



Re: External Idea Submission

Dear Tervis:

I wish to submit one or more product ideas for your review, as set forth on the Submission Form attached hereto as **Exhibit A**. To induce Tervis to consider my idea(s), I hereby accept the Terms & Conditions set forth below (the "Terms"). I agree that these Terms shall apply to all disclosures made or to be made by me which relate directly or indirectly to my submitted idea(s).

TERMS & CONDITIONS

I am 18 years or older at the time of my submission.

I have no prior business relationship with Tervis and none is formed by virtue of Tervis receiving or reviewing any idea which I may submit.

Tervis has no obligation of confidentiality to me, and I am submitting my idea on a non-confidential basis. Unless I have taken steps to protect your idea through patent, trademark or copyright registration or similar means, I am submitting your idea on a non-protected and non-proprietary basis, and Tervis shall have the unrestricted right to use and disclose any of those submitted ideas and materials.

Even if I have sought to protect my idea by filing for patent, trademark or copyright registration or similar means my rights will be limited to what is contained in such filings, and Tervis may, like anyone else, challenge the validity of any such filing.

Tervis is actively working on hundreds of new product ideas today, some of which may be similar to my idea. Tervis is not restricted from developing (or having already formulated) plans to create or enhance products similar to my idea.

Tervis has no obligation to compensate me for the idea(s) I submit; and Tervis has sole discretion in determining the compensation to be paid, if any. If compensation is offered, my acceptance of such compensation shall be deemed full and final settlement of any past, present or future claims, to the extent permitted by law, that I may have against Tervis.

While Tervis attempts to reply to every submission, due to a large volume of submissions, Tervis may not be able to reply in every instance.

Tervis is under no obligation to reveal to me any internal information about its evaluation of this or any other suggestion or its product development process.

I represent that I own the idea or am the authorized representative of the owner, and that the idea is original, and that, to the best of my knowledge, all related information that I am submitting is original, accurate, and non-misleading.

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tervis.com



Any prior negotiations or agreements are merged into and superseded by this Agreement, which may not be modified or waived except in writing signed by an officer of Tervis.

These Terms, and the submission which they govern, shall be interpreted and construed in accordance with the laws of the State of Florida, without regard to its principles on conflicts of laws, and with the same force and effect as if fully executed and performed herein.

***Note – I am hereby advised that if I have an idea that has not been protected by patent, trademark or copyright registration or similar means and believe it is proprietary and should be kept confidential, then I should not sign this letter or submit the idea.**

ACCEPTED AND AGREED

Signature: _____

Print Name: _____

Date: _____



EXHIBIT A

SUBMISSION FORM				
Section 1: Contact Information				
First Name (Print):	Last Name (Print):		Date:	
Email:	Phone:		Birthdate (must be 18 or older):	
Section 2: Your Original Idea – Creative Information				
Idea Title:				
Brief Description of Idea:				
Section 3: Intellectual Property Information				
Current State of Idea:	<input type="radio"/> Concept	<input type="radio"/> Prototyped	<input type="radio"/> Patent Pending	<input type="radio"/> Patented
If applicable, insert copyright, trademark, and/or patent information:				
Objective of submitting an idea:				