

# SUBMISSION TERMS AND CONDITIONS



These terms and conditions shall apply to all submissions to Oak3 Films Pte Ltd and Oak3 Films (Canada) Inc ("Oak3") of any idea, concept, treatment, pitch or proposal for a film, television or any audio-visual project ("Submission") for consideration by Oak3. Please indicate your acceptance of these terms and conditions by signing on the acceptance portion below and including the signed form together with the Submission.

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In consideration of Oak3's receipt, review and evaluation of the Submission, you hereby agree as follows:

1. You hereby warrant that:
  - (a) to the best of your knowledge, you are the sole originator of the Submission and that there is nothing defamatory, obscene or unlawful contained in the Submission;
  - (b) the use, application and exploitation of the Submission by Oak3 will not infringe the intellectual property or other proprietary rights of any third party; and
  - (c) you have full power and authority to submit the Submission to Oak3 and to agree to these terms and conditions and be bound to the same.
2. You understand that in the absence of a written confidentiality agreement, the review and evaluation of the Submission by Oak3 does not create a confidential relationship between you and Oak3. Oak3 is not obliged to keep the Submission or any part of it confidential.
3. You acknowledge that Oak3 may already be considering and exploring ideas, concepts, proposals and other submissions (either independently generated or from our related or associated companies or by other sources) that resemble elements of the Submission. You will not assert or attempt to make any claim against us or any of our related or associated companies with respect to the use by us or them of material similar to the Submission in any programme, film, website or other audio-visual product that we or a third party may develop, produce, distribute, sell or otherwise exploit in any part of the world and in any medium.
4. The review and evaluation of the Submission does not imply that Oak3 agrees to make any payment to you. Should Oak3 choose to use the Submission or any part thereof, we will negotiate appropriate compensation with you. In the absence of a written agreement, you hereby release Oak3 and each of its related and associated companies from any claim for payment in respect of the use of the Submission (or any part thereof).
5. Oak3 is not obligated to return the Submission or any materials contained therein.
6. These terms and conditions may not be changed except in writing and signed by an authorized representative of Oak3.
7. These terms and conditions shall be governed and construed in accordance with the laws of Singapore and Canada (whenever applicable) and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Singapore and Canada.

**ACCEPTED AND AGREED TO BY (Please print your name):**

**SIGNATURE:**

**DATE:**