Submission Release

By clicking “Accept” on the box adjacent to this Release, you are signifying your agreement with and acceptance of all terms and conditions of this Release as well as the terms and conditions in the Terms of Service. We have the right to change the terms and conditions of this Release at any time as described in our Terms of Service. You hereby acknowledge and agree to the following terms and conditions (collectively the “Release”):

1. You warrant that you are the sole and exclusive creator, author and owner of the material you are submitting to WNET (the “Material”) and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe that your Material and its features are unique and novel.

2. The Material does not infringe upon, violate the privacy of, constitute a libel or slander against, or violate any copyright, trademark, literary, artistic, dramatic, musical, or any other right, of any third party.

3. You acknowledge that there does not now exist, nor has there ever existed, a fiduciary relationship between you and WNET. You make this submission voluntarily. You and WNET have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against, WNET unless and until a formal written contract has been entered into between you and WNET, and then the obligation shall be only as expressed in the formal written contract.

4. You acknowledge that there may be: (i) material or ideas in the public domain; or (ii) other persons, including WNET, who have submitted (or will submit) material to WNET or have made (or will make) material public that is, in each case, similar or identical material to the Material submitted by you and WNET shall have the right to use this similar or identical material and shall be under no obligation to you with respect to the Material submitted, and you shall not be entitled to any form of compensation in connection with said use.

5. You agree to retain an original copy of the Material you submit to WNET and you fully release and discharge WNET from any liability in connection with any loss or damage to the Material. You acknowledge that WNET is not obligated to return the Material to you and, accordingly, WNET may destroy the Material 90 days after it is submitted to WNET, and you release WNET from liability for destruction of the Material.

6. Nothing herein shall obligate WNET to evaluate or review the Material.

7. WNET, as referred to herein, shall be deemed to include all parent, affiliated and related companies of WNET, the employees, agents and contractors thereof and its successors,
licensees and assigns. As used in this Release, the terms “you” and “your” include and bind you and any and all of your legal representatives.

8. This Release shall be governed by the laws of the State of New York.

9. This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both you and WNET. The invalidity of any provision hereof is not to affect the remaining provisions.

10. You are agreeing to this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all its terms and effects, and every portion thereof.