

SUBMISSION RELEASE FORM AGREEMENT

Title of Written Material: _____
("Material")

1. The undersigned author of the Material requests that Diva Productions Limited ("DIVA") read and evaluate the Material.
2. I understand that DIVA will refuse to accept or otherwise evaluate the Material if I do not accept each and all of the provisions of this release Agreement.
3. I represent and warrant that:
 - (a) I am the author of the Material;
 - (b) I am the present and sole owner of all right, title and interest in and to the Material;
 - (c) If the Material is based on or adapted from any other work, I either have a licence to use that work in this way or can provide evidence of why that licence is not required; and
 - (d) I have the exclusive unconditional right and authority to submit the Material to DIVA upon the terms and conditions set out in this Agreement.
4. I agree to indemnify and save DIVA harmless from any and all claims, expenses, losses, or liabilities that may be asserted against or incurred by DIVA at any time arising from any breach or alleged breach of the warranties and promises given by me in this Agreement, including reasonable solicitors' fees (on a solicitor/client basis) and other costs incurred defending against the same.
5. I retain all rights to submit this or similar material to persons or entities other than DIVA.
6. I acknowledge that no fiduciary or confidential relationship now exists between DIVA and myself, and further acknowledge that no such relationships are established between DIVA and myself by reason of this Agreement or by reason of my submission to DIVA of the Material. This does not affect the fact that DIVA will keep the Material confidential to itself and any external advisors that it uses to assist it in assessing the Material.
7. I acknowledge that DIVA receives numerous submissions of ideas, formats, stories, suggestions, materials and the like that may be similar to this submission. I understand that I will not be entitled to any compensation because of the use by DIVA of any such similar material.
8. I have retained at least one copy of the Material and release DIVA from any and all liability for loss or other damage to copies of the Material submitted to DIVA pursuant to this Agreement.
9. This Agreement will be governed by the laws of New Zealand.
10. I state that:
 - (a) I have read and understood the contents of this Agreement and confirm that no representations of any kind have been made to me;
 - (b) this Agreement contains our entire understanding with reference to the subject matter and the Material; and
 - (c) no modification or waiver of any of the provisions of this Agreement will have any effect unless such modification or waiver is made in writing and signed by both parties.

AGREED AND ACCEPTED:

Signature: _____ Date: _____

Print Name: _____