

IMPORTANT NOTE:

Please read and understand this release. By submitting your entry – you are agreeing to this release as stated in the RULES OF ENTRY, #7.

Entrants who apply to the Kairos Prize for Spiritually Uplifting Screenplays agree to the following:

- 1> I/We attest that I/we have read and understand and complied with the RULES OF ENTRY and the GUIDELINES and CRITERIA of the Kairos Prize for Spiritually Uplifting Screenplays (which will be referred to as “the Competition”), that I/we are the author/s and sole owner/s of all rights to the submitted screenplay(s) (Material), which was created and written without any suggestion or request from any third parties that I/we write the Material.
- 2> I/We recognize that the Competition, John Templeton Foundation, Christian Film & Television Commission™, and MOVIEGUIDE® have access to hundreds of ideas, stories and scripts for motion pictures and that many stories and ideas relate to one or more common underlying themes.
- 3> I/We understand that the Competition, John Templeton Foundation, Christian Film & Television Commission™, and MOVIEGUIDE® (also referred to as “Us”) agree not to use any portion of the Material unless 1) I/we do not control or own the Material or such features or elements, 2) the Material elements used by You and claimed by Us to be My/Our Material or embodied in the Material is in the public domain, is not new or novel or is not legally protected or protectable, or 3) any third party would be free to use the Material if it had not been submitted to it and been the subject of any agreement with it.
- 4> I/We agree that any dispute arising between Us shall be subject to binding arbitration pursuant to the then effective Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will be someone with at least 10 years of motion picture industry experience and shall have the authority to award all appropriate relief, including equitable or injunctive relief; provided, however, that the arbitrator is not authorized to award punitive damages. The award issued by any such arbitrator may be entered and confirmed as a judgment in any court of competent jurisdiction. The state with jurisdiction over any disputes relating to this Agreement is California, and the sole location for proper venue is Los Angeles, California.
- 5> Furthermore I/We indemnify the Competition, John Templeton Foundation, Christian Film & Television Commission™, and MOVIEGUIDE®, its associates, judges and sponsors against all claims, losses, expenses, damages and liabilities, if I/We do not satisfy all of The Competition’s Rules and Regulations.
- 6> I/We understand that the submission of the Material into the Competition does not establish any fiduciary or confidential relationship between us, nor is there one intended or created by reason of this release and/or submission of the Material. I have retained a copy of the Material and agree that you shall not be obligated to return the Material to me, and I release you from all liability if the Material is lost, misplaced, stolen or destroyed. Furthermore, I/We understand that it is our sole responsibility to register Material with the U.S. Copyright Office and/or with the Writer’s Guild of America.
- 7> If more than one writer applies to the Competition (as part of a single entry), then reference to “I/We” within this release letter shall apply to each party jointly and severally.