



MARVEL IDEA SUBMISSION FORM

You, the undersigned, understand and agree that any idea, story line, script, artwork, toy or other material (collectively the “Material”) you submit to Marvel Enterprises, Inc., or any of its imprints, divisions, parents, subsidiaries, affiliates or related companies (“Marvel”), shall be submitted to, received, considered and/or accepted by Marvel only on the following conditions:

1. You understand and acknowledge that Marvel is in the publishing, entertainment and toy businesses, that Marvel itself is continuously developing and creating its own ideas and materials, that employees of Marvel may currently be working on or previously have worked on ideas or materials similar to the Material, and that Marvel may have received or may someday receive from others ideas or materials similar to the Material.
2. You understand and acknowledge that Marvel may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, formats, toys and/or materials which may be similar or identical to the ideas, themes, plot, formats, toys or other elements of the Material now being submitted by you. You agree that you will not be entitled to any compensation by reason of the use by Marvel of any such material and that Marvel shall have no obligation to you with respect to the Material unless and until Marvel enters into a subsequent written agreement, fully executed by you and Marvel with respect to such submission.
3. Marvel shall have no obligation to return any Material submitted by you or for any Material or any portion thereof which is lost, misplaced, stolen or destroyed while in its possession. You should keep a duplicate for your own records.
4. Marvel shall have no obligation with respect to the Material submitted by you other than to make a reasonable effort to advise you as to Marvel’s interest or lack of interest in acquiring rights to such Material. Marvel shall have no obligation to give reasons for rejecting any Material submitted by you.
5. You warrant that you are the sole owner, creator, inventor and author of the Material, that you have the full right and authorization to submit the Material and that no other person or entity, unless disclosed to Marvel by you in writing, has or shall have any right, title or interest in or to the Material.
6. No submission of Material will be accepted from you on the basis of a confidential relationship nor shall any such submission by you to Marvel be deemed a confidential communication.
7. All rights and remedies arising out of a submission shall be limited to those rights and remedies existing under the copyright or trademark laws of the United States.
8. All submissions of Material must be made in writing. Marvel shall not review or consider any oral submissions.
9. You acknowledge and agree that any and all controversies arising out of or in any way relating to the Material submitted by you to Marvel shall be settled by final and binding arbitration which will take place in New York pursuant to the rules of the American Arbitration Association. At the request of either party, the arbitrators, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings. The arbitration shall be conducted by a single, neutral arbitrator, or, at the election of either Marvel or you, three neutral arbitrators, appointed in accordance with the applicable rules referred to above. The award of the arbitrator(s) shall be enforceable according to the applicable laws of the state of New York. The arbitrator(s) shall only award damages, with the maximum amount that can be awarded to you not to exceed \$5,000. Any proceeding that you may choose to bring shall be initiated within six (6) months after the date of first use by Marvel of the Material.



10. You understand and acknowledge that any part of the Material which is not novel or original and not legally protected may be used by Marvel without any liability on its part to you and that nothing herein shall place Marvel in any different position with respect to such non-novel or non-original Material by reason of such use than a member of the general public.
11. You agree that no contract or obligation of any kind is assumed by Marvel or may be implied against Marvel by reason of Marvel's review of the Material or any discussions or negotiations you and Marvel may have concerning the Material. Specifically, it is understood that Marvel's review of the Material neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.
12. You acknowledge and agree that your entitlement to any compensation whatsoever is subject to the parties entering into a written contract (separate from this form) signed by both parties related to Marvel's use of the Material. You understand that Marvel may only have an obligation to get permission from you, and to compensate you, for those portions of the Material that are expressed in sufficient detail that they can be protected, and are actually protected, under copyright, patent, trademark or other intellectual property laws.
13. Marvel's consideration of the Material or decision to negotiate an agreement with respect to the Material does not waive Marvel's right to contest your rights to copyrights, patents, trademarks, or other intellectual property.
14. The above conditions may not be waived or changed except in writing and signed by an officer of Marvel.
15. This form applies to all current as well as future submissions, and in exchange for Marvel's willingness to consider this current submission of the Material, you also agree that this form applies to any submissions previously submitted by you to Marvel, regardless of whether the previous submission was submitted under a prior version of this form or without any idea submission form at all.

I agree that any Material I deliver to Marvel is or will be under and subject to the conditions set forth above. I represent and affirm that I have read each and every word of the foregoing and that I am at least 18 years old.

Submitter's Signature: _____ Date: _____

Name: _____ Address: _____
 (please print)

Submitter's Signature was WITNESSED by:

Signature of Witness: _____ Date: _____

Printed name of Witness: _____

Location of Signing: _____
 (City, State or Province, Country if not U.S.A.)