

“I have a great idea for a program . . .”

## IDEA SUBMISSION POLICY AND AGREEMENT \* IDEA SUBMISSION POLICY AND AGREEMENT

**Discovery Communications, Inc., its parents, subsidiaries and affiliates (“Discovery”) thank you for your ideas, program formats, literary material, and other suggestions and materials (“Submission” or “Submissions”).**

We are happy to receive Submissions like yours, and would like you to take a moment to review Discovery’s Submission release agreement (“Agreement”). This Agreement sets forth your rights, and the rights and obligations of Discovery, to any Submission. This Agreement is necessary to avoid misunderstanding, and to protect everyone concerned. Please be aware that Discovery will only accept and consider your Submission if You (as defined immediately below) agree to the terms set forth in this Agreement.

Any reference to “You” or “Your” in this Agreement applies to (i) you and your parents, subsidiaries and affiliates (if you are a company); (ii) you and your principals, licensors and sublicensors (if you are an agent acting on behalf of another person or entity); and (iii) you and your agents, licensees, sublicensees and assigns (if you are the author of the Submission).

If You are under the age of eighteen (18) (a minor), Your parent or legal guardian must sign and deliver to Discovery a hard copy of this Agreement on Your behalf and by doing so Your parent or guardian agrees that You (the minor) are bound by the terms of this Agreement. Hard copies signed by parents or legal guardians may be obtained from and returned to:

Discovery Communications, Inc.  
One Discovery Place  
Silver Spring, MD 20910  
Attention: Buy In Department  
[BuyIn\\_Department@Discovery.com](mailto:BuyIn_Department@Discovery.com)

### Did You Originate the Submission?

Discovery will only accept Submissions in written form. Your Submission will only be considered at Your request and with Your guarantee that You are the sole originator of all contents of the Submission and You have the legal right to submit it to Discovery for consideration.

### Disclosure to Discovery

You accept that Discovery may discuss Your Submission with employees, and possibly others, to evaluate its usefulness to Discovery. You agree that any consideration of Your Submission does not create a confidential relationship between You and Discovery.

### No Implied Contract

You agree that no contract or obligation of any kind is assumed by Discovery or may be implied against Discovery by reason of Discovery’s review of Your Submission and/or any discussions or negotiations Discovery may have concerning Your Submission. Specifically, it is understood that neither Your Submission of the material, nor Discovery’s review of the Submission constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

### What is Protected and What are You Entitled To Compensation For?

You understand that Discovery may have in the past or in the present or future explore programs and ideas generated by employees or other outside sources that resemble Your Submission. You understand that it is not uncommon for more than one individual or company to originate substantially similar ideas, independently. You agree to renounce any claim that Discovery misappropriated any ideas or portions of Your Submission in any future Discovery programs or activities, *except as set forth in the immediately following paragraph.*

You acknowledge and agree that Your entitlement to any compensation is subject to the parties entering into a written contract (separate from this Agreement) signed by both parties related to Discovery’s use of Your Submission. You understand that Discovery only has an obligation to get permission from You and to compensate you for those portions of Your Submission that are expressed in sufficient detail that they are protected under copyright law or other intellectual property laws.

### Submission Not Returned

**Discovery is not obligated to return Your Submission to You.**

You should keep a copy of any materials submitted. Do not send any materials You consider irreplaceable.

### No Prejudice

Discovery’s consideration of Your Submission or decision to

negotiate a purchase of Your Submission does not waive Discovery's right to contest Your copyrights, trademarks, or other intellectual property rights.

### Modification

The above conditions may not be changed or waived except in writing and signed by an officer of Discovery.

**Blanket Release Form:** Acceptance of this Agreement will hereby apply to all current as well as future Submissions and in exchange for Discovery's willingness to consider this current Submission, You also agree that this Agreement applies to any Submissions previously submitted by You to Discovery regardless of whether the previous Submission was submitted under a prior version of this Agreement or without any Agreement at all.

### Release Agreement.

Do you accept all of the terms of the Release Agreement? **(The Release Agreement only applies to individuals who will be submitting program ideas to the Discovery Networks on behalf of their company. If you will not be submitting program ideas, please click "No" below.)** In order to accept the terms of the release letter you must be an authorized representative of the owner of the materials. In addition, you must have the legal right to accept the Terms of the Release Agreement on behalf of your company. Acceptance of this Release Agreement will apply to all current as well as future program submissions made to the Discovery Networks. Please indicate your response below:

Accept / Decline

Submitted by:

Date: