

PARTICIPANT'S UNDERTAKING FOR SWA SCRIPT LAB & PITCH FEST
2024

I, the undersigned ("I"/ "Me"/ "My"), hereby solemnly affirm, represent and undertake that:

1. This undertaking ("**Undertaking**") relates to My participation in the Script Lab 2024 ("**Script Lab**") and/or Pitch Fest 2024 ("**Pitch Fest**") (collectively, "**Script Lab & Pitch Fest**") organized by Screenwriters Association ("**SWA**"). I have read and duly understood the rules and regulations/terms and conditions of the Script Lab & Pitch Fest ("**Terms and Conditions**"), and I agree and undertake to adhere to the same at all times. I understand and acknowledge that SWA, in its sole discretion, can modify/alter the Terms and Conditions of the Script Lab & Pitch Fest. Any decision taken by SWA related to the Script Lab & Pitch Fest shall be final and binding on Me. By agreeing to the Terms and Conditions and the contents of this Undertaking, I hereby agree to waive My rights to raise any dispute concerning the Script Lab & Pitch Fest and any matters connected thereto, to the maximum extent permitted by law.
2. I am eligible to participate in the Script Lab & Pitch Fest and My participation herein is not contrary to anything contained in the Terms and Conditions. I have submitted and shall submit all the information and documents as required by SWA for My participation in the Script Lab & Pitch Fest and to verify My eligibility for such participation. I have not and shall not conceal any information and facts from SWA, in relation to My eligibility and shall keep SWA informed of any change in My eligibility at all times.
3. I acknowledge and affirm that any and all the submissions ("**Submission**") made by Me to SWA in relation to the Script Lab & Pitch Fest are voluntary and in confidence.
4. All works forming part of the Submission are My original creation authored by Me and do not violate any third-party rights, title or interest, including but not limited to intellectual property rights including copyright, proprietary rights, privacy rights or any other rights of any person or entity. The Submission does not contain any confidential information relating to any third party, is not in violation of any applicable laws in force, containing harmful viruses and malware, or infringing the privacy, confidentiality or any such right of a person/entity, etc. to the best of My knowledge.
5. At any time during the Script Lab & Pitch Fest or thereafter, I shall not behave in such a manner as to restrict/prevent

SWA from successfully conducting the Script Lab & Pitch Fest and shall ensure full compliance with applicable laws and regulations as well as the Terms and Conditions throughout the duration of the Script Lab & Pitch Fest.

6. I do not have any criminal conviction, arrangement, or other contracts that prevent Me from participating in the Script Lab & Pitch Fest. If so applicable to Me (by virtue of being a member of SWA now or at any time in the future during My participation in the Script Lab & Pitch Fest), I shall at all times comply with the applicable laws, the Constitution and Bye-Laws of SWA.
7. I have duly registered the Submission in My name with a valid authority such as SWA, Writers Guild of America (WGA) or the Copyright Office of India, etc.
8. I hereby agree to grant SWA an unconditional, irrevocable and perpetual license to store, make copies of, evaluate and share the Submission with members of its Event Sub-Committee/ employees/ representatives/ organizers/ coordinators/ jury members/ readers/ mentors/ and any other relevant persons ("**Authorized Persons**") as required to conduct the Script Lab & Pitch Fest in the sole discretion of SWA. I further agree to grant SWA the irrevocable and perpetual right to use My name, likeness, image, photograph, voice, performance, signature, and/or biographical data, in any media, manner, technology or content delivery mechanism now known or hereinafter devised, for any purpose, including, without limitation, in connection with the Script Lab & Pitch Fest, its administration, judging and evaluating the Submission, advertising and/or publicity of the Script Lab & Pitch Fest, in consideration of My participation in the Script Lab & Pitch Fest.
9. I agree, understand and confirm that SWA and/or the organizers/ mentors/ evaluators of the Script Lab & Pitch Fest receive numerous entries from different participants during Script Lab and Pitch Fest and other events that SWA may organize. Further, the organizers/ mentors/ evaluators of the Script Lab & Pitch Fest being creators themselves, professionally create several literary and dramatic works. These materials are independently made without referring to the Submission ("**Independent Materials**"). These Independent Materials may have incidental/generic or idea-level similarities with the Submission. Such similarities shall not obligate SWA and/or the organizers/ mentors/ evaluators of the Script Lab & Pitch Fest to Me in any manner whatsoever. Provided, SWA and/or the organizers/ mentors/ evaluators of the Script Lab & Pitch Fest have independently

- developed or legally obtained/accessed the same either from any third party heretofore or hereafter autonomously or exclusively from sources other than Me. Further, if the Submission or part thereof is in the public domain and/or does not constitute protectable property and/or is not original, I agree and understand that I shall not have any claim against SWA and/or the organizers/ mentors/ evaluators of the Script Lab & Pitch Fest for any reason(s) whatsoever.
10. I agree and confirm that nothing contained herein or otherwise imposes an obligation on SWA to accept or utilize the Submission in whole or in part. SWA reserves the right to accept or reject the Submission or its parts at its sole discretion. I agree that only winning entries will receive the mentorship from SWA, strictly as mentioned in the Terms and Conditions of the Script Lab & Pitch Fest. SWA does not have and/or shall not have in future, any other monetary/non-monetary obligation(s) towards Me.
 11. I agree and confirm that nothing contained herein or under the Terms and Conditions, either expressed or implied shall be deemed to be any representation or warranty by SWA. I shall not have any claim towards SWA or the Authorized Persons related to any obligation, consideration, opportunity cost, etc. I agree and acknowledge that SWA may cancel the Script Lab and/or the Pitch Fest or its subsequent editions at any time without any liability towards Me.
 12. I agree and undertake to do any and all acts and execute any documents in such manner and at such locations as may be required by SWA in its sole and absolute discretion with respect to My participation in the Script Lab & Pitch Fest.
 13. I agree and affirm that if My Submission is mentored at the Script Lab and is subsequently adapted into any cinematograph film (as defined under the Copyright Act, 1957), I agree and undertake that I shall ensure that SWA is duly credited in such cinematograph film as "*Script Mentored at SWA Script Lab 2024*". I further agree and affirm that if My Submission is selected for the Pitch Fest and is subsequently adapted into any cinematograph film, I agree and undertake that I shall ensure that SWA is duly credited in such cinematograph film as "*Script Selected at SWA Pitch Fest 2024*". In either or both of the above-mentioned scenarios, the credit(s) will be provided on a single slate and accompanied with the SWA logo on a best-effort basis. If the Submission is selected as a result of My participation in both the Script Lab and the Pitch Fest, I agree and undertake that I shall ensure that credits are provided on two separate single slates in the form and manner as provided

hereunder. I agree and undertake that I shall ensure that I sign the contract with any third party, including the respective producer and/or studio and/or platform, capturing this obligation. In case any third party, including the respective producer and/or studio and/or platform objects to or refuses to provide such credit, I agree and undertake that I shall forthwith inform SWA of the same well in advance so that a mutually acceptable settlement of credit is affected with such third party.

14. I agree and accept that SWA shall not be responsible for the activities, performance or non-performance of any of the persons associated with the Script Lab & Pitch Fest, nor is SWA liable for any action, inaction or negligence of the persons associated with the Script Lab & Pitch Fest including without limitation, strikes, work stoppage, criminal conduct of others or other events beyond SWA's control.
15. I agree and accept that only the submissions shortlisted during the process of the Script Lab, and as specified to the participants will be allowed for pitching at the Pitch Fest. If My Submission is shortlisted for the Pitch Fest, I agree and undertake that I shall not pitch any other work during the Pitch Fest other than the Submission shortlisted during the Script Lab.
16. I agree that My meeting with any prospective producers/studios/ platform or other commissioning entity shall at all times be subject to such entity's availability and time constraint during the Pitch Fest.
17. I understand that SWA shall be conducting the Script Lab & Pitch Fest, and shall, on best-effort-basis, endeavour to ensure:
 - (i) All prospective producer(s)/studio(s)/platform(s) sign a non-disclosure agreement and maintain the confidentiality of Submission(s) made to them during Script Lab and Pitch Fest.
 - (ii) All Submission(s), whenever shared with a mentor and/or evaluator and/or reader by SWA, shall be under an obligation of confidentiality. Further, SWA staff and/or organizers of Script Lab and Pitch Fest shall ensure to maintain confidentiality of all Submission(s).
 - (iii) SWA organizes the Script Lab and Pitch Fest in a manner as to benefit the participants, in best possible way, from the opportunity of receiving mentorship for the betterment of their craft and the opportunity to pitch their work to prospective producer(s), studio(s), platform(s), etc.

18. I agree and confirm that I shall be solely responsible for all costs and expenses towards My participation in Script Lab & Pitch Fest, including without limitation for bearing all travel and/or lodging expenses that I may incur concerning the Script Lab & Pitch Fest. Submitting the Submission and/or My participation in the Script Lab & Pitch Fest does not entitle Me to receive any compensation, whether monetary or otherwise, from SWA.
19. In case of any co-author/s of the Submission, I have duly obtained written authorization(s) from such co-authors for submission of the Submission to the Script Lab & Pitch Fest and for granting all the rights licensed and/or granted hereunder to SWA in relation to the Submission. If required, I shall promptly and no later than within a period of 3 (three) days submit proof of such written authorization obtained by Me to SWA.
20. I agree and confirm that I do not have any ongoing dispute pertaining to the Submission with the Dispute Settlement Committee (DSC) of SWA or before any other authority, including any action, claim or proceedings pertaining to the Submission before any court of law.
21. I agree to indemnify and hold harmless SWA as well as all Authorized Persons from and against any and all losses, damages, injury, harm, claims and actions arising out of My participation in the Script Lab & Pitch Fest including any litigation and attorney fee(s). Further, SWA shall be entitled to invalidate My participation in the event of any fraud, dishonesty or any non-entitlement for My participation under this Undertaking and/or the Terms and Conditions in general.
22. I hereby expressly consent to the collection, storage (including in digitized format), use, disclosure, transfer, and processing of My personal data which may be collected by SWA for the purposes of the Script Lab & Pitch Fest. I hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of My personal data by SWA is for a lawful purpose and is necessary for facilitating My participation in the Script Lab & Pitch Fest. I further agree and expressly consent that the information provided by Me may be used by SWA for internal purposes and to send Me any promotional information pertaining to the future activities undertaken by SWA.
23. Any dispute or claim arising out of or in connection with the Script Lab & Pitch Fest, as well as these Terms or their subject matter, validity, termination or enforceability (including noncontractual disputes or claims) shall be

governed by and construed in accordance with Indian law and the competent courts in Mumbai, Maharashtra shall have the exclusive jurisdiction.

24. By My participation in the Script Lab & Pitch Fest, I specifically acknowledge and agree that: (i) any and all disputes, claims and causes of action arising out of or in connection with the Script Lab & Pitch Fest, or any gratification, shall be resolved individually, without resorting to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Me for entering the Script Lab & Pitch Fest.

Signature.....

Name:

Date: