

**TRUEBRAND ENTERTAINMENT  
UNSOLICITED SUBMISSION**

Please read these terms and conditions of submission carefully before submitting any content through TRUEBRANDENT.COM (the "**Submission**"). By clicking "I Agree" on the button below, you signify your agreement to these terms of content submission, which constitute a binding legal agreement. If you do not agree to these terms of use, click I DO NOT AGREE.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

TrueBrand Entertainment, LLC ("**TrueBrand**") reserves the right, at its discretion, to change, modify, add, or remove portions of these terms at any time.

By submitting content to TrueBrand, I ("**Creator**") hereby agree to the following:

1. Creator has retained a copy of the Submission and releases TrueBrand from any liability for loss or damage to the copy of the Submission that was forwarded to TrueBrand.

2. Creator represents that the ideas and literary elements contained in the Submission are original with the Creator and that no person or entity other than those whose name and signature appears below has collaborated with Creator in creating the Submission or has any ownership rights in the Submission. Creator represents and warrants that Creator is the owner and author of the Submission and that Creator has the exclusive, unconditional right and authority to submit the same to TrueBrand upon the terms and conditions stated herein. Creator represents that if the Submission is intended for use in connection with broadcasting or constitutes a program idea or format, Creator's exclusive right to the Submission includes the exclusive right to license broadcasting and subsidiary use rights therein. Creator indemnifies and holds harmless TrueBrand from and against any and all claims, expenses, losses or liabilities (including, without limitation, attorneys' fees) that may be asserted against TrueBrand or incurred by TrueBrand at any time in connection with the Submission or any use thereof, including, without limitation, those arising from any breach or alleged breach of the representations and warranties given by the Creator herein.

3. Creator acknowledges that no fiduciary or confidential relationship now exists between TrueBrand and Creator, and Creator further acknowledges that no such relationships are established between TrueBrand and Creator by reason of this agreement or by reason of Creator's Submission to TrueBrand of the Submission. TrueBrand is free to disclose or use the Submission as it deems appropriate. Further, TrueBrand is free to accept or reject Creator's Submission in the exercise of its sole discretion.

4. Creator acknowledges that TrueBrand has or may have had access to and/or may independently create or may have created materials and ideas which may be similar or identical to the Submission or the idea, theme, format, plot or other elements of the Submission and Creator agrees that he/she will not be entitled to any compensation if TrueBrand uses any such similar or identical material which may have been independently created by TrueBrand or may have come from other independent sources.

5. Creator understands and agrees that TrueBrand is entitled to use any part of the Submission which is not concrete or does not itself constitute protectible copyrightable property without compensation to Creator.

6. Neither TrueBrand's consideration of Creator's Submission nor any subsequent negotiations between the Parties regarding the Submission shall be deemed an admission by TrueBrand of the novelty of any ideas contained therein, or of the priority of Creator's Submission over other submissions, or the originality of Creator's Submission. No agreement to pay any compensation shall be implied from TrueBrand's consideration of the Submission or from the failure of TrueBrand to respond after receiving Submission.

7. Any dispute between the Parties shall be submitted to arbitration in Los Angeles County, California according to the then current rules of the American Arbitration Association. The arbitrator selected shall be knowledgeable in and have experience in the motion picture and television industries. The Parties hereby waive any

an all rights and benefits under the laws of the State of California or elsewhere to litigate any such dispute in court, it being the intention of the parties to arbitrate any disputes.

8. This agreement constitutes the entire understanding between the Parties and Creator's signatures below shall constitute Creator's acceptance of and agreement with the terms and conditions set forth herein. This agreement may be changed only by written instrument signed by the Parties. The invalidity of any provision of this agreement shall not affect the validity of the remainder.

9. This agreement applies equally to any material which Creator may submit to TrueBrand unless the parties agree to the contrary in writing. Creator acknowledges that this agreement and the rights granted hereunder may be assigned or licensed by TrueBrand to any wholly-owned subsidiary of TrueBrand and such assignment shall be binding upon Creator and Creator's heirs and/or successors.

10. This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.

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