

# SNAPTOONS MALAYSIA 2010

## TERMS & CONDITIONS

### PITCH SUBMISSION

1. Information on how to enter SNAPTOONS MALAYSIA 2010 forms part of these Terms & Conditions (each a **Rule**, collectively the **Rules**). By entering SNAPTOONS MALAYSIA 2010, creators (individually, a **Creator**, collectively, the **Creators**) are deemed to have agreed to the Rules.
2. Entry into SNAPTOONS MALAYSIA 2010 is by:
  - a. completing the submission form (**Submission Form**) downloadable at Uniform Resources Locator [www.snaptoons.org/malaysia](http://www.snaptoons.org/malaysia) (**SNAPTOONS MALAYSIA 2010 Website**) and preparing a pitch in the manner set out in Rule 10 below (individually, a **Pitch**, collectively, the **Pitches**); and
  - b. posting to MSC Malaysia Animation Creative Content Center (MAC3), B-1-2A SME Technopreneur Centre 2, 2260 Jalan Usahawan 1, 63000 Cyberjaya, Selengor Darul Ehsan in a package clearly and legibly marked "Attention: SNAPTOONS MALAYSIA 2010":
    - i. the fully completed and signed Submission Form;
    - ii. the Pitch; and
    - iii. such other supporting documents and materials as requested in the Rules and Submission Form.

No electronic submission of Pitches or Submission Forms will be accepted.

3. The Submission Form, the Pitch and all required supporting documents and materials submitted by the Creators (and any parts thereof) must be legible and labelled with sufficient identifying information including the title of the Pitch and the full name of the first person listed as a Creator on the Submission Form (**Creator 1**) and all information supplied must be accurate and not misleading or incomplete in any way.
4. Where a Creator is aged 17 years of age or under on 13 October 2010, the Creator's parent or guardian must give written, verifiable consent to the Creator's participation in SNAPTOONS MALAYSIA 2010 on the Submission Form where indicated.
5. Each Creator must be a permanent resident of Malaysia (**Territory**).
6. The submission period for SNAPTOONS MALAYSIA 2010 commences on 13 October 2010 and closes on 31 December 2010 at 23:59:59 in each time zone within the Territory (**Submission Period**). If a Pitch arrives outside of the Submission Period, it will not be considered for SNAPTOONS MALAYSIA 2010 and will be treated in the same manner as other unsolicited submissions, as determined by Turner Entertainment Networks Asia, Inc. (**Turner**) in its absolute discretion from time to time.
7. A Pitch may have more than one Creator (eg. Screen Writer and Art Director) and in such a case the relevant details of all Creators must be listed on the Submission Form. The receipt by any Creator listed on a Submission Form of communications (eg. phone calls, emails, letters) from Turner or MDeC in relation to SNAPTOONS MALAYSIA 2010 will be deemed to have been received

- by all Creators listed on that Submission Form. However, Turner will endeavour (but is not obliged) to treat Creator 1 as the primary contact point for the Creators. Each Creator of a Pitch must meet the eligibility requirements for Creators in order for a Pitch to be valid and Turner reserve the right to verify the eligibility qualifications of any Creator.
8. Creators may submit more than one Pitch, however each Pitch must be entirely separate from the other, be accompanied by a separate Submission Form and be written or recorded on separately submitted Pitch materials.
  9. All Submission Forms and Pitches must comply with these Rules and any other instructions given on the Submission Form. Turner reserves the right to disqualify any Creator and/or Pitch that does not fully comply with these Rules. It is the responsibility of the Creators to ensure that the Pitch complies with the requirements of the Rules in every respect.

## **PITCH**

10. Each Pitch must:
  - a. present a concept for an original animated pilot short program that could form the basis of an episodic series or a feature film and must include at a minimum:
    1. a title;
    2. the age of the target audience;
    3. a detailed synopsis; and
    4. a minimum of three (3) character designs;
  - b. be in the English language; and
  - c. must be appropriate for general audiences including persons of all ages and should not contain explicit or graphic violence, explicit sexual content, indecent content or explicit verbal language inappropriate for a general audience including children.
11. In addition, by entering a Pitch into SNAPTOONS MALAYSIA 2010, the Creators of the Pitch jointly and severally represent and warrant the following:
  - a. the Creators have full right and authority to enter SNAPTOONS MALAYSIA 2010 and to submit the Pitch in accordance with the Rules and have not and will not take any action, including entering into any agreement or arrangement, which is inconsistent with or which leads to the breach of the Rules;
  - b. the Pitch is original to the Creators, no part thereof is in the public domain and it does not defame or disparage any person or entity or infringe upon or violate the rights of privacy, publicity, copyright, trademark or any other rights of any kind or nature whatsoever of any person or entity; and
  - c. to the extent that the Pitch contains any third party intellectual property (such as music, poetry or other creative works or content), the Creators have obtained permission from the owner or controller of the intellectual property to use it in the context of the Pitch (including all potential uses of the Pitch contemplated in the Rules) and will send written evidence to MDeCof such permission along with the Pitch.

## SELECTION OF DEVELOPMENT PROJECTS

12. From all valid Pitches submitted in accordance with these Rules, Turner (with the assistance of MDeC) will short-list of one or more Pitches (individually, each a **Short-listed Pitch**, collectively, the **Short-listed Pitches**) based on a set of pre-determined criteria (to be determined by Turner in its absolute discretion) and their decision will be final and binding. Turner will notify the Creators of Short-listed Pitch(es) that their Pitch was short-listed by email and/or telephone.
13. The Creators of the Short-listed Pitch(es) will make themselves available to Turner at a time designated by Turner for an interview by phone or in person (as determined by Turner in its absolute discretion). Failure by a Creator to attend a scheduled interview on the phone or in person as required by Turner may result in the disqualification of the Pitch at Turner's discretion. Turner will then select one or more Short-listed Pitches as final candidates for development (individually, each a **Development Project**, collectively the **Development Projects**) based on the presentation by the Creators of the Short-listed Pitch(es) of their Short-Listed Pitch and against a set of pre-determined criteria of Turner (to be determined by Turner in its absolute discretion). Turner will inform the Creators of the Development Project(s) by email and/or telephone and by post following that selection and the names of the Creators of the Development Project(s) maybe posted on the SNAPTOONS MALAYSIA 2010 Website for a time period determined by Turner.
14. No correspondence will be entered into about Turner's decision(s). Turner is under no obligation to divulge the criteria by which Turner selects Short-listed Pitches or Development Projects.
15. Creators of Short-listed Pitches and Development Projects must not divulge or discuss the fact of their selection unless and until Turner has first announced it to the public in a manner to be determined by Turner in its sole discretion. If a Creator involved in a Short-listed Pitch or Development Project breaches this requirement, Turner reserves the right to disqualify the relevant Short-listed Pitch or Development Project and/or any or all Creators involved therein.
16. Without limiting the foregoing, in return for the consideration given by Turner (the receipt and sufficiency of which is hereby acknowledged), being the agreement by Turner to allow the Creators the opportunity to participate in SNAPTOONS MALAYSIA 2010 and Turner making arrangements in relation to SNAPTOONS MALAYSIA 2010, each Creator:
  - a. grants to Turner and its affiliates, subsidiaries and strategic partners including MDeC (collectively, the **Turner Parties**), and those acting with the authority and permission of Turner Parties, the right to use, reproduce, display, exhibit, communicate to the public and perform (as relevant) the Creator's name, image, likeness and performance (if any) and the Pitch and any recording thereof (in whole or in part) either alone or in conjunction with other material for promotional, marketing, publicity and/or research purposes and/or for any purposes set out on or referred to on the SNAPTOONS MALAYSIA 2010 Website or within the Rules, including online announcements, in any medium or form throughout the universe in perpetuity, without compensation to the Creator, except where prohibited by law and the Creator (jointly and severally with the other Creators of the same Pitch) releases, indemnifies and holds harmless the Turner Parties from any liability in respect thereof;

- b. agrees and acknowledges that until such time that the Development Project(s) is/are announced on the SNAPTOONS MALAYSIA 2010 Website, no Creator may create or authorize creation of a lien, encumbrance, mortgage, or charge of any kind on their Pitch or any part thereof; and following such announcement of the Development Project(s), subject to c. below, no Creator of a Development Project may do so;
  - c. agrees and acknowledges that in the event that a Pitch is selected as a Development Project, Turner shall have the right at Turner's option to develop the Development Project and the right at Turner's option to produce an pilot short program based on the Development Project and accordingly all of the Creators of the Development Project must enter into an option and development agreement with Turner or a Turner affiliate designated by Turner granting to Turner (or the relevant affiliate) the sole, exclusive and irrevocable option (**Option**) to purchase all rights in and to the Development Project for a specified fee inclusive of the initial option payment, in Turner's (or the relevant affiliate's) standard agreement format, which may include, without limitation, the agreed upon terms set out in the Rules as well as provisions on representations, warranties, indemnities, default, breach, force majeure, suspension, termination, moral rights, ownership and credit, which provisions shall be subject to good-faith negotiation within Turner's customary parameters (**Development Agreement**). Each of the Creators of a Development Project will at any time as may be requested by Turner assist Turner, in every proper way to (i) secure and maintain Turner's rights under the Rules and the Development Agreement; and (ii) sign, execute and affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes. If a given Creator of a Development Project fails to execute and/or deliver such document within ten days of being requested by Turner to do so, then that Creator hereby irrevocably appoints Turner its attorney in fact to execute and deliver such documentation in that Creator's name and on that Creator's behalf. It is agreed that such power is coupled with an interest; and
  - d. agrees and acknowledges that in the event that a Pitch is selected as a Development Project, the Creators will make themselves available to Turner at times designated by Turner for PR and marketing events associated with SNAPTOONS MALAYSIA 2010. Failure by a Creator to attend such events may result in the disqualification of the Pitch at Turner's discretion.
17. All Submission Forms, Pitches and any other material submitted by Creators become the property of Turner and Turner and MDec are under no obligation to return such materials and may use them in accordance with these Rules. However, Creators other than Creators of Development Projects will retain full copyright ownership in their Pitch, subject only to rights and releases granted in the Rules. Except where expressly set out in the Rules or in a Development Agreement, Turner assumes no ownership, distribution or other exploitation rights over any Pitch.
18. Pursuant to the Development Agreement, Turner will give the Creators of a Development Project the opportunity to work with Turner and/or its affiliates to develop and potentially produce an original animated pilot short program based

on the Development Project, subject to the execution of additional agreements as required. If Turner has not exercised its Option under the Development Agreement by the expiry of the option period set out in the Development Agreement, then the Creator is free to deal with all rights in and to the Development Project, subject only to the turnaround terms in the Development Agreement which include repayment of development funds if produced into a program. The Development Agreement is not transferable or redeemable for cash. Turner accepts no responsibility for any variation in the value of the Development Agreement (or any part of it). Turner reserves the right to substitute the Development Agreement (or any part of it) for an item of similar value. Otherwise, no substitutions, exchanges, refunds or compensation will be made for any reason, including cancellation of SNAPTOONS MALAYSIA 2010.

**GENERAL TERMS** By entering SNAPTOONS MALAYSIA 2010, the Creators jointly and severally:

- a. release the Turner Parties and their respective employees, agents and officers, successors or assignees, as well as all others associated with the development and execution of SNAPTOONS MALAYSIA 2010 (**Released Parties**) from and against any and all liability with respect to or in any way arising from SNAPTOONS MALAYSIA 2010 and the acceptance and use of the Development Agreement by the Creators;
  - b. agree that to the extent permitted by law, Turner makes no representations or warranties as to the quality or suitability of the Development Agreement and the Released Parties shall not be liable for any injury, loss or damage whatsoever that may be suffered as a result of participating in SNAPTOONS MALAYSIA 2010 or from the acceptance or use of the Development Agreement by the Creators; and
  - c. agree to indemnify the Released Parties for any liability arising directly or indirectly out of any breach or alleged breach of the Rules including any representations and warranties contained herein.
20. Without limiting the foregoing:
- a. the Turner Parties assume no responsibility for any error, omissions, interruption, deletion, defect, delay in operation or transmission, communications line failure, inability to access any website or online service, or any other error or malfunction, theft or destruction or unauthorised access to, or alteration of, any Pitches or any late, lost, damaged or misdirected Pitches, Submission Forms, documentation, emails or mail, including any postal service failure in handling or delivering Pitches;
  - b. the Turner Parties are not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to any Creator's or any other person's computer related to or resulting from participation or downloading any materials relating to SNAPTOONS MALAYSIA 2010. **CAUTION:** any attempt to deliberately damage any

website or the information on a website, or to otherwise undermine the legitimate operation of SNAPTOONS MALAYSIA 2010 may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Turner reserves the right to seek damages to the fullest extent permitted by law; and

- c. Turner reserves the right to cancel SNAPTOONS MALAYSIA 2010 at anytime. Without limiting the foregoing, if, for any reason, SNAPTOONS MALAYSIA 2010 is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of Turner that corrupt or affect the administration, security, fairness, integrity or proper conduct of SNAPTOONS MALAYSIA 2010, Turner reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend SNAPTOONS MALAYSIA 2010.
21. Creators' personal information (**PI**) will be collected to enable Turner to administer and promote SNAPTOONS MALAYSIA 2010. The PI of Creators may be provided to others assisting Turner in this regard, including the Turner Parties and to authorities that regulate SNAPTOONS MALAYSIA 2010 (if applicable). By entering SNAPTOONS MALAYSIA 2010, each Creator consents to their PI being entered into a database, and to the use of that information by the Turner Parties in any media for any purpose set out on or referred to on SNAPTOONS MALAYSIA 2010 Website or within the Rules without any further reference or payment or other compensation to the Creator. All PI of the Creators will be stored principally at the office of Turner. A request to access, update or correct any information should be directed to such office. The database information or any part of it may be provided to Turner's affiliates in the Territory, the United States of America or the United Kingdom for the stated purposes. If a Creator does not truthfully provide all requested PI, Turner may determine that s/he is not eligible to participate in any way in SNAPTOONS MALAYSIA 2010.
22. Turner may from time to time amend the Rules and may notify Creators of such amendments on the SNAPTOONS MALAYSIA 2010 Website.
23. A reference in these Rules to "*includes*" or "*including*" is not by way of limitation.
24. The promoter of SNAPTOONS MALAYSIA 2010 is Turner Entertainment Networks Asia, Inc. with its office is located at 30/F, Oxford House, Taikoo Place 979 King's Road, Quarry Bay, Hong Kong.
25. Chance plays no part in the success of a Pitch for SNAPTOONS MALAYSIA 2010.
26. Hong Kong law governs SNAPTOONS MALAYSIA 2010 and these Rules.
27. SNAPTOONS MALAYSIA 2010 and all related characters and elements are trademarks of and © Turner Entertainment Networks Asia, Inc. or its affiliates.

None of the above Rules limits any other.