



The X Factor/MyStudio Audition Video Submission:

Terms and Conditions of Auditions

Each submitter must review in its entirety an electronic copy of these Terms and Conditions of Auditions. By submitting an Audition, you hereby agree to these Terms and Conditions of Auditions.

To participate in The X Factor you must be eligible to participate as set forth in the eligibility/audition requirements of the X Factor Rules (set forth in Paragraph 1. of the Audition Process). Your audition video must also meet the Video Submission Requirements (as set forth below) or your video may be discarded.

There is no guarantee all MyStudio audition videos will be viewed by the Producers (as set forth below) but Producers will view at least that number of audition videos as the number of live auditions viewed on average at any one audition city.

AUDITION PROCESS

1. THE X FACTOR RULES - ELIGIBILITY/AUDITION REQUIREMENTS: To be eligible to be selected to participate in the television series "The X Factor" (the "Series") you must be a legal U.S. citizen or a permanent U.S. resident who is eligible to work full-time in the United States and who is 12 years old as of March 1, 2011.

You also **MUST** be able to demonstrate to the satisfaction of Blue Orbit Productions, Inc. ("Producer") that you do not have any of the following agreements in effect (written or oral):

a contract for talent representation (for example, a talent agent or manager);
a current music recording contract;
a current agreement relating to the use of your name, voice and/or likeness;
an exclusive acting contract; or
any other contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by Producer, including a recording contract and merchandising contract.

Neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of your household (whether or not related to you) are current employees, directors, officers, independent contractors, agents, or representatives of Sony Music Entertainment and its affiliates ("Sony Companies"), Fox Broadcasting Company, Fox Digital Media, Studio One Media., Blue Orbit Productions, Inc., FremantleMedia North America, Inc., Telescope Inc., www.fox.com, www.fox.com/thexfactor, or their respective parents, subsidiaries or affiliated companies, or any of their respective licensees, successors or assigns; **CBS Television City Studios** or any other person or entity connected with the production, administration or judging of the auditions or the Series; any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Series or any variation thereof; any person or entity involved in the development, production, distribution, or other exploitation of the Series or any variation thereof; any sponsor of the Series (including, but not limited to PepsiCo, Inc.) or its or their advertising agency; or any person or entity supplying services or prizes to the Series (collectively, the "Series Entities"). In addition, to the best of your knowledge, you do not know anyone who is now, or has been in the past two (2) years an employee or independent contractor of any of the entities described in this paragraph. Producer reserves the right to remove from the Series any person (including you) it determines, in its sole discretion, is sufficiently connected with the Series or any of the entities described in this paragraph such that such person's participation in the Series could create the appearance of impropriety.

In the event you are selected to advance in the Series audition process, you will be contacted by a Series producer and required to execute additional documents, provide additional information and undergo additional screening, including without limitation a background and/or personal records check, in order to advance further in the audition process. You will be required to fill out, sign and

agree to all of the terms and conditions of producer's required forms. Your family and/or guests should also be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. If you advance in the competition, you will be required by the producer to fill out, sign and agree to all of the terms and conditions of additional forms, including a talent management contract, recording contract and/or merchandising contract. You (and your parents and/or legal guardians in the case of contestants under 18 years of age) may also be subject to a thorough background investigation and other examinations, at producer's discretion. If you are under 18 years of age, both you and your parent or legal guardian must sign each of the forms and cooperate in having the forms court approved, if and when requested by producer. If you are under 18 years of age and you are accompanied to the audition by a guardian appointed by your parent or legal guardian, you must have the release signed and NOTARIZED by your parent or legal guardian with authority to sign on your behalf, and bring the signed and notarized Release with you to the audition. ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.

2. ADDITIONAL INFORMATION: MyStudio audition videos of eligible participants (each an "Audition Video") submitted for consideration in this call for Audition Videos ("MyStudio Audition Call") will be judged according to the same parameters as live venue auditions. If you are selected to progress in the audition process to the callback round of the competition (currently scheduled for May 27 in Dallas, Texas or other cities earlier in the live audition process as determined by Producer in its sole discretion upon advance notice to My Studio auditioners), you will be required to provide or arrange for your own travel to the live audition callbacks (i.e. Dallas or the alternative live audition city as described above). If you are a minor in your state of residence, your parent or legal guardian must accompany you to the audition callback and must also provide or arrange for his / her own travel to the live audition callbacks. You may submit an Audition Video if you have already auditioned at a live city audition. If you have already been selected to advance to a live city audition callback round, you will not be eligible to be selected to advance to the live audition callbacks.

RECORDING PROCESS

1. RECORDING A MYSTUDIO AUDITION VIDEO: To record a MyStudio Audition Video to audition for The X Factor, you must visit a MyStudio HD Recording Studio. Solo artists and groups up to 12 members may record a MyStudio Audition Video. You will be required to enter your email address (or your parent/guardian's email address if you are under 18 years of age or a minor in your state of residence) at the sign-in stations located at MyStudio before you can record your session. Emails addresses are required so producers can contact you if you are selected and only one email address is required per group auditioning. You will have approximately two (2:00) minutes of recording time if you are a soloist, which includes thirty (:30) seconds to state your name, to introduce yourself and to describe why you think you have The "X Factor"(Groups will have approximately 2:00 minutes of recording time to introduce themselves) and one minute and thirty (1:30) seconds to perform an a cappella song in accordance with the Video Performance Requirements set forth below.

Any MyStudio Audition Video that, in the Producers discretion, violates any of the below criteria, does not contain both elements above, or violates the MyStudio Terms of Use posted at www.MyStudio.net/xfactor which may be amended from time to time ("MyStudio Terms") may be discarded. The a capella performance on the MyStudio Auditions Videos must not exceed one minute and thirty (1:30) seconds in total aggregate length.

Appointment Cards:

Go to a MyStudio venue on the day that you wish to create your Audition Video. Approximately 150 recordings will be done per day, per MyStudio location. Depending on the number of auditioners, you might be required to wait in line to create your Audition video. If necessary, you will be given a priority card which will contain a number and date when you should return to the specific MyStudio location in order to create your Audition Video ("Appointment Cards"). The Appointment Card will be issued for a date and time in the near future, on a first come first serve basis. It might be possible to line up as early as 8:00 a.m. Detailed information concerning registration and audition locations, dates and times can be found on-line at www.MyStudio.net/xfactor or www.fox.com/thexfactor. THERE WILL BE NO OVERNIGHT CAMPING ALLOWED INSIDE OR OUTSIDE ANY OF THE VENUES.

2. SUBMITTING YOUR MYSTUDIO AUDITION VIDEO: Once you record your Audition Video in the MyStudio booth, you will then be emailed a link to the email address that you entered at the studio. When you click the link, you will be brought to a page where you will enter your personal info: name, age, city etc. AND agree to the rules and fill in the online release form. Assuming you have

filled out all the required fields and have agreed to the terms etc., you will then be allowed to submit your Audition Video by clicking, "Enter X Factor Audition." Your electronic paperwork will follow your individual Audition Video. You will then receive an email telling you that your Audition Video has been successfully submitted. You can only submit one (1) MyStudio Audition Video. If you auditioned at a MyStudio venue and have questions or need assistance, please email the following email address: contact@mystudio.net.

3. LOGISTICS:

Audition dates, times and locations:

The MyStudio audition cities for X Factor are listed below. THESE LOCATIONS, DATES AND TIMES ARE ALL SUBJECT TO CHANGE. Up to date information concerning registration and audition locations, dates and times can be found on-line at www.MyStudio.net/xfactor or www.fox.com/thexfactor.

What to Bring to your Audition:

You MUST bring two forms of ID that show proof of your age and a photograph (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card). After showing proper ID, you will be given an Appointment card (provided there are still some times available for that venue on that day). You may bring as many family members and friends as you choose to accompany you to the audition venue. Contestants under 18 Years of Age: If you will be under 18 years of age on the day you go to audition, your parent and/or legal guardian MUST accompany you to the audition. In addition, your parent or legal guardian must bring a government-issued photo ID (for example, a driver's license or passport). If you are accompanied by a legal guardian, as opposed to a parent, your legal guardian must bring proof of guardianship (for example, a court order). If your parent or legal guardian is not available to accompany you to the audition, your parent or legal guardian may appoint a guardian to accompany you to receive an Appointment Card and to the record your audition video. YOUR APPOINTED GUARDIAN MUST BE AT LEAST 21 YEARS OF AGE AND MUST ACCOMPANY YOU TO THE VENUE IN ORDER FOR YOU TO AUDITION. In order to appoint a guardian, your parent or legal guardian must complete, sign and have NOTARIZED the Guardian and Medical Authorization for Minors form which can be found at www.fox.com/thexfactor. You MUST bring the signed and notarized form to registration with you, along with your appointed guardian. Your parent or legal guardian must also sign and have NOTARIZED the attached Release. You MUST bring the signed and notarized Release with you to the audition, along with your appointed guardian. Your appointed guardian must also bring a government-issued photo ID (for example, a driver's license or passport) in order for you to receive an Appointment Card and create your audition video.

Schedule:

City Venue Audition Dates Audition Hours
(by appointment only)

Honolulu MyStudio HD Recording Studio located at
Pearlridge Center (Uptown)
April 7 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 10 a.m. - 6 p.m.

Anchorage MyStudio HD Recording Studio located at
Dimond Center
April 8 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 11 a.m. - 6 p.m.

Nashville MyStudio HD Recording Studio located at
Coolsprings Galleria
April 9 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 12 p.m. - 6 p.m.

Phoenix MyStudio HD Recording Studio located at
Arizona Mills Mall
April 10 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 11 p.m. - 6 p.m.

Denver MyStudio HD Recording Studio located at
Colorado Mills Mall April 10 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 11 p.m. - 6 p.m.

Kansas City MyStudio HD Recording Studio located at
Oak Park Mall
April 12 – 30, 2011 Mon - Sat: 10 a.m. - 9 p.m.
Sun: 11 p.m. - 6 p.m.

ALL CITIES, VENUES AND DATES ARE SUBJECT TO CHANGE

What to Bring to MyStudio Auditions:

Your Appointment Card, if applicable.

Identification:

Bring the same two forms of identification that you brought with you when you received your Appointment Card (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card).

Proof of Citizenship/Residency:

If your birth certificate was not issued in the United States, you must bring proof of citizenship and/or permanent U.S. residency (for example, a green card or naturalization papers). Under 18: If you are under 18 years of age, you must be accompanied to the registration and audition by your parent or legal guardian. Your parent or legal guardian must bring a government-issued photo ID (for example, a driver's license or passport). In addition, if you are accompanied by a legal guardian (as opposed to a parent), your legal guardian must bring proof of guardianship (for example, a court order) or you will not be able to audition. Your parent or legal guardian must have the authority to sign legal documents on your behalf, including the Release form on the website (which should be signed by you and your parent or legal guardian). If your parent or legal guardian is not available to accompany you to the registration and audition, your parent or legal guardian may appoint a guardian to accompany you to these events. **YOUR APPOINTED GUARDIAN MUST BE AT LEAST 21 YEARS OF AGE AND MUST ACCOMPANY YOU TO THE VENUE FOR THE REGISTRATION AND AUDITION DAYS.** In order to appoint a guardian, your parent or legal guardian must complete, sign and have NOTARIZED the Guardian and Medical Authorization for Minors form at the website. You **MUST** bring the signed and notarized form to registration, along with your appointed guardian. In addition, you must bring the Release signed and NOTARIZED by your parent or legal guardian. Unless your appointed guardian has evidence of his or her authority to sign on your behalf, your appointed guardian **MAY NOT** sign the Release on your behalf. The people who accompany you to the audition (including your parent or guardian) **MUST** sign a separate release form on their own behalf and bring their own photo ID (for example, a driver's license or passport).

What to Wear to the MyStudio Auditions:

Please do not wear any clothing or bring any items that have designer names, corporate or sports team names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate messages or words (for example, profanity). If you do wear such clothing, you may be required to remove it, turn it inside out or put on additional clothing to cover it. If you have any tattoos that contain any corporate or sports names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate message or words (for example, profanity), please cover the tattoo for your audition. Do not wear green clothing as MyStudio uses green-screen recording technology.

What to Sing at the MyStudio Auditions:

Be prepared to sing a verse and a chorus of one (1) song a cappella, i.e., without music tracks or instruments. All rules and procedures are subject to change at producer's sole and absolute discretion.

Rules In Line:

If you have an Appointment Card, you MUST be in line no later than 10 minutes from the start time listed on your Appointment Card. Keep in mind that you may not be able to start lining up until 10 minutes before your allotted time frame issued on your Appointment Card. Continue to check website at www.MyStudio.net or www.fox.com/thefactor DAILY for the most up-to-date audition schedule and line-up information. PLEASE BE COURTEOUS TO OTHER PEOPLE IN LINE. DO NOT CUT IN LINE.

Paperwork:

In order to participate in The X Factor auditions, you will be required to fill out and agree to all of the terms and conditions of Producer's required forms online. Your family and/or guests should also be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. If you advance in the competition, you will be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including a talent management contract, recording contract and/or merchandising contract. You (and your parents and/or legal guardians in the case of contestants under 18 years of age) may also be subject to a thorough background investigation and other examinations, at Producer's discretion. If you are under 18 years of age, both you and your parent or legal guardian must sign each of the forms and cooperate in having the forms court approved, if and when requested by Producer. If you are under 18 years of age and you are accompanied to the audition by a guardian appointed by your parent or legal guardian, you must have the release signed and NOTARIZED by your parent or legal guardian with authority to sign on your behalf, and bring the signed and notarized Release with you to the audition. ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.

Disqualifications:

We reserve the right to disqualify and/or exclude, in our sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of these rules, or tampering with the entry process or the audition process. We also reserve the right to change the rules and procedures at any time. Being chosen to audition and/or compete at any level in the process does NOT ensure that you will be selected to continue to the next stage.

Content Restrictions:

Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent, (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing. Audition Videos must NOT include mention or performance of any copyrighted media production including but not limited to music (except the songs provided), films, books, television programming, etc., or identifying descriptions of any media property. Audition Videos must NOT contain derogatory references to FremantleMedia North America, Inc., MyStudio, FOX, the Series or any Series or FOX network talent or sponsors. Videos must NOT include 3rd party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture. Any personal information supplied by you in connection with MyStudio generated X factor auditions will be subject to the MyStudio privacy policy posted at <http://www.MyStudio.net/privacy.aspx> and the FremantleMedia North America, Inc. privacy policy posted at <http://www.fremantlemedia.com/privatepolicy> all which may be amended from time to time. By participating in the My Studio/X Factor MyStudio audition, you grant MyStudio permission to share your email address and any other personally identifiable information with the other Series Entities (as defined below) for the purpose of fulfilling the audition process for the Series. Additionally, by opting-in to specific offers from any of the Series Entities, your entry information will be subject to their respective privacy policies and terms of service and you agree to receive additional email communication from those companies.

Groups or Soloists:

The Terms and Conditions of Auditions as set forth in this document apply to solo artists as well as groups and each individual member of a group.

4. **OWNERSHIP:** As between Blue Orbit Productions, Inc. and you, you hereby acknowledge that the results, products, and proceeds of your services solely in connection with the creation of the Audition Video are being specifically ordered by and created for Blue Orbit Productions, Inc. for use as part of an audiovisual work. Blue Orbit Productions, Inc., its successors and assigns, shall be considered, forever and for all purposes, throughout the universe, the sole copyright owner of the Audition Video as a "work made for hire" under the Copyright Act 17 USC 101 of the United States, therefore the owner of all rights in the Audition Video excluding any underlying musical composition and all proceeds derived therefrom and in connection therewith, including but not limited to, the right to make such changes therein and such uses and dispositions thereof, in whole or in part, as Blue Orbit Productions, Inc., its successors and assigns, may from time to time determine as the owner of the Audition Video. You warrant that in the event the Audition Video is not deemed a "work made for hire" under the Copyright Act, you shall sign any and all documents deemed reasonably necessary and do all other acts and deeds as may be necessary to assign the copyright in and to the Audition Videos to Blue Orbit Productions, Inc., its successors and assigns hereunder and pursuant to the terms of the Terms and Conditions of Audition. By submitting the Audition Video, you hereby grant to the Series Entities in perpetuity the exclusive right to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Video for any purpose whatsoever, including, without limitation, in connection with (i) the Series, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Series (and derivative works thereof), and (ii) FOX's network of Internet websites, wireless applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which FOX distributes content to end users, whether now existing or hereafter developed (collectively, "The Platforms"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to you. For the avoidance of doubt, without limiting the generality of the rights granted to the Series Entities, these rights include, without limitation, the absolute right to edit and/or alter any Audition Video distribute and synchronize all or any portion of your Audition Video in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your Audition Video; to encrypt, encode and decode, and compress and decompress all or any portion of your Audition Video; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your Audition Video; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your Audition Video; and to excerpt and/or extract portions of your Audition Video in order to host, store, index, categorize and display your Audition Video on or through the Platforms. The Series Entities reserve the right to use (or not use) your Audition Video at all and/or as little of the Audition Video as they so choose.

5. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who submits a Audition Video represents and warrants to the Series Entities as follows: (i) the Audition Video is the participant's own original, previously unpublished, and previously unproduced work; (ii) the Audition Video is wholly original with participant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Audition Video neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Audition Video does not and will not violate any applicable laws, and meets the Audition Submission Requirements as set forth above. Each Audition Video must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, background music, depictions of actors and the like. Further, participants will, upon request, furnish to Producer any documentation, substantiation, and releases necessary and reasonably required from all location releases for all recognizable locations, and releases from anyone who assisted in the creation of the Audition Video to prove, confirm, verify, and substantiate participant's compliance with any or all of these Terms and Conditions, including, without limitation, the foregoing representations and warranties. In the event a participant cannot provide all required releases, Producer reserves the right, in its sole discretion, to discard or remove the applicable Audition Video, or seek to secure the releases and clearances for Producer's benefit, or allow the applicable Audition Video to be utilized. Additionally, participant represents and warrants that he or she will not have and will not acquire any trademark rights, copyrights, or any other rights in Producer's, FOX's or Studio One's trademarks, trade names, logos or other intellectual property. Series Entities specifically reserve all their rights to protect their intellectual property against any infringement or other illegal or improper use. Each participant hereby agrees to indemnify and hold the Series Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of participant hereunder.

6. **CONDITIONS OF PARTICIPATION:** This MyStudio Audition Call is subject to all applicable federal, state, and local laws. Each participant hereby: (a) agrees that Series Entities shall have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in

part, directly or indirectly, as a result of participating in this MyStudio Audition Call or any related activity; (b) releases Series Entities advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this MyStudio Audition Call and from injuries or damages arising in connection with or relating to participation in this MyStudio Audition Call; and (c) waives any right to claim ambiguity in this MyStudio Audition Call or these Terms and Conditions. Producer and Studio One Media reserve the right to modify these Terms and Conditions and/or to remove suspect Audition Videos and/or cancel, terminate or suspend any portion of this MyStudio Audition Call at any time and for any reason (or no reason at all) in their sole and absolute discretion. Producer reserves the right to disqualify and/or exclude, in our sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of the Series rules, violation of any of these Terms and Conditions, or tampering with the entry process or the audition process. We also reserve the right to change the Series rules and procedures at any time. Being chosen to audition and/or compete at any level in the process does NOT ensure that you will be selected to continue to the next stage.

7. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each participant who submits an Audition Video understands and acknowledges that the Series Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each participant also acknowledges that many ideas may be competitive with, similar or identical to the Audition Video and/or each other in theme, idea, format or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of any Series Entities use of any such similar or identical material. Each participant acknowledges and agrees that the Series Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Audition Video. Finally, each participant acknowledges that, with respect to any claim by participant relating to or arising out of a Series Entities actual or alleged exploitation or use of any Audition Video or other material submitted in connection with the MyStudio Audition Call the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition Video or any other production based on or allegedly based on the Audition Video, and the participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

8. IMPORTANT: PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY: By participating in this MyStudio Audition Call, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the MyStudio Audition Call, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the MyStudio Audition Call, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any participant be permitted to obtain any award for, and participant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each participant acknowledges and agrees that the Series Entities, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Series Entities or otherwise, that may limit a participant's ability to participate in this MyStudio Audition Call; (ii) incorrect or inaccurate information whether caused by Internet users, or by any equipment or programming associated with or utilized in connection with this MyStudio Audition Call and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the MyStudio Audition Call (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or (iv) the participant's claim that he or she has somehow been defamed or portrayed in a false light. The Series Entities assume no responsibility for any damage to an participant's computer system, which is occasioned by accessing the Website, or participating in this MyStudio Audition Call, or for any computer system, phone line, hardware, software or Series malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Producer reserves the right, in its sole discretion, to disqualify any participant that violates the Audition Submission Requirements, finds to be tampering with the Audition Video process or operation of the MyStudio Audition Call or to be acting in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, this MyStudio

Audition Call is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Producer or Studio One, corrupt or affect the administration, security, integrity or proper conduct of this MyStudio Audition Call, Producer and Studio One reserve the right, at their sole discretion, to close the Audition Video acceptance period at any time, cancel, terminate, modify or suspend this MyStudio Audition Call or as otherwise deemed fair and equitable by Producer and/or Studio One.

9. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF SUBMITTERS IN CONNECTION WITH THE MYSTUDIO AUDITION CALL OR IN CONNECTION WITH ANY AUDITION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CALL FOR SUBMISSIONS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE TERMS AND CONDITIONS SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL THE SERIES ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE MYSTUDIO AUDITION CALL. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS MYSTUDIO AUDITION CALL MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.