

**CUPPA COFFEE ANIMATION ZOOTUBE SUBMISSION FORM**

***Contact Details***

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Postal Code** \_\_\_\_\_ **Country** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Website** \_\_\_\_\_

**Film Title** \_\_\_\_\_

**Short Synopsis** (25 words or less) \_\_\_\_\_

\_\_\_\_\_

**Running Time** \_\_\_\_\_ **Format** \_\_\_\_\_

**Director** \_\_\_\_\_

**Writer** \_\_\_\_\_

**Principal Animators** \_\_\_\_\_

**Cast** \_\_\_\_\_

**Music composer** \_\_\_\_\_

**Film Festivals entered and prizes (if any)** \_\_\_\_\_

\_\_\_\_\_

**Small Print**

By sending Cuppa Coffee Animation your film you hereby confirm that you have downloaded and read the Submission Release in its entirety and agree to be bound by its contents. **A signed and dated copy of the Submission Release must accompany this signed and dated Submission Form in order for your film to be considered.**

Dated the \_\_\_\_ day of \_\_\_\_\_, 2007

Signature \_\_\_\_\_ Print name \_\_\_\_\_

### **Zootube Submission Release**

Before you submit any content (the "Short") to Cuppa Coffee Animation Inc. ("Producer"), you must read and acknowledge your understanding of and agreement to the following.

By voluntarily submitting the Short to Producer, you expressly agree and consent to the following:

1. I represent and warrant that I am over the age of majority in my jurisdiction of residence and in any event no less than eighteen years of age and that I am the sole author and owner of the Short; that I have the exclusive right to submit the Short to Producer on the terms set out in this Submission Release; that the Short and all elements thereof (including without limitation, the script, music, voices, sound effects, character and setting designs and names, and title) are original and not copied from any other work; that the Short does not defame any person or infringe upon or violate any person's right of privacy or any other right, and does not contain anything racist or illegal; that no payments will be due to any person or entity (including without limitation to the director, editor, any performer, composer, musician or other artists or crew) by reason of the uses contemplated in this Submission Release; that no part of the Short has been telecast or exhibited or otherwise exploited in any media anywhere in the world, with the sole exception of exhibition at the film festivals specified on the Submission Form, if any; that I have not granted rights in the Short to any third party; that I will not enter into any agreement that conflicts with anything set forth in this Submission Release; that the Short is not subject to any claim or litigation; that the Short was not made by me in the course of my employment by any third party, and that no consent of any third party is required for me to enter into this agreement. I will indemnify Producer and its licensees and assignees against any claims and costs incurred by reason of the breach or incorrectness of any of these representations and warranties.
2. I understand that because of its position in the television industry, Producer has access to, or may have created, developed or received submissions which are similar to my Short in theme, plot, ideas, characters or otherwise. I acknowledge that I am entitled to no recognition because of the use by Producer of any such similar submission created or received independently of my Short. I understand that no confidential relationship is established by my submission of the Short.
3. I have retained a copy of the Short and I understand that the copy of the Short submitted to Producer will not be returned to me. I authorize Producer to make and distribute such additional copies of the Short as may be required in connection with its consideration of the Short.
4. If Producer decides to use the Short, or any portion thereof in the Series, I understand that Producer will inform me, and that the following provisions in Paragraphs 5-8 will also apply.
5. In consideration of the Short being included in the Series and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby irrevocably grant to Producer: the right to include in the Series and any episode thereof, and/or in any version or format of the Series, all or any part of the Short and all or any audio and/or audio-visual elements thereof; the right to change, add to or delete from the Short, and to combine the Short with other works, including without limitation the right to add new wraparound material; the right to use the Short or any part thereof in the Series and to reproduce, exhibit, distribute, promote and otherwise exploit the Series including the Short or any part thereof, in all media and formats now or hereafter known (including without limitation, theatrical, non-theatrical, telecast, DVD and other video devices, mobile telephone and other wireless devices, MP3 players and other hand-held devices and Internet transmission, including without limitation, posting the Short or any part of the Short on Producer's website (and the website of any broadcaster or distributor of the Series)), in all

languages, throughout the universe, in perpetuity; and the first right of negotiation to acquire merchandising and all other ancillary rights to the Short. I hereby waive any moral rights I may have in the Short. I grant Producer the right to use my name, biography and likeness in connection with the Short and Series. The foregoing rights will be exclusive to Producer and its licensees and assignees for the period commencing immediately and continuing throughout the duration of copyright in the Short and any renewals thereof. I expressly agree that without the prior written consent of Producer I will not exploit or authorize the exploitation of any rights in the Short other than by Producer and its licensees and assigns.

6. I acknowledge that Producer is under no obligation to use or include the Short in the Series, whether or not Producer has advised me of its intention to do so. If Producer does use the Short in the Series in accordance with the rights granted in this Submission Release, I acknowledge that I will not be entitled to any compensation.
7. I will not authorize, make or provide any statement, photograph or information to any person, relating to the Series, the submission of the Short, the identity of any other submissions of which I may be aware, Producer or its personnel, operations, distributors or broadcasters. Without limiting the foregoing, I agree to keep confidential any information that I may acquire regarding the identities of the submissions selected for inclusion in the Series until after broadcast of the episode of the Series which discloses such identities, and further agree not to disclose to any person that my Short has or has not been selected for inclusion in the Series.
8. I agree that this Submission Release represents the entire agreement between me and Producer and that it supersedes any prior agreements or understandings. No representations have been made to me other than as set forth herein. This agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Signature

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