



NOMINATION FORM
Nominate the Benefactor

By initialing below, I acknowledge that the person I am nominating has been informed of and consents to my nominating him/her.

Nominee's Information:

Nominee's Name: _____

Your relationship to nominee: _____

Why do you think he or she should be the Benefactor on The Will? _____

Four horizontal lines for providing reasons for nomination.

List the 3 adjectives that best describe him/her: _____

One horizontal line for listing adjectives.

Please check the category that most accurately estimates his or her net worth:

- ___ Less than \$1 million
___ \$1- \$5 million
___ \$5- \$10 million
___ More than \$10 million

How did your nominee acquire his or her fortune:

Three horizontal lines for describing how the nominee acquired their fortune.

Please list names, ages, relationship to nominee and contact phone numbers for all family members or potential heirs:

Table with 4 columns: NAME, AGE, RELATIONSHIP, PHONE#. Rows 1-13 for listing family members.

What is his or her highest level of education? _____

Occupation or former occupation: _____

Home Phone of Nominee # (please do not provide unlisted phone numbers): _____

E-mail of Nominee: _____

Age: _____ Height: _____ Weight: _____ Hair Color: _____

Eye Color: _____

How did you hear about our search:

Radio

Television

Magazine

Other, explain _____

Nominator's Name: _____

Nominator's Address: _____

Nominator's Phone Number: _____

Nominator's Email Address: _____

RELEASE AND WAIVER

Please Print Your Full Name: _____

Please read, fill out, sign, and date the following:

I acknowledge that all the information provided on this application is true and accurate and that any false or misleading information submitted herein is grounds for my immediate elimination from consideration. I have listed below, to the best of my knowledge, (i) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of AND Syndicated Productions, Inc., Next Entertainment, Telepictures Productions, and all other subsidiaries and divisions of Time Warner Entertainment Company, L.P., Time Warner, CBS Broadcasting Inc., Viacom Inc., and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for "The Will" (the "Program"); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete this may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program contestant, if previously selected as a contestant; (iv) Even if I meet the eligibility requirements, AND Syndicated Productions, Inc., Next Entertainment, Telepictures Productions, and all other subsidiaries and divisions of Time Warner Entertainment Company, L.P., Time Warner, CBS Broadcasting Inc., Viacom Inc., and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, "the Producers") have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a contestant; (v) Even if I am selected as a

contestant, the Producers have no obligation to produce the Program and the CBS Television Network (or any other applicable network) has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producers have no obligation to award any prize money, (vii) All decisions by the Producers concerning selection of the contestants and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a contestant.

By submitting this application I hereby consent to the recording, use and reuse by the Producers, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion and exploitation (in any form or media) thereof. 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 Releasees exclusively own any application materials (videos, photos, etc.) that I may have provided in connection with my application for or participation in the Program and any photos and video or recordings of any kind that Producers will make of me in connection with the Program and my application therefor (collectively, the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to the Producers, and have the complete, unfettered right to grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any way.

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. 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 I hereby agree that 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 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 arising under or relating to my possible appearance or participation in the Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producers and I 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 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, through its Los Angeles, California office. I 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. 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. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producer shall have a right to injunctive or other equitable relief as provided for in California Code of Civil Procedure 1281.8 or other relevant laws.

Without limiting the foregoing, 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 expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. 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 me and the Producers. No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers 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. The Producers 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.

I have signed this release on the _____ day of _____, 200_

Signature: _____

Name (Please print or type): _____

INSTRUCTIONS

Please fill out the application (typed or in dark-ink), fill out and sign the release and waiver, then mail or fax it (we prefer that you do both) to:

The Will Casting Department
15301 Ventura Blvd. Building E
Sherman Oaks, CA 91403
Phone Number: 818-972-0283
Fax Number: 818-972-0996
cbscasting1@yahoo.com

After submitting, please call 818-972-0283 and leave a message with your name, phone number and the date and time you submitted.

DEADLINE: ALL APPLICATIONS/NOMINATIONS MUST BE RECEIVED BY FRIDAY FEBRUARY 27TH, 2004 AT 5:00 PM PACIFIC STANDARD TIME.