



CINENOW SCRIPT SUBMISSION TERMS & CONDITIONS AND DISCLAIMER

Last Updated: 12th August 2026

These Script Submission Terms & Conditions and Disclaimer (the “**Terms**”) govern the submission of scripts, screenplays, treatments, concepts and related materials through the submission portal available on CineNow’s website.

By checking the acceptance box and clicking “**Submit**”, “**Submit Project**”, “**Send Submission**” or any equivalent submission button, the person making the submission confirms that they have read, understood and agreed to be legally bound by these Terms.

If the person submitting the Material does not agree to these Terms, the Material must not be submitted.

1. PARTIES

These Terms are entered into between:

CineNow Limited, a company incorporated under the laws of the British Virgin Islands (“**CineNow**”, the “**Receiving Party**”, “**we**”, “**us**” or “**our**”); and

the individual or legal entity submitting the Material to CineNow (the “**Submitter**”, “**Disclosing Party**”, “**you**” or “**your**”).

Where a submission is made on behalf of a company, production house, writer, producer, rights holder or other legal or commercial entity, the individual completing the submission represents and warrants that he or she has full authority to bind such person or entity to these Terms.

2. PURPOSE OF SUBMISSION

The Submitter wishes to disclose certain information and materials relating to a proposed film, audiovisual work or other entertainment project to CineNow for the limited purpose of enabling CineNow to assess, review, evaluate, diligence and consider the project for potential development, financing, investment, acquisition, co-production, commercial participation or other involvement as CineNow may determine in its sole discretion (the “**Purpose**”).

Submission of Material does not create any obligation on CineNow to invest in, finance, acquire, produce, distribute, develop or otherwise participate in the proposed project.

3. DEFINITIONS

For the purposes of these Terms:

3.1 “**Material**”

“**Material**” means all material submitted or subsequently provided in connection with a project, including, without limitation:

- scripts and screenplays;
- treatments;
- synopses;
- loglines;
- story outlines;



- pitch decks;
- character descriptions;
- series bibles;
- creative concepts;
- artwork;
- trailers, teasers or showreels;
- budgets;
- production schedules;
- financing plans;
- recoupment structures;
- revenue projections;
- commercial assumptions;
- rights information;
- chain-of-title documentation;
- talent information;
- casting proposals;
- distribution proposals;
- business plans;
- financial models;
- production information;
- supporting documentation;
- audiovisual, audio, photographic or graphic material; and
- any amendments, updates or supplemental information subsequently submitted in connection with the project.

3.2 “Confidential Information”

“**Confidential Information**” means the Material together with any other non-public information concerning the project, its creators, financing, commercial arrangements, ownership, proposed talent, strategy, production, exploitation or development disclosed by or on behalf of the Submitter to CineNow in connection with the Purpose.

3.3 “Representatives”

“**Representatives**” means CineNow’s directors, officers, employees, department heads, readers, Reader’s Room participants, Investment Committee members, affiliates, subsidiaries, professional advisers, lawyers, accountants, auditors, consultants, technical advisers, valuation advisers, benchmarking providers, production advisers, insurers, compliance providers, financing advisers and other persons engaged by CineNow for purposes connected with the evaluation, diligence, structuring or consideration of a project.

4. WHO MAY SUBMIT

CineNow accepts submissions only from persons directly and legitimately connected with the project.

The Submitter must be one or more of the following:

- a. the writer or creator of the Material;
- b. the producer or production entity controlling the relevant rights;
- c. an owner or authorised controller of the underlying intellectual property;
- d. a director, officer or authorised representative of the relevant rights-holding or production entity; or



e. another person expressly authorised in writing by the relevant rights holder to make the submission.

CineNow does not accept submissions from unauthorised brokers, intermediaries, finders or agents acting without demonstrable authority from the applicable rights holder or production entity.

CineNow may require documentary evidence of the Submitter's authority at any stage of its review.

5. SUBMITTER REPRESENTATIONS AND WARRANTIES

By submitting Material, the Submitter represents, warrants and undertakes that:

5.1 Authority

The Submitter has full legal capacity, power and authority to submit the Material and to agree to these Terms.

5.2 Ownership and Control

The Submitter owns, controls or has been duly authorised to represent all rights necessary to submit the Material for evaluation by CineNow.

5.3 Co-Owners and Contributors

Where the Material is jointly owned, jointly authored or subject to rights of any writer, producer, creator, underlying rights holder or other third party, all approvals and authorisations necessary to make the submission have been obtained.

5.4 No Infringement

To the Submitter's knowledge, the Material and its submission to CineNow do not infringe any copyright, trademark, privacy right, publicity right, contractual right, confidentiality obligation or other right of any third party.

5.5 No Unauthorised Confidential Information

The Material does not contain confidential or proprietary information belonging to another person that the Submitter is not authorised to disclose.

5.6 Accuracy

All material information supplied to CineNow concerning ownership, rights, budgets, commitments, talent attachments, financing, distribution arrangements, production status and other relevant matters shall be accurate and not deliberately misleading.

5.7 Encumbrances

Any material option, licence, lien, pledge, charge, participation, assignment, distribution agreement, financing arrangement, litigation, claim, dispute or other encumbrance affecting the rights in the Material shall be disclosed to CineNow if requested during diligence.



5.8 Age and Capacity

Where the Submitter is an individual, the Submitter confirms that he or she is at least eighteen (18) years of age and legally capable of entering into these Terms.

6. RETENTION OF INTELLECTUAL PROPERTY RIGHTS

Except for the limited evaluation rights expressly granted under these Terms:

all copyright, title, intellectual property rights and other proprietary interests in the Material shall remain with the Submitter and/or the applicable rights holders.

Submission to CineNow does **not** constitute:

- a. an assignment or transfer of copyright;
- b. an assignment of intellectual property;
- c. an option;
- d. an exclusive licence;
- e. a production agreement;
- f. an acquisition agreement;
- g. a financing agreement; or
- h. any other transfer or disposal of ownership or exploitation rights.

No such rights shall arise unless CineNow and the relevant rights holders subsequently enter into a separate written definitive agreement expressly granting those rights.

7. LIMITED EVALUATION LICENCE

The Submitter grants CineNow a limited, non-exclusive, non-transferable except to its Representatives, royalty-free licence during the evaluation process to:

- a. receive and store the Material;
- b. create reasonable electronic or physical copies where operationally necessary;
- c. circulate the Material to authorised Representatives;
- d. review and analyse the Material;
- e. prepare internal reports, notes, assessments, summaries, financial models, risk analyses, evaluations and recommendations relating to the Material; and
- f. undertake reasonable diligence and evaluation activities connected with the Purpose.



This licence does not permit CineNow to commercially exploit, produce, publish, distribute, publicly disclose or monetise the Material without entering into a separate definitive written agreement with the relevant rights holders.

8. CINENOW CONFIDENTIALITY OBLIGATIONS

CineNow shall keep Confidential Information confidential and shall protect such Confidential Information using at least the degree of care that CineNow applies to its own commercially sensitive confidential information of a comparable nature, and in any event using reasonable care.

CineNow shall use Confidential Information solely in connection with the Purpose.

9. PERMITTED DISCLOSURES

Notwithstanding Clause 8, CineNow may disclose Confidential Information to Representatives where such disclosure is reasonably required for the Purpose.

Such disclosure may include, without limitation, disclosure to:

- a. CineNow's internal content, IP, talent, packaging, finance, production, distribution, exhibition, legal, governance and compliance functions;
- b. CineNow's Reader's Room and authorised script readers;
- c. CineNow's Investment Committee;
- d. legal counsel;
- e. accountants and auditors;
- f. valuation advisers;
- g. external benchmarking and validation providers;
- h. production and financial consultants;
- i. insurers and risk advisers;
- j. regulatory, compliance and due-diligence service providers; and
- k. other professional advisers engaged in connection with the evaluation or structuring of the proposed project.

CineNow shall require such Representatives, whether through contractual, professional, fiduciary or employment obligations, to maintain confidentiality appropriate to the nature of the information disclosed.

Disclosure to a Representative for the Purpose shall not constitute an unauthorised disclosure under these Terms.

10. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

CineNow's confidentiality obligations shall not apply to information that CineNow can reasonably demonstrate:

- a. was publicly available at the time of disclosure;



- b. subsequently becomes publicly available other than through a breach of these Terms by CineNow;
- c. was lawfully known to CineNow before disclosure by the Submitter;
- d. is lawfully obtained by CineNow from another person who is not, to CineNow's knowledge, subject to an obligation of confidentiality in respect of such information;
- e. is independently developed by CineNow or on CineNow's behalf without use of the Submitter's Confidential Information;
- f. is approved for disclosure by the Submitter in writing; or
- g. consists of general concepts, themes, genres, historical facts, public-domain information, commonly used dramatic elements or other material that is not legally protectable as proprietary intellectual property.

11. LEGALLY REQUIRED DISCLOSURE

CineNow may disclose Confidential Information to the extent required by:

- a. applicable law;
- b. regulation;
- c. court order;
- d. governmental authority;
- e. regulatory authority;
- f. law-enforcement authority; or
- g. any legally binding process.

Where legally permissible and reasonably practicable, CineNow shall notify the Submitter of such required disclosure and shall limit disclosure to the information legally required to be disclosed.

12. SIMILAR OR INDEPENDENTLY DEVELOPED MATERIAL

The Submitter acknowledges that CineNow operates in the film, media, entertainment and intellectual-property sectors and may from time to time:

- a. receive submissions from numerous unrelated parties;
- b. review projects containing similar concepts, themes, plots, settings, characters, genres, structures or commercial propositions;
- c. have projects already under consideration or development before receiving the Submitter's Material; or
- d. subsequently develop, acquire, finance or participate in projects that may contain similarities to the Material.



Accordingly, the mere existence of similarities between the Material and another project reviewed, developed, acquired, financed, produced or otherwise considered by CineNow shall **not, by itself, establish copying, misuse, breach of confidence or infringement.**

Nothing in this Clause authorises CineNow to copy protected expression from the Material, commercially exploit the Submitter's intellectual property without authorisation, or breach CineNow's express confidentiality obligations under these Terms.

13. NO IMPLIED CONTRACT OR OBLIGATION

No submission, review, correspondence, meeting, discussion, request for additional information, due-diligence exercise, internal approval, indication of interest or other communication shall create:

- a. a financing obligation;
- b. an investment commitment;
- c. a production commitment;
- d. an acquisition obligation;
- e. an option;
- f. a partnership;
- g. a joint venture;
- h. an agency relationship;
- i. a fiduciary relationship;
- j. an employment relationship; or
- k. any obligation to continue negotiations.

Any binding commercial arrangement relating to the Material shall arise only under a separate definitive written agreement executed by duly authorised representatives of the relevant parties.

14. NO GUARANTEE OF REVIEW OR RESPONSE

CineNow may, in its sole discretion:

- a. accept or reject any submission;
- b. determine whether and to what extent the Material will be reviewed;
- c. request further information;
- d. discontinue evaluation at any stage;
- e. decline a project without providing reasons; and



f. determine the order and timing in which submissions are reviewed.

Any stated evaluation or response timeline is indicative only and does not constitute a contractual commitment.

CineNow is under no obligation to provide feedback, evaluation notes, internal reports, Investment Committee materials or reasons for any decision.

15. SUBMISSION DOES NOT CONSTITUTE APPROVAL

Acknowledgement of receipt of the Material, allocation of a reference number, commencement of evaluation, a request for further information or progression of the Material through any stage of CineNow's review process shall not constitute approval, greenlight, financing approval or acceptance of the project.

Only a formal written communication issued by a duly authorised CineNow representative may communicate an official decision, and even such communication shall remain subject to execution of definitive agreements where applicable.

16. DUE DILIGENCE

If CineNow elects to progress a submission, CineNow may require additional information or documentation including, without limitation:

- a. proof of identity;
- b. corporate documentation;
- c. beneficial-ownership information;
- d. chain-of-title documentation;
- e. copyright registrations;
- f. underlying rights agreements;
- g. writer agreements;
- h. talent agreements;
- i. production-company information;
- j. financing arrangements;
- k. budgets;
- l. revenue assumptions;
- m. distribution arrangements;
- n. litigation and dispute information;
- o. sanctions and compliance information; and



p. any other information reasonably required for legal, financial, commercial, production, governance or compliance diligence.

Failure to provide requested information may result in the submission being suspended or rejected.

17. NO SECURITIES OR INVESTMENT OFFER

The script submission process is an evaluation process only.

Nothing contained on the submission portal, in correspondence relating to a submission, or in CineNow's consideration of a project constitutes:

- a. an offer to provide investment;
- b. an offer or solicitation relating to securities or financial products;
- c. financial advice;
- d. an investment commitment; or
- e. an assurance that any financing structure will be available.

Any financing or investment arrangement shall be subject to separate approvals, diligence, documentation and regulatory requirements.

18. RETURN, DELETION AND RETENTION OF MATERIAL

Because Material is submitted electronically, CineNow shall have no obligation to physically return submitted Material.

A Submitter may request that CineNow discontinue active evaluation of the Material.

Subject to applicable legal, regulatory, compliance, insurance, evidentiary, information-security and record-retention requirements, CineNow may thereafter delete or destroy operational copies of the Material.

Notwithstanding any deletion request, CineNow may retain:

- a. automated backup copies;
- b. archival records;
- c. submission records;
- d. internal evaluation records;
- e. correspondence;
- f. compliance and audit records;
- g. records required for legal or regulatory purposes; and



h. sufficient information to establish what was submitted and when,

provided that retained Confidential Information remains subject to the confidentiality obligations contained in these Terms for the applicable confidentiality period.

19. CONFIDENTIALITY PERIOD

CineNow's obligations under Clauses 8 to 11 shall continue for **three (3) years from the date of submission** of the relevant Confidential Information.

Where any Confidential Information constitutes a trade secret under applicable law, the obligation of confidentiality in relation to that information shall continue for so long as such information remains legally protected as a trade secret, unless it ceases to qualify through no breach by CineNow.

The expiration of the confidentiality period shall not transfer ownership of the Material or grant CineNow any intellectual-property rights in the Material.

20. SECURITY AND ELECTRONIC TRANSMISSION

CineNow shall use reasonable administrative, organisational and technical measures intended to protect electronically submitted Material.

The Submitter nevertheless acknowledges that no internet transmission or electronic-storage system can be guaranteed to be completely secure.

CineNow shall not be liable for corruption, interception, loss or unauthorised access arising solely from circumstances outside CineNow's reasonable control.

Nothing in this Clause limits CineNow's responsibility for its own fraud, wilful misconduct or deliberate unauthorised disclosure.

21. PERSONAL DATA AND PRIVACY

By making a submission, the Submitter acknowledges that CineNow may collect and process personal information relating to the Submitter and other persons identified in the Material for purposes including:

- a. administering the submission;
- b. communicating with the Submitter;
- c. evaluating the project;
- d. conducting due diligence;
- e. verifying identity and authority;
- f. maintaining submission and audit records;
- g. satisfying legal, regulatory, compliance and risk-management obligations; and
- h. considering potential commercial arrangements.



Personal information may be disclosed to CineNow's Representatives, affiliates and professional advisers and may be processed in jurisdictions outside the jurisdiction from which the submission originates, subject to applicable data-protection requirements.

Personal data shall be handled in accordance with applicable law, including where applicable the **Virgin Islands Data Protection Act, 2021**, and CineNow's applicable Privacy Policy.

The Submitter represents that, where personal information concerning another individual is included within the Material, the Submitter has a lawful basis for providing that information to CineNow.

22. AUTOMATED AND TECHNOLOGY-ASSISTED PROCESSING

CineNow may use secure technological tools to assist with administrative processing, document management, classification, comparison, workflow management, compliance screening and evaluation of submissions.

Such tools may include automated or artificial-intelligence-assisted systems operated by CineNow or approved service providers.

Use of such tools shall not of itself grant ownership of the Material to CineNow or the relevant service provider.

CineNow shall not knowingly authorise a third-party service provider to publicly disclose or commercially exploit submitted Material merely by reason of its use in the evaluation process.

23. NO PUBLICITY RIGHTS

Unless otherwise agreed in writing, submission of Material does not grant CineNow the right to publicly announce that CineNow is financing, developing, acquiring, producing or otherwise participating in the project.

Similarly, the Submitter shall not publicly state or imply that:

- a. CineNow has approved the project;
- b. CineNow has financed or agreed to finance the project;
- c. CineNow is associated with the project; or
- d. CineNow has endorsed the project,

unless CineNow has expressly authorised such statement in writing.

24. SUBMISSION RECORD DOES NOT ESTABLISH OWNERSHIP

The Submitter acknowledges that any electronic timestamp, submission acknowledgement, reference number or other record generated by CineNow's website evidences only that certain Material was submitted to CineNow at a particular time.

It does not constitute:

- a. copyright registration;
- b. proof of authorship;



- c. confirmation of ownership;
- d. validation of chain of title; or
- e. recognition by CineNow of the Submitter's rights in the Material.

25. THIRD-PARTY CLAIMS AND INDEMNITY

The Submitter shall indemnify and hold harmless CineNow and its directors, officers and employees against reasonable losses, liabilities, damages, costs and expenses, including reasonable legal costs, arising from a third-party claim resulting directly from:

- a. the Submitter's material breach of the representations and warranties contained in Clause 5;
- b. the Submitter knowingly submitting Material that infringes a third party's intellectual-property rights;
- c. the Submitter submitting Material without necessary authority; or
- d. material fraud or intentional misrepresentation by the Submitter in connection with the submission.

This indemnity shall not apply to the extent that the relevant loss results from CineNow's own breach of these Terms, fraud, wilful misconduct or unauthorised exploitation of the Material.

26. EQUITABLE RELIEF

The parties acknowledge that unauthorised disclosure or misuse of Confidential Information or intellectual property may cause harm that may not be adequately compensable solely by monetary damages.

Accordingly, either party may seek injunctive, equitable or other appropriate relief from a court of competent jurisdiction in respect of an actual or threatened material breach of the confidentiality or intellectual-property provisions of these Terms, without prejudice to any other remedy available under applicable law.

27. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, CineNow shall not be liable solely by reason of:

- a. declining the Material;
- b. discontinuing evaluation;
- c. failing to finance or produce the project;
- d. the time taken to evaluate the Material;
- e. another project being accepted instead of the Material;
- f. changes in CineNow's investment, production or commercial strategy; or
- g. similarities between the Material and independently created or lawfully obtained material.



Neither party shall be liable to the other for indirect, speculative, exemplary or consequential losses arising solely from participation in the submission process, except where such loss arises from fraud, wilful misconduct, deliberate breach of confidentiality or unauthorised exploitation of intellectual property.

Nothing in these Terms excludes liability to the extent such liability cannot lawfully be excluded.

28. COMMUNICATIONS

CineNow may communicate with the Submitter using the email address or other contact details supplied through the submission form.

The Submitter is responsible for ensuring that such information remains accurate.

Electronic communications shall be deemed received when transmitted unless the sender receives an automated notification that delivery has failed.

Formal notices to CineNow under these Terms shall be sent to:

Email: Readers_Room@CineNow.Global

or such replacement address as CineNow may publish from time to time.

29. ELECTRONIC ACCEPTANCE

The Submitter expressly agrees that:

- a. these Terms may be entered into electronically;
- b. checking the relevant acceptance checkbox and submitting the online form demonstrates the Submitter's intention to be legally bound by these Terms;
- c. CineNow may retain electronic records evidencing acceptance, including the applicable version of these Terms, date and time of acceptance and related technical records; and
- d. such electronic records may be relied upon as evidence of the submission and acceptance of these Terms to the extent permitted by applicable law.

30. CHANGES TO THESE TERMS

CineNow may amend these Terms from time to time.

The version applicable to a particular submission shall be the version displayed and accepted by the Submitter at the time that submission is made.

Any subsequent amendment shall not retrospectively alter the terms governing a previously completed submission unless separately agreed between the parties.

31. ASSIGNMENT AND CORPORATE REORGANISATION

The Submitter may not assign its rights or obligations under these Terms without CineNow's prior written consent, except in connection with a lawful transfer of the underlying rights in the Material, in which case CineNow shall be notified promptly.



CineNow may assign or novate its rights and obligations under these Terms to:

- a. an affiliate;
- b. a subsidiary;
- c. a successor entity;
- d. a fund, special-purpose vehicle or group entity involved in the project;
- e. an entity acquiring all or substantially all of the relevant business of CineNow; or
- f. another entity within CineNow's corporate or investment structure,

provided that any such entity receiving Confidential Information shall remain bound by confidentiality obligations no less protective in material respects than those contained in these Terms.

For the avoidance of doubt, this Clause does not permit CineNow to assign or transfer ownership of the Submitter's intellectual property, which remains governed by Clause 6.

32. NO WAIVER

Failure or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

A waiver shall be effective only if made expressly and in writing.

33. SEVERABILITY

If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision shall, to the extent necessary, be severed or modified to the minimum extent necessary to make it enforceable.

The remaining provisions shall continue in full force and effect.

34. ENTIRE AGREEMENT

These Terms constitute the entire agreement between CineNow and the Submitter concerning the submission, confidentiality and evaluation of the Material and supersede prior representations, communications or understandings concerning those matters.

These Terms do not supersede any separately executed written confidentiality, option, acquisition, financing, production or other definitive agreement between CineNow and the Submitter.

Where a subsequently executed definitive agreement expressly conflicts with these Terms in relation to the same subject matter, the definitive agreement shall prevail to the extent of that conflict.

35. NO THIRD-PARTY RIGHTS

Except as expressly provided in relation to CineNow's Representatives, nothing in these Terms is intended to confer any contractual right or remedy upon any person other than the parties and their permitted successors and assigns.



36. GOVERNING LAW

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the **British Virgin Islands**.

37. JURISDICTION

Subject to the right of either party to seek urgent interim or injunctive relief in any jurisdiction where such relief is reasonably required to protect confidential information or intellectual property, the courts of the **British Virgin Islands shall have exclusive jurisdiction** to hear and determine any dispute, controversy, claim or proceeding arising out of or in connection with these Terms, the Material or the submission process.

38. ACKNOWLEDGEMENT AND ACCEPTANCE

By submitting Material through CineNow's website, the Submitter confirms that:

1. the Submitter has read and understood these Terms;
2. the Submitter agrees to be legally bound by these Terms;
3. the Submitter has authority to submit the Material;
4. the Submitter understands that submission does not guarantee review, approval, financing or production;
5. the Submitter understands that CineNow may receive, review or develop other projects that contain similar concepts or elements;
6. the Submitter understands that ownership of the Material remains with the applicable rights holder unless separately agreed in writing; and
7. the information provided in the submission form is true and accurate in all material respects.

BY CHECKING THE ACCEPTANCE BOX IN THE SUBSEQUENT FORM AND SUBMITTING THE MATERIAL, THE SUBMITTER AGREES THAT THIS ELECTRONIC ACCEPTANCE SHALL HAVE THE SAME CONTRACTUAL EFFECT AS EXECUTION OF THESE TERMS IN WRITING.