

## AMERICAN IDOL SEASON 5

### Eligibility Requirements.

1. You must be born on or between June 2, 1992 and September 15, 2006. If you were born before or after this window, you are not eligible to participate on the fifth season of the television program currently entitled American Idol, which is intended to initially air on the ABC television network (the “**Program**”).
2. You must be a legal U.S. resident and must be authorized to participate in the entire competition portion of the Program and throughout the term of any post-show agreements provided by Producer (as defined below) 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 portion of the Program, 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 placed first in the competition.
4. To accept an invitation to participate in the competition portion of the Program (currently scheduled to begin in December 2021), 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 or any of the other Program Entities (as defined below), 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 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, 2021 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) any known, major sponsor of the Program; or (i) 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 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 and related employment 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.