

PROGRAM PROPOSAL SUBMISSION RELEASE

By submitting my proposal and related materials (the "Material") to Rogers Media Inc. ("Rogers"), I hereby represent, warrant, acknowledge and agree as follows:

1. The Material is original, not copied in whole or part from any other work, and does not infringe upon any third party's copyright, moral rights, publicity rights, or any other rights or defame any person. No other persons other than as indicated by me have collaborated with me in creating and developing the Material. If any other person has collaborated with me in creating and developing the Material, he/she must execute this Release or he/she will be deemed to have read and agreed with the terms and conditions of this Release.
2. Rogers' consideration of the Material and any negotiations between us regarding the Material will not be deemed an admission by Rogers of the novelty or originality of the Material.
3. I have retained a copy of the Material, and acknowledge that Rogers is under no obligation return the Material to me.
4. Rogers receives numerous submissions of ideas, stories and other materials from other sources including (i) the public domain or (ii) other persons (which may include Rogers' employees and other persons submitting materials to Rogers) and Rogers creates and/or commissions others to create on Rogers' behalf such materials (collectively, the "Rogers Materials"). The subject matter, substance and/or other elements contained in the Rogers Materials may be similar to those contained in the Material. I understand and acknowledge that the Rogers Materials may have elements that are substantially similar to those found in the Material, and provided that those elements have been independently created or received by Rogers independent of my submission and have not been based upon the Material, Rogers shall have the right to use the Rogers Material.
5. If Rogers wants to use the Material, Rogers shall first conclude an agreement with me regarding use of the Material.
6. I hereby release and discharge Rogers, its parent, subsidiaries, affiliated and associated companies, and their directors, officers, agents, employees, contractors, licensees, successors and assigns of and from any and all claims, demands actions, liabilities and judgments whatsoever in law or equity, arising directly or indirectly from my submission of the Material (except where such release and discharge would be inconsistent with Section 4 above), or any breach of the representations and warranties made by me hereunder.
7. This Release will be governed by the laws of Ontario and the laws of Canada applicable therein. Any dispute will be settled in the city of Toronto. This Release constitutes our entire understanding concerning the Material, and my submission of the Material constitutes my agreement with the terms of this Release. This Release also applies to any other material which I may submit to Rogers unless it is agreed by us in writing to the contrary. The invalidity of any provision of this Release shall not affect the remainder, which shall continue in full force and effect.
8. I have read the foregoing and fully understand the terms and conditions contained herein.

Working Title of Proposal

Signature

Date

Name (Please Print Clearly)

NOTE: If your Material involves collaboration, each collaborator should sign and provide the above information.