Submission Agreement

Please read the following user submission terms (the "Submission Agreement") carefully. By submitting to sexdiariesdoc@nymag.com, you understand and agree that VMP Escapades, LLC ("Producer") is conducting research for potential use in a multimedia docu-series with the working title Sex Diaries (the "Production"), or related programming for the Production. This Submission Agreement is a binding agreement between Producer, its affiliates, licensees, successors, agents, and assigns, and you ("You" or "Your"), a user submitting information, stories, text, video, images, audio, and any other materials (collectively, the "Content"). By submitting the Content, You hereby understand and agree that Producer receives numerous solicited and unsolicited submissions, ideas, stories, text, videos, photographs, proposals, and pitches, and the Content You submit may be similar or identical to the Content submitted by other users, or to materials developed or in development by Producer or its employees, independent contractors and consultants, or other third-parties. You acknowledge and agree that Producer shall have the right to use such other similar or identical Content or materials without any obligation to You whatsoever, whether financial or otherwise. Neither your submission of the Content nor Producer’s review of Your Content constitutes or creates an implied contract between you and Producer.

By submitting the Content, You represent and warrant that the information in the Content is true to the best of your knowledge, and that You are the sole owner of the Content, or that you have the exclusive right and authority to submit or pitch the Content to Producer, free of any third-party claims or interests. If any element of the Content is based upon another published or copyrighted work or element, or has previously been published, distributed, or otherwise submitted elsewhere, You agree to disclose such details to Producer. You hereby release, defend, indemnify and hold harmless Producer, together with its affiliates, licensees, successors, agents, and assigns (each a "Released Party"), from and against any claims, loss, or liability (including attorneys fees), that may arise or be asserted against any Released Party in connection with the breach of any of Your representations in this Submission Agreement. You waives any right to seek injunctive relief and acknowledges that Your sole remedy for any claims against any Released Party in connection with the rights granted herein shall be an action at law to recover actual damages, and shall not include the right to terminate or rescind this Submission Agreement or to enjoin, restrain or otherwise interfere with the Production. You understand and agree that this Submission Agreement shall be binding upon Your heirs, executors and administrators. By submitting the Content You further understand and agree that this Submission Agreement represents the entire agreement between You and Producer and supersedes all prior negotiations, understandings, or agreements (oral or written) between You and Producer concerning the Content and this Submission Agreement, and that this Submission Agreement shall be construed and controlled by the laws of the state of New York except for its conflicts of laws principles.

By submitting the Content You represent and warrant that (i) Your submission of the Content will not violate or infringe upon the rights of any third party, including without limitation copyright, right of publicity, and invasion of privacy, or require any permission from or payment to any third party, (ii) You are eighteen years of age or older, and have the full right and legal capacity to agree to this Submission Agreement and make the grant of rights contained herein; and (iii) You have read and understand this Submission Agreement prior to submitting the Content.