

**SEASON 4 – AMERICAN IDOL®**  
**Online Audition Terms and Conditions**

*American Idol®*, intended to initially air on the ABC Television Network (the “**Program**”), is a United States television program in which a competition will be conducted to select a solo recording artist. By participating in this Season 4 online audition (the “**Online Audition**”) and submitting an online audition video (“**Audition Video**”) to the audition website, available at <https://fmna.etrizeb.com/ag/fmna/ai4abc/welcome.html>, (the “**Online Audition Website**”) for consideration by American Idol Productions, Inc. (“**Producer**”) in connection with the Program, you acknowledge that you have read, understand and voluntarily agree to abide by these Online Audition Terms and Conditions (the “**Terms and Conditions**”) in their entirety and the Online Auditions Privacy Policy available at: [https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/\\_res/ai4abc\\_privacypolicy.pdf](https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/_res/ai4abc_privacypolicy.pdf) (the “**Privacy Policy**”). The effective date of these Terms and Conditions (the “**Effective Date**”) shall be April 1, 2020.

Prior to submitting an Audition Video, please confirm that you meet the **Eligibility Requirements in Section A below**. In addition, please ensure that your Audition Video meets the **Audition Video Submission Requirements in Section B below**.

Audition Videos will be accepted commencing at 6:00 p.m. Pacific Time (“**PT**”) on April 7, 2020, through and including 11:59 p.m. PT on October 28, 2020 (the “**Video Submission Period**”). No Audition Videos will be accepted after 11:59 p.m. PT on October 28, 2020.

Producer makes no guarantee that all online Audition Videos it receives will be reviewed.

As used herein, “**User**” will refer to the individual who completes the data fields on the Online Audition Website and uploads the Audition Video. User must be at least eighteen (18) years of age and, if registering on behalf of a person under eighteen years of age (each a “**Minor**”), must be authorized to act on behalf of such Minor (*i.e.*, a parent or legal guardian).

**A. Eligibility Requirements.**

To participate in the Program, you must be able to prove that:

1. You must be born on or between June 2, 1991 and September 1, 2005. If you were born before or after this window, you are not eligible to participate this season.
2. You must be a legal U.S. resident and must be authorized to participate in the entire competition portion (“**Competition**”) of the Program and throughout the term of any post show agreements provided by Producer or any of the other Program Entities (as defined below), including, but not limited to, a recording agreement. This means that you must either : (i) have the unrestricted right to work in the United States; or (ii) possess the appropriate United States employment authorization that permits you to participate and compete in the Program and engage in any post-show agreements and related employment. Prior to the beginning of the Competition, each potential contestant must demonstrate, to Producer’s satisfaction, compliance with this requirement in order to accept an invitation to the Competition.
3. You are ineligible to participate in the Program if you competed in any previous season of American Idol and advanced to the Top 10 stage of the competition.
4. To accept an invitation to participate in the Competition (currently scheduled to begin in December 2020), you must be able to demonstrate to the satisfaction of Producer that you do not have any contractual arrangement that would prohibit you from fully participating in the Program

and/or entering into any contracts required by Producer, including, but not limited to, an exclusive recording contract, merchandising contract, a live and/or global touring agreement, a music publishing or songwriting agreement, an agency live performance booking contract and an exclusive management contract (subject to paragraph 5 below).

5. In the event that you already have a management contract prior to your first audition in front of the Program judges, the requirement to enter into a management contract shall not apply to you provided that you can demonstrate to the satisfaction of Producer and the 19 Companies (as defined below) that such contract commenced prior to the date of your first audition in front of the Program judges. Furthermore, in the event that you have previously entered into and are still a party to a music publishing or songwriting agreement prior to your audition in front of the Program judges, then you agree to promptly disclose the existence of such agreement to Producer and the 19 Companies, provide material details of said agreement and/or provide a copy of such agreement upon the request of the 19 Companies, and you further agree not to extend the existing term of such agreement. Additionally, in the event that you already have an agency live performance booking agreement prior to your first audition in front of the Program judges, the requirement to enter into an agency live performance booking agreement shall not apply to you, provided that you can demonstrate to the satisfaction of Producer and the 19 Companies (as defined below) that such contract commenced prior to the date of your first audition in front of the Program judges. By accepting an invitation to be a participant, you must timely complete and return such participant agreements, releases and all exhibits, schedules and attachments thereto that will be furnished to you by Producer and/or the 19 Companies.

6. You must not currently be a candidate for elected office and must agree not to become a candidate for elected office until one (1) year after the initial exhibition of the final episode of the Program in which you appear (if selected to participate).

7. As of June 1, 2020 and continuing through the completion of the Competition, neither you nor any of your immediate family members or members of your household (whether related or not), may be an employee, officer or director (excluding interns or other short-term independent contractors) of: (a) Industrial Media Inc. and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Recording Services, Inc., 19 Recordings Limited, 19 TV Limited, 19 Recordings, Inc., and 19 Publishing, Inc.) (collectively, the “**19 Companies**”); (b) American Idol Productions, Inc. (“**Producer**”); (c) American Broadcasting Companies, Inc. (“**ABC**”); (d) FremantleMedia North America, Inc. (“**Fremantle**”); (e) Telescope Inc.; (f) any of the foregoing entities’ respective parents, subsidiaries or affiliated companies (including, without limitation, The Walt Disney Company and its affiliates); (g) any person or entity directly involved in the casting, auditions, development, production, distribution, or other exploitation of the Program or any variation thereof; (h) Zoom Video Communication, Inc.; (i) any known, major sponsor of the Program; or (j) any person or entity supplying services or prizes to the Program. The entities described in the preceding sentence shall be referred to herein, individually and collectively, as the “**Program Entities**.”

8. You must accurately complete all documents provided by Producer, any of the other Program Entities or any other entity providing services to the Program.

Please note that in order to enjoy the full benefit of any prize offered as part of the Program, you must be a legal U.S. resident with the unrestricted right to work in the United States or have employment authorization in the United States that permits you to work and fulfill any post show agreements provided by Producer or any of the other Program Entities.

Producer has the sole discretion to make determinations of contestant eligibility, which are binding and final in all respects, and Producer reserves the right to change any of the eligibility requirements at any time.

In addition, you acknowledge and agree that Producer has the sole discretion at any time to render ineligible and disqualify any person who, in Producer's sole discretion, is sufficiently acquainted with the development, production, administration, judging, exhibition or other exploitation of the Program such that his or her participation in the Program could create the appearance of impropriety.

## **B. Audition Video Submission Requirements.**

### **1. General Requirements.**

- (a) You may submit ONLY ONE (1) Audition Video on the Online Audition Website.
- (b) Audition Videos should be submitted to the Online Audition Website at <https://fmna.etribetz.com/ag/fmna/ai4abc/welcome.html> between 6:00 p.m. PT on April 7, 2020, and 11:59 p.m. PT on October 28, 2020. Follow the onscreen prompts to upload your Audition Video. Audition Videos will NOT be accepted after 11:59 p.m. PT on October 28, 2020.
- (c) You (or your parent or legal guardian if you are a Minor) must have Internet access during the Video Submission Period and sign up as the User on the Online Audition Website. There is no charge to become a User on the site.
- (d) The Audition Video MUST be submitted by a registered User at least eighteen (18) years of age (either you or, if you are a Minor, by your parent or legal guardian).
- (e) Your Audition Video must comply with the requirements of this Section B. Any Audition Video that, in Producer's discretion, does not comply with the requirements of this Section B may be excluded in Producer's sole discretion.
- (f) Your Audition Video submission will not be complete until you have accepted these Terms and Conditions and the Privacy Policy (available at [https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/\\_res/ai4abc\\_privacypolicy.pdf](https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/_res/ai4abc_privacypolicy.pdf)).
- (g) Producer reserves the right to determine, in its sole discretion, if you are eligible to participate in the Competition. Producer may, at its sole and absolute discretion, select any eligible person to advance to any round of the auditions and/or the Competition, regardless of whether the eligible person has attended any of the audition cities or auditioned in any other manner available (e.g., Live Auditions, Social Media Auditions, Bus Tour, etc.).
- (h) Your conduct on the Online Audition Website shall also be governed by Terms of Use available at <https://fmna.etribetz.com/ag/fmna/ai4abc/welcome.html>. In the event of a discrepancy between these Terms and Conditions and the Online Auditions Terms of Use, these Terms and Conditions shall control.
- (i) Producer reserves the right in its sole discretion to modify or change the eligibility requirements hereunder from time to time and such modifications will be effective upon posting to the Online Audition Website. Producer reserves the right in its sole discretion to allow any eligible person to participate in the Competition regardless of how, when, and/or whether they participated in the audition process.

### **2. Audition Video Content**

- (a) Audition Videos must conform to the requirements of these Terms and Conditions, as well as the Online Auditions Terms of Use posted at <https://fmna.etribetz.com/ag/fmna/ai4abc/welcome.html>, and the Privacy Policy available at [https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/\\_res/ai4abc\\_privacypolicy.pdf](https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/_res/ai4abc_privacypolicy.pdf).

assets.s3.amazonaws.com/res/resources/\_res/ai4abc\_privacypolicy.pdf. These Terms and Conditions, the Online Auditions Terms of Use, and the Privacy Policy may be amended from time to time.

- (b) Your performance may be a cappella or with your own musical accompaniment (*e.g.*, you playing a guitar or piano, etc.).
- (c) Your performance may be accompanied by a backing track.
- (d) Your performance must NOT contain any post-production voice effects or enhancements or be digitally enhanced or distorted.
- (e) On the Online Audition Website, you must answer a series of questions (video and text) and then record your singing performance or upload your video.
- (f) Audition Videos may be recorded at the time of the audition or you may upload a pre-existing video that meets the Audition Video Submission Requirements.
- (g) Your Audition Video must NOT include any person other than you.
- (h) Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
- (i) Audition Videos must NOT include mention or feature any uncleared copyrighted material, including but not limited to songs, music, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
- (j) Audition Videos must NOT contain derogatory references to the Program Entities (as defined in Section A.6 above).

C. Selection. If you are selected to progress in the audition process or to participate in the Competition, you may be required to provide or arrange for your own travel to a location selected by Producer in its sole discretion. If you are selected to advance further in the audition process or to participate in the American Idol® Competition, and if you will be under 18 years of age on the day you are asked to report to Producer's selected location, your parent and/or legal guardian MUST accompany you. In addition, your parent and/or legal guardian must bring a government-issued photo ID (for example, a driver's license). 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). More information will be available at <https://fmna.etribez.com/ag/fmna/ai4abc/welcomeOnsite.html>.

D. Further Documentation. In the event Producer chooses you to participate 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, without limitation, a Contestant Agreement, Personal Release and Arbitration Provisions (the "**Release**"). In addition, you (as well as parents and/or legal guardians in the case of Minor contestants) may be required to complete an extensive background questionnaire, and may be subject to a thorough background investigation and other examinations, at Producer's discretion. If you are a Minor, both you and your parents and/or legal guardians must sign each of the forms. If you are a Minor and will be accompanied by a guardian appointed by your parent or legal guardian, you must have the Release signed by your parents and/or legal guardians with authority to sign on your behalf, and bring the signed and completed and Release with you to the location. In addition, if you are a Minor accompanied by a guardian appointed by your parent or legal guardian, you will need to have a Guardianship and Medical Authorization form completed and NOTARIZED by both your parents/legal guardians and the appointed guardian, which you will be required to bring with you to the location. This form is available at: <https://fmna.etribez.com/ag/fmna/ai4abc/welcomeOnsite.html>. If Producer chooses you to participate in the Competition, and you advance to a certain point in the Competition (with such point being subject to Producer's discretion and subject to change at any time), you will be required to sign an option agreement for a recording contract, songwriting contract, talent management contract (if applicable), live stage/touring contract, agency live performance booking agreement (if applicable) and

merchandising/endorsement contract (subject to Sections A.4. and A.5. above). Your family and/or guests should be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. 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 REMOVED FROM THE AUDITION PROCESS.

E. Exclusions: Producer reserves the right to exclude, in its sole and absolute discretion, any individual from the audition process for any reason or for no reason at all, including without limitation, violation of any portion of these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change these Terms and Conditions at any time, with or without notice. BEING CHOSEN TO AUDITION AT ANY LEVEL IN THE PROCESS DOES NOT ENSURE THAT YOU WILL BE SELECTED TO FURTHER AUDITION OR TO PARTICIPATE IN THE COMPETITION.

F. License. You shall retain all ownership rights in your Audition Video. By submitting the Audition Video, you hereby grant to Producer, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable license 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, throughout the universe in perpetuity, including, without limitation, in connection with (i) the Program, including, without limitation, motion pictures, television and publishing, and in connection with the advertising (including at physical locations), sale, promotion, publicity, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof (including without limitation in connection with Program advertisers and/or sponsors and any of their respective products, integrations and/or services) and of any and all ancillary and subsidiary rights, and redistributing part or all of the Program (and derivative works thereof). Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form; and (ii) the business of Producer and/or ABC and Producer and/or ABC's network of Internet websites, 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 Producer and/or ABC may distribute 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 Producer and/or any Program 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-telecast, 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.

I further grant Producer and ABC and their respective parents, subsidiaries, related entities or affiliates, successors, licensees and assigns the irrevocable right (but not the obligation) to and to license others to film, tape and/or photograph, record, exhibit, edit and otherwise use my name, voice, sounds, image, likeness and biographical information in and in connection with the Program in any manner in Producer's sole election and discretion, including in connection with advertising (including at physical locations), sale, promotion, programming and publicity materials, marketing, merchandising, distribution, publicizing and

any and all other types of exploitation of the Program or any part thereof (including, without limitation, in connection with commercial tie-ins, Program advertisers and/or sponsors and any of their respective products, integrations and/or services) throughout the universe, in any and all media, now known or hereafter devised, in perpetuity (collectively, the "**Rights**") I also grant to Producer, ABC, any of their respective parent, subsidiary, related entities or affiliates, sponsors of the Program, the Rights for the institutional purposes of Producer and ABC and/or their respective affiliated entities, throughout the world, in any and all media, now known or hereafter devised, in perpetuity. I understand that any use as described herein shall not entitle me to receive any compensation whatsoever.

**Producer has no obligation to review your Audition Video or to use your Audition Video in any manner whatsoever. Producer has the right, but not the obligation to use any of the rights granted by you herein.**

G. **Representations and Warranties / Indemnification.** You represent and warrant: (i) you are the copyright owner of the Audition Video; (ii) the Audition Video is your own original work; (iii) the Audition Video is wholly original with you and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the Audition Video neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (v) the Audition Video does not and will not violate any applicable laws, and meets the Audition Video Submission Requirements set forth in Section B above. Audition Videos must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, music, copyrighted photos and the like. You will, upon request, furnish to Producer any documentation, substantiation, and releases necessary and reasonably required for all copyrighted material, music, identifiable third parties, identifiable 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 you cannot provide all required releases, Producer reserves the right, in its sole discretion, to discard or remove your Audition Video, or seek to secure the releases and clearances for the benefit of Producer and/or the Program Entities, or may allow the applicable Audition Video to be utilized. Additionally, you represent and warrant that you will not acquire any trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of Producer or any other Program Entities. Each Program Entities specifically reserves its respective right to protect its intellectual property against any infringement or other illegal or improper use. You agree to indemnify and hold harmless the Program Entities, and each of them, 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 you hereunder.

H. **Conditions of Participation.** This Online Audition is subject to all applicable federal, state, and local laws. You hereby: (a) agree that Program Entities shall have no liability whatsoever for, and shall be held harmless by you 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 Online Audition or any related activity; (b) release the Program Entities and their respective 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 Online Audition and from injuries or damages arising in connection with or relating to participation in this Online Audition; and (c) waive any right to claim ambiguity in the Online Audition Terms of Use or these Terms and Conditions. Producer and ABC reserve the right to modify the Terms of Use and/or these Terms and Conditions, remove suspect Audition Videos, and/or cancel, terminate or suspend any portion of this Online Audition at any time and for any reason (or no reason at all) in their absolute discretion. Producer reserves the right to exclude, in its 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 Program rules, violation of any of the Terms of Use or these Terms and Conditions, or tampering with the entry process or the

audition process. Producer also reserves the right to change the Program rules and procedures at any time. Being chosen to audition at any level in the process does NOT ensure that you will be selected to further audition or to participate in the Competition.

- I. Privacy Policy. Any personal information supplied by you to this Online Audition, Producer or ABC will be subject to the Privacy Policy available at [https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/\\_res/ai4abc\\_privacypolicy.pdf](https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/_res/ai4abc_privacypolicy.pdf) By participating in the Online Audition, you grant the Program Entities permission to share your email address and any other personally identifiable information with the other Program Entities for the purpose of this Online Audition and/or the production of the Program.
- J. Nature of Relationship / Waiver of Equitable Relief. You understand and acknowledge that the Program Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own respective employees. You acknowledge 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. You acknowledge and agree that you will not be entitled to any compensation as a result of the use by the Program Entities of any such similar or identical material. You acknowledge and agree that the Program 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. You acknowledge that, with respect to any claim by you relating to or arising out of the actual or alleged exploitation or use of any Audition Video or other material submitted in connection with the Online Audition by any Program Entities, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition Video or the Program or any other production based on or allegedly based on the Audition Video or the Program, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- K. Important: Please Read General Release and Limitations on Liability. By participating in this Online Audition, you agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Online Audition, 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 Online Audition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will you be permitted to obtain any award for, and you hereby knowingly and expressly waive 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. You acknowledge and agree that the Program 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 submissions or for failure to receive or review submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Program Entities or otherwise, that may limit a participant's ability to participate in this Online Audition; (ii) incorrect or inaccurate information whether caused by Internet users, or by any equipment or programming associated with or utilized in connection with this Online Audition and the Program Entities 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 Online Audition (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) any claim by you for defamation or portrayal in a false light. Program Entities assume no responsibility for any damage to your computer system, which is occasioned by accessing the Online Audition Website, or participating in this

Online Audition, or for any computer system, phone line, hardware, software or program 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 exclude any participant that violates the Audition Video Submission Requirements, tampers with the Audition Video process or operation of the Online Audition or acts in an unsportsmanlike or disruptive manner, with intent to threaten, abuse or harass any other person, or for any other reason as Producer may decide in its sole discretion. If, for any reason, this Online Audition is not capable of operating 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, corrupt or affect the administration, security, integrity or proper conduct of this Online Audition, Producer reserves the right, at their absolute discretion, to close the Audition Video Submission Period at any time, cancel, terminate, modify or suspend this Online Audition.

L. 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 ONLINE AUDITION OR IN CONNECTION WITH ANY AUDITION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE ONLINE AUDITIONS, 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 OR 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 PROGRAM 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 ONLINE AUDITION. 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 OR MEMBERS OF YOUR ACT. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**MEDIATION & ARBITRATION; LIMITATION OF REMEDIES:** THE PROGRAM ENTITIES AND YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO YOUR APPEARANCE ON OR PARTICIPATION IN AND IN CONNECTION WITH THE ONLINE AUDITION, AMERICAN IDOL® AND/OR THIS AGREEMENT CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO 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, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), 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, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY 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.

I AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY ME OR ANY OTHER CLAIM BROUGHT BY ME SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL I BE ENTITLED TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES. I AGREE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PROGRAM ENTITIES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, IN NO EVENT SHALL I BE ENTITLED TO SEEK OR RECOVER INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANT ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING, OR TO RESCIND THIS AGREEMENT. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT EITHER PARTY ANY REMEDIES TO ANY DISPUTE THAT HAVE BEEN WAIVED PURSUANT TO THIS PARAGRAPH. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF THE INTELLECTUAL PROPERTY RIGHTS OF PROGRAM ENTITIES, WOULD CAUSE PRODUCER, PROGRAM ENTITIES IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER, PROGRAM ENTITIES SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

YOU AND EACH PROGRAM ENTITIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. FURTHER, UNLESS PRODUCER AGREES, THE MEDIATOR AND/OR ARBITRATOR MAY NOT CONSOLIDATE OTHER PERSONS' CLAIMS WITH

YOURS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, MULTI-CLAIMANT OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE REST OF THIS AGREEMENT, INCLUDING THE PROVISIONS GOVERNING WHERE ACTIONS AGAINST PROGRAM ENTITIES MUST BE PURSUED, WILL REMAIN IN EFFECT.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS ONLINE AUDITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.