

# **YOUR OWN SHOW!**

## **HOW TO APPLY**

I. Complete the application and bring it with you to an Open Casting Call.

**- OR -**

II. Complete the application and upload your submission video of no longer than three (3) minutes to Oprah.com. All video submissions must be uploaded by Saturday, June 26<sup>th</sup> 2010.

## **APPLICATION RULES/PROCEDURES**

- Only one (1) person can apply to compete to have Your OWN Show (i.e., no teams may apply).
- Your uploaded submission video will become the property of Producer and OWN for use in any manner in all media in perpetuity throughout the universe, regardless of whether or not you are selected as a participant in the show.
- If you choose to apply online and upload your video, the top five (5) vote getters online (as determined pursuant and subject to the terms and conditions of the “Your OWN Show” Online Contest Rules) will be entered into the pool of finalists considered for the show AND at least one (1) of the top five (5) vote getters will be cast in the show.
- Producer and OWN will choose the pool of finalists from both the online applicants and the open casting call applicants; provided, however the actual number of finalists chosen from each source of applicants will be in Producer’s and OWN’s sole discretion.

## **PARTICIPANT APPLICATION & ELIGIBILITY REQUIREMENTS**

### **ELIGIBILITY REQUIREMENTS**

This is an application for consideration to be a participant on a reality competition television series currently entitled "Your OWN Show!" (*working title*) (the "Program") being produced by Jean Worldwide, Inc. ("Producer") and intended to be initially broadcast on OWN: The Oprah Winfrey Network ("OWN"). On the Program participants will compete for the opportunity to have their own talk show on OWN. The following eligibility requirements MUST be met in order to proceed with the application process:

- I. You must be a legal resident of the fifty (50) United States or the District of Columbia with the unrestricted right to work for any U.S. employer. Proof of such eligibility must be provided in a form acceptable to the Producer.
- II. You must be at least 21 years of age at the time of the application.
- III. You must be in good physical and mental health. All applicants who believe they meet this criterion, including persons with disabilities, are welcome and encouraged to apply to be a participant.
- IV. You must not now be an elected official or a candidate for public office and must agree not to become a candidate for public office until one (1) year after the initial broadcast of the last episode of the Program in which you appear, if selected as a participant.
- V. If selected as a finalist, you must timely and fully complete a longer application that includes a Background Questionnaire Form and authorization to obtain background information from third parties, as well as a Participant Release Agreement, among other agreements. Producer will provide the longer applications to potential interviewees.
- VI. Any offer to become a participant may be conditioned upon, among other things, your submission to physical and psychological examinations to be conducted in Los Angeles, CA, 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. Additionally, any offer to become a participant is conditioned upon your timely completion and return to Producer of the Participant Agreement Package that will be furnished to you by Producer and will include, among other things, a Participant Release Agreement including release forms and waivers for review and signature by you and your family members.
- VII. You must be willing to travel to Los Angeles, CA, for up to twelve (12) days in July 2010 (or as otherwise scheduled by Producer) for the final selection process. Pre-approved economy travel (roundtrip to and from Los Angeles, CA, and your home in the United States) and food & lodging to be provided and paid for by Producer.
- VIII. You may not be a participant on the Program if your participation would create impropriety or the appearance of impropriety. Neither you nor any of your immediate family members or anyone living in your household may be or have been within the past two (2) years employees, officers, directors or agents of any of the following: (a) Producer, any entity owned or controlled by or affiliated with Mark Burnett, One Three, Inc., any of their respective affiliated or related entities, OWN: Oprah Winfrey Network ("OWN"), Discovery Communications, LLC or any of their respective parent, subsidiary or affiliated entities (including without limitation Harpo, Inc.) or any exhibitor or affiliate of OWN; (b) any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (c) Any sponsor of the Program or its advertising agency; or (d) Any person or entity supplying services or prizes to the Program. Immediate family members include any spouse, domestic partner or spousal equivalent, mother, father, daughter, son, sister, brother, or roommate or any of the preceding persons that may be categorized as "half-" or "step-" relatives. In addition, Producer reserves the right to render ineligible any person who Producer determines, in its sole discretion, is sufficiently

connected with the production, administration, judging, or distribution of the Program such that his or her participation in the Program could create the appearance of impropriety.

- IX. If you are selected as a participant, you must be willing to travel to and reside at one (1) or more undisclosed locations in the United States for up to six (6) weeks in August/September/October, 2010 (or as otherwise scheduled by Producer). Economy travel to be paid by Producer.
- X. You must not currently be a party to any pre-existing contractual obligations with any third party that would prevent you from participating in the Program, prevent Producer and OWN from exploiting any and all rights granted by you (if chosen) in connection with the exploitation of the Program and/or prevent you from entering into a talent hold agreement with OWN.
- XI. You must not currently be signed to a hosting or talent holding deal with a television network/channel, production company or other television related entity.
- XII. You must **not** have been convicted of a felony.
- XIII. Producer reserves the right in its sole discretion to change or amend any or all of the eligibility requirements set forth above at any time.

**YOUR OWN SHOW!**  
**PARTICIPANT APPLICATION**

Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone #'s:      Home: \_\_\_\_\_ Cell: \_\_\_\_\_

                    Work: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

I am a legal resident of the United States.      YES / NO      (circle one)

School(s) Attended & Degree(s) Complete: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why did you choose that school and degree program? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation/Place of Employment/Yearly Salary: \_\_\_\_\_

\_\_\_\_\_

Describe any other interesting jobs you've held? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What is your dream job? Why aren't you doing it or are you? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been fired from a job(s)? Explain. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Where did you grow up and how did it influence you? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe your high school experience. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How important is religion in your life? Explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What's the most important lesson you've ever learned? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was your favorite game as a child? as an adult? Why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide an example that shows your level of competitiveness. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you react when you lose? \_\_\_\_\_  
\_\_\_\_\_

How do you react when you win? \_\_\_\_\_  
\_\_\_\_\_

Describe the most important person in your life. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe your relationship status. \_\_\_\_\_  
\_\_\_\_\_

If applicable, please list your children's names and ages. \_\_\_\_\_  
\_\_\_\_\_

How are you different now than you were five years ago? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How are you different now than you were ten years ago? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe your most embarrassing moment or experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe your most disappointing moment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would someone who really knows you describe your **best** qualities? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would someone who really knows you describe your **worst** qualities? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What does success mean to you? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What types of people intimidate you? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you blow off steam? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was the last unusual, exciting or spontaneous outing **you** instigated? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe yourself in one sentence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any organizations or clubs you belong to: \_\_\_\_\_  
\_\_\_\_\_

List any special talents/interesting hobbies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Favorite TV show: \_\_\_\_\_ Favorite movie: \_\_\_\_\_

Favorite book: \_\_\_\_\_ Favorite magazine: \_\_\_\_\_

Favorite celeb: \_\_\_\_\_ Favorite athlete: \_\_\_\_\_

SIZES: DRESS: \_\_\_\_\_ SHIRT: \_\_\_\_\_ PANTS: \_\_\_\_\_ SHOE: \_\_\_\_\_

RING: \_\_\_\_\_ HAT: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

Are you or have you ever been a member of SAG or AFTRA or any related entertainment union and/or guild? If so, please explain:

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Are you or have you ever been a professional performer in any film or television program?

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List all TV/film appearances and dates: \_\_\_\_\_

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What other reality/game TV shows have you been on? Provide dates of broadcast \_\_\_\_\_

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List any other reality/game TV shows that are currently considering you: \_\_\_\_\_

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List any/all websites you have ever appeared on, currently or in the past (e.g. Facebook, MySpace, Twitter, personal website, etc.): \_\_\_\_\_

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List your 3 closest friends/family members that we could call as character references, name & phone #(s):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

If chosen to be on the program, is there any person or part of your life that you would prefer NOT to share on camera? (i.e. social organizations, activities, personal history, friends, family, etc.) YES / NO (circle one)  
If so, explain.

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What is the closest airport to your home? \_\_\_\_\_

Are you available to commit up to **6 weeks** if necessary in **Aug/Sept/Oct 2010**? \_\_\_\_\_

Describe the show you want to host on OWN? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why do you think you'd make a good host? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why do you think you'll win? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What do you bring that is completely unique? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List below the names of any immediate family members or anyone living in your household (including any spouse, domestic partner or spousal equivalent, mother, father, daughter, son, sister, brother, or roommate or any of the preceding persons that may be categorized as "half-" or "step-" relatives) who currently are or have been within the past two (2) years, employees, officers, directors or agents of any of the following (if none, please write "None"):

(a) Jean Worldwide, Inc., any entity owned or controlled by Mark Burnett, One Three, Inc., or any of their respective affiliated or related entities; or

(b) OWN: The Oprah Winfrey Network ("OWN"), or any of its parent, subsidiary or affiliated entities, including without limitation, Discovery Communications, LLC and Harpo, Inc.

\_\_\_\_\_  
\_\_\_\_\_

List below, to the best of your knowledge, any individual you know who is now, or has been in the past year, an employee, agent or representative of any of the following (if none, please write "None"):

(a) Jean Worldwide, Inc., any entity owned or controlled by Mark Burnett, One Three, Inc., or any of their respective affiliated or related entities;

(b) OWN: The Oprah Winfrey Network ("OWN"), or any of its parent, subsidiary or affiliated entities, including without limitation, Discovery Communications, LLC and Harpo, Inc.

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE ANSWER EACH QUESTION HONESTLY**

Have you ever hit anyone in anger or self-defense? YES / NO (circle one) If so, explain.

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Are you now, or have you ever seen a therapist, psychologist or psychiatrist? YES / NO (circle one)  
If so, explain.

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Have you ever been treated for any serious physical illness or any mental illness(es) or had any serious injuries? YES / NO (circle one) If so, explain.

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Do you regularly take any prescription medication? YES / NO (circle one) If so, explain.

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Do you have any allergies? YES / NO (circle one) If so, explain.

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Do you have any physical conditions, special needs, or fears that we should know about? YES / NO (circle one) If so, explain.

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Have you ever been detained, arrested or had a restraining order placed against you, either as a juvenile or an adult? YES / NO (circle one)

If so, please explain and indicate the city/state, month/year, charge and outcome (dismissal, conviction, etc.) for all incidents.

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Have you ever been charged with a felony or a violent offense, either as a juvenile or an adult? YES / NO (circle one)

If so, explain and indicate the city/state, month/year, charge and outcome (dismissal, conviction, etc.) for all incidents.

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Have you ever been convicted of a felony or a violent offense, either as a juvenile or an adult?  
YES / NO (circle one)

If so, explain and indicate the city/state, month/year, charge and outcome (dismissal, conviction, etc.) for all incidents.

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Have you ever been party to any civil court proceedings? YES / NO (circle one)

If so, explain and indicate the city/state, month/year, and outcome (verdict, dismissal, settlement, etc.) for all court proceedings.

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**Please read, sign and date the following statement:**

I hereby acknowledge that (i) I have read, and I meet and agree to be bound by the Eligibility Requirements; (ii) I have answered the previous questions in the Participant Application honestly and accurately; (iii) I am giving Producer the express permission to contact any individual or organization which I have listed in the Participant Application as a reference for information about me; (iv) if any of the above information is found to be false or incomplete, I understand this will be grounds for my dismissal from the Program's participant selection process and/or from the Program itself, if selected; (v) even if I meet the Eligibility Requirements, Producer is not obligated to interview me and/or select me as a participant; (vi) even if I am selected as a participant, Producer is not obligated to actually produce the Program and OWN is not obligated to actually broadcast it, even if produced and (vii) all decisions by Producer concerning the selection of the participants are final and not subject to challenge or appeal and (viii) I am not entitled to any compensation whatsoever for completing this application or for participating in this selection process.

APPLICANT:

\_\_\_\_\_  
Signature

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print Name

## NAME AND LIKENESS RELEASE

Please sign and date the following name and likeness release:

By submitting this application I hereby consent to the recording, use and reuse by Jean Worldwide, Inc. ("Producer") and OWN: The Oprah Winfrey Network ("OWN") and any of their respective licensees, assigns, parents, subsidiaries, affiliated or related entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my image, voice, actions, likeness, name, appearance, and biographical materials and/or any other information contained in my Participant Application (collectively "Likeness") in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the reality-based television series being produced by Producer currently entitled "Your OWN Show" (*working title*) (the "Program") or any other production. I agree that Releasees 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 Producer exclusively owns all right, title and interest in and to any and all recordings of my Likeness as set forth herein, as well as any casting or audition video(s) or photographs that I have provided in connection with my application to be a participant on the Program and any other material provided by me in connection with the Program (collectively, the "Materials") and all rights therein and thereto, including without limitation all rights of copyright (and all renewals, extensions and restorations thereof) and the right to use the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity. The Materials may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by the Releasees in their sole discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated. I further agree that Releasees may use my Likeness and Materials in connection with any promotion, publicity, marketing or advertisement for the Program or for any of the Releasees in any manner whatsoever. I grant the rights hereunder whether or not I am ultimately selected to be a participant in the Program. I hereby unconditionally and forever release the Releasees from any and all liability arising out of any of their respective use of my Likeness and/or the Materials and I agree not to make any claim against the Releasees as a result of the recording or use of my Likeness and/or the Materials (including without limitation claims based upon invasion of rights of privacy and/or publicity, defamation and/or false/negative light claims). I acknowledge and agree that in no event will I be entitled to rescind or terminate the rights granted herein or to seek to enjoin or interfere in any fashion with the development, production, distribution, broadcast or other use or exploitation of the Program, any ancillary and derivative rights in connection therewith, or any audio or video recordings made in connection with the application process for the Program, including without limitation my online video submission and/or open casting call video (if any and as applicable).

This release agreement is deemed entered into in Los Angeles County, California, and is governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this release agreement and I acknowledge that I have not executed this release agreement in reliance on any such promise, representation or warranty not contained herein. Any waiver by Producer of any term of this release agreement in a particular instance will not operate as a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this release agreement must in no way affect the validity or enforceability of any of the remainder of this release agreement.

I have signed this release on \_\_\_\_\_, 2010

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

Print Name: \_\_\_\_\_

**YOUR OWN SHOW!  
ONLINE APPLICATION**

**VOLUNTARY PARTICIPATION AGREEMENT**

I, \_\_\_\_\_ desire to voluntarily participate in interviews and auditions (the "Activity") for "Your OWN Show" (the "Program"). In connection with my participation in the Activity, I acknowledge, represent, warrant and agree as follows:

(1) I am 21 years of age or older.

(2) I represent and warrant that I am in good health and that I have no medical, physical or emotional condition that might interfere with my engaging in the Activity.

(3) I represent and warrant that I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity.

(4) I will follow all rules made and directions given by Jean Worldwide, Inc. ("Producer") and OWN: The Oprah Winfrey Network ("OWN") in connection with the Activity.

(5) Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the Activity or to include the Activity or my participation in the Activity in the Program. I understand that I will not be paid any money or given any other consideration for giving Producer the rights listed in this Agreement or for signing this Agreement.

(6) MY PARTICIPATION IN THE ACTIVITY IS AT MY OWN RISK. I RELEASE PRODUCER, OWN, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED AND RELATED ENTITIES, LICENSEES, SUCCESSORS, AND ASSIGNS (INCLUDING WITHOUT LIMITATION DISCOVERY COMMUNICATIONS, LLC AND HARPO, INC.), AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PRODUCER OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANYONE ELSE CONNECTED WITH THE PROGRAM. I AGREE TO DEFEND AND INDEMNIFY PRODUCER, OWN, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED AND RELATED ENTITIES, LICENSEES, SUCCESSORS, AND ASSIGNS (INCLUDING WITHOUT LIMITATION DISCOVERY COMMUNICATIONS, LLC AND HARPO, INC.), AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY. IN NO EVENT SHALL I BE PERMITTED TO PREVENT OR INHIBIT THE EXHIBITION, DISTRIBUTION, BROADCAST OR OTHER USE OR EXPLOITATION OF ANY AUDIO OR VIDEO RECORDINGS MADE ON OR OF THE ACTIVITY.

(7) I understand that it is a federal offense, unless disclosed to Producer prior to broadcast, if any, to:

- (a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, including OWN and Harpo Inc., or any representative of Producer any portion of my compensation or anything else of value to arrange my appearance on the Program.
- (b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.

(8) Without limiting the foregoing in any manner, I acknowledge and agree that I shall not at any time use any of Producer's or OWN's names, logos, trade names or trademarks (including, but not limited to, any entity owned or controlled by or affiliated with Mark Burnett, OWN: The Oprah Winfrey Network, Oprah Winfrey, Oprah, and the title of the Program), or those of any related companies, in connection with any kind of advertising and promotion, publicity, merchandise, tie-in, product or service.

(9) I understand and agree that any material I provide to Producer (including, without limitation, videotapes, photographs, etc.) shall remain the sole property of Producer including any other information contained in my Participant Application. I further understand and agree that even if I am not selected for any further consideration as a participant on the Program, Producer shall nevertheless have the right to use my name, voice, likeness, appearance, biographical information, any information or material provided by me to Producer, and any motion or still pictures or recordings Producer takes of me, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby release Producer from any and claims, actions, damages, liabilities, losses, costs and expenses arising out of or resulting from Producer exercise of its rights under this paragraph.

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Address)

## SUBMITTED MATERIALS RELEASE

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

Jean Worldwide, Inc. (“**Producer**”)  
640 North Sepulveda Blvd.  
Los Angeles, California 90049  
Attn: Your OWN Show – Casting

Ladies & Gentlemen:

I would like to be considered as a participant on your reality-based competition television series currently entitled “Your OWN Show” (“**Series**”). Accordingly, I desire to submit to you material, including without limitation an audition video, information contained in my Participant Application and any other material that I provide or may provide in connection with the Series (herein called “**Submitted Material**”), owned and/or controlled by me so as to offer you the opportunity to decide whether you want to consider me to be a participant (“**Participant**”) on the Series, and with respect to your possible use of the Submitted Material in the television, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth herein, you would not agree to accept for consideration or review the Submitted Material. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree to the following (“**Agreement**”):

1. I acknowledge and agree that, if you select me for further consideration in the Participant selection process, I will complete and execute further agreements requested by Producer or Series distributors, (collectively “**Participant Agreements**”). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, you will not consider me as a possible Participant for the Series and (b) you are accepting my Submitted Material in reliance on my completion and execution of the Participant Agreements.

2. I shall not receive any compensation or credit for submitting the Submitted Material to you and understand that you may view the Submitted Material.

3. I hereby grant to Producer, One Three, Inc. (“**OTI**”), OWN: The Oprah Winfrey Network (“**OWN**”), and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees (including without limitation Discovery Communications, LLC and Harpo, Inc.), and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing, as well as any television network, television stations and other media exhibitors that exhibit or have the right to exhibit the Series (collectively “**Releasees**”) the perpetual, irrevocable right and license to distribute, broadcast, and otherwise exploit the Submitted Material, gratis, throughout the universe, in any and all manners, formats and media, whether now known or hereafter devised, in and in connection with the Series or otherwise, including, without limitation, the non-exclusive, fully paid, universal license to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submitted Material, or any portion thereof, in any media now known or hereafter devised including, without limitation, the Series. I authorize the Releasees, and any entities affiliated, related or in privity with Releasees, to utilize on a non-exclusive basis, throughout the universe, in perpetuity and in any manner they see fit, the Submitted Material (including without limitation use in advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Series, all allied ancillary and subsidiary rights therein and thereto, or any other use of the Series in all media now known or hereafter devised), and to make derivative works from such materials. I agree that such use shall be freely assignable by Releasees and that Releasees and their respective assignees and licensees shall have no obligations whatsoever to me (including without limitation no obligation to make any payments to me or to obtain my approval). I hereby grant Releasees permission to and Releasees shall have the right and sole

discretion to edit, alter, modify or change any part of the Submitted Material for any reason in connection with Releasees (or Releasees' assignee's or licensee's) use thereof. It is hereby understood and agreed that the licenses granted in this paragraph shall be exclusive to Releasees from the date hereof through and until six (6) months after the initial broadcast of the final episode of the cycle of the Series for which I would like to be considered as a Participant (regardless of whether Releasees select me to be a Participant on the Series) and non-exclusive thereafter.

4. I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Releasees and/or Releasees' affiliated or related entities from other sources. Such identity or similarity in the past has given rise to litigation so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider or post the Submitted Material. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, including without limitation Releasees' parent, subsidiary, affiliated and related entities and their respective officers, directors, shareholders, employees, contractors, agents, representatives, broadcasters, distributors, licensees, assigns, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to Releasees to examine the Submitted Material and to consider me for selection as a Participant, I represent, warrant and agree, as follows:

a. I acknowledge that the Submitted Material is submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Releasees and me by reason of such submission or otherwise. Nothing in this Agreement, or the submission of the Submitted Material, shall be deemed to place Releasees in any worse position than any member of the public with respect to the Submitted Material. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Material that could be freely used by any member of the public may be used by Releasees without liability to me or any other party claiming from or through me.

b. I understand and agree that Releasees' use of material similar to or identical with the Submitted Material or containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate Releasees to negotiate with me nor entitle me to any compensation or other entitlement if Releasees determine that Releasees have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to Releasees).

5. I represent and warrant that the description provided above is true and accurate and that (i) I either solely own the Submitted Material, free of any lien or encumbrance, or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use the Submitted Material in connection with the Series or otherwise, in any and all media, now known or hereafter devised, through the universe in perpetuity, and that I have all production, distribution and/or exploitation rights in and to the Submitted Material, including without limitation all rights to the likenesses, names, voices and biographical information incorporated in the Submitted Material, any locations, any artwork, any logos or other intellectual property, and any and all other elements or content in the Submitted Material; (ii) it is original with me and not based on any other material or source; (iii) the use and exploitation thereof will not violate or infringe any third party rights; and (iv) I have the right to submit and to offer such material to Releasees without obligation to any third party, and the consent of no other person or entity is required for Releasees to fully exploit the Submitted Material as provided herein. I further represent that I am the sole copyright owner in all music and scoring incorporated in the Submitted Material as set forth herein or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use all music and scoring incorporated therein. I further represent and warrant that I will not assert, maintain or assist other persons in asserting or maintaining against Releasees or Releasees' related and affiliated entities, successors, assignees and licensees any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Submitted Materials, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Submitted Materials in the Series or in other productions. I further represent and warrant that I am competent to agree to all of the provisions in this agreement.

6. I agree that no obligation of any kind is assumed by Releasees or may be implied against Releasees (including, without limitation, any obligation to pay money) by reason of Releasees' receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have. Without limiting the foregoing, I specifically acknowledge and agree that (a) I do not and will not under any circumstances have or assert any so-called "idea submission" or similar claim against Releasees, and (b) Releasees are free to use (i.e., Releasees will not owe me any money or other obligation for using) any portion of the Submitted Material.

7. I agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or controversies arising under or relating to this release or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this release, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series, shall be resolved by binding arbitration conducted in accordance with the applicable rules of JAMS or its successor ("JAMS"), through its Los Angeles, California office. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from JAMS' panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this paragraph. I agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. Notwithstanding the foregoing, I agree that nothing in this paragraph or in any of the applicable rules of JAMS, shall prevent Producer, or its assignees from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision pursuant to California Code of Procedure section 1281.8 and any successor or similar statute. In any and all other respects, the Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. I further acknowledge that the business realities of reality competition television productions, including the Series, create special circumstances for which Releasees must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. For example, a participant's premature or threatened disclosure in violation of the confidentiality provisions of this Agreement or the subsequently executed Participant Release Agreement (if applicable) could result in a reduction of audience interest or other diminution in the value of the Series or Releasees' rights hereunder, which would cause Releasees irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. Accordingly, I hereby expressly agree that Releasees shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement and/or the Participant Release Agreement (if applicable). Notwithstanding the foregoing, in no event will I be entitled to seek to enjoin or restrain the development, production, distribution and/or other exploitation of the Series or any other program, pilot or series developed, produced, distributed and/or otherwise exploited in any fashion by the Releasees.

8. I assume full responsibility for any loss of the Submitted Material for any reason including, without limitation, whether it is destroyed in connection with electronic submission (if permitted), mailed submission or otherwise. Releasees shall have no obligation to read or consider the Submitted Material or to return the Submitted Material to me.

9. I hereby release Releasees to the maximum extent allowed by law of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by or through me or on my behalf (even

though I realize that such might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) that Releasees have used or appropriated the Submitted Material. I am aware of the existence of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding this provision, this Agreement shall constitute a full, final, and complete release, accord and satisfaction of each and every claim released hereunder that I have or may have, at any time, against Releasees. To the maximum extent permitted by law, I knowingly and voluntarily waive the provisions of section 1542 of the California Civil Code, as well as any other statute, law or rule of similar effect of any other jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this Agreement. I represent that I understand and acknowledge the significance and consequence of the releases I have made herein and of my waiver of any rights I may have under section 1542 of the California Civil Code and any other similar statutes, laws and rules. Without limiting the foregoing, I further expressly waive and release all rights to seek and/or obtain injunctive or other equitable relief (including rescission hereof) against Releasees, in connection with this Agreement and any exploitation of the Submitted Material and in connection with any other material, whether or not in whole or part identical with or similar to the Submitted Material.

10. I agree to defend (at indemnitees' option) and indemnify Releasees and hold Releasees harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys' fees and costs and punitive damages) caused by or arising out of Releasees' use of the Submitted Material or any rights granted by me herein in any manner, or as a result of any breach or alleged breach of any of my representations, warranties or agreements herein, including, but not limited to, those set forth in Paragraph 5, above.

11. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain in full force and effect.

12. This Agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement. "I," "me" and "my" refers to the party submitting the material, and any individual who may be competing for the benefit of such party, to Releasees.

14. "Releasees" refers to Producer, OTI, OWN, and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees (including without limitation Discovery Communications, LLC and Harpo, Inc.), and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing. Releasees may freely assign, in whole or in part, Releasees' rights hereunder.

15. This Agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein by residents of California (but not its conflict of laws principles).

Dated: \_\_\_\_\_, 2010 \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Social Security Number)