

LEE GOLDBERG & WILLIAM RABKIN
THE DEAD MAN

WRITE A *DEAD MAN* NOVEL CONTEST

RELEASE & NON-DISCLOSURE AGREEMENT

I have reviewed and have agreed to be bound by the Official Rules for the “Write a *Dead Man* Novel Contest” (the “Contest”), and I understand that I must meet certain requirements to be eligible to win the Contest prize. I hereby declare that I am eligible to win the Contest prize. In particular:

1. I am 18 or over.
2. I am not an employee or independent contractor of Adventures in Television, Inc., or Amazon Services LLC or On-Demand Publishing LLC d/b/a CreateSpace (collectively “Sponsors”)
3. I am not an employee or independent contractor of any affiliates of any Sponsor
4. My spouse, domestic partner, parent, grandparent, sibling, child, grandchild, or housemate is not an employee or independent contractor of any Sponsor
5. My spouse, domestic partner, parent, grandparent, sibling, child, grandchild, or housemate is not an employee or independent contractor of any affiliates of any Sponsor
6. I consent to the worldwide use of my name, biographical information, photographs, videos and likenesses by Sponsors, and their affiliates and advertising/promotion agencies for any promotional purpose for no additional consideration. I waive any right I may otherwise have to approve such use of my name, biographical information, photographs, videos and likenesses, and I release the Sponsors, and their affiliates and advertising/promotion agencies from any claim or liability arising out of the reproduction or use of my name or likeness. I agree to participate in media interviews as required by Sponsors, and to refer any media requests I receive directly to the Sponsors.
7. I agree and acknowledge that “The Dead Man” series, and all the characters, storylines, and concepts contained therein, are copyrighted by Adventures in Television Inc. and that I waive all rights to the plot, incidents, concepts, and characters contained in the Chapter and Outline (collectively the “Entry”) being submitted, that all materials submitted become the sole and exclusive property of Adventures in Television Inc., and that I may not publish my Entry, or works based upon the Entry, in any media or format, without the written consent of Adventures in Television Inc.
8. I agree for myself and for my heirs or representatives that the Sponsors, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, along with any officers, directors, agents, employees and representatives of any of them, to the

maximum extent permitted by law, are not responsible for any liability, loss, injury, or damage to property or to person, including reasonable attorney's fees and court costs directly or indirectly related to my participation in the contest, or by reason of my acceptance, possession, use or misuses of the prizes (including any travel or activity related to a prize), even if such liability, loss, injury or damage is caused or contributed to by the negligence or other conduct of Sponsors, or any of their affiliates or agents.

9. I understand that I will be responsible for all costs and expenses not specifically included in the prize, including but not limited to the full and timely payment of all applicable taxes associated with receiving, possessing, redeeming, or using the prize, and that if I live in the United States, I may be issued an IRS 1099 Miscellaneous Income tax form for the value of the prize (the advance) and subsequent publishing royalties.
10. I understand that I may see or receive information about the Sponsors and their affiliates that is not known to the general public. Sponsors refer to this information as "Confidential Information." Confidential Information includes, among other things, any of the terms of the Adventures in Television Inc. work-for-hire publishing contract ("Publishing Contract"), any nonpublic information about the Contest, including, if applicable, the fact of my status as a Contest Finalist prior to any official public announcement by Sponsors, and information about Sponsors' assets, systems, customers, business plans, as well as any other information that reasonably could be considered confidential. I further understand that Confidential Information may be revealed to me via presentations, reports, drawings, data, or it may be general information that I hear or otherwise obtain in a meeting or presentation. I understand that it is critical that Sponsors' Confidential Information is protected and that any unauthorized use or disclosure may cause substantial and irreparable harm to Sponsors. To that end, I agree that (a) All Confidential Information will remain Sponsors' exclusive property; (b) I will not disclose Confidential Information for any purpose whatsoever; (c) I will not disclose Confidential Information to any other person or company; (d) I will tell Sponsors immediately if I discover any unauthorized use or disclosure of Confidential Information and (e) if Sponsors as, I will return to Sponsors all materials containing confidential information.
11. I acknowledge that if I win the contest, I may not negotiate the work-for-hire publishing contract and must sign it "as is" if I wish to enter into the publishing contract being awarded.
12. I understand and agree that this is a complete release of all of my claims and rights against Publishers, the Sponsors, and their respective, affiliates, subsidiaries, and advertising and promotion agencies, along with any officers, directors, agents, employees and representatives of any of them, and that neither I nor my heirs or representatives will take any action with respect to any such rights, it being understood that this release shall be binding upon my heirs, executors, and administrators. In furtherance of this intention, I knowingly, voluntarily, intentionally, and expressly waive any and all rights and benefits conferred to me by California Civil Code Section 1542 and any law of any state or territory of the United States or any foreign country or principle of common law that is similar to Section 1542. Section 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

13. I understand and agree that I am required to sign, date, and return this Release & Nondisclosure Agreement and return it to Sponsors according to the instructions given to me by the Sponsors. I further understand and agree that if I do not sign, date, and return this Release & Nondisclosure Agreement I will forfeit my eligibility for the Contest and all rights to receive any prize in this Contest.

The information contained in this Release & Nondisclosure Agreement is true and correct to the best of my knowledge, and I agree to be bound by the terms contained herein.

Entrant's Name: _____

Entrant's United States Social Security Number: _____
(for tax reporting purposes)

Entrant's Mailing Address: _____

Entrant's Email Address _____

Entrant's Phone Number _____

Signature _____

Date _____