

DESCRIPTION & SUBMITTED MATERIAL LICENSE (“Submission License”)

As part of my application to participate in the “**BET and Color Creative Script to Screen**” script writing competition (“**Competition**”), I am submitting an original one-page description (“**Description**”) and a pre-existing thirty-minute or sixty-minute pilot script (if applicable). If I advance to later rounds of the Competition, I may be requested to submit additional materials, including, without limitation, a revised Pilot Script. Any other material I provide to Competition Sponsors is referred to in this Submission License as the “**Submitted Material.**” All capitalized terms that are not defined in this Submission License have the definitions as stated in the Official Rules of the Competition. “I,” “Participant,” “me” and “my” refers to the Competition entrant submitting the Submitted Material. The terms “include” or “including” will be interpreted broadly without limitation or restriction.

By entering the Competition and uploading the Description and Submitted Material to the Site or otherwise delivering the Submitted Material to Sponsors, I hereby acknowledge and agree as follows:

1. **Exclusive License To Description and Pilot Script (if applicable) During Competition:** For the period of time that begins with the date of submission and ends when the Competition ends (i.e., when the Winner is announced), I hereby grant to each Sponsor and their respective parent companies, subsidiaries, affiliates and related entities, successors, and licensees an exclusive, royalty-free license to use, include, modify, excerpt, distribute, and exploit (and to license such rights to others) the Description and Pilot Script (if applicable) in and in connection with the Competition, Project, and in ancillary materials, commercial tie-ins, and publicity materials for the Competition, Project and Sponsors, worldwide, in any form or format, in all forms of media, now known or developed later without compensation or notice unless I become the official Winner of the Competition or unless and until Sponsors or their licensees, assignees, or affiliates otherwise approach me to enter into a separate acquisition or license agreement for rights to all or part of the Description or Pilot Script.
2. **Perpetual Non-Exclusive License To Description and/or Pilot Script (if applicable) After Competition:** If any part of the Description and/or Pilot Script are incorporated into the Project or ancillary materials, commercial tie-ins, and publicity materials and advertisements for the Project, Competition, Winning Script, or Sponsors (collectively, “**Project-Related Materials**”), I also grant Sponsors (and Sponsors’ licensees, successors, and assigns) an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to continue use of elements from the Description and/or Pilot Script as and to the extent incorporated in the Project-Related Materials in all forms, formats and media now known or developed later.
3. **Perpetual Grant To Submitted Material:** I hereby grant to each Sponsor and their respective parent companies, subsidiaries, affiliates and related entities, successors, and licensees a non-exclusive, irrevocable, perpetual license to use, include, modify, excerpt, distribute, and exploit (and to license such rights to others) the Submitted Material in and in connection with the Competition, Project, and Project-Related Materials, worldwide, in any form or format, in all forms of media, now known or developed later without compensation or notice.
4. **Right to Modify:** I hereby grant Sponsors permission to edit, alter, modify or change any part of the Submitted Material for any reason in connection with Sponsor’s (or Sponsor’s assignee’s or licensee’s) use thereof.
5. **Potential Purchase Agreement:** I acknowledge and agree that if I am selected as the Winner of the Competition, I will enter into an agreement with Producer (or Producer’s successor, assignee, licensee, or designee), pursuant to which such entity will acquire all right, title, and interest in my Pilot Script (including the copyright and all renewals and extensions thereof) in all media now known or hereafter devised worldwide in perpetuity.

6. **Representations and Warranties**: I represent and warrant that:
 - a. The Description, Pilot Script (if applicable) and Submitted Material and all elements of the Description, Pilot Script and Submitted Material are my original work (and any collaborator and co-author disclosed to Sponsors on my application) and are not based on any other material or source;
 - b. I have the right to submit the Description, Pilot Script (if applicable) and Submitted Material to Sponsors without obligation to any third party and Sponsors' use and exploitation of the Description, Pilot Script (if applicable) and Submitted Material will not violate or infringe any third party rights; the consent of no other person or entity is required for the Sponsors to fully exploit the Description, Pilot Script (if applicable) and Submitted Material as provided herein.
7. **Non-Confidential**: The Description, Pilot Script (if applicable) and Submitted Material will be treated as non-confidential and Competition Entities shall have no obligation of any kind with respect to such materials except as otherwise expressly set forth in this Submission License or the Official Rules.
8. **No Rescission or Injunctive Relief**: All rights granted to Sponsors pursuant to this Submission License are irrevocably vested at the time of submission. To the maximum extent permitted by law, I acknowledge and agree that no breach by Sponsors of any statements in this Submission License or in the Official Rules of the Competition will entitle me to equitable relief, whether injunctive or otherwise. I explicitly waive the right to seek or obtain any form of equitable relief. I acknowledge and agree that my sole remedy for any dispute related to this Submission License, the Competition, or Project shall be an action at law for solely for compensatory damages. To the maximum extent permitted by applicable law, I expressly waive all rights to seek or obtain incidental, consequential, special, punitive damages, or lost profits.
9. **Release**: To the maximum extent permitted by applicable law, I, on behalf of myself and my heirs, next of kin, spouse or spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns, collectively "**Releasing Parties**") irrevocably and unconditionally agree not to sue and release the Competition Entities from all claims, damages, liabilities, costs, expenses of any kind (including, without limitation, attorneys' fees) (collectively, "**Claims**") using any legal theory (including, without limitation, intentional or negligent infliction of emotional distress, violation of privacy or publicity rights, defamation, false light, breach of implied or express contract, copyright infringement, idea submission, etc.) arising from this Submission License or my participation in the Competition or Project, including, without limitation, the inclusion of the Description, Pilot Script (if applicable) and Submitted Material and my name, voice, or likeness in Project-Related Material production of a project similar to my Description, Pilot Script (if applicable). Additionally, I irrevocably waive all rights of "droit moral," "moral rights of authors" or any similar rights or principles of law in any country of the world which I may now or later have in the Description, Pilot Script (if applicable) and Submitted Materials, and agree not to institute or permit any action or lawsuit on the grounds that the Description, Pilot Script (if applicable) or Submitted Material or any other work based upon the Description, Pilot Script (if applicable) or Submitted Material constitutes an infringement of my droit moral or is in any way a defamation or mutilation of the Description, Pilot Script (if applicable) or Submitted Material or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations. I expressly acknowledge that many parties will contribute to the Project and other works that may or will embody all or part of the Description, Pilot Script (if applicable) and Submitted Material. Accordingly, if under any applicable law the above waiver or assignment of "droit moral" or "moral rights of authors" is not effective, then I agree to exercise such rights in a manner which recognizes the contribution of, and will not have a material adverse effect upon, such other parties.
10. **Acknowledgement of Similar Projects**: I recognize the possibility that the Description, Pilot Script (if applicable) and Submitted Material may be similar to material that has or may come to the Competition

Entities or their affiliated or related entities from other sources. Receiving similar material has given rise to litigation in the past so that unless Sponsors can obtain adequate protection in advance, Sponsors will refuse to consider or post the Description, Pilot Script (if applicable) and Submitted Material. The protection for Sponsors and the other Competition Entities must be sufficiently broad. Accordingly, as a further inducement to the Competition Entities to conduct this Competition and consider my Description, Pilot Script (if applicable) and Submitted Material in connection therewith:

- a. I specifically acknowledge and agree that I do not and will not under any circumstances have or assert any so-called "idea submission," implied contract or similar claim against the Competition Entities arising from or in connection with the Description, Pilot Script (if applicable) and Submitted Material or any elements thereof.
- b. I entered the Competition and submitted the Description, Pilot Script (if applicable) and Submitted Material voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between the Competition Entities and me by reason of such submission or otherwise. Competition Entities will not be in a worse position than any member of the public with respect to the Description, Pilot Script (if applicable) and Submitted Material as a result of my participation in the Competition and this Submission License. Without limiting any of the rights and releases I have granted herein, any part of the Description, Pilot Script (if applicable) and Submitted Material that could be freely used by any member of the public may be used by the Competition Entities without liability to me or any other party claiming from or through me. I understand and agree that the Competition Entities' use of material similar to the Description, Pilot Script (if applicable) and Submitted Material or containing features or elements similar to those contained in the Description, Pilot Script (if applicable) and Submitted Material shall not obligate the Competition Entities to negotiate with me nor entitle me to any compensation or other entitlement if the Competition Entities determine that the Competition Entities have an independent legal right to use such other material (either because, e.g., such features or elements are not new or novel, were not originated by me, or were or may hereafter be independently created by or submitted to the Competition Entities).

11. **Indemnification**: I agree to defend (at Competition Entities' option), indemnify and hold Competition Entities harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys' fees and costs and punitive damages) caused by or arising out of Competition Entities' use of the Description, Pilot Script (if applicable) and Submitted Material or any rights granted by me herein in any manner, or as a result of any breach of the representations and warranties in this Submission License.
12. **Non-Employee**: I am not now, nor have been in the past two (2) years, an employee or an independent contractor of the Sponsors or other Competition Entities or any entity owned, controlled or affiliated with Sponsors, or any of its respective parents, subsidiaries or affiliated or related entities. I acknowledge and agree that my application to participate in the Competition does not create an employment relationship between Sponsors and me.
13. **Severability**: Should any provision of this Submission License be void or unenforceable, such provision shall be deemed omitted, and this Submission License with such provision omitted shall remain in full force and effect.
14. **Written Modifications**: This Submission License may be modified only by subsequent written agreement.
15. **Governing Law**: All disputes concerning the interpretation, validity and enforcement of this Submission License will be resolved in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

16. **Venue:** Any action, proceeding or litigation concerning this Submission License or my participation in the Competition and Project may only be brought in New York County, New York and that the courts of New York County, New York, shall have exclusive jurisdiction over me and the subject matter of any such proceeding.
17. **Assignability:** I agree that the rights I am granting to Sponsors in this Submission License are freely assignable by Sponsors and that Sponsor and Sponsor’s assignees and licensees shall have no obligations whatsoever other than as expressly stated in this Submission License.
18. **Arbitration:** I acknowledge and agree that, to the maximum extent permitted by law, all disputes related to this Submission License and the Competition will be resolved, upon the election by Participant or Sponsors, through a binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”) pursuant to JAMS Streamlined Arbitration Rules and Procedures, which can be found at <https://www.jamsadr.com/rules-streamlined-arbitration/>. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSORS NOR PARTICIPANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve disputes is limited to dispute between Sponsors and Participants alone, and the arbitrator’s authority to make awards is limited to awards to Sponsors and Participants alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party’s right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply. Judgments on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If arbitration is chosen, the arbitrator selected will be familiar with the entertainment industry. Each party will bear its own costs, including attorneys’ fees. Failure to appear at any arbitration hearing entitles the arbitrator to continue with the proceeding with only one party.

PLEASE READ THIS SUBMISSION LICENSE CAREFULLY AND COMPLETELY AND THEN SIGN THE STATEMENT AT THE END OF THE RULES ACKNOWLEDGING YOUR RECEIPT, REVIEW, UNDERSTANDING AND ACCEPTANCE OF THEM. ONCE ACCEPTED, THIS SUBMISSION LICENSE IS A BINDING CONTRACT.

Accepted and Agreed:

Signature: _____

Print Name: _____

Date: _____