

Terms and Conditions

2023 Writers' Neighborhood Program

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO SUBMISSION. OPEN ONLY TO INDIVIDUALS WHO ARE AGE 21 OR OVER, AND WHO ARE EITHER (1) UNITED STATES CITIZENS OR (2) A PERMANENT RESIDENT OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW.

The Fred Rogers Productions' Writers' Neighborhood Program (the "**Program**") is sponsored by The Fred Rogers Company (d/b/a "Fred Rogers Productions") a Pennsylvania non-profit corporation having offices at 424 S. 27th Street, Pittsburgh, PA 15203 ("**FRP**"), By submitting your "**Application**" (as further defined herein below) for the Program you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "**Terms and Conditions**") outlined herein below:

1. **Goal:** FRP is committed to our mission of creating quality children's media that models an enthusiasm for learning and earns the trust of parents and caregivers. The goal of the Program is to find fresh new writing talent from racially underrepresented backgrounds and FRP will provide to this talent hands-on professional development and writing experience guided by FRP veterans and other media industry leaders.
2. **Eligibility:** The Program is open **only** to **individuals** who are 21 years of age or older as of the date of entry; who are (a) citizens of the United States or (b) a permanent resident of the United States; who have not had extensive media writing experience such as having written no more than four (4) episodes for a United States-based network or cable scripted/narrative series; and who identify with an underrepresented racial group (Asian, Pacific Islander, Black, Hispanic/Latinx, Native American/Indigenous, Middle Eastern/North African, or multiracial) (the "**Candidate(s)**" and or "**you**" or "**yours**"). The Program is not open to individuals who are related to current FRP staff. Candidates must be able to participate in all of the scheduled elements of the program, which will take place over eight (8) weeks, and include a two-day in-person kickoff and closing in Pittsburgh, PA.

3. **Entry Period:** The entry period for the Program begins at 12:00 a.m. Eastern Standard Time (E.S.T.) on **May 1, 2023** and ends at 11:59 p.m. Pacific Standard Time (P.S.T.) on **June 1, 2023** (the “**Entry Period**”).

4. **How to Apply:** Each Application must be comprised of the following (a submission which meets these following criteria will be referred to as an “**Application**”):
 - (a) The Candidate’s basic information (including their name and age), up-to-date contact information (including an e-mail address and phone numbers), and demographical information, as required by Sections 1 and 2 of this Application;
 - (b) A copy of the Candidate’s resume; NO PHOTOS PLEASE.
 - (c) A reply of 400 words or less for each of the following prompts:
 - “Review a children's show not associated with FRP that is for preschool (ages 2-6) or bridge (ages 4-8). Look at it with a critical writer's eye and describe what works and what does not.”
 - “How do you hope this program will aid in growing your career as a writer in children’s media?”
 - (d) Submit a writing sample script (the **Creative Submission**) for one, 11-minute (11-15 pages) or one, 22-minute (maximum 30 pages) episode of an existing show that is animation or live-action, and include a logline. Please note: original samples, if intended for children two to eight (2-8) years old, are also acceptable. However, spec scripts based on existing shows are strongly recommended. The Creative Submission shall not include any characters, brands, or elements owned and controlled by FRP.
 - (e) The Creative Submission must comply with the following guidelines:

- Must be in pdf file format,
- the script sample must be 11-15 pages for an 11-minute episode or a maximum of 30 pages for a 22-minute episode of a children’s show for preschool (ages 2-6) or bridge (ages 4-8) that is animated or live-action.
- Include a logline; do not upload a cover page with your script.
- Spec scripts must be based on an existing television series for children, which broadcasts or streams on PBS KIDS, Disney Junior, Disney, Nick, Jr., Nick, Netflix, or Apple TV+.
- Each page of the document should be submitted in 8 1/2 " x 11" page size (portrait orientation preferred), with margins set at a minimum of 1" (top, bottom, left and right); and all text should be 12-point Times New Roman or Courier font
- The following information should be included in the header/footer of your spec script on all pages:
 - Name of the show (center of the header).
 - Title of the episode (center of the footer).
 - Filename should include only the name of your show and episode (Do not include your name or your submission will not be considered).
 - Do not put your name anywhere on the script, file, or file name; and

(f) Each Application should comply with all of the Entry Guidelines set forth herein.

5. **Application Deadline:** All Applications must be uploaded through the application link no later than 11:59 p.m. P.S.T. on **June 1, 2023**, to be eligible. Proof of submission of your Application is not proof of receipt by FRP of your Application.

6. **Entry Guidelines:** You must retain a copy of your Application as FRP will not return or retain any part of the Application. FRP shall delete all Creative Submissions upon the conclusion of the selection process unless you are formally invited to join the Program. FRP is not responsible for, and each Candidate specifically releases FRP from, any claims or liability relating to, any loss or damage, in whole or in part, to the Candidate’s Application. You agree and understand that FRP may, at any time and in its sole and unfettered discretion,

alter any rules, processes, or procedures relating to the Program, and FRP may at any time terminate, postpone, modify, or suspend the Program for any reason.

7. **Application Review:** FRP intends to review any and all Applications received in accordance with the following:
 - First, all Applications will be screened to ensure that they are complete and all basic eligibility requirements have been met.
 - Next, during the “**Review Phase**,” intended to take place between June 9, 2023, and July 7, 2023, FRP shall review all Applications and will select up to 20 Candidates to proceed to the interview phase of the screening process.
 - All Candidates that have advanced to the “**Interview Phase**” will participate in a video interview with one or more representatives from FRP. The Interview Phase shall conclude on or before July 28, 2023. Selection of Candidates for Participation in the Program will be at FRP’s sole discretion.

8. **Notification of Invitation to Join Program:** FRP hopes to notify the final selected Candidates and invite them to join the Program, sometime on or before August 7, 2023. Once FRP has completed its review period, it will notify the selected Candidates by phone or e-mail, using the contact information contained in the Applications. FRP may in its sole discretion announce the names (with or without your corresponding likeness) of the selected Candidates on its website or in other forms of communication. FRP reserves the right to conduct a background check on any selected Candidate. Each selected Candidate consents to the same and shall provide whatever additional information, permission and/or documentation is required or requested by FRP in connection with the same. Should FRP be unable to reach any of the potential selected Candidate(s), then FRP, in its sole discretion, may choose another Candidate as a replacement. For the avoidance of doubt, a Candidate whose Application has been selected by FRP to join the Program may hereafter be alternately referred to as a “**Participant(s)**”.

9. **The Program:** Participants will receive eight (8) weeks of seminars – a two-day, in-person kickoff, six (6) virtual, 90 to 120-minute sessions, and a two-day, in-person closing, which at FRP’s discretion may be provided remotely through video or voice conference, on creating children’s media content (the “**Sessions**”). Participants will be mentored by industry professionals. At the end of the Program, all participants will be invited to pitch stories to all current FRP series within one year of completing the program. The Sessions themselves will be offered to the selected Candidates free of charge.

Participants will be reimbursed for approved travel and accommodation expenses for any in-person portions of the Program. Further, Participants shall be awarded a total honorarium of \$3,000 dollars, \$1,500 paid after successful completion of the in-person kickoff, \$750 paid after the successful completion of the virtual sessions, and \$750 paid after the successful completion of the program. All payments will be made within two (2) weeks of completion of the milestone.

10. **Future Agreements:**

- Candidate and FRP have no agreement concerning the use of the Creative Submission and you acknowledge and agree that no obligation of any kind is assumed by, or may be implied against, FRP unless and until a formal written contract has been entered into between you and FRP, and then the obligation shall be only as is expressed in the formal written contract.
- In the event that Candidate is selected, based on Candidate’s Application and Creative Submission to join the Program, prior to the commencement of the Program and in consideration of and as a pre-condition to your participation in the Program, you shall be required to enter into a formal written agreement with FRP further governing the terms of your participation in the Program.
- In the event that you are selected to pitch stories to an FRP series, you shall be required to enter into a formal written agreement with FRP, which amongst other things will, contain rights waivers generally standard in the children’s educational media community and commensurate with your experience.

11. **Participant Personal Release:** By becoming a Participant, each Participant grants to FRP and its designees the irrevocable, royalty-free right to use the Participant's name, likeness and biographical information without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the promotion of the Program. You shall have no right of approval, no claim to compensation (unless specified herein), and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, distortion, or illusionary effect or use in any composite form or otherwise of my voice, picture, image or likeness. During the Program, FRP may, in its sole discretion, choose to record the Sessions in any manner (the "**Recordings**") and FRP may use the Recordings in any manner in full reliance on this Paragraph 11.

12. **Confidential Information:** Any non-public information provided by FRP to you is confidential to FRP ("**Confidential Information**"). Confidential Information shall include, but shall not be limited to, any documents provided by FRP; and any other information concerning the Program. You agree not to disclose any Confidential Information to others (including but not limited to posting on any web sites or posting to any social media platforms, regardless of the method of access to such sites or platforms), use for your own benefit or otherwise appropriate such Confidential Information in any way, without FRP's prior written consent. You further agree that you will use the Confidential Information solely in connection with its purpose and will take all reasonable measures to maintain the confidentiality of the Confidential Information.

13. **Representations and Warranties:** Each Candidate represents and warrants that:
 - (a) the information contained in the Application is true and that the Candidate's Creative Submission, and all components thereof, including all ideas, creative elements and any other materials and information contained in the Creative Submission are wholly original with the Candidate and does not include any intellectual property owned by FRP or infringe upon or violate the rights of any third party, under any country's law, including without limitation

any trademark, copyright, right of publicity, trade secret, patent and/or other intellectual property right;

(b) no person or entity has collaborated with Candidate in creating the Creative Submission, provided any material or information for inclusion in the Creative Submission, or has any ownership rights in and to the Creative Submission or any component thereof that is not specifically disclosed or acknowledged; and

(c) the Candidate has the exclusive, unconditional right and authority to submit the Application to FRP for its consideration.

14. **Disputes:** These Terms and Conditions shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws provisions. The Participant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Program or these Terms and Conditions shall be resolved exclusively by a state or federal court located in Pittsburgh, Pennsylvania. By entering, each Candidate irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

15. **Release of Claims against FRP:** By submitting an Application each Candidate hereby releases FRP from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgements, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Candidate's participation in the Application process and/or the Program, if applicable, any use by FRP of the Candidate's Application and/or Creative Submission and/or the exercise by FRP of any rights granted to it herein, including without limitation claims based on the rights of privacy, false light, defamation, copyright, patent and/or trademark infringement relating to the Candidate's Application and/or Creative Submission and claims for injury, loss or damage of any kind resulting from the Candidate's participation in the Application process or participation in the Program, if possible.

16. **Indemnity:** By submitting an Application, each Candidate agrees to indemnify, hold harmless and defend FRP and their affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the submission of Candidate's Application and/or Candidate's participation in the Program, and/or the exercise by FRP of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, plagiarism, defamation, copyright, patent and/or trademark infringement relating to the Participant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, FRP shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke an invitation to participate in the Program.

17. **No Limitation on Exploitation of Materials:** Each Candidate acknowledges that FRP has access to or may create or has created literary materials and ideas which may be similar or identical to the Creative Submission in theme, idea, plot, format or other respects. Each Candidate also acknowledges that other persons, including both third parties and employees of FRP, may previously have originated and/or submitted Content that is similar or identical to a Candidate's Creative Submission. Each Candidate agrees that they will not be entitled to any rights in, or compensation in connection with, such similar or identical material, and that Company's acceptance of the Material shall not be deemed to limit any rights Company may have as a member of the general public with respect to public domain material or otherwise. SUBMITTER ACKNOWLEDGES THAT NO CONFIDENTIAL, FIDUCIARY OR AGENCY RELATIONSHIP OR IMPLIED-IN-FACT CONTRACT NOW EXISTS BETWEEN SUBMITTER AND COMPANY AND THAT NO SUCH RELATIONSHIP IS ESTABLISHED BY SUBMITTER'S SUBMISSION OF THE MATERIAL TO COMPANY HEREUNDER.

As an inducement to FRP to accept the Candidate's Creative Submission in connection with the Program, each Candidate hereby waives any claim or right of action against FRP or its successor in connection with FRP's use of any Content (or any portions thereof) whether or not such Content is similar or identical to a Candidate's Creative Submission or contains any features, ideas, material and/or elements that are similar or identical to those contained in a Candidate's Creative Submission. Acceptance by FRP of an Application is not an admission by FRP of the novelty or originality of the Creative Submission.

18. **Health and Safety:** Applicants shall follow FRP health and safety protocols during all in-person sessions and events. Such protocols may be amended from time to time at the sole discretion of FRP.

19. **General Terms:** All federal, state and local laws and regulations apply. FRP reserve the right at its sole discretion to disqualify any individual (Candidate, Participant, or otherwise) who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of FRP, and/or to cancel, modify or suspend this Program should fraud or misconduct or other causes beyond the control of FRP corrupt the administration, integrity, security or proper operation of the Program. Without limitation of the foregoing, FRP reserves the right to terminate, modify or suspend this Program due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. FRP is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any

combination thereof. Caution: Any attempt by a Candidate to deliberately undermine the legitimate operation of the Program is in violation of criminal and civil laws and should such an attempt be made; FRP reserves the right to seek damages from any such Candidate to the fullest extent of the law. FRP is not responsible for any typographical or other error in the printing of the offer, administration of the Program, or in any related announcement.

19. **Entire Agreement:** These Terms and Conditions set forth the entire agreement and understanding between FRP and Candidate concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between Candidate and FRP and clicking “I agree to these terms and conditions” under this section of the Application herein below shall constitute your understanding, acceptance of and agreement with the Terms and Conditions set forth above. Notwithstanding anything contained herein to the contrary, FRP reserves the right, in its sole discretion, at any future time to terminate, modify or suspend the Program for any reason, in FRP’s sole discretion. Candidate shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. FRP’s failure to enforce any terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Paragraphs of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word “including” is used in these Terms and Conditions to mean “including but not limited to.” The invalidity of any provision herein shall not affect the validity of the remainder. You acknowledge that these Terms and Conditions, in particular, Paragraphs 10-17 shall survive termination or expiration of these Terms and Conditions and shall be binding upon you and your heirs and/or successors.

If the foregoing is in accordance with your understanding regarding the Application, please click “I agree to these terms and conditions”