

SHAW TELEVISION INC.
SUBMISSION RELEASE

Title of Project: _____ (the "Project")

Submitter (Please print name clearly): _____

As an inducement to, and in consideration of, Shaw Television Inc.'s (hereafter "**Shaw**") willingness to receive for review any and all proposals, ideas, concepts and materials in connection with the Project (whether written or otherwise) submitted to Shaw by Submitter at any time, in any form of communication, before or after the date of this release (collectively, the "**Materials**"), Submitter acknowledges and agrees as follows (this "**Release**").

1. All existing rights in the Materials remain with Submitter unless and until a formal agreement governing Shaw's use of the Materials is fully executed, and nothing contained in this Release shall be construed as a waiver of such rights. No obligation is assumed or may be implied against Shaw by reason of Shaw's consideration and review of the Material in accordance with this Release.

2. Acknowledging Shaw's reliance on the following, Submitter represents and warrants to Shaw that: (a) the Materials, and their component elements, are, (i) wholly original with, and owned by, Submitter or otherwise based on material that is in the public domain, and (ii) free of any encumbrances whatsoever; (b) Submitter has the exclusive right to grant this Release; (c) Submitter will not enter into any agreement that conflicts in any way with this Release without providing prior notice to Shaw; and (d) the Materials do not contain anything which is defamatory, unlawful or otherwise violates any copyright, patent, trademark, rights of privacy, publicity, moral rights or other right of any other party. Submitter indemnifies and holds harmless Shaw and its affiliates, and their respective shareholders, directors, officers, employees, licensees and assigns (collectively, the "**Shaw Parties**") from and against any claim, action, loss or expense arising out of, in connection with, or relating to, a breach of Submitter's representations and warranties.

3. Submitter irrevocably releases and discharges the Shaw Parties from and against any claim, action, loss or expense arising out of, in connection with, or relating to, any condition, assertion, event, matter or thing that conflicts with Submitter's acknowledgements and agreements below.

4. Submitter acknowledges and agrees that:

- (a) Submitter has retained a copy of all written Materials, and that copies of written Materials submitted will not be returned;
- (b) there is no relationship of any type created or implied as between Submitter and any Shaw Party (including any fiduciary relationship), by virtue of Submitter's voluntary and unsolicited submission of the Materials;
- (c) the Shaw Parties receive numerous submissions of, and commission the creation of numerous, ideas, treatments, stories, outlines, scripts, teleplays, formats, digital media concepts, interactive and rich media applications and games, and other material and elements from many parties (collectively the "**Shaw Materials**"). The Shaw Materials previously created or created in future may be substantially similar to or identical with elements contained in the Materials. The Shaw Parties have the unrestricted right to use: (i) the Shaw Materials; and (ii) any Materials or component elements thereof which are not new or novel or are in the public domain, or have been independently created by a Shaw Party or another party; and
- (d) Submitter shall not disclose any information relating to Shaw's programming strategies.

5. This Release is the entire agreement between Shaw and Submitter with respect to the subject matter of this Release. This Release may not be amended except by written agreement signed by both parties. This Release shall be binding upon and inure to the benefit of the parties hereto and their successors, executors, administrators, heirs, representatives, assigns and licensees. If any provision or part of any provision of this Release is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and this Release with such provision or part thereof omitted shall remain in full force and effect. This Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, and the parties hereto submit to the exclusive jurisdiction of the courts of Ontario.

Dated as of the _____ day of _____, 201_.

"**Submitter**"

Company Name (if applicable): _____

Witness: _____

(*Witness to Submitter Signature*)

Name: _____

Complete Mailing Address of Submitter:

Tel: _____

Email: _____

Fax (if applicable): _____