

SUBMISSION AGREEMENT

In consideration of the right to participate in the Manga Memoirs Campaign ("Manga Memoirs"), I/we agree to submit for your consideration a "pitch package" (hereinafter called "Submitted Material") written, designed, owned and controlled by me/us for the Manga Memoirs on the following terms:

I/We recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Zeros 2 Heroes ("Z2H") from other sources, or which may have been developed by persons for or on behalf of Z2H. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the Submitted Material for the Manga Memoirs. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their directors, officers, employees, contractors, licensees and assigns and all parties with whom Z2H does business. Therefore, all references to Z2H include each and all the foregoing.

As a material, inducement to you to include the Submitted Material in the Manga Memoirs, and in consideration of Z2H so doing, I/we represent, warrant and agree to the following terms and conditions.

1. I/We acknowledge that the Submitted Material is submitted by me/us voluntarily and has not been submitted in confidence, and that you are not obliged to keep confidential the Submitted Material. The Submitted Material may be disclosed by you, discussed by you and your contractors, business partners and employees.
2. You agree that Z2H shall not use the Submitted Material for production purposes unless Z2H shall first negotiate with me/us and agree upon compensation to be paid for such use or acquisition. I understand and agree that Z2H's use of material containing features, elements, characters or stories (collectively, the "Elements") similar to or identical with those contained in the Submitted Material shall not obligate Z2H to negotiate with me or entitle me to any compensation if you determine that Z2H has an independent legal right to use such other material which is not derived from me either because such Elements were not new or novel, or were not originated by me/us, or were or may hereafter be independently created and submitted by other persons, including employees, contractors and representatives of Z2H.
3. Each of the Submitting Parties represent and warrant that the Submitted Material: i) is wholly owned by and wholly original to the Submitting Parties; ii) is free of all claims or encumbrances and does not infringe upon or violate the rights of any third party; and iii) and all development, production and exploitation rights in the Submitted Material are exclusively available to Z2H.
4. I agree that no obligation of any kind is assumed or may be implied against Z2H by reason of Z2H consideration of the Submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to an express written agreement hereafter executed by Z2H and me which by its terms, will be the only agreement between us in respect of the Submitted Material.
5. I have retained a copy of Submitted Material. I assume full responsibility for any loss of or damage to the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in Z2H's possession, or otherwise. Except as otherwise provided in this agreement, I hereby release Z2H's related entities, their officers, directors, employees and licensees of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me/us that Z2H was used or appropriated the Submitted Material, except for fraud on your part.
6. No statements or representations have been made except those expressly set out in this agreement.
7. All representations, warranties and promises made by the Submitting Parties, if more than one, are joint and several.

8. The governing law of this Agreement shall be British Columbia and parties agree to submit to the jurisdiction of the courts of British Columbia. This Agreement is not governed by any union or guild collective agreement. It is not a “commission,” but rather a “contest” in which the Submitting Parties may choose or not choose to participate.

9. The Submitting Parties, jointly and severally, agree to indemnify and hold harmless Z2H, its affiliates, their directors, officers, employees and contractors (collectively, the “Indemnitees”) from and against all claims, judgments, damages, losses and costs suffered by the Indemnitees arising from a breach to any representations, warranties or terms hereto.

The Creator acknowledges and understands that prior to Z2H publishing such Material, and as a condition of Z2H doing so, the Contestant must execute this Submission Agreement by ticking the “I Have Read and Agreed to the Zeros 2 Heroes terms and conditions” box on the Pitch Submission Form contained on the Zeros 2 Heroes site.