

## PITCH SUBMISSION RELEASE

TO: GAP TV subsidiary of Dos Productions (“Producer”)

FROM: \_\_\_\_\_ (“Owner”)  
(insert your full name(s)/Company)

RE: \_\_\_\_\_ (the “Proposal”)  
(insert the title of your proposal)

DATE: \_\_\_\_\_, 20\_\_.

Owner understands that ideas, program formats and literary and other materials that Owner is submitting to Producer may be identical or similar to those which have already been submitted or may be submitted by other producers or which have been developed or may be developed by Producer and its employees. In order to prevent any misunderstandings between the parties as to the use of the Proposal that Owner is submitting to Producer, the parties mutually agree, prior to the consideration of the Proposal, as follows:

1. Owner hereby represents and warrants that: (a) the materials submitted for review were solely created by Owner and are solely owned by Owner and that no other firm, person or corporation has any right, title or interest in and to the materials (except as otherwise noted in the “Description of Materials” attached as Exhibit “A” and incorporated herein by this reference (collectively the “Materials”); and (b) Owner has the full right to submit the Materials to Producer upon the terms and conditions stated herein.
2. Owner hereby acknowledges that Producer has not made any prior representations to Owner regarding the Materials and shall not be under any obligation if the material has not been selected for production by Producer.
3. Owner has retained a copy of the Materials, and Owner agrees that Producer shall not have any obligation to return the Materials, nor shall Producer have any obligation for loss or damage to the physical Materials.
4. Owner further acknowledges that Producer may have independently developed ideas, or may hereafter develop program formats and literary and other materials which are similar to the ideas, program formats or literary or other materials which Owner is submitting to Producer or may hereafter independently develop ideas, program formats and literary and other materials which are similar to the ideas, program formats or literary or other materials which Owner is submitting to Producer, that Producer will have the unrestricted right to use such similar ideas, program formats and literary formats and other materials which Producer has developed and Owner will have no right or recourse against Producer in respect of such usage.
5. Owner further understands and agrees that Owner shall not be entitled to any compensation for Producer’s use of any materials similar to those materials Owner is now submitting if Producer has received a prior similar submission, subsequent similar submission not based on the Materials, or has independently created or hereafter creates material based on an idea similar to which my submissions is based.

6. Producer hereby acknowledges that Owner is the owner of all right, title and interest in and to the contents of the Materials submitted for review including, without limitation, the worldwide copyright therein and thereto and any and all renewals or extensions of such copyright throughout the world in perpetuity.

7. Subject to the provisions hereof, Producer agrees not to make any commercial use of the ideas, program formats or literary or other materials submitted to Producer except under the terms of an agreement to be negotiated between Owner and Producer;

8. Any controversy arising out of or in connection with this Agreement, including without limitation any claim that Producer has used any legally protectable portion of Owner's Materials in violation of the terms hereof, shall be governed by the laws of the Republic of South Africa, and the parties consent to the jurisdiction of the state and federal courts of South Africa for the resolution of such matters. In the event of such controversy Owner agrees that Owner shall assert such claims not later than six (6) months after the date on which Owner first learned (or reasonably should have been aware) of Producer's use or intended use of any portion of the Material. Owner further agrees that Owner's 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, Owner expressly agrees that Owner shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Producer's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

9. This Agreement shall constitute the entire understanding between Producer and Owner. No other Agreement, written or oral, expressed or implied, exists between the parties with respect to the Materials. Any change to this Agreement must be signed by both parties. Any reference to Producer shall be deemed also to refer to Producer and its affiliated and related companies, and all of their respective directors, officers, employees, agents and representatives, licensees, successors and assigns.

The signatures below shall constitute a binding agreement. Owner has read and understood the foregoing.

Yours truly,

Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**AGREED:**

GAP TV subsidiary of Dos Productions

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

If you are under eighteen years of age, your parent or guardian must sign below:

I represent that I am a parent/guardian of the minor who has signed the above Agreement and I agree that I and the minor will be bound by its terms.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Name

**Exhibit A**

DESCRIPTION OF MATERIALS SUBMITTED

(A) FORM OF MATERIAL

SCRIPT		PROPOSAL		PORTFOLIO	
TREATMENT		DIGITAL MEDIA		OTHER	

(B) SUMMARY OF MATERIAL

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(C) COPYRIGHT INFORMATION (IF APPLICABLE)
