

Unsolicited Ideas

SEA is an innovative company that actively works to develop creative ideas and products on its own pertaining to technologies, marketing materials and other aspects of our business. To preserve our ability to innovate, it is the policy of SEA not to accept or consider ideas, suggestions, proposals or materials from outside the SEA organization including but not limited to creative concepts, new or improved products or product enhancements, new or improved advertising or marketing campaigns / promotions, new or improved technologies or processes, artwork or other ideas or materials, other than those SEA has specifically requested, which terms are memorialized in a separate agreement. This policy is not intended to prohibit the receipt and response to SEA guest feedback, but rather to avoid future misunderstandings about creative ideas when new products, services and features should SEA independently develop ideas or concepts similar or even identical to a third party's idea.

Due to the volume of unsolicited ideas and proposals for ideas, products and services, and the business and legal challenges of determining whether an idea is truly a "new" ideas or materials, SEA must adhere to this policy of not accepting or considering any unsolicited ideas, and not compensating anyone for unsolicited materials of this nature.

Terms of Any Unsolicited Idea Submission

If, despite our policy, you submit an unsolicited idea to SEA, then you agree that by sending SEA any information or material, you grant SEA an unrestricted, irrevocable license to use, reproduce, perform, modify, transmit and distribute those materials or information, and you also agree that SEA is free to use all concepts, know-how or techniques that you send us for any purpose. You agree that: (1) your ideas will automatically become the property of SEA, without any compensation to you; (2) SEA can use the ideas for any purpose and in any way, even give them to others; (3) SEA will have no obligation to return your idea to you or respond to you in any way; and (4) SEA will have no obligation to keep your idea confidential. If you do not agree to these terms, please do not submit an unsolicited idea to us.

Process for Any Unsolicited Idea Submission

If, despite our policy, you choose to submit an unsolicited idea to SEA, all unsolicited idea submissions must be in following form and accompanied by the completed SEA documents listed below:

- 1) In the space provided, describe the unsolicited idea being submitted. The description must consist of **non-confidential / non-protected information** and adequately describe the concept for the idea or proposal. The description must be provided on the SEA provided form, included as Page 2 of this document.
- 2) Complete and execute the SEA provided "SEA Submission Agreement," includes as Pages 3 and 4 of this document.
- 3) Place all other submission materials, ideas and concepts in a separate sealed package.
- 4) Send the description, executed agreement and sealed submission materials to the following address:

SeaWorld Parks & Entertainment, Inc.
Attn: Legal Department
9205 SouthPark Center Loop, Suite 400
Orlando, FL 32819

SEAWORLD PARKS & ENTERTAINMENT, INC.
UNSOLICITED IDEA SUBMISSION AGREEMENT

Name: _____ (“Submitter”)
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

This Unsolicited Idea Submission Agreement (“Agreement”) is made and entered into as of the date of Submitter’s execution below by and between **Submitter** and **SeaWorld Parks & Entertainment, Inc.**, with offices at 9205 South Park Center Loop, Suite 400, Orlando, Florida 32819 (“SEA”). Submitter and SEA are sometimes collectively referred to as the “Parties” and individually as a “Party.”

Submitter has read and accepted this Agreement concerning Submitter’s unsolicited idea, concept, and any related materials, including but not limited to the accompanying Submitter’s Unsolicited Idea Summary and Description (collectively the “Submission”), and Submitter requests that SEA review the Submission.

1. **Legal Authority.** By providing the Submission to SEA, Submitter certifies for themselves and any other parties, including but not limited to Submitter’s parents, subsidiaries, and affiliates, if any, that they have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. Submitter further acknowledges that no third party has any interest in the Submission and no need to execute this Agreement on behalf of, or in conjunction with, Submitter. Submitter releases SEA from all liability in connection with the Submission or any portion thereof. Submitter further certifies that Submitter is the sole originator and owner of all ideas or concepts described in the Submission, and that the Submission is not novel.
2. **Consideration.** This Agreement is necessary for SEA to consider any part of the Submission. In consideration of this Agreement, SEA will accept and possibly review the Submission. Submitter hereby agrees that SEA’s review is valuable and adequate legal consideration for Submitter’s obligations under this Agreement and the other terms hereof.
3. **No Compensation.** Submitter understands that SEA shall make no payments and that Submitter shall receive no compensation for the Submission or in the event that the same or any similar idea is used by SEA.
4. **No Confidential or Legal Relationship.** SEA does not assume any obligations or confidential or fiduciary relationships, express or implied, with respect to the Submission or Submitter’s rights or interests. Submitter understands that disclosure of the Submission to SEA constitutes public disclosure of the Submission, and that all trade secret rights embodied in the Submission, if any, are extinguished. Submitter recognizes the great likelihood that SEA may have already received a similar Submission or that SEA may have already created or discussed a very similar idea to the Submission. Further, SEA is under no obligation of any kind whatsoever to negotiate in any way or to enter into any written or other agreement(s) regarding any future use of any rights claimed by Submitter
5. **Submission Will Become SEA Property.** Upon submission to SEA, all materials embodying the Submission shall irrevocably become the sole property of SEA entitling SEA to all rights of ownership, including but not limited to, use or non-use of any portion or all of the Submission for any purpose whatsoever. Submitter understands that SEA reserves the right to retain and/or copy any of the materials embodying the Submission to prevent future misunderstandings regarding the scope of the Submission. Submitter understands that SEA will take no action to protect the Submission from use or misappropriation by SEA, or any third party, whatsoever.
6. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive understanding between the Parties with respect to the Submission. The Parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Agreement.

7. Assignment. This Agreement shall be freely assignable by SEA. Submitter shall have no right to assign this Agreement, except upon the prior written consent of SEA.

8. Construction. Submitter acknowledges and agrees that Submitter (i) has had the benefit of the advice of counsel and has had ample time to consult with counsel of their choosing and to take into consideration counsel's advice; and (ii) has carefully reviewed the Agreement and has entered into the Agreement freely, without duress and for valuable consideration. Accordingly, no legal or other presumptions shall be construed against SEA concerning the construction, interpretation, or applicability of this Agreement, and Submitter expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

9. Severability. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent.

10. Amendment. This Agreement cannot be amended, modified or altered except by an agreement in writing signed by authorized representatives of both Parties and specifically referring to this Agreement.

11. Governing Law and Jurisdiction. This Agreement is made in the State of Florida and shall be governed exclusively by the substantive laws of Florida, without giving effect to any conflict-of-laws rules requiring the application of the substantive law of any other jurisdiction. The Parties knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the U.S. District Court, Middle District of Florida, Orlando Division or, in the alternative, any state court located in Orange County, Florida. The Parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves to the jurisdiction thereof. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

12. Prevailing Party. If either Party commences legal action to interpret or enforce the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or similar proceeding.

13. Jury Trial Waiver. To the fullest extent permitted by law, Submitter and SEA hereby mutually and expressly irrevocably waive their rights to a jury trial in connection with any litigation arising out of this Agreement, and each Party shall be entitled to produce a copy of this Agreement with any court of competent jurisdiction as written evidence of the forgoing jury trial waiver by the Parties hereto.

THE PARTIES ACKNOWLEDGE AND AGREE THAT, UNDER NO CIRCUMSTANCES, WILL ANY STATEMENT, WHETHER ORAL, WRITTEN, ELECTRONIC, OR OTHERWISE, HAVE ANY FORCE OR EFFECT IN MODIFYING OR EXPLAINING THE TERMS OF THIS AGREEMENT UNLESS MADE IN A FORMAL, WRITTEN AGREEMENT SIGNED BY ALL PARTIES TO THIS AGREEMENT.

The undersigned Submitter has executed and delivered this Agreement and the Submission to SEA as of the date below.

SUBMITTER

Signed: _____

Print Name: _____

Title (if any): _____

Date: _____