



HOLLYWOOD EAST ENTERTAINMENT, INC.

POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS

HOLLYWOOD EAST ENTERTAINMENT, INC. wishes to acquaint all those who wish to submit unsolicited materials, including ideas, proposals, marketing or promotional plans, program formats, literary material, video and musical compositions, with the problem that faces us in reviewing, investigating, inspecting and evaluating these materials.

Much of the material that is now being submitted embodies materials, suggestions or ideas substantially similar or identical to those which have been developed by our staff or which 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. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation should be paid in event of use.

Because of this, it is our policy to require the signing of the enclosed release 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 a signed copy prior to submitting your materials.



SUBMISSION RELEASE

Dear Sir/Madam:

You have indicated that you wish to submit to HOLLYWOOD EAST ENTERTAINMENT, INC. (“HEE”) certain ideas, proposals, marketing or promotional plans, program formats, treatments or other materials (the “Material”). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed HEE policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized on the attached Schedule A and submitted with this letter.

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, HEE agrees to cause its appropriate employee, having the duty of evaluating material of the type now being submitted by you, to review your Material.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and HEE. You requested this opportunity to submit your Material to HEE and you make this submission voluntarily and on an unsolicited basis. You and HEE 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, HEE unless and until a formal written contract has been entered into between you and HEE, and then the obligation shall be only as is expressed in the formal written contract.
3.
 - (a) You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, games, etc.) are summarized on Schedule A annexed to this letter, and you have disclosed no other features to HEE.
 - (b) You acknowledge that this release covers and governs any and all of the Material, whether first submitted to HEE contemporaneously with, or prior to, or following, the execution of this release, and applies also to any submission of the Material made to HEE by another source, directly, or indirectly, by or through you.



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- (c) You warrant that you (singly or as a team) are the sole and exclusive creator(s), author(s), and owners(s) 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.
 - (d) However, you cannot and will not assume nor infer from the fact the HEE will accept your offer to submit your Material, that HEE regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including HEE employees may have submitted to HEE or to others or made public, or may hereafter originate and submit or make public, similar or identical material which HEE shall have the right to use, and you understand that you will not be entitled to any compensation because of HEE's use of such other similar or identical material.
 - (e) Subject to the foregoing provisions, HEE will not make any use of any legally protectable portion of your Material unless you and HEE have agreed in writing, signed by both parties, concerning your compensation and creative participation for such use, which compensation shall in no event be greater than the compensation normally paid by HEE for similar material from comparable sources.
4. Any controversy arising out of, or in connection with, this agreement, including without limitation any claim that HEE 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 a claim not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of HEE's use or intended use of any portion of the Material. You agree further that your rights and remedies, if any, shall be limited to an action to recover money damaged 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 HEE's projects, programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.



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5. You have retained a copy of this Release and of your Material, and you release HEE from liability for loss or damage to the Material. You also acknowledge and agree that HEE is not obligated to return your Material to you. HEE's review of your Material constitutes HEE's acceptance of the terms and conditions set forth herein, and HEE shall have relied upon your agreement herein in considering your Material for review. HEE 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 wavier of this Submission Release must be in writing, signed by both of us. The invalidity of any provision herein 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 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 "HEE" and "we" includes and insures to the benefit of HOLLYWOOD EAST ENTERTAINMENT, INC., their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.



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(NOTE: Please write a summary of the Material in annexed Schedule A.)

Sincerely,

HOLLYWOOD EAST ENTERTAINMENT, INC.

ACCEPTED AND AGREED TO:

BY: _____

PRINT NAME: _____

ADDRESS: _____

DATE: _____

If you are under twenty-one years of age, your parent of guardian must also sign below:

I represent that I am the parent of guardian of the minor who has signed the above agreement and I agree that I and the minor will be bound by the terms of the attached release.

PARENT/GUARDIAN: _____

PRINT NAME: _____



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SUBMISSION RELEASE

SCHEDULE A

SUBMISSION DESCRIPTION

TITLE: _____

NAME OF SUBMITTER: _____

FORM OF MATERIAL:

Synopsis

Script

Video Cassette: ____inch

Treatment

Film: ____mm

Other: _____

BRIEF SUMMARY OF CONTENT (Attach a separate sheet if necessary):

COPYRIGHT INFORMATION (IF APPLICABLE):

