

POWER OF 10 APPLICATION PACKAGE

The executive producer of **Who Wants To Be A Millionaire & The World Series of Pop Culture** is looking for contestants for Season 1 of a new, groundbreaking game show premiering on CBS this summer. Contestants will compete for **TEN MILLION DOLLARS** by predicting how Americans responded to polls on all things political and pop culture.

CONTESTANT INSTRUCTIONS

TO BE CONSIDERED AS A CONTESTANT, you will need to mail us an APPLICATION PACKAGE which includes the following pieces:

- SIGNED ELIGIBILITY REQUIREMENT FORM
- SIGNED RELEASE FORM
- SIGNED THIRD PARTY RELEASE AND AUTHORIZATION FORM
(if applicable to your video)
- COMPLETED CONTESTANT QUESTIONNAIRE FORM
- RECENT PHOTO OF YOURSELF
(with your name written on the back of the photo)
- 3-MINUTE HOME VIDEO

Mail your completed application package to the Contestant Department at:

POWER OF 10 CASTING
325 HUDSON STREET, SUITE 601
NEW YORK, NY 10013

PLEASE NOTE: Application Materials will NOT be returned.

POWER OF 10 ELIGIBILITY REQUIREMENT FORM

The following are the eligibility requirements for contestants (“Contestants”) on the television show currently entitled “Power of 10” (the “Program”), which is being produced by Pressure Productions, Inc. (“Producer”) for initial telecast on the CBS Television Network. In order to be selected as a Contestant on the Program, and to be eligible for any prize (“Prize”), you must meet the following eligibility requirements:

A. Employees, officers, directors and agents of Pressure Productions, Inc., Diplomatic, Embassy Row LLC, Sony Pictures Entertainment Inc., CBS Broadcasting Inc. (“CBS”), Rasmussen Reports Inc. and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of the same households (whether related or not) of such employees, officers, directors and agents are not eligible to be Contestants on the Program. In addition, any person closely acquainted with any person connected with the production or administration of the Program is not eligible, if in the Producer’s sole discretion, the person’s participation could create the appearance of impropriety.

B. Contestants must be at least 18 years of age at the time of application.

C. Contestants must be legal residents of the fifty (50) United States or the District of Columbia.

D. Contestants may not be candidates for public office and may not become candidates before the broadcast of their appearance on the Program, or until one year from the date of their taping of the Program.

E. Any persons who have appeared on the Program before as Contestants and whose appearances have been broadcast as part of the Program are not eligible to be Contestants again; provided, however, Producer reserves the right to invite back any Contestant(s) for specialty episodes of the Program at Producer’s sole discretion.

F. Producer reserves the right to change any of the eligibility requirements at any time and is the sole judge of the eligibility criteria.

Accepted and Agreed

signature

print name

date

POWER OF 10 RELEASE FORM

In connection with submitting the application to Producer for consideration for participation in the Program, you represent, warrant, and agree as follows:

- (i) you have read the application questions and have answered them honestly and accurately;
- (ii) if any information you provide to Producer is found to be false or incomplete, Producer shall have the right to:
 - (a) terminate its review of this application;
 - (b) dismiss you from the Contestant selection process;
 - (c) if selected as a Contestant, dismiss you from any episode of the Program; and/or
 - (d) if you have been awarded a Prize, revoke the Prize;
- (iii) even if you meet the eligibility requirements (see Eligibility Requirements above), Producer will have no obligation to interview you and/or select you as a Contestant;
- (iv) you shall not be entitled to any compensation whatsoever for completing this application or for participating in this selection process;
- (v) Producer may rely upon the information provided hereunder as it relates to the Contestant selection process and/or the development of the Program;
- (vi) Producer will have no obligation to use any information that you provide or to complete, distribute, exhibit or exploit the Program;
- (vii) your remedies for any breach of this agreement by Producer or others will be limited to an action for damages and in no event will you 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, Series or the rights therein. In connection with the foregoing releases, I hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code or by any similar law or provision of any jurisdiction throughout the world. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.";
- (viii) all decisions by Producer concerning selection of the Contestants shall be made in Producer's sole discretion, and all decisions are final and not subject to challenge or appeal;
- (ix) you will be submitting your own video and you may also be taped, filmed and/or otherwise recorded in connection with the Contestant selection process for the Program. Whether or not you are selected as a Contestant, Producer and its successors, licensees, and assigns shall have the absolute and irrevocable right (but not the obligation) to use your name, biographical data, video submission, picture and other reproductions of your physical likeness and voice (as the same may appear in any still camera photograph, any motion picture film or tape or otherwise) in and in connection with the exhibition, advertising and/or promotion of the Program, in all media in any manner, whether now known or hereafter devised, throughout the universe in perpetuity;

(x) you have the full right and authority to grant all rights granted herein without the consent of any third party, and Producer's exploitation of such rights and use of any materials submitted by you in connection herewith (including, but not limited to, this application and your video submission) as permitted hereunder will not infringe upon the rights of any third party;

(xi) Producer has no obligation to return to you or keep confidential any materials submitted as part of this application, whether or not you are selected as a Contestant;

(xii) you understand and acknowledge that your appearance on the Program does not fall under the jurisdiction of any SAG or AFTRA agreements (whether or not you may be a member of either such guild). Your appearance and participation in any aspect of the Program is not a performance, and you are not portraying any role or part or taking direction as a performer, but are appearing as yourself.

(xiii) if selected as a Contestant, you will sign and return a Contestant release, official game rules, and all other forms and releases required by Producer in its sole discretion;

(xiv) if selected as a Contestant, you may be disqualified at any time for any reason, including but not limited to failure to follow the rules, misrepresentations made in your application, violation of the law or any other reason; and

(xv) determination and awarding of a Prize, if any, may depend on whether the Program is telecast and shall be made in Producer's sole discretion, which decision is final and not subject to challenge or appeal.

(xvi) except as specifically authorized by Producer and CBS, you will not yourself, disclose to any party any information or trade secrets obtained or learned by you 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, for a period from the date of this agreement until three (3) years after the initial broadcast of the last episode of the Program (i.e., the last episode of the Program as a whole, as distinct from the set of episodes in which you may be included as a Contestant). Without limiting the foregoing in any way, you will not yourself, and you will not authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to the Program. You agree that disclosure by you in violation of the foregoing shall constitute and be treated as a material breach of this agreement and, in addition, shall cause you to pay Producer and CBS total liquidated damages in the amount of \$5,000,000 plus reasonable attorneys' fees (collectively, the "Liquidated Damages"). You understand and agree that it would be extremely difficult and impracticable under presently known facts and anticipated facts to ascertain and fix the actual damages that Producer and CBS would incur if you breach the terms of this paragraph. Accordingly, you agree that the payment of the Liquidated Damages as set forth above accurately reflects the damages that Producer and CBS would otherwise incur. You hereby expressly waive and relinquish any right which you may have to seek to characterize the Liquidated Damages hereunder as a penalty, and further agree that such Liquidated Damages represent a fair and reasonable estimate of the Producer's and CBS's actual damages if you breach the provisions of this paragraph;

(xvii) this agreement shall be deemed to be entered into in New York County, New York, and shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements executed and performed entirely within the State of New York. Subject to the arbitration provision below, any action, proceeding or litigation concerning this agreement or your appearance or participation in the Program may only be brought in New York County, New York, and you hereby agree that the courts of New York County, New York, shall have exclusive jurisdiction over you and the subject matter of any such proceeding.

(xviii) you agree that any and all disputes or controversies (regardless, by way of example only, whether such disputes or controversies are between Producer and/or the network or any other television network, on the one hand, and you, on the other hand; between another Contestant and you; or between you and the program host) arising under this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies relating to your appearance or participation in the program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) Producer and/or network, on

the one hand, and you, on the other hand, shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if the parties cannot agree on such arbitrator, Producer and/or network on the one hand, and you, on the other hand, shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall be a retired judge of a state or federal court. All arbitration proceedings shall be conducted under the auspices of the American Arbitration association, under its commercial arbitration rules, through its New York, New York office. You agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. You 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. Notwithstanding the foregoing, nothing in this paragraph or in any of the applicable rules of the AAA shall prevent the Producer or CBS from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision; and

(xiv) any provision of this agreement 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. This agreement along with the Eligibility Requirements, instructions and rules (as such instructions and rules are provided by Producer and may change from time to time at Producer's sole discretion), express the entire understanding between you and Producer and replaces any and all former and contemporaneous agreements, understandings or representations between you and the Producer and cannot be amended except by a written instrument signed by you and Producer. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both you and Producer. No waiver by Producer of any term or condition of this agreement will be construed as a waiver by Producer of any other term or condition; nor will any waiver by Producer of any default under this agreement be construed as a waiver by Producer of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Producer may freely assign, in whole or in part, any of their rights or obligations under this agreement. You may not assign your rights and obligations under this agreement.

Please indicate your agreement to the foregoing by signing in the space provided below.

Accepted and Agreed

signature

print name

date



THIRD PARTY RELEASE AND AUTHORIZATION FORM

DO NOT SIGN THIS UNTIL YOU HAVE READ IT

PROGRAM: "Power of 10"
PRODUCER: PRESSURE PRODUCTIONS, INC.

For valuable consideration, receipt of which is hereby acknowledged, I hereby irrevocably consent to the use of my voice, actions, likeness (actual or simulated), name, sobriquet, picture, photograph, silhouette, appearance, and any such photography, recordings or other reproductions thereof, alone or together with any likeness, image, or voice from previous motion pictures, television or product, whether recorded by you or any third party, in and in connection with, and related to, the production, exhibition, distribution, and advertising of the above-mentioned Program presently entitled "Power of 10," in all media whether now known or hereafter devised, in any manner, throughout the universe in perpetuity.

I and my representatives, heirs, successors and assigns hereby absolutely, unconditionally and forever release and discharge you, Diplomatic, Embassy Row LLC, Sony Pictures Television Inc., CBS Broadcasting Inc. and your and their respective affiliates, licensees, successors and assigns and all others connected with the Program, and the employees, shareholders, directors, officers, agents and representatives of each of the foregoing (collectively, "Released Parties"), from any and all claims, demands, controversies, causes of action, damages, rights, liabilities and obligations whatsoever (including, without limitation, claims for defamation and invasion of privacy, publicity or personality; emotional distress; physical or financial injury), arising directly or indirectly out of or in connection with the Program and/or the use of my likeness. I and my representatives, heirs, successors and assigns hereby agree to indemnify

the Released Parties and to hold them harmless from any and all liability, claims, action, damage, expense and loss of any kind caused by or arising out of any statement or action of mine made during or in connection with my participation on the Program.

I understand the above is a material inducement for you to proceed with such production, and that you may rely on this release in proceeding with such production. I further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I agree that I will not have the right to seek injunctive relief to enjoin or restrain your exercise of the rights granted in this Release and Authorization.

I agree that this Agreement contains my entire understanding relating to the Program and cannot be changed or terminated except in writing signed by you and me.

 print name

 place

 address

(_____)

 phone number

 signature and date

CONSENT OF PARENT OR GUARDIAN (IF APPLICABLE)

This will certify that I am the parent/legal guardian of _____, a minor (the "Minor"). Having read this Release Form and understanding the nature and extent of all the rights which the Minor has granted to Producer hereunder, I hereby expressly approve of and consent to all of the agreements and promises made by the Minor in this Release Form. Further, I expressly represent and warrant that I have the authority to consent to the Minor's agreement to this Release Form. For good and valuable consideration, I hereby agree to indemnify Producer from any and all loss arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of this Release Form.

 print parent / guardian name

 date

 signature of parent / guardian

POWER OF 10 CONTESTANT QUESTIONNAIRE FORM

Take your time & answer all questions honestly and completely. When finished, review your answers and include a recent photo of yourself with your application package.

| | |
|---|--|
| NAME: | |
| AGE: | |
| BIRTHDATE: | |
| CURRENT ADDRESS: | |
| CITY/STATE: | |
| HOMETOWN (where did you primarily grow up): | |
| HOME PHONE: | |
| WORK PHONE: | |
| CELL PHONE: | |
| E-MAIL: | |

1) Personal Overview:

Status (select one: married, divorce, single, engaged, dating): _____

If married or dating, number of years? _____

Of children: _____

Your children(s) ages: _____

Your highest level of education completed: _____

Your current occupation/profession: _____

Brief job description:

2) What do you like/dislike about your job? What inspired you to choose your current career field?

3) Tell us three unique stories about you (such as stories most likely told to friends, funny anecdotes or encounters, etc.). Please be thorough.

4) Is there something about you that would shock the people closest to you, if they were to find out?

5) What is the most outrageous or daring thing you have ever done?

6) What is your personal motivation for wanting to be selected for this game show?

7) What is the hardest decision you've had to make in your life?

8) Are you a penny pincher or big spender? Explain your answer & give examples.

9) How would 10 million dollars change your life?

10) Do you consider yourself to be lucky or unlucky? Explain why you feel this way & give examples.

11) Do you think you handle pressure well? What do you do to calm yourself down?

12) What do you like about polling?



13) Why do you think you could win big on this show?

14) How well do you really know what Americans think? Explain why.

15) Have you ever appeared on television before (i.e. a game show, reality show, talk show or news programs, etc.)? If yes, please list all television appearances below, along with airdate(s) & prize money if applicable.

16) During the show, if you could consult up to 5 people, who would you choose? Please describe them below:

| | |
|--------------------------|--|
| Supporter Name #1 | |
| City / State | |
| Relationship, Age | |
| Why? | |
| Contact # | |

| | |
|--------------------------|--|
| Supporter Name #2 | |
| City / State | |
| Relationship, Age | |
| Why? | |
| Contact # | |

| | |
|--------------------------|--|
| Supporter Name #3 | |
| City / State | |
| Relationship, Age | |
| Why? | |
| Contact # | |

| | |
|--------------------------|--|
| Supporter Name #4 | |
| City / State | |
| Relationship, Age | |
| Why? | |
| Contact # | |

| | |
|--------------------------|--|
| Supporter Name #5 | |
| City / State | |
| Relationship, Age | |
| Why? | |
| Contact # | |



HOME VIDEOTAPE INSTRUCTIONS

FOR A CHANCE TO WIN UP TO \$10 MILLION AS A CONTESTANT ON POWER OF 10, PLEASE FOLLOW ALL OF THE INSTRUCTIONS BELOW:

- 1) Make a 3 MINUTE tape of yourself.
- 2) We will only accept VHS (the size that fits in your VCR), MINI DV OR a DVD formats
- 3) Please play back your VHS tape, MINI DV or DVD at home before you send it to us to make sure it works, especially if you are transferring your camcorder tape to VHS.
- 4) REWIND AND LABEL YOUR TAPE with the following:
 - YOUR NAME
 - CITY/STATE
 - PHONE NUMBER
- 5) MAIL your tape to the following address:
POWER OF 10 CASTING
325 HUDSON STREET SUITE 601
NEW YORK, NY 10013

IMPORTANT: NO Tapes, DVD's or Photos will be returned, whether or not you are selected as a contestant. All video tapes will become the property of the Producers.

BEFORE YOU START: Make sure we can SEE and HEAR you clearly. PLEASE have someone else tape you so that you are in front of the camera. We want to know: All about YOU, Show us YOUR PERSONALITY. What Makes YOU a perfect contestant for The Power of 10? Be truthful and be YOURSELF.

HERE'S HOW TO MAKE YOUR TAPE:

- Start your tape by stating: YOUR NAME, AGE & CITY/STATE
- Tell us what you do for a living and how \$10 Million would change your life.
- Tell us why you think you know what's on the minds of Americans.
- If you have an unusual or interesting job/hobby, talent or you yourself are unique in some way, SHOW US ON CAMERA!
- WITH THEIR PERMISSION: Feel free to include the person(s) that you would most likely want to be your SUPPORTER(s), if you are selected. If you do include such person(s) in your tape, you must have them complete and sign the provided Authorization and Release form and return the signed form(s) to us with your tape.

REMEMBER: We are looking for people who have a ton of energy and unique personalities. HAVE FUN WITH IT, BE CREATIVE & GOOD LUCK!

*There is no "right or "wrong" thing to say or do on camera; we want to get to know you.