

SUBMISSION RELEASE

TO: Crayola Properties, Inc. d/b/a Crayola Studios, c/o Hallmark Media
1325 Avenue of the Americas, New York, NY 10019

RE: _____
(insert title of Material)

I am hereby submitting to you the material described in detail on the corresponding online portal, including the title, all written and audiovisual materials and any other elements (all herein referred to as the “**Material**”) in accordance with and subject to the following terms and conditions.

1. I understand that because of your position in the entertainment industry, you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like; further, I understand that many such submissions are similar or identical to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you.
2. I understand that it is your policy that you will refuse to accept, consider or review the Material in the absence of my acceptance of each and all provisions of this Release, as evidenced by my signature below, and that my submission of the Material to you and your acceptance, consideration and/or review of the Material is sufficient consideration to cause this Release to be legally binding and enforceable.
3. It is understood and agreed that I have not previously submitted or disclosed the Material to you; you have not made any prior inducements, promises or representations to me regarding the Material; there is no fiduciary or confidential relationship between us; and you shall not be under any obligation to me whatsoever if you do not desire to use the Material.
4. You have the right to make copies of the Material in connection with your review. I have retained at least one copy of the Material and I agree that you have no obligation to return to me the copy submitted to you and you will not be responsible to me, financially or otherwise, for any loss or damage thereto. In the event you return the Material to me, I understand that such return shall not terminate or affect any rights or obligations under this Release.
5. If the Material includes material in the public domain or owned by a third party, I understand and agree that you will have the same rights to, or rights to acquire, such material which members of the public may have and /or which you now have or may hereafter acquire. I agree that you shall have the right to use any portion of the Material which is not legally protectable under the laws or copyright, that is not sufficiently “novel” as that term is defined by the laws of those jurisdictions that recognize novelty as an element of an implied contract or breach of confidence claim, or that is not sufficiently detailed, without any liability or obligation to me. Neither my submission of the Material to you nor anything in this Release shall be deemed to limit or restrict your freedom, or obligate you to me, in such regard, nor prohibit your use, without obligation to me, of materials submitted to, acquired or created by you prior to or after my submission of the Material to you.
6. If you desire to use the Material in any media, then you shall notify me thereof and you and I shall negotiate in good faith for the execution of an express contract for the acquisition by you of any or all rights in the Material which you may wish to acquire. Notwithstanding the foregoing, I acknowledge and agree that you have no obligation whatsoever to review the Material or to notify me if you do not wish to use the Material. I acknowledge that your consideration of the Material is not an admission of the novelty or originality of the Material.
7. I acknowledge that your use of other material containing elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me or entitle me to any compensation if you have or acquire an independent right to use such other materials. I hereby waive any and all claims related to the use of any such similar or identical material which may have been independently created by you or any other entity or that may have come to you from any other independent source.
8. I hereby represent and warrant: (a) that the Material was created solely by me and is owned solely by me and that no other person, corporation or other entity has any right, title or interest therein or thereto; (b) that

I have the full right and authorization to submit the Material to you upon all of the terms and conditions herein stated and to enter into this Release; and (c) that no persons collaborated with me in creating the Material.

9. I agree to indemnify you and hold you harmless from and against any claim, loss, obligation, liability, or expense (including legal) fees that may be asserted against you or incurred by you in connection with (a) the Material or any authorized use by you thereof; (b) any breach of my representations and warranties in this Release.
10. This Release constitutes our entire understanding and no other agreement, written or oral, express, or implied, exists between us with respect to the Material. This Release shall be construed in accordance with the laws of the state of New York. The invalidity of any provision hereof is not to affect the remaining provisions. Any references to "you" shall be deemed to refer to Crayola Studios, its subsidiary and affiliated corporations, companies under common ownership or control with it, and each of their directors, officers, agents, employees, lessees, licensees, successors, and assigns.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE FOREGOING. IF I AM UNDER 18 YEARS OF AGE, MY PARENT OR LEGAL GUARDIAN WILL ALSO SIGN BELOW.

DATED THIS DAY OF 20

Signature of person submitting Material

Print Name: _____

Address: _____

Telephone: _____

E-mail address: _____

Signature of parent/guardian

Print Name of parent/guardian: _____

Parent/guardian telephone: _____

Parent/guardian email address: _____