

MTV NETWORKS

POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS

MTV NETWORKS wishes to acquaint all those who have been kind enough to submit materials, including ideas, proposals, marketing or promotional plans, program formats, literary material, artwork, video and musical compositions, with the problem that faces us in reviewing, investigating, inspecting and evaluating these materials.

Much of the material that is now being submitted embodies materials, suggestions or ideas substantially similar or identical to those which have been developed by our staff or which have been submitted by others. Further, we may begin using material similar or identical to yours which we received after the date of your submission. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation should be paid in event of use.

Because of this, it is our policy to require the signing of the enclosed release before considering any solicited or unsolicited material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the release carefully and return a signed copy along with the material you wish to submit.

SUBMISSION RELEASE - NICKELODEON

Dear Sir/Madam:

You have indicated that you wish to submit to MTV Networks ("MTVN") certain ideas, proposals, marketing or promotional plans, program formats, treatments, artwork or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed MTVN policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter agreement (referred to herein as the "Release" or the "Agreement"). The Material should be summarized on the attached Schedule A and submitted with this letter agreement.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, MTVN agrees to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you to review your Material.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and MTVN. You requested this opportunity to submit your Material to MTVN and you make this submission voluntarily either on a solicited or unsolicited basis. You and MTVN had not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against, MTVN unless and until a formal written contract has been entered into between you and MTVN, and then the obligation shall be only as is expressed in the formal written contract.
3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A annexed to this Agreement, and you have disclosed no other features to MTVN.

You acknowledge that this Release covers and governs any and all of the Material, whether first submitted to MTVN contemporaneously with, or prior to, or following, the execution of this Release, and applies also to any submission of the Material made to MTVN by another source, directly or indirectly, by or through you.

You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that

no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel.

However, you cannot and will not assume or infer from the fact that MTVN will accept your offer to submit your Material to MTVN, that MTVN regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including MTVN employees may have submitted to MTVN or to others or made public, or may hereafter originate and submit or make public, similar or identical material which MTVN shall have the right to use, and you understand that you will not be entitled to any compensation because of MTVN's use of such other similar or identical material. Subject to the foregoing provisions, MTVN will not make any use of any legally protectable portion of your Material unless you and MTVN have agreed in a writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by MTVN for similar Material from comparable sources.

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

5. You have retained a copy of this Release and of your Material, and you release MTVN from liability for loss or damage to the Material. You also acknowledge and agree that MTVN is not obligated to return your Material to you and, accordingly, MTVN may destroy the Material (including artwork portfolios) 90 days after it is submitted to MTVN, and you release MTVN from liability for destruction of the Material. Solely in the case of artwork portfolios, you may make arrangements to retrieve your artwork portfolio within 90 days. MTVN's review of your Material constitutes MTVN's acceptance of the terms and conditions set forth herein, and MTVN shall have relied upon your agreement herein in considering your Material for review. MTVN agrees to use reasonable efforts to keep all the Material confidential.

6. This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

7. You are executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.

8. As used in this Release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "MTVN" and "we" includes and inures to the benefit of MTV Networks, Viacom International Inc., and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

(NOTE: A summary of the Material in the annexed Schedule A.)

Sincerely,

MTV NETWORKS, a division of
Viacom International Inc.

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Address: _____

Date: _____

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: _____

SCHEDULE A

SUBMISSION DESCRIPTION

NAME OF SUBMITTER: _____

FORM OF MATERIAL (Circle what applies):

Portfolio Synopsis Script Video Cassette - ___ inch
Treatment Film - ___ mm. Other:

BRIEF SUMMARY OF CONTENT (if applicable):

COPYRIGHT INFORMATION (IF APPLICABLE):