

GREAT AMERICAN PITCHFEST™
TERMS OF PARTICIPATION

We are excited to welcome you to Great American Pitchfest™ 6 ("GAP"). You acknowledge and agree that your participation in GAP shall be governed by these Terms of Participation ("Terms"). No Registrant may participate in the GAP without first agreeing to be bound by these Terms.

GAP is designed to assist writers in connecting with industry decision makers and representatives. As a part of your participation in the GAP, you will have the opportunity to pitch and to submit certain material (i.e. pitches, scripts, synopses, treatments) (collectively, "Material") to industry executives, managers, agents, representatives, or other industry personnel (collectively, "Representatives") attending the GAP. You must retain at least one copy of any submitted Material, and hereby release Representatives of and from any and all liability for loss of, or damage to, the copies of any Material submitted to or pitched to them hereunder.

1. SUBMISSION POLICIES. If a Representative requests one of your projects, the Representative or his or her company will have their own submission policies, over which GAP has no control. No obligation of any kind is assumed or may be implied against GAP, GAP's participating Representatives, and/or Representative's companies, either as a result of these Terms, and/or your submission of pitches and/or any other Material. It is understood that GAP and its participating Representatives and Representative's companies have access to and/or may create or have created literary materials and ideas which may be similar to your pitches and/or the projects they represent in theme, idea, plot, format or other respects. You will not be entitled to any compensation or consideration because of the use of any such similar material that may have been independently created by a participating company and/or company or that may have come to a participating Representative and/or company from any independent source.

2. REPRESENTATIONS AND WARRANTIES. You represent and warrant that you are the sole owner and author of such Material, and/or that you have the right or authority to submit or pitch the same to Representatives upon the terms and conditions stated herein. You further represent and warrant that the Material is non-infringing. You will indemnify the Representatives, their companies, affiliates and related entities of and from any and all claims, loss or liability (including reasonable attorney's fees) that may be asserted against them, or incurred by them, at any time in connection with your breach of any representations or warranties stated in these Terms.

3. DISCLAIMERS OF LIABILITY. GAP EXPRESSLY DISCLAIMS ALL LIABILITY, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE GAP, INCLUDING, BUT NOT LIMITED TO:

- a. any harassing, defamatory, illegal or improper conduct or remarks by any participant at the GAP, including, without limitation, participants, Representatives, agents, employees, and representatives of Twilight Pictures;
- b. any infringement of your rights in copyright or other intellectual property rights by any participant at the GAP, including, without limitation, participants, Representatives, agents, employees, and representatives of Twilight Pictures; or
- c. any interaction or dealings between you and any other participant of the GAP, including, but not limited to, participants, Representatives, agents, employees, and representatives of Twilight Pictures, either during the GAP or at any other time.

GAP EXPRESSLY DISCLAIMS ALL INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING FOR NEGLIGENCE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, TO THE EXTENT ENFORCEABLE UNDER LAW. IN NO EVENT SHALL GAP'S LIABILITY TO YOU UNDER THESE TERMS EXCEED THE COST OF YOUR REGISTRATION TICKET.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA (USA), WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. YOU AGREE TO INITIATE AND MAINTAIN ANY LEGAL ACTION ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY AND IRREVOCABLY CONSENT TO EXCLUSIVE PERSONAL JURISDICTION AND VENUE THEREIN. YOU ARE RESPONSIBLE FOR COMPLYING WITH YOUR OWN LOCAL LAWS, WHICH MAY VARY WITH RESPECT TO CERTAIN ACTIVITIES OR PEOPLE (E.G.,

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MINORS). You agree that Courts in Los Angeles County can hear cases involving copyright or trade-mark issues. Since we make no warranties and have limited our liabilities, you should have little reason to have a grievance with us. Should you nevertheless bring legal action against us, you irrevocably agree it will be brought and maintained within one (1) year after the claim arises or be barred. As disincentive for unwarranted litigation, you agree that if you sue us and do not prevail on the merits, you will pay our defense costs, including reasonable legal fees for in-house and outside counsel. If we are required to enforce this Agreement or our rights, you agree it is reasonable to send you legal notices and papers by electronic mail at your stated address (we would also attempt to send you a backup copy by regular mail).

5. DISCLAIMER. The Representatives and companies participating in the GAP, as indicated on our website, have indicated their willingness to be present. In the event that such Representatives are delayed, cancel their participation with or without notice, or are unable to attend for any reason, GAP cannot be held accountable for such actions. GAP will make every attempt to contact said Representative, and endeavors to substitute such a Representative with a suitable and comparable replacement. Wherever possible, such replacement will be posted on the website, but reserves the right to make substitutions without notice.

6. MISCELLANEOUS. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to the subject matter thereof. Any modification or waiver of any part of the provisions of this agreement must be in writing and signed by both of us. Should any provisions or part of any provision be void or unenforceable, such provision or part thereof shall be omitted in this agreement with such provisions or part thereof omitted shall remain in full effect. This agreement at all times shall be constructed so as to carry out the purposes thereof. I promise to use my best judgment of protocol and professionalism when following up by phone, fax, mail, E-mail or in person to those companies I pitch.

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