



## APPLICANT CASTING APPLICATION PACKET

This application is for consideration to be a participant in a reality-based talent competition television series being produced by Finnmax LLC (“Producer”) whose purpose is entertainment entitled “The Voice” (the “Program”).

In order to apply, you must meet the Eligibility Requirements and complete and return all of the following attached documents:

1. Applicant Information & Questionnaire
2. Grant of Rights, Release and Confidentiality Agreement
3. Intellectual Property Release (submit only if the applicant does not attend an in-person audition)
4. Parental/Legal Guardian Consent (submit only if the applicant is a minor)

### ELIGIBILITY REQUIREMENTS

Please be advised that you must meet the following eligibility requirements (which may be changed at any time by Producer in its sole discretion) (collectively, the “Eligibility Requirements”) in order to proceed with the application process and to participate in the Program:

- I. You must be legally present in the United States, with the unrestricted right to work for any U.S. employer and to live in the United States and you must be eligible to accept the prize<sup>1</sup>, if awarded. You must provide Producer with any documentation or proof that Producer requires to confirm the foregoing, including, without limitation, (i) a valid US passport or combination of valid US driver’s license and valid social security card, and (ii) any work permits required by the state of California (if any).
- II. You must be at least thirteen (13) years of age by May 7, 2021. All applicants who meet this criterion, including all persons significantly older than thirteen (13) years of age, are welcome and encouraged to apply to be a participant. All applicants younger than eighteen (18) years of age must have all parents/legal guardians complete the Parental/Legal Guardian Consent attached to this application.
- III. You must not now be a candidate for public office and must agree not to become a candidate for public office until one (1) year after the initial broadcast or other exhibition of the final episode of the Program in which you appear, if selected as a participant.
- IV. You must voluntarily submit to and complete a background check, in accordance with applicable laws and execute all documents required by Producer in connection with such background check.
- V. To accept an invitation to be a participant, you must timely complete and return the Participant Agreement, Release and Arbitration Provision and all exhibits, schedules and attachments thereto that will be furnished to you by the Producer and will include, among other things, release forms and waivers for review and signature by you and/or your family members. Additionally, any offer to become a participant may be conditioned upon your submission to examinations to be conducted in Los Angeles, CA, by medical professionals selected by and paid for by the Producer and the certification of the medical professionals that you meet all physical and psychological requirements.

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<sup>1</sup>Satisfaction of this eligibility requirement pertains solely to the applicant’s receipt of prizes (if any) that may be awarded by Producer.

- VI. If you are selected as a participant, you must be willing to travel to and reside at one or more undisclosed locations in the United States for several weeks at any time in June 2021 – December 2021 (or as otherwise scheduled by Producer). Economy travel to be paid for by Producer.
- VII. You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and any television network broadcasting the Program will consider whether 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, MGM Television Entertainment Inc., UAMG Content, LLC, NBCUniversal Media, LLC, Universal Television LLC, any entity owned or controlled by or affiliated with the foregoing or any television network broadcasting the Program, or any of their respective direct or indirect parent, subsidiary, affiliated or related entities; (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 goods, services or prizes to the Program. In addition, Producer reserves the right to render ineligible any person that 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.
- VIII. The foregoing eligibility requirements may be amended, revised or changed at any time and in any fashion in Producer’s sole discretion.

**Please read, sign and date the following statement (the “Eligibility Statement”):**

I hereby acknowledge, agree and affirm that (i) I have read, and I meet and agree to be bound by the Eligibility Requirements; (ii) I have answered the previous questions honestly, accurately and without omission; (iii) I am giving Producer the express permission to contact any individual or organization which I have listed in the application as a reference for information about me; (iv) if any of the above information is found to be false, inaccurate, misleading 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 any television network broadcasting the Program 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.

Signature of Applicant: \_\_\_\_\_

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

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

Minor applicant’s parents or legal guardians must sign the attached Parental/Legal Guardian Consent in order for the minor applicant to be considered for participation in the Program.

[END OF APPLICANT INFORMATION & QUESTIONNAIRE AND ELIGIBILITY STATEMENT]

**Please sign and date the following Grant of Rights, Release, Confidentiality and Arbitration Agreement (“Agreement”):**

I hereby irrevocably consent to the recording, use and reuse of my image, voice (singing and speaking), actions, likeness (simulated or actual), name, any indicia of my identity, photograph, personality, appearance and biographical materials supplied by me or obtained from any source (collectively, “Likeness”) by Finnmax LLC (the “Producer”), NBCUniversal Media, LLC and its affiliated and related entities (collectively “NBC”), the Program sponsors and advertisers, and any television network, station or third party broadcasting, exhibiting, licensing or otherwise distributing the Program (as defined below), and each of their respective designees, licensees, successors, assigns, direct and indirect parents, subsidiaries, affiliated or related entities, divisions, or business units, and each of their respective employees, agents, contractors, representatives, officers, shareholders, joint venturers, attorneys, financiers, members and directors (collectively, “Producer and Distribution Entities”), in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the reality-based television program currently entitled “**THE VOICE**” (the “Program”), which is currently broadcast on one or more networks of NBC, including, without limitation, in and in connection with the production, broadcast, distribution, exhibition, advertising, merchandising, marketing and promotion of the Program and any other exploitation in connection with the Program or otherwise, including, without limitation, in the exercise of all subsidiary, allied and ancillary rights for any purpose, and/or in advertising and promotion for any of Producer and Distribution Entities or otherwise. In addition to the use of my Likeness, I hereby irrevocably grant Producer and Distribution entities all rights of every kind and character whatsoever in perpetuity, throughout the universe, in any and all media whether now known or hereafter devised, in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced or provided hereunder depicting me, my statements, actions or my Likeness and any of my performances (the “Recordings”), (ii) material or images 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 in the Recordings (“Statements”), and (iii) all of the results and proceeds thereof (collectively, Likeness, [i], [ii] and [iii] shall be referred to as the “Material”). I acknowledge that the Material (including without limitation the Recordings and Statements) are specially ordered by Producer for use as part of a motion picture or other audiovisual work and shall be considered a work made for hire for Producer, and therefore, Producer shall own all right, title and interest in and to any and all of the Material (including without limitation the Recordings and Statements), including all rights of production, manufacture and exhibition thereto including, without limitation, all rights of copyright (and all renewals, extensions, and restorations thereof), trademark and all other intellectual property rights now known or hereafter created, and all allied, ancillary, subsidiary and derivative rights, and the right to use all Material (including without limitation the Recordings and Statements) as part of the Program or other programs, audiovisual works and print works, in any or all manners, versions, formats, and media, whether known or hereafter devised. I further irrevocably grant to Producer and Distribution Entities, the right to use my Likeness and the Material (including without limitation the Recordings and Statements) in and in connection with the Program, including without limitation, any promotion, publicity, marketing, advertising or merchandising in connection with the Program or for Producer and Distribution Entities or otherwise in any manner whatsoever. I hereby grant Producer and Distribution Entities the irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose any part of the Material (including without limitation the Recordings and Statements), and/or my Likeness in any manner and to combine them with any other material. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever.

I hereby represent and warrant that (i) I have the full right, power and authority to enter into this Agreement and grant the rights herein granted and the consent of no other person or entity (including without limitation any labor organization) is required to enable Producer to use the Material (including without limitation the Recordings and Statements and Likeness as described herein; (ii) the use of the Material (including without limitation the Recordings and Statements), and Likeness hereunder by Producer and/or any of the Distribution Entities will not violate the rights of any third party; (iii) Producer and the Distribution Entities shall each have the right to use my Likeness, and the Material (including without limitation the Recordings and Statements) 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 or any of the Distribution Entities. Further, I represent and warrant that I have answered all application questions completely, honestly and accurately, and I acknowledge that if any of the information contained herein 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.

Neither I nor any of my assigns, successors, heirs, guardians and/or legal representatives will institute or support any claims, liabilities, demands, costs, expenses or actions of any kind (including without limitation attorneys’ fees) (collectively, “Claims”) against Producer and Distribution Entities, NBC, Universal Television LLC, MGM Television Entertainment Inc., UAMG Content, LLC and any entity owned, controlled or affiliated with NBC, arising directly or indirectly from or by reason of the application process, my interview(s), my open call(s), my appointment(s), any travel in connection with the Program, this Agreement, or any of their respective use of my Likeness, Statements, the Recordings, and/or the Material in or in connection with the Program or the production, distribution, publicity, marketing, promotion, merchandising or any other exploitation of the Program, or otherwise, or the exercise by Producer and Distribution Entities of any of their rights (including, without limitation, any Claims that such use of the Recordings, the Material, the Statements or Likeness in-

vades any right to privacy and/or publicity and/or any Claims based on personal injury, copyright or trademark infringement, defamation, emotional distress, slander, libel and/or false or negative light). Neither Producer, nor NBC, nor anyone else associated with the Program has made any promises to me with regard to the Program, including without limitation that I will be considered as a potential participant in connection with the Program. In particular, no one has promised that I will be given an opportunity to participate in the Program or that I will be chosen to participate in the Program.

I understand that, in connection with my participation in the casting selection process and potential participation in connection with the Program, information may be disclosed to or obtained by me, pursuant to my communications with Producer or otherwise, including, without limitation, information regarding the Program's selection process, identities of potential or actual participants or other on-air talent participating in the Program, Producer's personnel, the content of the Program, Producer's business methods and practices, and other confidential and/or proprietary information of Producer and Distribution Entities (collectively, the "Confidential Information"). I agree that I will not, directly or indirectly, verbally or otherwise, at anytime (whether or not I ultimately participate in the Program) disclose, reveal, publish, disseminate or cause to be disclosed, revealed, published or disseminated ("Disclosure"), any Confidential Information to any individual or entity. I understand that Disclosure of the Confidential Information constitutes a material breach of this Agreement and will cause Producer, and the Distribution Entities substantial and irreparable injury and accordingly, **I agree that in the event of any Disclosure by me, I will be liable to Producer and Distribution Entities, and must pay to Producer and the Distribution Entities collectively, as liquidated damages, and not as a penalty, the sum of Five Hundred Thousand United States Dollars (US \$500,000.00) per breach, which amount represents the result of a reasonable endeavor by Producer and the Distribution Entities and me to ascertain the fair average compensation for any harm that Producer and the Distribution Entities will sustain as the result of such Disclosure. I agree that this liquidated damages amount represents reasonable compensation for the harm which will be incurred by Producer and the Distribution Entities as a result of such Disclosure, that this liquidated damages provision is necessary because Producer and Distribution Entities will in fact suffer significant damages as a result of violation of this Agreement, and that proof of the amount of those damages is impracticable to calculate or ascertain with certainty or specificity. In addition, and irrespective of the adequacy, availability, or award of monetary damages, I agree that in the event of such Disclosure in violation of this Agreement, Producer and the Distribution Entities are each entitled to seek, and obtain among other things, (a) injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement by me, (b) recovery or disgorgement of the monies, or other consideration received in connection with such disclosure, if any, and (c) recovery of Producer's and/or the Distribution Entities' attorneys' fees incurred to enforce my obligations under this paragraph.**

I acknowledge that there is a possibility that after my execution of this Agreement, 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 Agreement. I acknowledge and agree that by reason of this Agreement, and the release of liability contained herein, 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 Agreement shall constitute a full release of liability in accordance with its terms. I and the Releasing Parties 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 Agreement and that without such waiver, Producer would not have accepted this Agreement or my application.

This 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 (but not its conflict of law rules) 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 agreement and I acknowledge that I have not executed this agreement in reliance on any such promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein. Any waiver by Producer or Distribution Entities of any term of this 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 Agreement will in no way affect the validity or enforceability of any of the remainder of this Agreement. Producer and Distribution Entities and I agree that any controversy, dispute or claim arising out of or relating to (i) this Agreement, its enforcement, arbitrability or

interpretation or (ii) my possible appearance or participation in the Program that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, "Matters") and cannot be resolved through direct discussions, agree to endeavor first to resolve by mediation conducted in the County of Los Angeles administered by JAMS or its successor under its applicable rules. **IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), AND WILL BE PROVIDED BY PRODUCER UPON REQUEST), INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION. THE PARTIES RECOGNIZE THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR MUST BE A RETIRED JUDGE OF A STATE OR FEDERAL COURT, LICENSED TO PRACTICE LAW IN CALIFORNIA, BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND SELECTED FROM THE JAMS' PANEL OF ARBITRATORS PROFFERED BY ITS LOS ANGELES, CALIFORNIA OFFICE. ANY APPELLATE PANEL MUST CONSIST OF THREE NEUTRAL MEMBERS, SUBJECT TO THE FOREGOING REQUIREMENTS. 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. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES, CALIFORNIA. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF, EXCEPT AS PROVIDED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PRECEDING PORTION OF THIS PARAGRAPH, IF AND TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY CLAIM NOT OTHERWISE WAIVED HEREIN AND BROUGHT UNDER ANY FEDERAL OR STATE STATUTE THAT MANDATES SPECIFIC TYPES OF UNWAIVABLE REMEDIES, THE FOLLOWING SHALL APPLY: (i) THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD OTHERWISE HAVE BEEN AVAILABLE IN COURT; (ii) THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM; AND (iii) PRODUCER SHALL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION (I.E., ARBITRATION FORUM COSTS). NOTWITHSTANDING THE REQUIREMENTS SET FORTH ABOVE OR ANYTHING TO THE CONTRARY HEREIN, I RECOGNIZE AND ACKNOWLEDGE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY PUBLICITY OR CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR NBC'S INTELLECTUAL PROPERTY RIGHTS WOULD CAUSE PRODUCER AND NBC IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I HEREBY AGREE THAT PRODUCER AND NBC WILL ALSO BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF (WITHOUT POSTING BOND) FROM ANY COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT PURSUANT TO CALIFORNIA CODE OF PROCEDURE SECTION 1281.8 AND ANY SUCCESSOR STATUTE. 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, must be treated as confidential and must 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. By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.**

I have been given ample opportunity to read, and I have carefully read this entire Agreement. I represent and warrant that I have the full right, power and authority to grant the rights herein. Nothing contained in this Agreement shall be deemed to constitute an employment relationship, joint venture, or partnership between Producer, and me, or NBC, and me, nor shall I be deemed Producer's or NBC's agent for any purpose. I understand that Producer is making substantial expenditures in reliance upon my consent and that I may not revoke the rights I have granted herein. I hereby certify that I intend to be legally bound hereby. I acknowledge that I have been offered a copy of this Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing this Agreement, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

I have signed this GRANT OF RIGHTS, RELEASE, CONFIDENTIALITY and ARBITRATION AGREEMENT

on \_\_\_\_\_, 20\_\_\_\_  
[month] [day] [year]

Print Full Name: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date of Birth<sup>2</sup>: \_\_\_\_\_

**Minor applicant's parents or legal guardians must sign the attached Parental/Legal Guardian Consent in order for the minor applicant to be considered for participation in the Program.**

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<sup>2</sup> For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.