose, including on CREM's website, in the CREM app, in publications, and to provide any images of the WORK in digital or other forms to CREM hosts to distribute, publicly display and perform the WORK to the public, to groups and organizations, as well as at festivals and events. Reproductions of the WORK may be included in materials that are given away, and may be combined with other art, with design, and with text. CREM will use its best efforts to credit or attribute the WORK to you. If CREM wishes to use the WORK in a money-making venture, CREM will negotiate for those rights separately.

CREM will exercise the above rights to (1) promote, gain exposure for, further advance and to generally support the continuation of the publication; and (2) to promote the art of writing; and (3) to consistently expose a mass audience to written works. This grant of rights shall in no way obligate CREM to exercise the rights it is granted herein.

The Entrant waives all moral rights whether now existent or created in the future.

Without limiting the foregoing grant, and as part of the Licensed Rights:

- A. The Entrant grants CREM the non-exclusive right to reproduce, recreate, donate, give away, distribute and/or use in all media now known or later developed Copies of the WORK, either packaged individually or as part of an entry compilation offering.
- B. "Copies" in this Rulebook means reproduction in all media now known or later developed, both physical media (DVD, Blu-Ray, etc.) and Internet downloads and streaming.
- C. The Entrant grants CREM the right to create derivative works from the WORK, to reproduce, distribute, publicly perform and display the WORK or any portions thereof in derivative works, in all media now known or later developed.
- D. The Entrant grants to CREM the use of any and all media submitted, including but not limited to audio, video, and images, the Entrant's behind the scenes footage (shot by the Entrant), film, publicity, and still photos, to promote all CREM programming and for promotion of the publication and CREM's goals.
- E. The Entrant grants to CREM the right to use or sublicense the WORK and the Entrant's name, biographical information, image and likeness for news broadcast and promotional purposes including streaming on the Internet without restriction as to the number of minutes used, the form of media, or the format in which it is presented. Further, the Entrant grants to CREM the right to give away montages or compilations of the Entrant's submissions of the WORK as part of CREM's Programs without restriction.
- F. The Entrant grants to CREM the non-exclusive right to stream any part of the WORK and all promotional media anywhere on the Internet without compensation, to promote the Entrant and the publication and CREM's Programs.



G. CREM may license, sublicense, or assign any or all of the Licensed Rights to any third party at its sole discretion.

### 9-5. ASSIGNMENT OF RIGHTS

Any assignment by the Entrant of her/his rights, duties and obligations, whether voluntary or involuntary, or by operation of law, shall be subject to the rights granted to CREM in this Rulebook and shall not operate to relieve or discharge the Entrant of any of her/his duties or obligations or deprive CREM of any of its Licensed Rights.

### 9-6. TERM

Lifetime of the Entrant, plus seventy (70) years

### 9-7. DISQUALIFICATION

Should the Entrant violate any of the warranties expressed herein, upon discovery she/he shall be automatically disqualified from the publication and subject to forfeiture of any and all benefits received therein, if applicable.

#### 9-8. PRIVACY POLICY

CREM believes in privacy and in protecting the privacy rights of the Entrants and GUARDIANS. CREM shall not share any information about the Entrants and GUARDIANS with any other company, individual, or agency without the express permission of the Entrants and GUARDIANS involved. Addresses will not be given or shared with any other company, individual, or agency for any purpose. Address information will only be used by CREM to contact selected Entrants about the results and any ensuing publication. Please contact CREM if you have further questions on this privacy policy.

### 9-9. ARBITRATION AND GOVERNING LAW

Any disputes or controversies arising under this Rulebook shall be submitted to binding arbitration in Seoul, Republic of Korea. The arbitration shall be administered in accordance with the jurisdiction and rules of the Korean Association of Mediation & Arbitration (한국중재협회), for submission to a single arbitrator. The Arbitration shall be held in Korean.

#### **9-10. NOTICES**

Whenever notices are required to be given under this Rulebook, they shall be addressed to the Entrant at the address provided on the CREM registration form where the Entrant agreed to this Rulebook.



### 9-11. FINAL AGREEMENT

The parties agree that this Rulebook represents the final and complete understanding and agreement between the Entrant and CREM and that any oral or written statement or representation regarding the same is superseded by this Rulebook. The Entrant warrants that it is entering into this agreement voluntarily and that CREM has made no inducement and/or representation not set forth herein. This Rulebook and the subject matter thereof may not be modified or waived without the express written consent of the parties.

