

## **ABFF TV SERIES INITIATIVE POLICY REGARDING SUBMISSION OF MATERIALS**

ABFF VENTURES, LLC (ABFFV); JEFF FRIDAY MEDIA, LLC (JFM); ENDEAVOR CONTENT (EC) and POV would like all those who have submitted materials — including ideas, proposals, marketing or promotional plans, program formats, literary material, video and musical compositions — to be aware of the challenges we face in reviewing, investigating, inspecting and evaluating the submissions.

Much of the material that we are now receiving may include content, suggestions or ideas substantially similar or identical to those that have been developed by our staff or may have been submitted by others. Further, we may begin using material similar or identical to yours, which we received after the date of your submission. We therefore need to keep track of when we receive and review submissions so we can determine whether we have in fact already used those ideas, and decide what compensation should be paid in the event of their use.

Because of this, it is our policy to require the signing of the enclosed Submission Release that we must review before considering any material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the release carefully and return to us a signed copy along with the material you wish to submit.

### **SUBMISSION RELEASE**

Dear Sir/Madam:

You have indicated that you wish to submit to the ABFF TV SERIES INITIATIVE to ABFF VENTURES, LLC (ABFFV), JEFF FRIDAY MEDIA, LLC (JFM), ENDEAVOR CONTENT (EC), and POV certain ideas, proposals, scripts, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this release in the space indicated below and returning it to us with the Material for our consideration, you confirm that you have read the enclosed policy concerning the acceptance of the Material for review, and you accept the terms of this release. The Material should be summarized on the attached Schedule A and submitted with this release.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, ABFFV/JFM/EC/POV agree to have appropriate employees review and evaluate the Material you have submitted.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and ABFFV/JFM/EC/POV. You requested this opportunity to submit your Material to ABFFV/JFM/EC/POV and you make this submission voluntarily and on an unsolicited basis. You and ABFFV/JFM/EC/POV have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against ABFFV/JFM/EC/POV unless and until a formal written contract has been entered into between you and ABFFV/JFM/EC/POV, and then the obligation shall be only as is expressed in the formal written contract. If your submission is selected as the final, at such time you will enter into a mutually agreed upon formal agreement with ABFFV/JFM/EC/POV .
3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, treatment/synopsis, series bible, lookbook, drawings, photographs, taped materials, director's reel, etc.) are summarized on Schedule A attached to this form, and you have disclosed no other features to ABFFV/JFM/EC/POV.

You acknowledge that this release covers and governs any and all of the Material, whether first submitted to ABFFV/JFM/EC/POV contemporaneously with, or prior to, or following, the execution of this release, and applies also to any submission of the Material made to ABFFV/JFM/EC/POV by another source, directly or indirectly, by or through you.

You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel.

However, you cannot and will not assume or infer from the fact that ABFFV/JFM/EC/POV accept your offer to submit your Material to ABFFV/JFM/EC/POV, that ABFFV/JFM/EC/POV regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including ABFFV/JFM/EC/POV employees may have submitted to ABFFV/JFM/EC/POV or to others or made public, or may hereafter originate and submit or make public, similar or identical Material that ABFFV/JFM/EC/POV shall have the right to use, and you understand that you will not be entitled to any compensation because of ABFFV/JFM/EC/POV's use of such other similar or identical Material. Subject to the foregoing provisions, ABFFV/JFM/EC/POV will not make any use of any legally protectable portion of your Material unless you and ABFFV/JFM/EC/POV have agreed in writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by ABFFV/JFM/EC/POV for similar Material from comparable sources.

4. Any controversy arising out of or in connection with this agreement, including without limitation any claim that ABFFV/JFM/EC/POV has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of New York, and the parties consent to the jurisdiction of the state and federal courts of New York for the resolution of such matters. In the event of such controversy, you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of ABFFV/JFM/EC/POV's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of ABFFV/JFM/EC/POV's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

5. You have retained a copy of this Submission Release and of your Material, and you release ABFFV/JFM/EC/POV from liability for loss or damage to the Material. You also acknowledge and agree that ABFFV/JFM/EC/POV is not obligated to return your Material to you. ABFFV/JFM/EC/POV's review of your Material constitutes ABFFV/JFM/EC/POV's acceptance of the terms and conditions set forth herein, and ABFFV/JFM/EC/POV shall have relied upon your agreement herein in considering your Material for review. ABFFV/JFM/EC/POV agrees to use reasonable efforts to keep all the Material confidential.

6. This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

7. You are executing this release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.

8. As used in this release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "ABFFV/JFM/EC/POV" and "we" includes and inures to the benefit of ABFFV/JFM/EC/POV and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

(Note: Write a summary of the Material in the attached Schedule A.)

**ACCEPTED AND AGREED TO:**

Signature:

Print Name:

Street Address:      City:      State:

Email:

Phone:

Date:

I have read and agree to the 2021 ABFF TV Series Initiative Rules/Eligibility Criteria, as well as the above Submission Release.

Signature:

Date:

**Please submit your application materials by no later than December 31, 2021, via film-freeway.com**

Schedule A: Submission Description

Project Title:

Name of Submitter:

Writing Partner's Name (if applicable):

Brief Summary of Content/Log Line (25 words or less):