

## SUBMISSION RELEASE FORM AGREEMENT

**Title of Written Material:** \_\_\_\_\_  
("Material")

1. The undersigned author of the Material requests that South Pacific Pictures Limited ("South Pacific Pictures") read and evaluate the Material.
2. I understand that South Pacific Pictures will refuse to accept or otherwise evaluate the Material if I do not accept each and all of the provisions of this release Agreement.
3. I represent and warrant that:
  - (a) I am the author of the Material;
  - (b) I am the present and sole owner of all right, title and interest in and to the Material;
  - (c) If the Material is based on or adapted from any other work, I either have a licence to use that work in this way or can provide evidence of why that licence is not required; and
  - (d) I have the exclusive unconditional right and authority to submit the Material to South Pacific Pictures upon the terms and conditions set out in this Agreement.
4. I agree to indemnify and save South Pacific Pictures harmless from any and all claims, expenses, losses, or liabilities that may be asserted against or incurred by South Pacific Pictures at any time arising from any breach or alleged breach of the warranties and promises given by me in this Agreement, including reasonable solicitors' fees (on a solicitor/client basis) and other costs incurred defending against the same.
5. I retain all rights to submit this or similar material to persons or entities other than South Pacific Pictures.
6. I acknowledge that no fiduciary or confidential relationship now exists between South Pacific Pictures and myself, and further acknowledge that no such relationships are established between South Pacific Pictures and myself by reason of this Agreement or by reason of my submission to South Pacific Pictures of the Material. This does not affect the fact that South Pacific Pictures will keep the Material confidential to itself and any external advisors that it uses to assist it in assessing the Material.
7. I acknowledge that South Pacific Pictures receives numerous submissions of ideas, formats, stories, suggestions, materials and the like that may be similar to this submission. I understand that I will not be entitled to any compensation because of the use by South Pacific Pictures of any such similar material.
8. I have retained at least one copy of the Material and release South Pacific Pictures from any and all liability for loss or other damage to copies of the Material submitted to South Pacific Pictures pursuant to this Agreement.
9. This Agreement will be governed by the laws of New Zealand.
10. I state that:
  - (a) I have read and understood the contents of this Agreement and confirm that no representations of any kind have been made to me;
  - (b) this Agreement contains our entire understanding with reference to the subject matter and the Material; and
  - (c) no modification or waiver of any of the provisions of this Agreement will have any effect unless such modification or waiver is made in writing and signed by both parties.

**AGREED AND ACCEPTED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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