

## Submission Disclaimer

You understand that AFGWP has adopted the policy of refusing to accept, consider or evaluate unsolicited material unless the person submitting such material has accepted the terms and conditions of this disclaimer. In consideration of our examining said material, you hereby represent, warrant, acknowledge and agree as follows:

1. You specifically acknowledge that we would refuse to accept consider or otherwise evaluate my material in the absence of my acceptance of each and all of the provisions of this disclaimer. It is understood that no confidential relationship is established by my submitting the material to AFGWP hereunder.
2. You agree that nothing contained in this agreement nor the fact of your submission of said material to AFGWP shall be deemed to place AFGWP in any different position than anyone else in the general public.
3. You recognize that AFGWP has access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in concept, theme, idea, plot, format or other respects. You agree that you will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by AFGWP or may have come to AFGWP from any other independent source.
4. You are either the sole author or the sole owner of all rights to said material, or the duly authorized agent of the lawful owner of said material; and that you have full power and authority to submit said material to AFGWP on the terms and conditions hereof, each and all of which shall be binding not only on you but on any and all persons for whom you are acting. This disclaimer shall inure to AFGWP's benefit and to the benefit of AFGWP's parent, subsidiary and affiliated corporations and their, and each of their owners, directors, attorneys, officers, employees, agents, assignees and licensees.
5. Said material has been, and is hereby, submitted with the understanding that AFGWP will not use the same or any part thereof unless either: (a) AFGWP shall hereafter enter into a written agreement with the lawful owner of the material or rights involved for the acquisition of rights therein, it being understood that in no event shall any agreement be implied in fact or in law; and that AFGWP shall not become obligated to pay anything to you or any other person, firm or corporation in the absence of such written agreement executed by AFGWP; or (b) AFGWP shall determine in good faith that AFGWP has the right to use all or any part of the material without obtaining clearance, either because the material so used is not new or novel, or is in the public domain, or otherwise not legally protected or protectable, or was not reduced to concrete form, or was obtained by AFGWP from other sources, including AFGWP's own employees, or for any other reason, it being understood and acknowledged that this submission is not being made in confidence.
6. Should AFGWP proceed under 5(b) above, and should you dispute AFGWP's right so to do, you undertake the entire burden of proof of originality, access, copying and all other elements necessarily to establish AFGWP liability, and agree that your submission of said material shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom such material is delivered by you, had access to the material or examined the same.

7. Should you bring any action against AFGWP for wrongful appropriation of said material or any part thereof, such action shall be limited to an action at law for damages, which shall in no event, under any theory, exceed a sum equal to the then applicable WGA Scale calculated as of the date hereof, and you specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Code, 1976, and agree that you shall in no event seek or be entitled to an injunction or any other equitable relief. Should you be unsuccessful in any such action, you assume and agree to pay, upon demand, all costs and expenses entailed in defending or contesting such action, including all court costs, costs of discovery and depositions, attorneys' fees, and the fees or charges of any experts engaged by you to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by you in the defense of such action. As a condition precedent to any such action, you will give AFGWP written notice of your contention that AFGWP has no right to proceed under 5(b) above, stating the particulars in complete detail; and any such action shall be, and is hereby, waived and barred unless filed within 6 months after AFGWP's first public release or use of the material, or 30 days after AFGWP notifies you in writing that AFGWP denies liability to you, whichever is earlier.

8. You have retained at least one copy of said material, and you hereby release AFGWP of and from any and all liability for loss of, or damage to, the copies of said material submitted to AFGWP hereunder.

9. You hereby state that you have read and understand this agreement and that no oral representations of any kind have been made to you, and that this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

10. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this disclaimer with such provision or part thereof omitted shall remain in full force and effect. This disclaimer shall at all times be construed so as to carry out the purposes hereof.

AFGWP may, but shall not be obligated to, return your material to you, and shall not be liable in any way if it is lost, misplaced, stolen or destroyed.