

**WRITER SUBMISSION GUIDELINES FOR THE
2023 DISNEY TELEVISION DISCOVERS: TALENT SHOWCASE**

Showcase
Non-Union

Submission Period: March 6 – March 27, 2023
Start Date: Early May 2023
Virtual Showcase Event Date: October / November 2023

SEEKING:

Disney Television Discovers is seeking written material that would equally highlight an ensemble cast of approximately 8 actors for its Talent Showcase. We are looking for a written synopsis/treatment or script for an English language, dialogue-driven dramedy that resembles a television format. Please submit material that is a maximum of 45 pages and is set in minimal locations. Characters portrayed must be 18 or older. We are open to single writers or co-writers. Experience writing for television, film, or theater is strongly recommended, but not required. This is a virtual opportunity, so writer applicants can be based anywhere in the United States, provided you are eligible to be employed in the United States.

ABOUT THE SHOWCASE:

As part of its ongoing effort to discover and develop emerging talent, Disney Television Discovers holds an annual Talent Showcase to highlight and promote the next generation of exciting actors. Now in its 22nd year, this Showcase continues to serve as a launching pad for discovering new talent, including Academy Award® winner Lupita Nyong’o (“12 Years a Slave”), Chadwick Boseman (“Black Panther”), Golden Globe® winner Gina Rodriguez (“Not Dead Yet”, “Jane The Virgin”), Randall Park (“Fresh Off the Boat”), Pedro Pascal (“The Last of Us”, “The Mandalorian”). Former Showcase Writers have gone on to write for shows such as “Home Economics”, “Hacks”, “Love, Victor”, and “Brooklyn Nine-Nine”.

WHAT WE NEED FROM YOU:

If interested, please send the below as attachments in one (1) email to ABC.Showcase.Submissions@disney.com by **Monday March 27th, 2023**, with the subject line **SHOWCASE WRITER SUBMISSION – DISNEY TELEVISION DISCOVERS**. Any submissions that are incomplete and/or received after March 27, 2023 at 8:59pm PST (11:59pm EST) will not be considered/reviewed.

- Your signed Submission Agreement and Release, with all areas completed (labeled as: **YOUR FULL NAME – SIGNED AGREEMENT AND RELEASE**)
- Your resume, including your contact information (labeled as: **YOUR FULL NAME – RESUME – DRAFT DATE**)
- Your written Showcase submission material – either a synopsis/treatment or script (you may submit up to 3) (labeled as: **YOUR FULL NAME – SHOWCASE SUBMISSION MATERIAL**)
- A one-minute video introduction (e.g., What inspired you to be a writer? What types of stories do you want to tell?). Please send as a Vimeo, Google Drive, or Dropbox link (labeled as: **YOUR FULL NAME – SHOWCASE VIDEO**)

All materials, including the Submission Agreement and Release, are submitted on a voluntary basis, without compensation or guarantee of employment or engagement.

Below is the Submission Agreement and Release. You **MUST** sign and send this Submission Agreement and Release with the rest of your submission materials. **Any submission materials that are received without a signed Submission Agreement and Release will not be reviewed or accepted.**

THINGS TO KNOW:

Interviews will take place virtually from April 17th, 2023 through May 5, 2023. We will contact candidates if selected for an interview.

The final decision will be made by May 5th, 2023. You will only be notified if you are selected and moving forward to participate in the Showcase.

If your material is selected, you will need to enter into a written agreement with Bright Prospect Productions (or its designee or assignee) regarding its use of your material in the Showcase and your services to be rendered in connection therewith ("Showcase Writer Agreement").

If your material is selected for the Showcase, you will receive an initial flat fee of Fifteen Thousand U.S. Dollars (\$15,000). You will also receive a weekly rate of Two Thousand Five Hundred U.S. Dollars (\$2,500) for a minimum of 6 weeks and a maximum of 13 weeks, provided that you will only be paid for each week you are actually rendering and completing all required services in connection with the Showcase. If you submit any written material as a team, all team co-Writers must send in their own submission material separately and each sign the Submission Agreement and Release (submissions by only one member of a writing team will not be reviewed or accepted); all fees will be split between the team of Showcase Writer(s). The selected Showcase Writer(s) will have on-screen credit in the Showcase.

If chosen, you will work closely with Disney/ABC Executives virtually to develop your material and tailor it to our selected Showcase actors. After a first draft of the Showcase shooting script is completed, you will have two guaranteed passes at revisions before Disney/ABC Executives take jurisdiction over edits for the final Showcase shooting script.

Selected material will be exclusive to The Walt Disney Company until December 31st, 2023, and the terms thereof will be set forth in the Showcase Writer Agreement.

This Showcase is presented online as an invite-only industry event. The Showcase will not be used for or exhibited on any broadcast or streaming networks, channels, or platforms.

2023 SHOWCASE CALENDAR

All dates and timeframes below are tentative and subject to change.

<u>DATES</u>	
March 6 – March 27	Showcase Writer Submission Period
April 17 – May 5	Showcase Writer Interview Period
May 8 – June 23	Showcase Shooting Script Development – Developing the material virtually with Disney/ABC Executives before the cast is selected.
June 26 – July 14	Showcase Shooting Script Development with Cast – Meet the actors virtually and tailor the Showcase shooting script towards them.
July 17 – July 28	Virtual Rehearsals & Tech Rehearsals – Virtual and/or in-person attendance at rehearsals is not required of the Showcase Writer(s) and is TBD by Disney/ABC Executives.
July 31 – August 11	Filming – Virtual and/or in-person attendance at filming is not required of the Showcase Writer(s) and is TBD by Disney/ABC Executives.
August – October	FYI: Editing – <i>Showcase Writer(s) are not involved in this part of the process.</i>
October / November – exact date(s) TBD	FYI: 2023 Showcase Event - <i>Viewed online via emailed link to an invite-only industry audience.</i>

2023 DISNEY TELEVISION DISCOVERS: TALENT SHOWCASE
SUBMISSION AGREEMENT AND RELEASE (“Agreement”)

I [_____] (“Candidate” or “I”) acknowledge and agree that the following terms and conditions shall govern my voluntary submission of materials, including but not limited to: scripts, writing samples, written synopses, and/or any other written material as summarized in Exhibit “A”, if any, attached hereto and incorporated by reference (the “Material”), videos, essays, and resume(s) (collectively, the “Submission Material”) to Bright Prospect Productions, LLC (“BPP” or “You”) for (a) Your consideration of my application for the 2023 Disney Television Discovers: Talent Showcase (the “Showcase”) and (b) for Your consideration of the possible acquisition of the 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 Showcase and to be considered for the Showcase, I hereby irrevocably agree as follows:

1. **Representations and Warranties:** I represent and warrant that: (a) I am either the sole author of the Submission Material or I am a member of a team of authors who are the sole author(s) of the Submission Material, and such Submission Material is unique, novel, and original with me or my writing team (as applicable) in all respects; (b) I have the full power and authority to enter into and fully perform this Agreement and to submit the Submission Material to You on the terms and conditions stated herein and pursuant to the Showcase Requirements (which are attached hereto as Exhibit “B” and incorporated herein by reference) (the “Showcase Requirements”); (c) I am the owner of the Submission Material and/or I have obtained any and all consent(s) necessary to submit the Submission Material to You; (d) the Submission Material is not currently under option to any third party or otherwise encumbered; (e) the submission hereunder of the Submission Material is voluntary and 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); and (f) neither BPP nor any company affiliated with The Walt Disney Company (“Disney”) has hired me or otherwise retained me, in any way, to create or submit the Submission Material. I further agree to hold BPP, its assigns, and each of their respective parent(s), related, subsidiary and affiliated entities (including, but not limited to Disney and its affiliates and subsidiaries and related entities), and the officers, directors, shareholders, agents, employees and assigns of each (collectively, the “BPP Entity(ies)”) harmless from, and defend any such BPP Entity against, all claims, demands, losses, costs, damages, judgments, liabilities and expenses (including attorneys’ fees) arising out of or in connection with the Submission Material submitted to the Showcase or resulting from my breach of any of the representations, warranties, and/or agreements contained herein.

2. **Review of Submission Material:** I acknowledge that the only obligation undertaken by You in consideration of my submission is to accept the Submission Material for review, and to review the Submission Material if and to the extent appropriate pursuant to your normal practices in connection with the Showcase. No other obligation or duty on Your part shall arise from or be implied by this submission of the Submission Material. I further understand and agree that neither BPP or Disney, nor any entity affiliated with BPP or Disney, shall have any obligation to review any Submission Material that is incomplete, unsigned, and/or does not comply with the formatting, size, and other submission requirements set forth herein or in the guidelines.

3. **My Commitments:** I will provide any additional information requested by You or the Showcase and my contact information (which shall collectively become part of the Submission Material), and I consent to sharing such Submission Material with You and agree that none of the Submission Material is subject to any fiduciary or confidentiality obligations on the part of BPP or the BPP Entities. If I am selected by BPP to participate in the Showcase, I will comply with all Program Requirements in connection with my participation. If I am selected by BPP to participate in the Showcase, as a condition of my engagement by BPP (or BPP’s affiliate, designee, or assignee) to participate in the Showcase, I will sign and return original copies of the following agreement, in form and substance acceptable to BPP, to be provided to me at a later stage in the application process: the Showcase Writer Agreement, which

agreement I acknowledge will (a) govern my engagement (if any) in the Showcase, and will assign to BPP (or BPP's affiliate, designee, or assignee) all rights in and to the results and proceeds of my services in connection with the Showcase, including without limitation all rights in and to any production that may be created in connection with the Showcase, as applicable; and (b) (i) assign to BPP (or BPP's affiliate, designee, or assignee) all rights in and to the Material in accordance with and subject to the terms and conditions of the Showcase Writer Agreement, (ii) be signed by me and/or my writing team (each member of which is a participant in the Showcase), and (iii) govern my writing services (if any) by me or my writing team's services (if any) under the Showcase. I understand You are under no obligation to engage me in connection with the Showcase or otherwise, and I understand and agree that BPP will make all decisions regarding my participation in the Showcase in its sole discretion. I understand that I may not be selected for the Showcase, and that by submitting the Submission Material, I am not guaranteed to be part of the Showcase, any future showcase, or any future BPP, ABC Television Network, or Disney programs. I understand and agree that I am not submitting the Submission Material in confidence and that no confidential relationship is, or is intended to be, created between BPP (or any BPP Entity) and me by my submission of the Submission Material. Nothing in this Agreement, nor my creation or submission of the Submission Material, shall be deemed to place BPP in any different position from any other member of the public with respect to the Submission Material.

4. Use of Submission Material: I expressly consent to the dissemination and distribution of the Submission Material consistent with the Showcase. In submitting the Submission 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 that 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 Submission 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 Submission 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 Showcase) may have submitted or developed similar or identical stories, ideas, and/or materials and in such cases a BPP 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 Submission Material, I hereby acknowledge that my submission of the Submission 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 Submission 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 Submission Material and I acknowledge that BPP will neither pay me any money nor provide me any other compensation for creating or submitting the Submission Material, for executing this Agreement, or for granting any of the rights granted herein. 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 Submission Material is protected by copyright law, I am not granting You the right to use the Submission 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 (e.g., the Showcase Writer Agreement). For the avoidance of doubt, I understand that the Showcase and my participation in connection therewith (including any Submission Material I submit) are not subject to any collective bargaining agreement, and any Submission Material submitted to you is only intended for use in and in connection with the Showcase.

5. Return of Submission Material: I understand and agree that any copy of the Submission 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 BPP's breach, termination, or cancellation of this Agreement or any term hereof or any issue arising in connection with my submission of any Submission Material or my participation in the Showcase 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 BPP Entities of the Submission Material, shall be an action for damages, and any award of damages for an infringing use of the Submission Material shall be limited to fixed compensation, which shall bear a reasonable relation to amounts customarily paid by You to writers 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 U.S. 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 the Showcase or of any work in connection with any such claim that I may have relating to my submission of the Submission Material.

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" (Material Submission) and Exhibit "B" (Program Requirements), contains the entire understanding between BPP and me with respect to the Submission Material and the Showcase, 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 BPP 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 Submission Material, my entering into this Agreement, nor my participation in the Showcase shall establish any express or implied confidential relationship between BPP (or any BPP Entity, including, but not limited to Disney and me with respect to the Submission Material or otherwise; and (b) no contract or obligation of any kind is assumed by BPP or any BPP Entity, including, but not limited to Disney, by reason of my submission of the Submission Material or my participation in the Showcase.

ACCEPTED AND AGREED TO:

Signature

Print Name

Dated as of: _____

EXHIBIT "A"

SHOWCASE MATERIAL SUBMISSION

MATERIAL 1

Solo Written Co-Written with: _____

Title of Material Submitted:

Material Logline (please do not exceed four [4] sentences):

List of Principal Characters with their Age Range:

Draft Date:

Genre: Comedy Drama Dramedy

Total Number of Pages:

MATERIAL 2 (if applicable. You may submit up to three [3]. If none, please put "N/A".)

Solo Written Co-Written with: _____

Title of Material Submitted:

Material Logline (please do not exceed four [4] sentences):

List of Principal Characters with their Age Range:

Draft Date:

Genre: Comedy Drama Dramedy

Total Number of Pages:



MATERIAL 3 (if applicable. You may submit up to three [3]. If none, please put "N/A".)

Solo Written Co-Written with: _____

Title of Material Submitted:

Material Logline (please do not exceed four [4] sentences):

List of Principal Characters with their Age Range:

Draft Date:

Genre: Comedy Drama Dramedy

Total Number of Pages:

EXHIBIT “B”

SHOWCASE PROGRAM REQUIREMENTS

As part of its on-going effort to discover and develop emerging talent, Disney Television Discovers holds an annual Talent Showcase to highlight and promote the next generation of exciting actors. Now in its 22nd year, this Showcase continues to serve as a launching pad for discovering new talent, including Academy Award® winner Lupita Nyong’o (“12 Years a Slave”), Chadwick Boseman (“Black Panther”), Golden Globe® winner Gina Rodriguez (“Not Dead Yet”, “Jane The Virgin”), Randall Park (“Fresh Off the Boat”), and Pedro Pascal (“The Last of Us”, “The Mandalorian”). Former Showcase Writers have gone on to write for shows such as “Home Economics”, “Hacks”, “Love, Victor”, and “Brooklyn Nine-Nine”,

Participation in the Bright Prospect Productions, LLC (“BPP”) 2023 Disney Television Discovers: Talent Showcase (the “**Showcase**”) is subject to the following requirements, and by submitting an application and materials for consideration for participation in the Showcase, each candidate (“**Candidate**”) hereby irrevocably acknowledges and agrees to the following requirements:

SHOWCASE ELIGIBILITY

- This Showcase program is intended for writers and actors 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/interview process.
- Candidate must be physically present in the United States when applying for the Showcase and throughout the Candidate’s entire engagement in connection with the Showcase. Candidate must have the unrestricted right to be employed in the United States throughout the duration of the Showcase and throughout the term of any additional post-term obligations in connection with the Showcase.
- Candidate must be eighteen (18) years of age or older as of March 6, 2023.
- Candidate will not be eligible to participate in the Showcase if applying to (or participating in) the Showcase 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 connection with the Showcase is subject to the conditions and terms of a 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 any third party production company rendering services in connection with the Showcase) 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 any third party production company rendering services in connection with the Showcase) and its affiliated companies.
- Candidate acknowledges that the application process may include a background check, and that Candidate’s acceptance into the Showcase will be contingent upon the satisfactory completion of such background check (if and as applicable).

SUBMISSION OF MATERIALS

- Candidate must agree to the Submission Agreement and Release (“**Agreement**”), which governs the submission of Candidate’s materials, including but not limited to, scripts, writing samples, written synopses, and/or any other written material as summarized in Exhibit “A”, if any, attached hereto and incorporated by reference (the “**Material**”), videos, essays, and resume(s) (collectively, the “**Submission Material**”) for (a) consideration of Candidate’s application in the Showcase and (b) for the possible acquisition of the Candidate’s Submission Material, if

applicable and if any. The Agreement includes important terms and conditions that Candidate must read before accepting those terms and applying for the Showcase.

- Candidate's required Submission Material shall include, without limitation, the following: (i) an application; (ii) the Candidate's resume; (iii) written material (e.g., synopsis, script, etc.) (45 page limit); and (iv) a one (1)-minute video introduction by Candidate (e.g., What inspired you to be a writer? What types of stories do you want to tell?) (to be submitted via Vimeo, Google Drive, or Dropbox link). Please review the specifics (including, but not limited to, how to save each file, above in the "Writer Submission Guidelines." Candidate acknowledges that if Candidate submits an incomplete application and/or does not submit all of the required Submission Material, then Candidate's application/material will not be considered/reviewed and will be disqualified.
- If a Candidate is applying with Material co-written by another individual(s), the other individual(s) must also be a participant in the Showcase and also submit an original signed Agreement and the applicable Submission Materials. Material that is written or co-written by a non-applicant will not be considered/reviewed and Candidate's application will be disqualified.
- Candidate acknowledges that the submission of the Submission Material is voluntary, without compensation or guarantee of employment or engagement, and is submitted solely for consideration for inclusion in the Showcase. BPP has no obligation to select or engage any Candidate who submits such Submission Material for consideration.

SHOWCASE PARTICIPATION REQUIREMENTS & CONDITIONS

- BPP expects to notify Candidates in late March 2023/early April 2023 if they are selected for a remote/virtual interview, which will take place between April 17, 2023 and May 5, 2023. (Candidates who are not chosen for an interview will not be notified.)
- BPP expects to notify all interviewing Candidates of its final decision by May 5, 2023.
- If selected to participate in the Showcase, Candidate must be physically present in the United States, legally eligible to work in the United States and work for BPP (or its affiliate, designee, or assignee) and capable of entering into the Showcase Writer Agreement to render the following writing services (which timeframes and dates may be subject to change, and which schedules may be staggered): (i) material development with Disney/ABC Executives before the cast is selected (virtually, from May 8, 2023 to June 23, 2023); (ii) meet the actors and develop/tailor the material towards them (virtually, from June 26, 2023 to July 14, 2023); (iii) virtually attend rehearsals and tech rehearsals (attendance for Candidate is TBD, but will take place July 17, 2023 to July 28, 2023); and (iv) in-person attendance at the filming (location TBD, but will take place July 31, 2023 to August 11, 2023) (collectively, the "Showcase Production Periods"). The Showcase event will be virtual and occur in October or November (with exact date TBD by BPP in its sole discretion). Candidate must be available on a non-exclusive but no material interference basis for the entire duration of the Showcase Production Periods.
- Candidate acknowledges that even if Candidate is accepted into the Showcase, production of Candidate's Material is not guaranteed, and both Candidate and BPP have the right to terminate Candidate's engagement during the Showcase for any reason whatsoever with no obligation to the other.