

**DISNEY LAUNCHPAD**  
**SUBMISSION AGREEMENT AND RELEASE**

I [ ] (“**Candidate**” or “**I**”) acknowledge and agree that the following terms and conditions shall govern my submission of materials, including but not limited to: scripts and/or literary material as summarized in Exhibit “A”, if any, attached hereto and incorporated by reference (the “**Literary Material**”), directing samples, lookbooks, essays and resume(s) (collectively, the “**Material**”) to Walt Disney Pictures (“**Disney**” or “**You**”) for (a) your consideration of my application for the Disney Launchpad: Shorts Incubator program (the “**Disney Launchpad**”) and (b) for your consideration of the possible acquisition of the Literary Material, if any. For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, as a condition of my participation in the Disney Launchpad and to be considered for the Disney Launchpad, I hereby irrevocably agree as follows:

1. Representations and Warranties: I represent and warrant that: (a) I am either the sole author of the Material or I am a member of a team of writers and/or directors who are the sole author(s) of the Material, and such Material is original with me or my writing/directing team (as applicable) in all respects; (b) I have the full power and authority to enter into and fully perform this Submission Agreement and Release and to submit the Material to You on the terms and conditions stated herein and pursuant to the Disney Launchpad Program Requirements (which are attached hereto as Exhibit “B” and incorporated herein by reference) (the “**Program Requirements**”); (c) I am the owner of the Material and/or I have obtained any and all consent(s) necessary to submit the Material to You; (d) the Material is not currently under option to any third party or otherwise encumbered; and (e) the submission hereunder of the Material will not violate any law or any right of any person or entity (including, but not limited to, copyrights, trademarks, and rights of publicity or privacy). I further agree to hold Disney, its assigns, and its respective parent, related, subsidiary and affiliated entities, and the officers, directors, shareholders, agents, employees and assigns of each (collectively, the “**Disney Entity(ies)**”) harmless from, and defend any such Disney Entity against, all claims, demands, losses, costs, damages, judgments, liabilities and expenses (including attorneys' fees) arising out of or in connection with the Material submitted to the Disney Launchpad or resulting from my breach of any of the representations, warranties and agreements contained herein.

2. Review of Material: I acknowledge that the only obligation undertaken by You in consideration of my submission is to accept the Material for review, and to review the Material if and to the extent appropriate pursuant to your normal practices. No other obligation or duty on your part shall arise from or be implied by this submission of the Material. I further understand and agree that Disney shall have no obligation to review any Material that does not comply with the formatting, size and other submission requirements as set forth on the Disney Launchpad website, located at [www.launchpad.disney.com](http://www.launchpad.disney.com).

3. My Commitments: I will provide any additional information requested by You or the Disney Launchpad, including but not limited to an essay (of a maximum of five hundred [500] words as further described in the Program Requirements) and my contact information (which shall collectively become part of the Material), and I consent to sharing such Material with You and agree that none of the Material is subject to any fiduciary or confidentiality obligations on the part of Disney. If I am selected by Disney to participate in the Disney Launchpad, I will comply with all Program Requirements in connection with my participation. If I am selected by Disney to participate in the Disney Launchpad, as a condition of my engagement by Disney to participate in the Disney Launchpad, I will sign and return original copies of the following agreements, in form and substance acceptable to Disney, to be provided to me at a later stage in the application process: (a) the Participant Services Agreement, which agreement I acknowledge will govern my engagement (if any) in the Disney Launchpad, and will assign to Disney all rights in and to the results and proceeds of my services in connection with the Disney Launchpad, including without limitation all rights in and to any short film that may be created in connection with the Disney Launchpad, as applicable; and (b) the Script Acquisition Agreement (if selected as writer or director/writer), which agreement I acknowledge will (i) assign to Disney all rights in and to the Literary Material in accordance with and subject to the terms and conditions of the Script Acquisition Agreement, (ii) be signed by me and/or my writing team (each member of which is a participant in Disney Launchpad), and (iii) govern my writing services (if any) by me or my writing team's services (if any) under the Disney Launchpad. I understand You are under no obligation to engage me in connection with the Disney Launchpad or otherwise, and I understand and agree that Disney will make all decisions regarding my participation in the Disney Launchpad in its sole discretion. I understand that I may not be selected for the Disney Launchpad, and that by submitting the Material, I am not guaranteed to be part of the Disney Launchpad or any future Disney programs.

4. Use of Material: I expressly consent to the dissemination and distribution of the Material consistent with the Disney Launchpad. In submitting the Material to You, I recognize that You engage in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, characters, titles, screenplays, formats, concepts for attractions, parks and other developments and other materials, hereinafter together called "Disney Materials." I recognize that the Disney Materials which You may hereafter use may have originated with, been created by, or may have been acquired from your own employees or others and may duplicate, parallel, resemble, or even appear similar or identical to the Material, or elements thereof, in theme, idea, plot, characters, sequence of events, dialogue, mood, setting, pace, format or other respects. I further acknowledge and agree that there may be stories, ideas, and/or materials contained in the Material that are not novel or original, are not fixed in tangible form, and/or were not originated by me, and/or other persons (who may include, without limitation, other candidates in the Disney Launchpad) may have submitted or developed similar or identical stories, ideas, and/or materials and in such cases a Disney Entity may determine, in its sole discretion, that it has an independent legal right to use any such stories, ideas, and/or materials. As an inducement for You to examine, and in consideration of your examination of the Material,

I hereby acknowledge that my submission of the Material to You is voluntary, not in confidence and You are not agreeing to refrain from nor do I have any expectation of compensation for the use of any elements of the Material, which are not protected by U.S. copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not You have obtained such stories, ideas, materials and/or public domain elements from other sources. You acknowledge that if and to the extent the Material is protected by copyright law, I am not granting You the right to use the Material in a manner for which my exclusive rights under the U.S. Copyright Act would be infringed unless You and I enter into an agreement regarding such use.

5. Return of Material: I understand and agree that any copy of the Material that I submit to You will not be returned to me and may be destroyed. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in my possession or in transit.

6. Remedies: My sole and exclusive remedy for Disney's breach, termination, or cancellation of this Submission Agreement and Release or any term hereof or any issue arising in connection with my submission of any Material or my participation in the Disney Launchpad or any violation of my rights, including, without limitation, any claim based on plagiarism, infringement, confidential relationship, implied contract, unfair competition or otherwise arising out of any alleged use by You or the Disney Entities of the Material, shall be an action for damages, and any award of damages for an infringing use of the Material shall be limited to fixed compensation, which shall bear a reasonable relation to amounts customarily paid by You to directors and/or writers (as applicable) of my stature and experience (at the time of submission) in connection with the use of similar material not to exceed, in any event, ten thousand dollars (\$10,000). In no event shall I be entitled to any other or additional compensation or remedy. I hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief. I acknowledge and agree that the foregoing means I may not enjoin or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have relating to my submission of the Materials.

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7. Miscellaneous: I have read, understood and complied with this Agreement and the Program Requirements. No oral representations of any kind have been made to me, and this Agreement, together with Exhibit "A" (Literary Material Submission), and Exhibit "B" (Program Requirements), contains the entire understanding between Disney and me with respect to the Material and the Disney Launchpad, and supersedes any prior or contemporaneous understandings, correspondence or other documents. Should any provision or part of any provision of this Agreement be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. I acknowledge and agree that any modifications to or waivers of any of the provisions of this Agreement must be expressly approved by Disney in writing. This Agreement shall be governed by the laws of California without regard to conflict of law provisions that would apply other law. I acknowledge and agree that (a) neither my submission of the Material, my entering into this Agreement, nor my participation in the Disney Launchpad shall establish any express or implied confidential relationship between Disney (or any Disney Entity) and me with respect to the Material or otherwise; and (b) no contract or obligation of any kind is assumed by Disney or any Disney Entity by reason of my submission of the Material or my participation in the Disney Launchpad.

ACCEPTED AND AGREED TO:

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CANDIDATE

Dated as of: \_\_\_\_\_

**EXHIBIT “A”**

**DISNEY LAUNCHPAD**

**LITERARY MATERIAL SUBMISSION**

NOTE: ONLY FILL OUT THIS EXHIBIT “A” IF YOU ARE SUBMITTING A SCRIPT AND/OR LITERARY MATERIAL IN CONNECTION WITH YOUR APPLICATION FOR THE DISNEY LAUNCHPAD.

**TITLE OF MATERIAL SUBMITTED:**

**MATERIAL LOGLINE:**

**PRINCIPAL CHARACTERS:**

## **EXHIBIT “B”**

### **DISNEY LAUNCHPAD PROGRAM REQUIREMENTS**

Participation in the Walt Disney Pictures (“**Disney**”) Disney Launchpad: Shorts Incubator program (the “**Disney Launchpad**”) is subject to the following requirements, and by submitting an application and materials for consideration for participation in the Disney Launchpad, each candidate (“**Candidate**”) hereby irrevocably acknowledges and agrees to the following requirements:

#### **PROGRAM ELIGIBILITY**

- This program is intended for writers, directors and directors/writers from underrepresented backgrounds and/or those who can present diverse perspectives, and candidates will have the opportunity to explain such background or viewpoint during the application process.
- Candidate must be physically present in the United States when applying for the Disney Launchpad and must have the unrestricted right to be employed in the United States throughout the duration of the Disney Launchpad and throughout the term of any additional post-term obligations in connection with the Disney Launchpad.
- Candidate must be twenty one (21) years of age or older as of December 1, 2021.
- Candidate must have completed at least one (1) scripted, live-action narrative work (e.g., a short, feature film, webisode or episodic program) of at least five (5) minutes in length within the past eight (8) years.
- In the event that a director Candidate is applying as a member of a team of two (2) directors, Candidate and the other member of Candidate’s directing team must have a history of co-directing.
- Candidate will not be eligible to participate in Disney Launchpad if Candidate: (i) directed a theatrically-distributed, scripted, non-documentary feature film; (ii) directed two (2) or more scripted, non-documentary episodes of a network television, cable television, or premium streaming series; or (iii) directed two (2) or more scripted, non-documentary films, distributed on network television, cable television, or premium streaming service; (iv) has written a theatrically-distributed, scripted, non-documentary feature film; (v) has written more than two (2) episodes of a network television, cable, or premium streaming series; or (vi) has written a scripted, non-documentary film, distributed on network television, cable television, or premium streaming service will be ineligible for consideration. Additionally, Candidate must not have a first look deal with another company or studio at the time of submission to be eligible for Disney Launchpad.

- Candidate will not be eligible to participate in the Disney Launchpad if applying to (or participating in) the Disney Launchpad results in the breach of any restriction (contractual, policy/procedure, or otherwise) with any third-party, including but not limited to any third-party employer.
- Employment in the Disney Launchpad is subject to the conditions and terms of The Walt Disney Company and Associated Companies Confidentiality Agreement (the “Confidentiality Agreement”), and the obligations and commitments contained therein; and an acknowledgement by Candidate to follow all policies, programs and practices of The Walt Disney Company and its affiliated companies, including but not limited to disclosing any services rendered to third-parties that might be considered a conflict of interest under the terms of the Confidentiality Agreement or any other policies of Disney and its affiliated companies.
- Candidate acknowledges that the application process will include a background check, and that Candidate’s acceptance into the Disney Launchpad will be contingent upon the satisfactory completion of such background check.

## **SUBMISSION OF MATERIALS**

- Candidate must agree to the Submission Agreement and Release which governs the submission of Candidate’s materials, including but not limited to, scripts and/or literary material as summarized in Exhibit “A” attached hereto and incorporated by reference (the “Literary Material”), directing samples, lookbooks, essays and resume(s) (collectively, the “**Material**”) for (a) consideration of Candidate’s application in Disney Launchpad and (b) for the possible acquisition of the Candidate’s Literary Material, if any. The Submission Agreement and Release includes important terms and conditions which Candidate should read before accepting those terms and applying for Disney Launchpad.
- Candidate’s required Material for submission shall include, without limitation, the following: (i) an essay explaining Candidate’s underrepresented background and/or diverse perspective (500 word limit); (ii) for director and director/writer candidates, one (1) directing sample (up to thirty [30] minutes in length total and not less than five [5] minutes each); (iii) a one (1) page resume and an optional professional recommendation should they choose; and (iv) for writer and director/writer Candidates, an original, narrative script for a short film that is a minimum of eight (8) and a maximum of fifteen (15) pages in length, which aligns tonally with the Disney brand and is centered around the theme of “connection,” and which is not an adaptation, biopic, or screenplay based on existing content or Disney’s intellectual property. Candidate’s script must be submitted via PDF in a format consistent with industry standard (Courier, 12 pt. type, and standard margins). Candidate acknowledges that if Candidate’s script does not satisfy the requirements listed herein, or if Candidate submits an incomplete application, then

Candidate's application will be disqualified (applicable only to a writer and director/writer Candidate).

- If a director/writer or writer Candidate is applying with a script co-written by another individual, that individual must also be a participant in Disney Launchpad and also submit an original signed Submission Agreement and Release. A script that is written or co-written by a non-applicant will not be considered and Candidate's application will be disqualified.
- Candidate acknowledges that the submission of the Material is for consideration for inclusion in Disney Launchpad and Disney has no obligation to select or engage any Candidate who submits such Material for consideration.

## **DISNEY LAUNCHPAD PARTICIPATION REQUIREMENTS & CONDITIONS**

- Disney expects to notify Candidates by October 2021 if they are selected for an in-person interview (please note that depending on the state of the COVID-19 pandemic, interviews may be conducted remotely). If Candidate is selected for an in-person interview and lives outside of the Southern California area (as defined by zip codes between 90001 to 93066), Disney will cover basic airfare (from the Candidate's current place of residence in the United States) and hotel in connection with travel to Los Angeles for interviews. During the interview process the Candidate should be prepared for the following:
  - For a director/writer Candidate, the Candidate will be asked to pitch the vision for the Candidate's short film script.
  - For a director Candidate will be asked to pitch the vision for a short film script selected for the Candidate through the application process.
  - For a director/writer Candidate or a director Candidate, be prepared to discuss a production plan and previous related work experience. A pitch deck of up to ten (10) pages is encouraged but not required.
  - For a writer Candidate, the Candidate will be asked to participate in roundtable interviews.
- If selected to participate in Disney Launchpad, located in Burbank, CA, Candidate must be legally eligible to work for Disney and capable of entering into an employment agreement to render the following in person directing and/or writing services (which timeframes may be subject to change, and which schedules may be staggered for each short film project): (i) four (4) months of script development and select classes held once or twice per week (on weeknights) from 7pm – 10pm on the Disney lot in Burbank, CA, and one (1) Saturday field trip to the American Film Institute campus in Los Angeles, CA; (ii) up to eight (8) weeks of pre-production; (iii) principal photography (which timeframe will be contingent upon the budget and production schedule of Candidate's short film); and (iv) up to ten (10) weeks of post-production (collectively, the "Launchpad Production Periods").

Candidate must be available on a full time, first priority basis for the entire duration of principal photography regardless of prior employment commitments.

- If a director or director/writer Candidate is selected to participate in the Disney Launchpad, the director Candidate must reside in Southern California (as defined by zip codes between 90001 to 93066) for the duration of Disney Launchpad (approximately December 2021 – October 2022). If a director, director/writer, or writer Candidate resides outside of Southern California and temporarily relocates for the Disney Launchpad, Candidate shall receive a small stipend to be used for living and relocation expenses (the “**Stipend**”). The Stipend will be provided to Candidate for the duration of Candidate’s services in the Launchpad Program (as determined by Disney in its sole discretion). With the exception of the Stipend, Candidate acknowledges that Disney will not provide travel, housing and/or transportation arrangements during the Launchpad Production Periods.
- Candidate acknowledges that even if Candidate is accepted into the Disney Launchpad, production of Candidate’s short film is not guaranteed, and both Candidate and Disney have the right to terminate Candidate’s employment during Disney Launchpad for any reason whatsoever with no obligation to the other.
- Candidate acknowledges that while the intent is for all shorts created through the Disney Launchpad to be exhibited on Disney+, Disney has the sole discretion to determine whether or not the short will be exhibited on Disney+, and such exhibition is not guaranteed.