

APPLYING TO BE A CONTESTANT ON JINGLES

There are two ways to apply for JINGLES; 1) **ATTEND AN OPEN CALL - OR - 2) SUBMIT A TAPE BY 5/30**

1) **ATTEND AN OPEN CALL:**

Your entire team (1, 2, or 3 members) must each complete the Application Packet and all attend an Open Call (from the list below) where you will submit the completed Application Packet and should be prepared to perform 2 original jingles composed by one or more of the team members (30 to 60 seconds each) based on the Jingle Guidelines below. Your performances should be MEMORABLE, SPECTACULAR and UNIQUE. Think of it as performing a live commercial so do whatever you need to do to **SELL YOUR PRODUCT** and let your team's CREATIVY and SHOWMANSHIP shine. Jingles must be family-friendly and cannot mention or feature any trademarked name or copyrighted material and no team member should wear any clothing with visible trademarks or logos. And all members of your team must appear and participate in the performance. Most importantly, arrive early; only the first 100 teams are guaranteed to audition.

JINGLE GUIDELINES:

PREPARE AT LEAST ONE JINGLE FROM THIS CATEGORY OF FICTIONAL PRODUCTS:

-Grease Away Dish Soap
-Mr. Morgan's Root Beer
-Sherry's Cherry Gum
-Friendship Air (airline)
-Blitz 5 Razor
-Cinnamon X Cereal
-Swift Cola
-Fruit It Up! (candy)

- AND -

PREPARE AT LEAST ONE PERSONAL JINGLE FROM THIS CATEGORY:

-Your Jingles Team
-Your Hometown
-Your Current Job or Past Job (do not mention your employer by name)
-A Pet
-A Family Member

OPEN CALL LOCATIONS/DATES

NEW YORK - WEDNESDAY, MAY 28TH

8:00 AM to 2:00 PM
BIRDLAND JAZZ CLUB
315 W. 44TH St, between 8th & 9th Ave., New York, NY 10036
Callbacks (if selected) - Thursday, May 29th

CHICAGO - FRIDAY, MAY 30TH

9:00 AM to 4:00 PM
THE APOLLO THEATER
2540 N. Lincoln Ave., Chicago, IL 60614
Callbacks (if selected) - Saturday, May 31st

NASHVILLE - MONDAY, JUNE 2ND

9:00 AM to 4:00 PM
THE MUSIC MILL
1710 Roy Acuff Place, Nashville, TN 37203
Callbacks (if selected) - Tuesday, June 3rd

AUSTIN - WEDNESDAY, JUNE 4TH

9:00 AM to 4:00 PM
CAP CITY COMEDY CLUB
8120 Research Blvd., Austin, TX 78758
Callbacks (if selected) - Thursday, June 5th

LOS ANGELES - SATURDAY, JUNE 7TH

9:00 AM to 4:00 PM
CBS STUDIO CENTER
4024 Radford Ave., Studio City, CA 91604
Callbacks (if selected) - Sunday, June 8th

2) SUBMIT A TAPE BY MAY 30, 2008:

If you cannot attend an Open Call then you can apply by submitting a completed Application Packet and tape per the Tape Guidelines below ("Video"). Your entire team (1, 2, or 3 members) must each complete the Application Packet and all be visible on the Video. Your Video should consist of your team performing one original jingle composed by one or more of the team members (30 to 60 seconds each) from either of the Jingle Categories below. Your performances should be MEMORABLE, SPECTACULAR and UNIQUE. Think of it as performing a live commercial so do whatever you need to do to SELL YOUR PRODUCT and let your team's CREATIVITY and SHOWMANSHIP shine. Jingles must be family-friendly and cannot mention or feature any trademarked name or copyrighted material and no team member should wear any clothing with visible trademarks or logos. And all members of your team must appear and participate in the performance.

JINGLE CATEGORIES:

PREPARE AT LEAST ONE JINGLE FROM THIS CATEGORY OF FICTIONAL PRODUCTS:

- | | |
|---------------------------|-----------------------|
| -Grease Away Dish Soap | -Blitz 5 Razor |
| -Mr. Morgan's Root Beer | -Cinnamon X Cereal |
| -Sherry's Cherry Gum | -Swift Cola |
| -Friendship Air (airline) | -Fruit It Up! (candy) |

- AND -

PREPARE AT LEAST ONE PERSONAL JINGLE FROM THIS CATEGORY:

- | | |
|--|------------------|
| -Your Jingles Team | -A Pet |
| -Your Hometown | -A Family Member |
| -Your Current Job or Past Job (do not mention your employer by name) | |

TAPE GUIDELINES: the Video must meet the following requirements:

Contents: include your team performing one original jingle composed by one or more of the team members (30 to 60 seconds each) from each of the Jingle Categories above. Please shoot your Video in a team member's home and include only your team members. Your Video should only include the performance of your jingles, which should be original to, created and owned by one or more of your team members. Also, be sure your Video doesn't reference or feature any third party names, logos service marks, trademarks or trade names (including on the clothing worn by the team members appearing in the Video or in the background of your Video) and doesn't contain any commercial content promoting any product or service.

Format: You may submit the Video in DVD, mini-DVD, mini-DV or VHS formats only.

Applications will only be considered if they are complete and properly submitted pursuant to the Application Packet. Complete Applications consist of signed originals of the following documents by all members of your team and, if not attending an Open Call, the Video (collectively "Application Packet"):

- (1) Application Rules and Requirements
- (2) Applicant Questionnaire
- (3) Statement and Release
- (4) Submitted Materials Release

SUBMISSIONS WITHOUT EACH OF THESE SIGNED DOCUMENTS ARE INELIGIBLE FOR CONSIDERATION AND WILL NOT BE VIEWED.

Your completed Application Packet must be submitted by **May 30, 2008** subject to change in the Producer's sole discretion. Your completed and signed Application Packet must be sent with proper postage affixed or pre-paid shipping to: **Jingles, 149 S. Barrington Ave. #2,000, Los Angeles, CA 90049.**

JINGLES - APPLICATION PACKET

APPLICATION RULES AND REQUIREMENTS:

This application (together with the guidelines entitled 'Applying To Be a Contestant On Jingles' above is referred to herein as the "Application") is for participation as a member of a team (which may be comprised of one, two or three persons) in a reality-based competition television show currently entitled "Jingles" (the "Program") whose purpose is entertainment. Applicant, and each member of applicant's team (referred to herein as "you" and "your"), must satisfy all eligibility requirements and submission guidelines set forth herein in order for your Application to be considered by Producer (defined in Paragraph A.VIII below). Please carefully read this Application and only submit an Application if you meet all requirements and fully and completely agree to comply with all of the terms and conditions set forth herein.

- A. Eligibility Requirements: The following eligibility requirements must be met in order to proceed with the application process:
- I. You must be at least 18 years of age or the age of majority in the state in which you reside and a citizen or legal resident of the United States at the time of application.
 - II. You must follow the directions set forth in this Application. The Application and Video (defined below) (if applicable) will not be returned to you.
 - III. Applications MUST be written clearly or typed. Please do not include anything except the forms in the Application Packet as set forth below.
 - IV. You must be able to endure potential physical and mental challenges that may arise as a result of participation in the Program (as defined in Section VIII below). All applicants who believe they meet our criteria, including persons with disabilities, are welcome and encouraged to apply to be a participant.
 - V. You must not now be a candidate for public office and must agree not to become one until one year after initial broadcast of all programs in which you appear, if selected as a participant.
 - VI. If selected to take part in the interview process, you may be required to timely and fully complete a longer application that includes a Background Questionnaire Form and authorization to obtain background information from third parties, among other agreements, and to submit creative material(s) related to the Program in the form specified by the Producer in its sole discretion. If the Producer selects to include you in the interview process, you must be willing to travel at your own expense to one of the following cities closest to you for one or more interviews. The interview cities are based on number of submissions actually received and the Producer reserves the right to modify the number and locations of the interview cities at any time. The interview cities currently anticipated in the United States are: Los Angeles, CA; New York, NY; Nashville, TN; Chicago, IL; and Austin, TX.
 - VII. You must be willing to travel to Los Angeles, California for up to 8 days in June/July 2008 (or as otherwise scheduled by the Producer) for the final selection process. Pre-approved economy travel (roundtrip between Los Angeles, California and your principal place of residence) and food & lodging to be provided and paid for by the Producer.
 - VIII. Neither you nor any of your immediate family members or anyone living in your household may be or have been within the past two years employees, contractors, officers, directors or agents of any of the following: (a) Mark Burnett Game Shows, Inc. ("Producer"), Mark Burnett Productions ("MBP"), JMBP, Inc. ("JMBP"), CBS Broadcasting Inc. ("CBS"), or any entity related to or affiliated with Producer, MBP, JMBP, or CBS (including, without limitation, another Mark Burnett entity); (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. 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 in the Program, you must be willing to travel to and reside at one or more undisclosed locations in the United States for up to six (6) weeks in Summer/Fall 2008 (or as otherwise scheduled by the Producer). Economy travel to be paid for by the Producer.
- IV. The completed Application Packet all materials submitted at any time in connection with your application to participate in the Program will become the property of the Producer and will not be returned to you, whether or not you are selected as a participant. All dates and locations in this Application are subject to change in the Producer's sole discretion. You will be contacted only if the Producer is considering you as a potential participant in the Program. Any expenses that you may incur during the application process are your sole responsibility. By submitting your Application, you understand and agree that the Producer shall have the right to use your name, likeness and voice in the Program worldwide, in perpetuity, in all media, now known or hereafter discovered or developed, whether or not you are ultimately selected as a participant in the Program without additional review from, compensation to, or approval by you or any other party, except as prohibited by law. The Producer's decision not to enforce a specific provision of these Application Rules and Requirements does not constitute a waiver of that provision or of the Application Rules and Requirements generally. In addition, the Producer reserves the right to modify the Application Rules at any time and from time to time in the Producer's sole discretion.
- V. Producer, CBS and each of their parent, related and affiliated entities are not responsible for lost, late, incomplete, corrupted, stolen, misdirected or delayed Application submissions; any computer, telephone, wireless phone, cable, network, satellite, electronic, or Internet hardware or software malfunctions; unauthorized human intervention, or the incorrect or inaccurate capture of an Application submission or other information, or the failure to capture such information.

B. How to Apply:

- I. Applications will only be considered if they are complete and properly submitted pursuant to this Application. Complete Applications consist of the following:

Signed originals of the Application Packet and, if not attending an Open Call, the Video.

- II. The deadlines for submission: either -
If attending an Open Call, the deadline to submit your completed Application Packet is the Open Call date listed above that you attend (Open Call locations and dates and times subject to change in Producer's sole discretion).

OR

If submitting by mail, your completed Application Packet and Video must be received by May 30, 2008, subject to change in the Producer's sole discretion.

- III. The methods for submission: either -

Bring send your completed and signed Application Packet to one of the Open Calls listed above and perform the jingle(s) as directed by Producer.

OR

Mail your completed and signed Application Packet and Video with proper postage affixed or pre-paid shipping to: **Jingles, 149 S. Barrington Ave. #2,000, Los Angeles, CA 90049.**

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 Program eligibility requirements; (ii) I have answered all of the Producer's questions completely, honestly and accurately; (iii) if any of the submitted information is found to be false, I understand that this may be grounds for my dismissal from the Program participant selection process and/or from the Program, if selected, at the Producer's sole discretion; (iv) even if I meet the eligibility requirements, the Producer has no obligation to interview me and/or select me as a participant; (v) all decisions by the Producer concerning the selection of the participants is final and not subject to challenge or appeal; (vi) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and my participation in the Program, if selected; (vii) my voice, actions, and likeness may be recorded as a part of this Application and participant selection process, and I understand that the Producer may, but are in no way obligated to, actually use such recordings within the Program; (viii) all decisions by the Producer concerning selection of the participants are final and not subject to challenge or appeal; and (ix) the Producer has no obligation to return any materials submitted by me as part of the participant selection process whether or not I am selected as a participant, and the Producer may, but is in no way obligated to, use gratis any such materials in perpetuity, in and in connection with the Program, throughout the universe, in any and all media now known or hereafter devised, whether or not I am selected as a participant.

Signature: _____

Date: _____

Name (please type or print clearly): _____

JINGLES - Applicant Questionnaire

Name: _____

Teammate's Name(s) (if applicable): _____

Your Street Address: _____

City/State/Zip _____

Phone #'s: home: _____ cell: _____

work: _____ fax: _____

E-mail: _____

Birth date: _____ I am a legal resident of _____

Age: _____ Gender: M F Where did you grow up? _____

Occupation/place of employment: _____

School(s) Attended & Degree(s) Completed: _____

Circle any unions you are currently or have ever been a member of. SAG AFTRA AFM Equity

Please list any other unions you are a member of. _____

PRODUCTION USE ONLY - DO NOT WRITE IN THESE BOXES

CASTING NOTES

PRODUCER NOTES

What about appearing on "Jingles" appeals to you? _____

What experience do you have (if any) with writing jingles? _____

Why do you think you can write good jingles? _____

List any musical instruments you play and your skill level. _____

What are some of your favorite jingles you've heard? _____

What influences you creatively? _____

List any organizations or clubs you belong to. _____

List any awards or accolades you've received. _____

Describe your biggest accomplishment. _____

Describe your most disappointing moment. _____

List any special talents/hobbies. _____

How did you hear about "Jingles"? _____

PLEASE ANSWER EACH QUESTION HONESTLY

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

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

In the last five years, 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.

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

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

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

Have you ever been arrested? YES / NO (circle one) If so, explain (include date, city and state).

Have you ever had a temporary or permanent restraining order placed against you or has anyone sought a temporary or permanent restraining order against you? YES / NO (circle one) If so, explain (include date, city and state).

Have you ever been charged with a violent offense or a felony? YES / NO (circle one) If so, explain (include date, city and state).

Have you ever been convicted of a violent offense or a felony? YES / NO (circle one) If so, explain (include date, city and state)

Have you ever been party to a lawsuit? YES / NO (circle one) If so, explain.

PLEASE PRINT OUT ONE SHEET FOR EACH TEAMMATE - (IF APPLICABLE)

TEAMMATE INFORMATION - (Remember, this is for YOU to complete; NOT your teammate.)

Teammate's name/age: _____

How close do you live to your teammate? _____

Describe your working relationship. _____

What frustrates you the most about your teammate? _____

Describe the last big fight you had with your teammate? _____

How did you resolve it? _____

How are you **most** like your teammate? _____

How are you **least** like your teammate? _____

What is your most memorable experience together? _____

What is the worst experience you had together? _____

How often do you talk with your teammate? _____

STATEMENT AND RELEASE

PLEASE READ, SIGN AND DATE the following.

1. In consideration for my possible appearance in the reality-based competition television program currently entitled "Jingles" ("Program") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant Mark Burnett Game Shows, Inc. ("Producer") and each of its respective employees, contractors, agents, representatives, officers, directors, designees, licensees (including, without limitation, any television network and television station which exhibits the Program or which has the right to exhibit the Program), assignees and affiliated and related entities (collectively "Releasees") the following:

The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audiovisually and/or by audio means record me and/or my voice ("Likeness") by any method whatsoever in connection with the Program.

All rights of every kind and character whatsoever in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such footage, tapes, and/or recordings ("Statements"), and (iii) all of the results and proceeds thereof (collectively, [i], [ii] and [iii]) shall be referred to as the "Material". The Material shall be owned by Producer.

The irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose the Material, the Likeness and/or the Statements in any manner and to combine them with any other material. I understand, acknowledge and agree that Producer shall have no obligation to use any of the Materials and/or the Likeness and/or the Statements in or in connection with the Program without additional review from, compensation to, or approval by you or any other party, except as prohibited by law.

I grant the rights hereunder whether or not I am selected to participate as a contestant in the Program in any manner whatsoever. Without limiting paragraph 4 below, I release Releasees from any and all liability arising out of its use of the Likeness, Statements and/or the Materials and I agree not to make any claim against Releasees as a result of the recording or use the Likeness, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light).

2. I hereby represent and warrant that: (i) I have the right to grant the rights granted hereunder; (ii) I have the right to enter into this release; (iii) the consent of no other person, firm, corporation or labor organization is required to enable Producer to use the Material, Statements and the Likeness as described herein; (iv) Producer's use of the Material, Statements and Likeness hereunder will not violate the rights of any third party; (v) Producers shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Producer; (vi) I am 13 years of age or older and a citizen or legal resident of the United States; (vii) I have answered all application questions completely, honestly and accurately and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from the Program participant selection process and/or from the Program, if selected; (viii) I understand and agree Producer reserves the right to change any of the eligibility requirements at any time; (ix) I understand and agree all decisions by the Producer concerning the selection of the participants is final and not subject to challenge or appeal; and (x) neither I nor any of my immediate family members or anyone living in my household may be or has been within the past two (2) years employees, contractors, officers, directors or agents of any of the following: (a) Mark Burnett Game Shows, Inc. ("Producer"), Mark Burnett Productions ("MBP"), JMBP, Inc. ("JMBP"), CBS Broadcasting Inc. ("CBS"), or any entity related to or affiliated with Producer, MBP, JMBP, or CBS (including, without limitation, another Mark Burnett entity); (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. I acknowledge that Producers reserve 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.

3. Without the express prior written consent of Producer, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Program, including, without limitation, any information concerning or relating to the Program, the participants, the events contained in the Program or the outcome of the Program (collectively, "Confidential Information"). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Program, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the Program, and shall continue regardless of whether or not an episode of the Program has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Producer has instructed me to use the Confidential Information. I understand that my obligation to keep the Confidential Information confidential in accordance with the terms of this Agreement shall be in effect until three (3) years from the initial network broadcast of the final episode of the last cycle of the Program (regardless of whether or not I have appeared in the last cycle, a previous cycle, or no cycle at all).

4. To the maximum extent permitted by law, I hereby irrevocably and unconditionally release the Releasees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of my participation on or in connection with the Program, including, without limitation, any travel I undertake in connection with my participation in the Program, any exploitation, distribution, exhibition, advertising and/or promotion of the Program or my appearance on the Program, the failure of the Producer to select me as a participant, the cancellation of the Program, or the exercise by Producer or anyone else of any rights granted by me under this agreement, on any legal theory whatsoever (including without limitation personal injury, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, and loss of earnings or potential earnings).

5. Without limiting the foregoing, my remedies for any breach of this agreement by Producer or others will be limited to an action for damages and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief in connection with the production, distribution, exhibition, exploitation, advertising and/or promotion of the Program or the rights therein.

6. I acknowledge that there is a possibility that after my execution of this release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this release. I acknowledge and agree that by reason of this release, and the release of liability contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised 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 Section 1542 of the California Civil Code, this release shall constitute a full release of liability in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release and that without such waiver, Producer would not have accepted this release or my application.

7. **Governing Law.** This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California (but not its conflict of laws principles).

8. Dispute Resolution/Binding Arbitration. The parties hereby agree that any action, proceeding or litigation concerning this release or my appearance or participation in the Program 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. The parties agree that any and all disputes or controversies arising under or relating to this release or any of its terms, 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 Program, shall be resolved by binding arbitration by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), through its Los Angeles, California office. The parties agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties 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, the parties agree that nothing in this paragraph or in any of the applicable rules of the AAA, 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.

9. Without limiting the foregoing, any provision of this release that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. The Producer may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

10. In signing this Release, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as set forth herein. This Release shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Producer and me relating to the subject matter hereof. This Release sets forth the entire agreement between Producer and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

I have signed this STATEMENT and RELEASE on _____, 2008.
[Date]

Print Full Name: _____

Signature of Participant: _____

Date of Birth: _____

SUBMITTED MATERIALS RELEASE

Date: _____

"JINGLES" / TELEVISION PRODUCTION
c/o Mark Burnett Game Shows, Inc. ("Producer")

To Whom It May Concern:

I would like to be considered as a participant on your reality-based competition television series currently entitled "Jingles" ("Series"). Accordingly, I desire to submit to you material, including without limitation video, photographs, jingles, information contained in my written 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:

1. I acknowledge and agree that, if you elect me to be a finalist for consideration as a Participant (i.e., one of the individuals chosen by you as a result of their Submitted Material to be interviewed as a Participant) ("Finalist"), I will complete and execute a Long-Form Participant Agreement, Background Investigation Form, Confidentiality and Non-Disclosure Agreement, Release and Waiver-Agreement Not to Sue And Indemnification Agreement, and all other agreements requested by Producer or Series distributors, (collectively "Participant Agreements"). I acknowledge and agree that unless and until I execute such Participant Agreements, you will not consider me as a possible Participant for the Series, and that 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, its assignees, licensees (including without limitation any television network and television station which exhibits the Series or which has the right to exhibit the Series), assignees and affiliated and related entities (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, for eternity and in any manner you 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 you, and that you and your 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 you permission to and you 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 your (or your 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 months after the initial broadcast of the final episodes of the cycle of the Series for which I would like to be considered as a participant (regardless of whether you 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 you and/or your affiliates and/or your affiliated or related entities from other sources. Such identity or similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider or post the Submitted Material. The protection for you must be sufficiently broad to protect you, all related parties including, without limitation, your and their officers, directors, shareholders, employees, contractors,

agents, representatives, broadcasters, distributors, licensees, assigns, and all parties to whom you or they submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Therefore, all references to "you" shall include each and all of the foregoing related parties, pursuant to Paragraph 14 below. Accordingly, as a further inducement to you to examine the Submitted Material and to consider me as a Finalist, 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 you 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 you in any different position from any other member of the public with respect to the Submitted Material. Accordingly, any part of such material which could be freely used by any member of the public may be used by you without liability to me or any other party claiming from or through me.

b. I understand and agree that your 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 you to negotiate with me nor entitle me to any compensation or other entitlement if you determine that you 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 you); provided your determination with respect to such independent legal right shall be subject to the provisions of Paragraph 6 below.

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 you the right and/or to permit you 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 you without obligation to any third party and the consent of no other person or entity is required for you 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 you the right and/or to permit you 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 Producer or Producer's 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 Materials, including without limitation those grounded upon copyright or trademark infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Materials in the Program 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 or may be implied against you (including, without limitation, any obligation to pay money) by reason of your receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have, except pursuant to an express written agreement which may hereafter be executed by you, on the one hand, and me, on the other hand. Without limiting the foregoing, I specifically acknowledge and agree that (a) I do not and will not under any circumstances have any so-called "idea submission" or similar claim against you, and (b) you are free to use (i.e., you will not owe me any money or other obligation for using) any portion of the submitted material.

7. If there is any dispute arising out of this agreement, including the substance, validity, operation, or breach hereof (including, without limitation, if you should determine that you have the independent legal right to use material which, in whole or part, is similar to or identical with the Submitted Material without entering into a written agreement for compensation to me, and if you proceed to use the same and if I disagree with your determination), the dispute between us shall be determined solely by submitting such to arbitration in Los Angeles, California, before an arbiter mutually selected by the parties who is experienced in the field with respect to the use of material similar to the Submitted Material; or, if we cannot mutually agree, then such arbiter shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to me shall be limited to the fixing of compensation for your use of the Submitted Material, which shall bear a reasonable relation to compensation normally paid by you for similar material taking into account the relative stature of the owner or author of similar materials. Such award will provide for each

party, respectively, to bear its own costs of arbitration and attorneys' fees. The pendency of the arbitration, the proceedings, any evidence or other material, and the award shall be maintained and remain confidential, except that an award may be confirmed by a court of competent jurisdiction provided no award which has been fully satisfied within 14 days of its issuance may be so confirmed.

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. You shall have no obligation to read or consider the Submitted Material or to return the submitted material to me.

9. Except as otherwise provided in this agreement, I hereby release you 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 you have used or appropriated the Submitted Material. 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 you, 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 indemnify you and hold you harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys' fees and punitive damages) caused by or arising out of your use of the Submitted Material in any manner permitted by me herein, or as a result of any breach or alleged breach of any of my representations or warranties herein, including, but not limited to, those set forth in Paragraph 5, above.

11. I am not now, nor have been in the past, an employee or an independent contractor of Producer, JMBP, Inc. ("JMBP"), Mark Burnett Productions ("MBP"), CBS Broadcasting Inc. ("CBS"), or any of their parents, subsidiaries or affiliated or related entities. Nothing in the release or application process is intended to create an employment relationship between me and Producer, JMBP, MBP, or CBS, and I agree that by submitting an Application to be considered as a Participant, no such employment relationship is created or implied.

12. 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.

13. 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 you.

14. "You" and "your" refers to Producer, JMBP, MBP, CBS, and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing. You may freely assign, in whole or in part, your 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).

Very truly yours,

Signature: _____

Print Name: _____