

## **BIG IDEA GROUP HUNT ENTRY AGREEMENT**

Big Idea Group, Inc. (“BIG”) is pleased that you (the “Inventor” or “you”) have chosen to participate in the BIG Detective Shopping Hunt (the “Hunt”). Before you can participate in the Hunt, you must agree to the terms and conditions of this Entry Agreement as evidenced by your signature below.

### **Search Description**

- BIG is evaluating original ideas for the BIG Detective Shopping Hunt (each a “New Product Idea”).
- To submit an idea to BIG, you must be the inventor, have full ownership of the New Product Idea, and the New Product Idea must not conflict with the intellectual property rights of another. If there is more than one inventor of the New Product Idea, each inventor must read and sign this Agreement and all references to “Inventor” or “you” in this Agreement will be deemed to refer to such inventors, collectively.

### **Selection of New Product Ideas**

- New Product Ideas will be selected for possible development/licensing contracts on the basis of how well they meet the Invention Guidelines criteria; marketability; stage of concept development; development time and costs; manufacturing issues and costs; legal issues; safety/regulatory issues; inventor skill set and experience/history. Any New Product Idea deemed to be tasteless, objectionable, or otherwise unacceptable to BIG may be excluded from the Hunt at the sole discretion of BIG. Any New Product Idea that in any way conflicts with intellectual property owned by another will be rejected.
- BIG may option and then license selected ideas from Inventor and either bring them to market or sublicense to a Client. If BIG brings the product to market ourselves, BIG will pay the inventor 1-3% royalties. Typically, where we license to a Client, we split royalties 50-50 with the Inventor.

### **General Provisions**

- This Entry Agreement must be signed by the Inventor and submitted to BIG prior to New Product Ideas being considered by BIG.
- No illegible, incomplete, forged, or altered Entry Agreements will be accepted. BIG will not be responsible for late, lost, stolen, postage due, incorrect, misplaced, damaged, or undelivered mail, notices, agreements, correspondence, or other Inventor materials. Moreover, BIG will not be responsible for missing or damaged Inventor materials once that material has been received by BIG. BIG recommends that the Inventor submit only duplicates of all material related to the Invention, since materials cannot be returned.
- Taxes and fees, if any, and all expenses incurred by Inventor in connection with submitting an Idea, are the sole responsibility of the Inventor.

- This Entry Agreement will be governed by and construed in accordance with the internal laws of the State of New Hampshire (without reference to the principles of conflicts or choice of law) and, to the extent applicable, the laws of the United States. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules, and regulations of the United States shall govern. Exclusive jurisdiction and venue for any litigation arising under this Entry Agreement is in the federal and state courts located in the United States and both parties hereby irrevocably consent to such jurisdiction and venue for this purpose.
- By submitting this Entry Agreement, the Inventor accepts the conditions stated in this Entry Agreement and agrees to be bound by the decisions of BIG. All decisions by BIG concerning submissions will be made by BIG, in its sole discretion, and are binding to the Inventor.
- The Inventor agrees that he or she will use Confidential Information solely for the purpose of developing concepts for the Hunt and will not disclose Confidential Information for any other purpose, while this Entry Agreement is in effect or at any time after the termination or expiration of this Entry Agreement. Confidential Information means all information in written or other form whatsoever coming from BIG relating to present or potential business, operations, marketing plans, customers' identities and/or plans, know-how, materials, technology, patents, copyrights, trademarks, materials or other similar information belonging to such parties which is not at the relevant time (i) generally known to the public, (ii) legally furnished to the Inventor from a source other than BIG, provided that the Inventor immediately notifies BIG of any such acquisition.
- The Inventor understands and agrees that BIG is involved in the business of researching and evaluating many ideas for new products, that BIG may have previously received, or may receive third-party ideas similar or identical to the Inventor's New Product Idea, and that BIG's receipt of the Inventor's New Product Idea will not in any way limit BIG's right to use any such third-party idea as BIG deems appropriate.
- The Inventor agrees that BIG may, for purposes of documentation and review, at its discretion, photograph, photocopy, videotape, or otherwise record the Inventor, the New Product Idea and/or the proceedings of the Submission process.
- This Entry Agreement contains the entire agreement of BIG and the Inventor concerning its subject matter and supersedes all prior oral or written agreements relating to such subject matter. This Agreement may not be amended or waived except by a written document signed by BIG and the Inventor.

Please confirm that you have read and agree to the above by completing, dating, and signing this Agreement where indicated below. Upon acceptance and signature by BIG, this Agreement will then become a binding Agreement between you and BIG. We look forward to working with you and wish you good luck!

**BIG DETECTIVE SHOPPING HUNT**

**Inventor 1**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of parent or legal guardian if Minor: \_\_\_\_\_

Guardian's relationship to Minor: \_\_\_\_\_

If you are the sole inventor of this idea, please check the box below. If not, please list all other inventors. Attach extra sheets if necessary.

I attest that I have not worked in collaboration with any third party that can claim legal ownership of the idea(s), in whole or part, presented under the terms of this agreement.

**Inventor 2**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of parent or legal guardian if Minor: \_\_\_\_\_

Guardian's relationship to Minor: \_\_\_\_\_

*Attach additional sheets if necessary*