

## The Playlist

### ELIGIBILITY REQUIREMENTS AND RELEASES

The following eligibility requirements apply to participation in the reality-based program currently and tentatively entitled “The Playlist” (the “Program”):

- 1) You must be at least 13 years of age on the day you apply.
- 2) You must be (a) a citizen or lawful permanent resident of the United States with a valid Social Security or tax identification number; or (b) be legally present in the United States and meet all requirements under United States immigration law and applicable tax law(s) permitting you to participate in all Program elements, to accept any money or prizing in connection with the Program, and to satisfy contract options as may be applicable in connection with the Program, as determined by Producer, NBCUniversal Media, LLC, and any entity holding such contract option(s) in its or their sole discretion. Without limitation of the foregoing, certain elements in connection with the Program, including, without limitation, prizing or contract options, may require you to have permission to work under federal, state, or other applicable laws (e.g. a valid O or P visa, other work authorization or status, or a minor’s work permit). Documentation of the foregoing will be required in advance of your participation in the Program or in such elements, if any, upon the request of Producer or others.
- 3) You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a participant.
- 4) Universal Television LLC or its designee (“Producer”) and NBCUniversal (as defined below) reserve the right to render ineligible any person who either of them determines, in the sole discretion of either of them, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. In making this decision, Producer and NBCUniversal may consider whether you know or have known anyone who is, or has been within the last two (2) years, an employee, officer, director or agent of any of the following:
  - (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the “Program” or any variation thereof;
  - (ii) NBCUniversal Television Group or any of its parent, subsidiary or affiliated entities, including, without limitation, NBCUniversal Media, LLC, its broadcast networks and studios, cable networks and studios, film businesses, digital businesses, parks and resorts (collectively, “NBCUniversal”) (for more information about NBCUniversal businesses, please visit <http://corporate.comcast.com> or <http://www.nbcuni.com>);
  - (iii) Any sponsor of the Program or its advertising agency; or
  - (iv) Any person or entity supplying goods, services or prizes (as applicable) to the Program.

Please list any such relationships here; if none, write “None.”

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- 5) If you are selected as a potential participant, you must execute waivers, release agreements, or other agreements required by Producer and NBCUniversal or any of their licensees, successors or assigns. Such agreements may include, without limitation, one or more agreements relating to terms and conditions relating to your appearance on and participation in the Program and music used in connection with the Program.
- 6) You will need to be available to the production for approximately 1-2 weeks in September/October 2017 and approximately 8 weeks in October 2017 through December 2017 (dates subject to change in Producer’s sole discretion) and be willing to travel to various locations as part of production.

7) In accordance with applicable laws, any offer to become a participant may be conditioned upon your submission to a background check and a physical and psychological examination to be conducted at a location to be determined by Producer, by medical professionals (selected by and paid for by Producer) and the certification of the medical professionals that you meet all physical and psychological requirements.

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8) You acknowledge and understand that if you elect to submit original music, including original music, musical compositions and recordings you have written, co-written, developed and/or performed, in connection with your application (“**Original Music**”), you give the Released Parties (as defined in Paragraph 11 below) a non-exclusive perpetual, royalty-free license to use the Original Music in and in connection with the Program, including the development, production, distribution, advertising, promotion, exhibition or other exploitation of the Program, throughout the universe. Notwithstanding the foregoing, you (and/or your music publisher) will be entitled to receive any royalties payable by ASCAP, BMI or any such similar organization, which are payable directly by such organizations to you or your music publishing designee, provided that you are a member of a performing rights organization. You grant to Producer the right to grant direct source licenses to any exhibitor or distributor of the Program or of promotions for the Program if such exhibitor or distributor does not have blanket public performance licenses. Other than this license, you will retain all of your rights to Original Music throughout the casting application process. If you are asked and choose to enter into further agreements as described in Paragraph 5 above, the terms of those agreements will apply thereafter.

9) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest (if any), if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest (if any) or produce the Program and NBCUniversal has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) all Music (as defined below) submitted by me in connection with my application to participate in the Program is original to me and does not and will not infringe on the rights of any third parties; and, (ix) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

(b) By submitting this application, I hereby consent to the recording, use and reuse by Producer, NBCUniversal, and any of the Released Parties of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively “**Likeness**”), as edited, altered, or modified by Producer or by any of the other Released Parties, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Released Parties or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that the Released Parties exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all any materials I may have provided or may provide in connection with my application for the Program (e.g., recordings, videos, photos, etc.) (collectively, “**Materials**”) (except Original Music as set forth in Paragraph 8), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any Original Music in connection with my application for the Program, I represent and warrant that I own all rights to such Original Music, and I grant Producer the right to record, reproduce and publicly perform

any such Original Music in and in connection with the Program or any other work. I represent and warrant that I own all rights to such Original Music (other than music supplied to me by Producer) and that no third party has any right, title or interest in and/or to the Original Music, and, if I am selected to be a participant on the Program I grant Producer the right to record, reproduce and publicly perform any such Original Music in and in connection with the Program. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCUniversal for the use of any such Original Music or any other music (collectively, “**Music**”), including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties, in connection with the development, production, distribution, advertising, promotion, exhibition or other exploitation of the Program. If I do not hold all rights in or to the Original Music, I agree to use my best efforts to assist Producer in obtaining the same rights for use of the Original Music as I am granting herein from any third party having rights in the Original Music, consistent with the terms hereof. I further agree that Released Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement of the Program, its exhibitor(s), or NBCUniversal. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Released Parties these rights or for signing this application.

(c) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, any branch of the military, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological examinations of me as required by Producer, in Producer’s sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program. Additionally or in the alternative (in Producer’s sole discretion), I will, if requested, provide Producer with certification from my personal physician stating that I have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(e) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and NBCUniversal in their sole discretion. I understand that the participant selection process may also involve subjective decisions made by the public. I further understand that those certain individuals, NBCUniversal, Producer and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(f) I further acknowledge and agree that Producer reserves the right to consider and select participants who are not able to attend any open casting call and that Producer shall have sole discretion and control over every aspect of selecting participants, and Producer's decisions on all matters related to selecting participants shall be final and binding and not subject to challenge or appeal.

10) **CONFIDENTIALITY**. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of Producer or NBCUniversal: any information or materials that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to Producer or to NBCUniversal, the business of Producer or NBCUniversal, any program produced by Producer or exhibited by NBCUniversal, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this application or any other agreement or document that I sign, have signed or receive from Producer or NBCUniversal at any time (collectively, the "**Confidential Information**"). I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCUniversal by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer or NBCUniversal result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and NBCUniversal irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and NBCUniversal shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

11) **RELEASE AND AGREEMENT NOT TO SUE**. **To the maximum extent permitted by law, I irrevocably and unconditionally release each of the Released Parties from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process of the Program, use of Original Music as permitted herein, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the "Released Claims"). Further, to the maximum extent permitted by law, I agree not to sue the Released Parties as a result of the recording or use of my Likeness or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder.** The term "Released Parties" shall mean and refer to Producer, Network, all entities and platforms of NBCUniversal Media, LLC, Comcast Corporation, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

12) As used herein, "**Producer**" shall include Universal Television LLC, its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

13) **CHOICE OF LAW**. This application shall be interpreted under the internal, substantive laws of the State of California, without regard to the conflicts of law provisions thereof.

14) **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES", INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES). THE JAMS RULES ARE AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), AND A FURTHER COPY OF THE JAMS RULES SHALL BE PROVIDED TO ME BY PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE (i) AN EXPERIENCED ARBITRATOR, WHO IS EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND LICENSED TO PRACTICE LAW IN CALIFORNIA, OR (ii) A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE REMAINDER OF THIS PARAGRAPH, THE DAMAGES RECOVERABLE BY THE PARTIES SHALL BE LIMITED TO ACTUAL DAMAGES, AND SUCH PARTIES WAIVE THE RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT ANY REMEDIES THE PARTIES TO ANY DISPUTE HAVE WAIVED HEREIN. FURTHER, I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER, NETWORK AND THEIR LICENSEES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN ANY INJUNCTIVE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANTING ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING. THE FOREGOING, TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY FEDERAL OR STATE CLAIM I BRING THAT ARISES FROM UNWAIVABLE PUBLIC RIGHTS, WHETHER STATUTORY OR NONSTATUTORY, THE FOLLOWING SHALL APPLY: THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE IN COURT; THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM; AND PRODUCER SHALL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION.

15) **ELECTRONIC SIGNATURES.** This application may be executed by original, facsimile or electronic signature. Any signed copy of this application delivered by facsimile or electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

16) **SEVERABILITY.** The illegality, invalidity or unenforceability of any provision of this application shall in no way affect the validity or enforceability of any of the remainder of this application, which shall be enforced to the maximum extent permitted by law.

**I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please print or type): \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth\*: \_\_\_\_\_

**If participant is under 18 years of age:** I represent and warrant that I am the parent or guardian of the minor whose name appears above. I acknowledge that I have read the foregoing Eligibility Requirements and Releases attached to casting application for the Program (collectively, the “Application”) and am familiar with each and all of the terms contained therein, I am satisfied that the Application is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties (as defined above) from any claims and causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian Phone: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_

Parent or Guardian Date of Birth\*: \_\_\_\_\_

Address: \_\_\_\_\_

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\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.