



## IDEA SUBMISSION AGREEMENT

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The undersigned (hereinafter "SUBMITTEE") hereby stipulates and agrees as follows:

### **1. Idea Submission**

(a) SUBMITTEE hereby submits the idea, material or creative work identified more fully in Section 4 ("Idea") voluntarily and on a confidential basis, and understands that this Idea and its acceptance by Wizards of the Coast, Inc. ("Wizards") does not, in whole or in part, establish or create by implication, or otherwise, any relationship between Wizards and SUBMITTEE not expressed herein. SUBMITTEE further understands and agrees that Wizards, may accept or reject such Idea and shall not be obligated to SUBMITTEE in any way, with respect to SUBMITTEE's Idea, until Wizards shall, at its own election, enter into a properly executed written agreement with SUBMITTEE, and then only according to all of the terms of said agreement.

(b) SUBMITTEE declares and warrants that except to the extent, if any, the Idea incorporates Wizards' existing intellectual property, the Idea is original and contains unique, novel and/or public domain material. SUBMITTEE possesses all right, title, and interest necessary to enable Wizards to use the Idea without any license or permission from any third party.

(c) SUBMITTEE acknowledges that the Idea may be identical with, similar to the theme, plot, idea, format, or other element of the material that Wizards has independently developed or that has or may come to Wizards from other sources and SUBMITTEE shall not be entitled to any compensation by reason of the use by Wizards of such similar or identical material.

(d) SUBMITTEE shall retain a copy of all materials submitted to Wizards and hereby releases Wizards from any and all liability for loss of or damage thereto. Wizards shall have no obligation to return to SUBMITTEE any of these materials.

## **2. Confidentiality**

In the course of submitting the Idea, the parties recognize that SUBMITTEE may have access to information that Wizards considers proprietary and/or confidential. This information may include, but is not limited to, (a) information relating to Wizards products, technology, devices, designs, concepts, methods, processes, calculations, data, manuals, drawings, specifications and research, whether or not patentable or copyrightable, marked with a trademark, copyright or other notice, or marked confidential; (b) records, customer lists, supplier lists, marketing plans, financial information, costs, pricing information, and other information relating to a party's business; (c) information received by SUBMITTEE which Wizards is obligated, contractually or otherwise, to keep confidential; and (d) other information or documents which Wizards designates as confidential or proprietary. The SUBMITTEE agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate, designated personnel. This provision shall not apply to information known by SUBMITTEE or generally available to the public prior to receipt from Wizards, or information which after disclosing through no act by SUBMITTEE becomes generally available to the public.

## **3. Waiver**

Submittee completely releases and forever discharges Wizards, its past, present and future successors, officers, directors, agents, and employees, from all claims, damages (including but not limited to general, special, punitive, liquidated and compensatory damages) and causes of action of every kind, nature and character, known or unknown, in law or equity, fixed or contingent, which Submittee may now have, or Submittee ever had arising from or in any way connected with the submission of the Initial Proposal or Ten Page Treatment for the Fantasy Setting Search.

## **4. Miscellaneous**

- (a) This Agreement constitutes the entire agreement between the parties with respect to the Idea and shall not be modified except by a written agreement dated subsequent to the date of this Agreement date and signed by both parties.
- (b) I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND I VOLUNTARILY AGREE TO IT.
- (c) The Idea is the Fantasy Setting Description attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBMITTEE:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGED:**

WIZARDS OF THE COAST, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Material Received: \_\_\_\_\_, 20 \_\_\_\_\_.