



SEASON 5

GENERAL AUDITION INFORMATION AND FREQUENTLY ASKED QUESTIONS

Auditioning for American Idol® on ABC (the “Program”) is now easier than ever. If you meet the Eligibility Requirements set forth below, you can audition for Season 5 in a variety of ways, including Online Audition portal, by posting a Social Media Audition Video to your preferred platform (i.e., Instagram, Facebook, TikTok or Twitter), uploading an audition video to the American Idol® or virtually attending one of our “Idol Across America” video chat, virtual auditions via Zoom (the “Virtual Auditions”). Be sure to check www.americanidol.com/auditions and/or the American Idol mobile app for the most up-to-date audition methods, schedules and information. **You must be 15 or older as of September 15, 2021 to audition – please see the full eligibility requirements below.**

If you plan to attend the Virtual Auditions via live video chat through ZOOM, please carefully read the: 1) Eligibility Requirements; 2) Registration Process and Instructions; 3) Overview of the Audition Process and Frequently Asked Questions; 4) Registration & Audition Checklist; and 5) General Conditions that follow the Eligibility Requirements below.

For more information on the American Idol® Online Auditions, check out <https://fmna.tribez.com/ag/fmna/ai5abc/welcome.html> or the American Idol mobile app.

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 this season.
2. You must be a legal U.S. resident and be authorized to participate in the entire competition portion 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), such as 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 show 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 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 19 Entertainment Limited 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 must agree to promptly disclose the existence of such agreement to Producer (as defined below) and the 19 Companies (as defined below) (or an affiliate or designee), provide material details of said agreement and/or provide a copy of such agreement upon the request of the 19 Companies (or an affiliate) and you must agree not to extend the existing term of such agreement. 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 Entertainment Limited.

6. You must not currently be a candidate for public office and must agree not to become a candidate for public 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 in order to enjoy the full benefit of any recording agreement prize offered as part of the Program, you must be a legal U.S. resident with either 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 and related employment.

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.

- **Producer reserves the right to allow any eligible person to participate in the American Idol® competition regardless of where, how, and/or whether they participated in the audition process.**

REGISTRATION PROCESS

How to Register: Online Registration and General Notes

Online Registration

You can register online prior to the day of your Virtual Audition by accessing our website, <https://fmna.tribez.com/ag/fmna/ai5abc/welcomeOnsite.html>. This pre-registration process will be open approximately one (1) week before the first Virtual Audition. Please follow all of the instructions provided on the website to make sure you registered properly. If you registered online successfully, you will receive an e-mail

confirmation containing a Zoom Meeting link (the “Virtual Audition Link”) and confirmation of the date and time for your Virtual Audition. Each link will be unique to the applicable date and time for which you have registered. You may ONLY attend ONE (1) Virtual Audition per each set of states (e.g., you may only register once for the Delaware, Florida and Ohio group of states). You may, however, register for more than one (1) registration date. If you register for more than one (1) Virtual Audition, you will receive a separate Virtual Audition Link specific to each applicable audition. You do not need to be a resident of or physically present in the location for which you choose to register. Only those who have successfully registered and received a Virtual Audition Link will be permitted into the Virtual Audition room. You do not need a Zoom account in order to register or participate in Virtual Auditions if you are using a laptop or desktop computer. An account is required if using a mobile phone or tablet. To sign up for a Zoom account, you will need to download the Zoom software from <https://zoom.us/freesignup/> and agree to the Zoom Terms and Conditions. You may sign up for the free version of the Zoom account but data rates may apply to the download and use of the software during your audition. If you are under 16 years old, a parent or legal guardian must download the Zoom software and, if required, register for an account.

Day of Virtual Audition Registration

You may also register on the day of the Virtual Audition. If you choose to register on the day of your Virtual Audition, a day of registration link will be posted via the American Idol mobile app and official Twitter and Instagram accounts: @americanidol. You must complete all online registration information and documents prior to being admitted into the Virtual Audition waiting room for your audition.

Remember, if you wait until late in the day you will be one of the last people and we may run out of space or time to accommodate you. Once you have checked in/registered, you will be queued in a Virtual Audition waiting room, where you will wait your turn to audition. A producer will admit you into your Virtual Audition room when it is your turn to audition.

General Notes About Registration

Registration does NOT guarantee you the opportunity to audition. All information concerning registration and Virtual Audition locations, dates and times is tentative at this time. Continue to check our website DAILY at <https://fmna.etrabez.com/ag/fmna/ai5abc/welcomeOnsite.html> or the American Idol mobile app for the most up-to-date registration times and other important information and to see if there is any new information. There will be updated information for each audition date as we get closer to the audition date for that location. Tentative audition locations are listed below. **ALL LOCATIONS, DATES AND TIMES ARE ALL SUBJECT TO CHANGE.** You will not be admitted to a Virtual Audition waiting room, prior to your scheduled time.

Personal Release

Each individual auditioning for American Idol® is required to sign a Personal Release prior to his or her audition. You can obtain the Personal Release form from our website at <https://fmna.etrabez.com/ag/fmna/ai5abc/welcomeOnsite.html>. You must submit the completed and SIGNED Personal Release BEFORE you will be admitted into your Virtual Audition.

If you are a minor, you and your parent or legal guardian MUST sign the Personal Release form as well and. If you attend the audition with an appointed guardian who does not have the authority to sign on your behalf, you MUST have the Personal Release signed by your parents and/or legal guardians and bring the signed form with you to the audition. Please see **Auditioners Under 18 Years of Age** below for further information.

Auditioners Under 18 Years of Age

If you are under 18 years of age on the day of your auditions, a parent and/or legal guardian MUST be present for your Virtual Audition.

Exclusions

Producers reserve the right to 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 terms and conditions, or tampering with the application process or the audition process. We also reserve the right to change the terms and conditions 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.

TENTATIVE AUDITION VIRTUAL LOCATIONS AND AUDITION DATES

*YOU MAY SIGN UP FOR ANY AUDITION DATE AND NOT JUST THE DATE FOR THE STATE IN WHICH YOU RESIDE, PROVIDED THAT YOU MAY NOT SIGN UP MORE THAN ONCE PER AUDITION DATE.

ALL LOCATIONS, AND DATES ARE SUBJECT TO CHANGE

AUDITION DATES

August 6, 2021

Georgia
North Carolina
South Carolina

August 8, 2021

Connecticut
New Jersey
New York

August 11, 2021

Kansas
Nebraska
North Dakota
Oklahoma
South Dakota
Texas

August 13, 2021

Florida
Michigan
Virginia
West Virginia

August 16, 2021

Alabama
Arkansas
Louisiana
Mississippi

August 18, 2021

Indiana
Kentucky
Tennessee

August 21, 2021

Alaska
California
Hawaii
Nevada

August 23, 2021

Idaho
Montana
Oregon
Washington
Wyoming

August 25, 2021

Illinois
Iowa
Minnesota
Missouri
Wisconsin

August 27, 2021

National Open Call

August 31, 2021

Arizona
Colorado
New Mexico
Utah

September 2, 2021

Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

September 8, 2021

Delaware
Maryland
Ohio
Pennsylvania
Washington D.C.

Please check, www.americanidol.com/auditions/ and/or the American Idol mobile app for the most up to date audition information.

OVERVIEW OF THE AUDITION PROCESS AND FREQUENTLY ASKED QUESTIONS

Do I need a Zoom account to participate?

You will need to download the Zoom app (www.zoom.us, Apple App Store or Google Play Store) and set up a free account on any of the following devices:

- Mobile phone
- Tablet

You do not need to download the Zoom app when using the following devices (but it is highly recommended):

- Laptop computer
- Desktop computer

If you are under 18, a parent or legal guardian should download and register for Zoom, if necessary.

What equipment do I need to participate?

You will need a computer, phone or tablet with an internet connection capable of running the Zoom software. Data rates may apply for downloading and using Zoom, including the duration of your audition and any waiting time on your Virtual Audition date.

Will my audition be recorded?

Yes! All auditions are recorded and may be used in any manner, like promoting the American Idol on the show website, Instagram, Twitter, Facebook and TikTok accounts, or in the show itself.

When should I click my Virtual Audition Link for my audition?

When you register for a Virtual Audition, you will select an audition location and window of time. If all time windows for a date have been filled, you may select just the date, which means you need to remain available during all Virtual Audition windows that day. You can click the Virtual Audition Link at the start of your Virtual Audition time window if you registered for a time window that day. If you did not register for a time window, you should click the link as early as the beginning of the Virtual Audition day. You will then be in an online waiting room until you are admitted into the Virtual Audition room, where you will see one (1) or more producers for whom you will audition.

Keep in mind that there is no guarantee that you will be admitted for a Virtual Audition room regardless of whether or not you have registered. Producers reserve the right to audition people out of order of their scheduled time.

How long will I have to wait until it is my turn to audition?

Producer will do their best to get to each auditioner during their scheduled time slot, but you should plan to keep the entire day open in case of technical issues or other delays.

What should I wear for my audition?

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.

Where should I set up for my Virtual Audition?

While it is not required, for the health and safety of all auditioners, we ask that you audition from your home, in a room of your choice, or in your own backyard, but preferably where you have a strong internet connection. Please be sure you have removed any artwork, photos, or other decorations from the walls in the background so they are not seen on camera. No matter the location you select for your Virtual Audition please be sure you are following all local orders, regulations and restrictions relating to the COVID-19 pandemic.

What should I sing at the auditions?

Be prepared to sing a song of your choice either a *cappella* (without music) or with your own instrumental accompaniment (e.g., a guitar). You should be prepared to sing at least two or possibly three songs. If you are called back to audition further, you may be asked again to sing two songs a *cappella*, one of which may or may not be from a list that will be provided to you by the Producer at that time. The other song, if requested by Producer, may be a song of your choice. All rules and procedures are subject to change at Producer's sole and absolute discretion.

Will I be singing for the celebrity American Idol Judges?

You will NOT be singing for our American Idol celebrity judges for this round of auditions. This audition is with one or more of our American Idol Producers.

What happens after my Virtual Audition?

After you sing you will be given feedback by the producers. Regardless of the feedback, you may not find out if you are advancing to the step of the audition process until a later time. After the producers have provided you with feedback, your Virtual Audition will be concluded and you should select "Leave Meeting" and close your Virtual Audition.

Will everyone with a Virtual Audition Link have the opportunity to audition?

This will depend on how many people “show up” for the Virtual Auditions. Although we would love to audition everyone who registers, it may be impossible given time constraints built into our schedule. There is no guarantee that everyone who registers and signs into a Virtual Audition waiting room will be given the opportunity to audition. If time is running short, Producer may select people to audition (regardless of their scheduled audition window) based on performing ability, style, personality and other factors, at Producer’s sole discretion.

Are auditions by appointment?

Virtual Auditions are by advance registration and selection of a Virtual Audition window of time and/or Virtual Audition date if all windows of time have been filled or day-of registration. All those auditioning in each virtual location will be provided a Virtual Audition Link to join the Virtual Audition during their scheduled window of time or date, as applicable. Producer may, at its sole and absolute discretion, select any eligible person to advance further in the audition process and/or participate in the American Idol® competition regardless of whether the eligible person has attended a Virtual Audition or auditioned in any other manner available (e.g., social media auditions, online auditions, live auditions).

Can I audition in person for the Idol Across America auditions?

Unfortunately, there will not be any in-person auditions this season. With the unpredictability of the current COVID-19 pandemic, for the time being, we will only be hosting LIVE Virtual Auditions to keep YOU and our American Idol team as safe as possible.

Am I allowed to have other people in the room with me?

You should be the only person in the room for your Virtual Audition unless you are under 18 years old on the date of your audition. However, you may have one (1) person in the room with you to provide accompaniment for your audition, with a musical instrument (e.g., piano or guitar). **If someone is providing accompaniment, please be sure you are following the latest CDC guidelines and you MUST adhere to federal, state and local social distancing orders in effect.** Additionally, if you are under 18 years of age, your parent, or legal guardian MUST be in the room with you (see **“Does my parent or legal guardian need to be present if I’m under 18?”** and **“What if my parent or legal guardian is not available on audition day?”** for more information). Anyone else present in the room for your Virtual Audition must also sign an appearance release. If the household member providing musical accompaniment is under 18, their parent or legal guardian must also be present.

Do you charge for the auditions?

No. All auditions are free. You just need an internet connection and a device with a camera and microphone capable of running Zoom. **THERE IS NO CHARGE FOR ANY AUDITION. IF SOMEONE APPROACHES YOU TRYING TO BUY OR SELL ACCESS TO ANY AUDITION, PLEASE ADVISE A MEMBER OF PRODUCER’S STAFF IMMEDIATELY.**

Can I audition in more than one Virtual Audition?

You may ONLY attend ONE (1) Virtual Audition per each set of virtual audition locations. **Audition dates are subject to change or cancellation at any time, please check the website for the most current information.** You can also audition for American Idol® via Social Media Auditions, or the Online Auditions, for which further information is available at <https://fmna.etrize.com/ag/fmna/ai5abc/welcomeOnsite.html> and on the American Idol mobile app.

Can I use a musical instrument for my Virtual Audition?

You may use a musical instrument (e.g., a guitar, keyboard or piano) during the Virtual Auditions. Use of musical instruments may or may not be allowed later in the audition process. You may, of course, use it privately during your free time.

If I have a manager for anything entertainment-related, a music publishing or songwriting agreement, or a contract for my performing services, can I still audition?

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 show 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 and an exclusive management contract.

However, 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 19 Entertainment Limited 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 must agree to promptly disclose the existence of such agreement to Producer and the 19 Companies (or an affiliate or designee), provide material details of said agreement and/or provide a copy of such agreement upon the request of the 19 Companies (or an affiliate) and you must agree not to extend the existing term of such agreement. 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 Entertainment Limited.

For more details on eligibility, please review the Eligibility Requirements available at this link:

https://ez-env-mtus1-assets.s3.amazonaws.com/res/resources/res/ai5abc_EligibilityRequirements.pdf

What if my Virtual Audition Link does not work?

There may be technical difficulties during any of the Virtual Auditions. Producer will have a virtual network technician available to help trouble shoot connectivity issues, but may not be able to resolve all technical issues. Producer is not responsible for any technical problems, connectivity issues, malfunctions, glitches, irregularities, or other conditions or circumstances of any kind that may prevent, restrict, delay or otherwise interfere with your ability to participate in Virtual Auditions. However, if you are not able to audition due to technical issues, you may register for an additional Virtual Audition.

Does my parent or legal guardian need to be in the room with me if I'm under 18?

If you are under 18, a parent or legal guardian, who is 21 years of age or older, MUST be with you at all times.

What other paperwork do I need to fill out?

In order to participate in the auditions, you will be required to fill out, sign and agree to all of the terms and conditions of Producer's required forms. Some of the forms will be available on our website at <https://fmna.etribez.com/ag/fmna/ai5abc/welcomeOnsite.html>. Your family should also be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. If you advance to the competition, you may be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including a music publishing contract, recording contract and/or merchandising contract. You 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. Your Virtual Audition will not be confirmed until all necessary forms are completed and uploaded. **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 AND/OR THE PROGRAM, EVEN IF ALREADY SELECTED TO COMPETE.**

GENERAL CONDITIONS

By participating, those wishing to audition for the Program agree to be bound by these terms and conditions and the decisions of the Producer, the voting audience, and the panel of judges, which shall be final and binding. Your audition submission and/or registration and participation in one or more Virtual Auditions, and the presence of your friends, family members, and anyone else appearing with you in such submission and/or participation, constitutes your and their consent and agreement and the right Producer and its successors, licensees and assigns the irrevocable right (but not the obligation, with or without my knowledge) to film, tape and/or photograph, record, exhibit, edit and otherwise use my and/or their appearance, name, likeness, voice, conversation, sounds and biographical data on or in connection with the Program in any manner in Producer's sole election and sole discretion, which use shall not entitle you nor others appearing or contributing in any way to receive any compensation whatsoever. You and/or they agree that Producer is the sole owner of all the results and proceeds of such film, tape and/or photography and recording and your and/or their appearance thereon, including, without limitation, as a "work made for hire" under U.S. copyright law as part of a motion picture or other audiovisual work, with the right for Producer and Producer's successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof of your and/or their name, voice, likeness, and biographical material and

editorial comments concerning you and/or them, in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television and publishing, and in connection with the advertising (including at physical locations), sale, promotion, publication, 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). Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form. **IF YOU AND/OR YOUR FAMILY MEMBERS, OR ANYONE ELSE IN YOUR HOME FOR YOUR VIRTUAL AUDITION, DO NOT WISH TO BE PHOTOGRAPHED, OR DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT REGISTER FOR AND ATTEND THE VIRTUAL AUDITIONS.** Your and/or their participation at the Virtual Audition will be conclusively deemed to be a waiver of any and all claims for invasion of privacy, defamation, etc. All federal, state and local laws apply. **Audition dates and locations are subject to change.** American Idol Productions, Inc., FremantleMedia North America, Inc., ABC Television Network, owned by American Broadcasting Companies, Inc., 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.), Telescope, Inc., production personnel for the television program, participating television stations, sponsors, advertising agencies or any person or entity connected with the production, administration or judging of the auditions or the program, or any of their respective parent companies, affiliates, subsidiaries, successors and assigns, and the respective officers, directors, employees, agents, contractors, partners, shareholders, attorneys, representatives and members of each of the foregoing entities are not responsible for and shall not be liable for: i) any failed computer or audio equipment, internet connection or other technical difficulties, or the inability, for any reason, of any person to appear at an audition site or to audition or appear before the judging panels; ii) any injuries, losses or damages of any kind in and in connection with the preparation for and participation in any audition(s), being present at the audition locations, participating in the auditioning process or being selected to or excluded from continuing in the auditioning process and/or participating in the *American Idol*[®] competition; or iii) any printing, typographical or technological errors in any materials associated with the auditioning process.

Important: Please Read General Release and Limitations on Liability. By participating in the Virtual Audition, you hereby knowingly and expressly waive all rights to seek, punitive, incidental or consequential damages and/or any other damages, 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 Virtual 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 Virtual 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; or (iii) any injury or damage resulting from participation in the Virtual 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). Program Entities assume no responsibility for any damage to your computer system, which is occasioned by participating in this Virtual 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 Virtual Audition requirements, tampers with the Virtual Audition process or operation of the Virtual 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 Virtual 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 Virtual Audition at any time, cancel, terminate, modify or suspend this Virtual Audition.

THE PROGRAM ENTITIES AND YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO YOUR AUDITION(S) FOR, APPEARANCE ON, OR PARTICIPATION IN AND IN CONNECTION WITH THE AMERICAN IDOL[®] COMPETITION AND/OR THIS AGREEMENT CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS, THE PARTIES

AGREE TO ENDEAVOR FIRST TO RESOLVE THE MATTERS BY MEDIATION CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES BEFORE COMMENCING ANY PROCEEDINGS PERMITTED UNDER THIS PARAGRAPH. IF ANY SUCH MATTER IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THEN THE PARTIES AGREE THAT IT SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION CONDUCTED IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, THROUGH ITS LOS ANGELES, CALIFORNIA OFFICE. YOU AND EACH PRODUCER ENTITY 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 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 COMPANY MUST BE PURSUED, WILL REMAIN IN EFFECT.