

[Writersandfilmmakers.com](http://Writersandfilmmakers.com) TERMS, CONDITIONS AND ARBITRATION PROVISION THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES PLEASE READ IT CAREFULLY. I have volunteered to participate in Writersandfilmmakers.com short/feature film or short/feature script competition (the "Competition"). In that regard, I, on behalf of myself and on behalf of the production company that produced the Submitted Material (as defined below) (jointly and severally, "I" or "me") am voluntarily submitting to Writersandfilmmakers.com and its respective parent, subsidiary, and affiliated entities and the sponsors of the Competition (individually and collectively, "Writersandfilmmakers.com"), the material which I have provided or may provide to Writersandfilmmakers.com in connection with the Competition, including, but not limited to my short/feature film or script and any trailers or other promotional materials for my short/feature film or script (individually and collectively, the "Submitted Material"). By submitting my Submitted Material to Writersandfilmmakers.com and/or by clicking to accept these terms, you agree to the following: 1. I understand and agree that Writersandfilmmakers.com will make all decisions regarding participation in the Competition in its sole discretion, without any limitation whatsoever, including without limitation who to select for the Competition and the recipients of any and all awards or services for the Competition. I understand that I may not be selected for the Competition and that by submitting the Submitted Material, I am not guaranteed to be part of the Competition or any Competitions, or be selected as the recipient of any award or service. 2. I have created and am submitting the Submitted Material completely voluntarily and on an unsolicited basis. Writersandfilmmakers.com has not hired or otherwise retained me, in any way, to create or submit the Submitted Material. I understand that Writersandfilmmakers.com will neither pay me any money nor provide me any other consideration for creating or submitting the Submitted Material, for executing this Agreement, for participating in the Competition, or for granting any of the rights granted in this Agreement. I also understand that Writersandfilmmakers.com has not promised to license or otherwise acquire the rights to any of the Submitted Material other than those rights I grant in Section 4 and 5, below, or to hire me for my creative services in the future, or to find me representation or future work or bookings. Except as provided below, or otherwise agreed in writing by Writersandfilmmakers.com, all costs and expenses I may incur in connection with my submission of the Submitted Material, or my participation in the Competition (if selected), or in connection with the production, distribution, exhibition or other exploitation of the Submitted Material, will be my sole responsibility. 3. I understand and agree that I am not submitting the Submitted Material in confidence and that no confidential relationship is, or is intended to be, created between Writersandfilmmakers.com and me by my submission of the Submitted Material. Nothing in this Agreement, nor my creation or submission of the Submitted Material, shall be deemed to place Writersandfilmmakers.com in any different position from any other member of the public with respect to the Submitted Material. Accordingly, Writersandfilmmakers.com may use any part of the Submitted Material that any member of the public freely could use without liability to me. 4. I hereby grant to Writersandfilmmakers.com, its successors, licensees, sponsors and assigns the non-exclusive, royalty-free right to exhibit, transmit, distribute, edit, reproduce, copy, publish, display, perform, translate, adapt, modify, use and otherwise exploit the Submitted Material (or any part thereof), as well as the name, image, voice, likeness and biographical information of me and/or the cast, crew and any other person or entity involved in the production of the Submitted Material, in and in connection with the Competition (including, without limitation, at the Competition finale screening, if any), initiative, and/or any future showcases, in any and all manner and media whatsoever whether now known or hereafter devised, throughout the universe in perpetuity, and in any and all advertisements, promotions, publicity, marketing or other material relating to the Competition, initiative, or any future showcases. 5. Without in any way limiting the foregoing, I hereby grant to Writersandfilmmakers.com, its successors, licensees, sponsors and assigns the non-exclusive, royalty-free right to exhibit, transmit, distribute, edit, reproduce, copy, publish, display, perform, translate, adapt, modify, use and otherwise exploit the Submitted Material (or any part thereof) as follows: (a) on any website, broadcast, cable or other distribution or exhibition platform of Writersandfilmmakers.com or its licensees in any and all manner and media whatsoever, whether now known or hereafter devised throughout the universe in perpetuity; (b) via the regular network signal of any broadcast, cable or distribution platform of Writersandfilmmakers.com (the "Network Transmission") in any format whether now known or hereafter devised (including, without limitation, in standard definition ["SD"], high definition ["HD"] and/or Three Dimensional ["3D"]); and (c) authorize the retransmission of the Submitted Material (or any part thereof) in any format whether now known or hereafter devised (including, without limitation, in SD, HD and/or 3D), simultaneously or substantially simultaneously with such Network Transmission, by any means whether now known or hereafter devised (including, without limitation, over-the-air, satellite, wire, cable, digital, telco, DBS, Internet, computer networks, cellular and/or wireless) to any audio/visual receiving devices, whether now known or hereafter devised (including, without limitation, television equipment or monitors, set-top boxes, personal computers, smartphones, handheld or mobile devices and tablets). Neither Writersandfilmmakers.com nor any other licensee of Writersandfilmmakers.com shall be required to obtain any consent of, or pay any compensation to, me or any third party for such transmission and re-transmission or any other rights for which beyond that specifically provided by this Agreement (e.g., any transmission of the Submitted Material (or any part thereof) and the simultaneous or substantially simultaneous re-transmissions of the Submitted Material (or any part thereof) shall collectively be considered one exhibition of the Submitted Material (or any part thereof) under this Agreement and in no event will any such re-transmission be considered a repeat exhibition). In addition, and without in any way limiting the foregoing, Writersandfilmmakers.com may use the Submitted

Material (or any part thereof) to determine whether to invite me or any cast or production members of the Submitted Material to participate in any other Writersandfilmmakers.com Initiative programs. 6. Notwithstanding the provisions of Sections 4 and 5 above, I shall have the right to terminate Writersandfilmmakers.com rights to use the Submitted Material as set forth in Sections 4 and 5 above at any time commencing two (2) years from the date the Submitted Material was accepted by Writersandfilmmakers.com pursuant to this Agreement, upon written notice addressed to the Writersandfilmmakers.com Law Department at the following address: Writersandfilmmakers.com, Legal Department, 22 Aldwych ave, 1<sup>st</sup> Floor, Toronto, ON, M4J1X2, Canada and delivered by certified or registered mail, in which case the rights granted in section 4 and 5 shall be terminated upon the Law Department's receipt of such notice (unless the notice is received less than two (2) years after the date that the Submitted Material was accepted by Writersandfilmmakers.com pursuant to this Agreement, in which case the rights shall not terminate until that date which is two (2) years after the date of this Agreement). 7. Subject to the rights granted to Writersandfilmmakers.com as described above and the other terms and conditions herein, I shall retain the copyright in and to my Submitted Material. 8. I hereby represent and warrant that (a) I have the right to enter into this Agreement and grant the rights granted in this Agreement; (b) the Submitted Material consists or shall consist of original material protected by copyright that is, or prior to submission of the Submitted Material to Writersandfilmmakers.com in accordance with the terms and conditions of this Agreement will be, owned or exclusively controlled by me, or (c) if and to the extent that any elements of the Submitted Material are based in whole or in part on any existing formats, elements, materials or performances protected by copyrights owned or controlled by any third parties, or with respect to which any third party has any rights, I have obtained all rights in such formats, elements, materials and performances necessary for Writersandfilmmakers.com to exploit the Submitted Material in accordance with the terms of this Agreement; and (d) any use of the Submitted Material in the manner described in Section 4 and 5, above will not infringe upon or violate my rights or the rights of any third parties. 9. To the fullest extent permitted by law, I agree to defend, indemnify and hold free and harmless each of the following: (i) Writersandfilmmakers.com, its licensees, successors and assigns; (ii) any Competition sponsors and their respective advertising agencies; (iii) any program channels and any other services that may broadcast, exhibit, transmit, distribute, advertise, promote, market, publicize or otherwise use or exploit the Submitted Material; and (iv) each of their respective officers, directors, partners, members, representatives, agents, employees and contractors (each of the foregoing being referred to individually and collectively as the "Indemnified Parties"), from and against any and all liabilities, actions, claims, suits, liens, judgements, demands, losses, costs, expenses and damages, including, without limitation, reasonable attorneys' fees and costs and any and all damages of any kind and nature, whatsoever (all of the foregoing being referred to individually and collectively as "Claims") that are caused by, arise out of, relate to or concern in any way the Submitted Material, including, but not limited to, one or more of the following allegations: (a) the breach by me of any of the terms, covenants, conditions, representations, warranties or promises contained in this Agreement; (b) the wrongful use of ideas, material or rights in the Submitted Material (including, without limitation, allegations of idea theft, copyright infringement, trademark infringement, breach of contract and unfair competition); (c) the telecasts, broadcasts, exhibitions, distributions, advertisements, promotions, marketing, publicizing or any other use or exploitation of the Submitted Material in accordance with this Agreement; (d) the negligence, wilful misconduct or other acts or omissions by me or the production company that produced the Submitted Material, their respective agents, employees, representatives, or contractors or any other cast members, on-camera participants, or crew members arising out of, relating to or concerning in any way the production of the Submitted Material (including, without limitation, development, pre-production, production and post-production activities); (e) the violation of or failure to comply with any applicable laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances and/or provisions of any foreign, federal, provincial, state or local government agency, authority or court, including, without limitation, those relating to the production of sexual content (e.g., 18 USC §§ 2256 et seq. (as it may be amended)); and (f) the injury to or death of any agents, employees, representatives, or contractors or any other cast members, on-camera participants, or crew members of the Submitted Material in connection with the production of the Submitted Material (including, without limitation, development, pre-production, production and post-production activities). 10. I understand, acknowledge, and hereby do waive and release, for myself and my heirs, executors, and administrators, any and all rights, claims, and causes of action whatsoever I may have against each of the Indemnified Parties from any and all loss, liability, damage, claim, demand, cost, expense, injury, harm, matter, cause, or any other Claims arising from or in connection with my participation in the Competition, and the acceptance or utilization of any awards or services that I may receive in connection with the Competition (if any). If requested by Writersandfilmmakers.com, I will execute and deliver to Writersandfilmmakers.com any and all documents consistent herewith to effectuate the purposes of this Agreement (e.g., indemnity agreements). 11. I understand that I am solely responsible for any local, state, provincial, prefecture and federal taxes and fees in connection with any award or benefit awarded to me in connection with the Competition (if any), and that such taxes may be based upon the full value of the award or benefit provided and that federal and/or state/province/prefecture withholdings may be required and may be deducted from my award or benefit or requested from me as a reimbursement at Writersandfilmmakers.com sole discretion. I understand that if there is a discrepancy between the approximate retail value of the award or benefit and the actual value of the award or benefit I receive, the value stated on the IRS/CRA Form issued to me will govern. I understand and agree

that the IRS/CRA does not require my consent to any provision of this document other than the certifications required to avoid backup withholding. 12. I believe the Submitted Material to be unique and novel. However, I recognize that other persons, including Writersandfilmmakers.com own employees, may have submitted to Writersandfilmmakers.com or others, or made public, or may in the future originate and submit, or make public, similar or identical material that Writersandfilmmakers.com may have the right to use, and I understand that I will not be entitled to any compensation because of Writersandfilmmakers.com use of other similar or identical material in any manner. I understand and agree that Writersandfilmmakers.com use of material containing features or elements similar or identical to those contained in the Submitted Material other than in the manner described in Section 4 and 5, above, will not obligate Writersandfilmmakers.com to negotiate with me nor entitle me to any compensation if Writersandfilmmakers.com determines that it has an independent legal right to use that other material for any reason (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, including your employees). 13. I understand that Writersandfilmmakers.com does not promise to license or acquire any rights to the Submitted Material other than that which is set forth in Section 4 and 5, above, or to hire or otherwise retain me or any production personnel of the Submitted Material for my or their creative services in the future. If Writersandfilmmakers.com wishes to use the Submitted Material in any manner other than that described in Section 4 and 5, above (and if it is original, novel and valuable), or if Writersandfilmmakers.com wishes to hire or retain me for my creative services, I understand that we would have to separately meet and negotiate the terms of any such potential future arrangements and enter into separate written agreements that would supersede this Agreement with regard to the specific material or my services. 14. If for any reason the Competition is cancelled or cannot be administered or completed as planned, Writersandfilmmakers.com reserves the right, at its sole discretion, to terminate, modify and/or suspend the competition. Notwithstanding the foregoing, Writersandfilmmakers.com reserves the right to terminate, modify or suspend this Competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By submitting my Submitted Material, I agree that should this Competition be terminated for any reason, I irrevocably waive any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. 15. I agree that I must give Writersandfilmmakers.com written notice, by certified or registered mail to the Writersandfilmmakers.com Law Department at the 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 thirty (30) calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Section 14, below, within one (1) month after the date of Writersandfilmmakers.com first use of the Submitted Material. My failure to commence a formal arbitration proceeding within that six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against Writersandfilmmakers.com. 16. Except to the extent prohibited by any applicable collective bargaining agreement, any controversy arising out of, relating to, or concerning in any way this Agreement, or Writersandfilmmakers.com use of the Submitted Material, shall be conclusively determined by arbitration as provided by Ontario law, or any subsequent versions in effect at the time the arbitration is commenced. The arbitrator in any such arbitration shall be a licensed attorney or former judge experienced in entertainment law who is mutually selected by us.. The arbitrator's decision and authority shall be controlled by the terms of this Agreement. No award may exceed: (1) the maximum entry fee of the Competition. I agree that I can suffer no damages in excess of these amounts from Writersandfilmmakers.com use of the Submitted Material or for any other claim with respect to it. Judgment upon the award may be entered in any court having jurisdiction. Although I may commence an arbitration action at law for the sole purpose of (1) enforcing or interpreting this Agreement, or (2) enforcing an arbitration award, my remedy is limited to money damages; 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. 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 Material may not be a signatory to the Writers Guild of America/Canada Theatrical and Television Basic Agreement. 17. I understand that Writersandfilmmakers.com will not return the Submitted Material, and that I have retained a copy of any Submitted Material. I release Writersandfilmmakers.com from any liability for loss of or damage to the Submitted Material. 18. This Agreement constitutes our entire understanding with respect to the subject matter hereof. Any modification or waiver must be in writing, signed by Writersandfilmmakers.com and me. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement applies equally to any other material that I may submit to Writersandfilmmakers.com, unless agreed to the contrary by Writersandfilmmakers.com and me, in writing, at the time of the submission. 19. No termination of this Agreement and no acts with respect to the Submitted Material (such as returning it to me) will be deemed to affect our respective rights and obligations under this Agreement (including those as to amount of

compensation, agreement to arbitrate, and time for bringing any action), and all such rights and obligations shall survive any termination or acts. 20. I understand and agree to follow all submission rules as per the rules and legal webpage. Failure to follow may lead to termination upon Writersandfilmmakers.com sole discretion. 21. I understand and agree that any attempt to manipulate, augment, communicate, influence, collude or coerce another contestant to alter or contemplate to alter their judging/scoring will result in termination from the competition and I will not receive reimbursement, compensation, prize or award of any kind.