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## Policy Concerning Submission of Ideas and Other Material

Thank you for your interest in submitting material, which may include basic or detailed ideas, program formats, storylines, literary material, musical material, audio, video and film works, titles and performances, for our use. Because we receive many submissions that are similar to other ideas already under consideration, it is our policy to decline to consider any material unless the person submitting it has completed and signed the Agreement below. **Please review the entire Agreement before submitting any materials.** Please complete and sign this Agreement in the spaces provided, return the original to us, and retain a copy for your records.

Title of Project:
Creator(s) (Print name):

Dear Image Media:

In accordance with **Image Media policy concerning submission of ideas and other material**, I am today voluntarily submitting to Image Media its parent, subsidiary, and affiliated entities, and any entity which may produce programming for any of the foregoing (collectively, "You") my material summarized on the following page (the "Submitted Material") pursuant to the following terms:

1. I acknowledge that I am submitting the Submitted Material voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between us by the submission of the Submitted Material. You may use any part of the Submitted Material that any member of the public freely could use without liability to me.
2. I warrant that I have originally created the Submitted Material and that no one else to my knowledge has any right to it. I believe the Submitted Material and its features to be unique and novel. However, I recognize that other persons, including your own employees, may have submitted to you or others, or made public, or may in the future create and submit, or make public, similar or identical material that you may have the right to use, and I understand that I will not be entitled to any compensation because of your use of other similar or identical material. I understand and agree that your use of material containing features or elements similar or identical to those contained in the Submitted Material will not obligate you to negotiate with me or entitle me to any compensation if you determine that you have an independent legal right to use that other material (for example, because the features or elements are not new or novel, were not originated by me, or were or may hereafter be independently created and submitted by other persons).
3. You agree to consider the Submitted Material. If you want to use the Submitted Material, and provided it is original, novel, and valuable, you agree to pay me an amount of money to be set forth in a separate written agreement, which then will be the only contract between us with regard to this subject matter.

4. I agree that I must give you written notice by certified or registered mail to Image Media at either address listed above, of any claim arising in connection with the Submitted Material or in connection with this Agreement. I agree to provide that notice within 30 calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Paragraph 5 below within six months after the date of your alleged first use of the Submitted Material; my failure to do so within that six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against you.

5. This Agreement shall be interpreted under the internal, substantive laws of the province of British Columbia without regard to the conflicts of law provisions thereof. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages up to \$1,000.00; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. I may only commence an action at law for the sole purpose of enforcing an arbitration award. Notwithstanding the foregoing, I understand and acknowledge that the entity to which I am providing the Submitted Materials may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.

6. I have retained a copy of the Submitted Material, and I release you from liability for loss of or damage to the Submitted Material.

7. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to you, unless agreed in writing to the contrary at the time of the submission.

8. No termination of this Agreement, and no acts with respect to the Submitted Material (such as your returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to arbitrate, and time for bringing any action), and all rights will survive any termination or acts.

<i>(Creator: Please provide information requested below.)</i>	
Name (Signature):	Date:
Email:	Phone:
Address:	