

NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT COMPLETELY

“BIG BROTHER [REDACTED] APPLICANT AGREEMENT WITH ARBITRATION PROVISIONS

Dated [REDACTED] [To be filled in by applicant]

Our House Productions, Inc.
Stage 18
CBS Studio Center
4024 Radford Avenue
Studio City, California 91604
Attention: Don Wollman

Ladies and Gentlemen:

I am being considered by Our House Productions, Inc. (“Producer”) to become a participant in the television series currently entitled “Big Brother,” scheduled to be initially broadcast in thirty (30) and/or sixty (60) minute episodes (collectively, the “Series”) on a television network owned or controlled by CBS Broadcasting, Inc., or at the sole election of CBS Broadcasting, Inc., other television broadcasters (individually and collectively, the “Network”). I have also been interviewed by Producer in connection with Producer’s process of selecting participants for the Series. I understand that Producer is selecting finalists to become participants, and will conduct one or more interviews with me (the “Finalist Interview”) for that purpose.

In consideration of and as inducement to Producer further considering me to become a participant in the Series, I am making the representations, warranties, disclosures, covenants and agreements described below. If any disclosure, representation or warranty is false or if I breach any covenant or agreement made in this Applicant Agreement With Arbitration Provisions (“Applicant Agreement”) or any other agreement or release in connection with the Series, Producer may remove me from the Series and/or withhold from me any prizes or monies which I would otherwise have won or earned and I shall return to Producer any prizes or monies already delivered to me; and Producer and/or Network may make any explanation, announcement, on-air or otherwise, Producer and/or Network may choose in their sole discretion.

GRANT OF RIGHTS

1. I irrevocably grant to Producer the right (a) to interview me, as many times and for such periods of time as Producer requests in its sole discretion, and to videotape, film and otherwise record such interview(s) and my statements and appearances therein, including my name, voice and likeness, and (b) if I am selected by Producer to be a participant in the Series, to videotape, film, portray, photograph and otherwise record me and my actions and record my voice and other sound effects in connection with the production of the Series on an up-to-a-24-hours-a-day, 7-days-a-week basis (including, without limitation, whether I am clothed, partially clothed or naked, whether I am aware or unaware of such videotaping, filming or recording and whether I am awake or asleep, and by requiring me to wear a microphone at all times). The interview(s) (including, without limitation, the Finalist Interview and any other interview Producer may already have conducted or may in the future conduct), any and all information I have supplied or may supply in such interview(s) or otherwise (including biographical information, photographs and videotapes of me and/or others, and any other materials), any and all other information Producer has received or will receive from other sources, my appearance, actions, voice and sound effects in connection with the Series (including, without limitation, any act, poses, plays, vocal, instrumental, musical and other sound effects, and compositions of any kind or nature), and the results and proceeds of my participation in the

[REDACTED]

Series as filmed and recorded on an up-to-a-24-hours-a-day, 7-days-a-week, including, without limitation, by means of hidden cameras and microphones, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the "Material." The Material shall also include, without limitation, any and all material that I may create, or participate in the creation of, in connection with the Series, or otherwise while I reside in the House (as defined below), including, without limitation, drawings, plans, sketches, plastics, pictures, figures, models, photographs (including, but not limited to, all original negatives), written records of any type, etc. The Material, including the copyrights and all other rights therein, shall be the sole and exclusive property of Producer, and in consideration of Producer's considering me to be a participant on the Series, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant and assign to Producer all rights of any nature in and to the Material. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited (including, without limitation, for purposes of merchandising and publishing and any and all other commercial and non-commercial purposes) in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, in any and all languages and markets, at any time and from time to time, whether as part of the Series or otherwise. The rights granted herein shall include, without limitation, all television rights (whether free, pay, cable, satellite or otherwise), and all allied, ancillary, subsidiary and incidental rights, including, without limitation, prequel, sequel and remake rights, motion picture rights, music publishing rights, literary publication rights, videocassette and video disc and laser disc and DVD rights, soundtrack album rights, radio rights, merchandising rights, theme park rights, stage play rights, interactive cable rights, Internet site rights, download rights, streaming rights, so-called "wireless" and mobile devices rights (e.g., iPod, cellular phone, ringtones, mp3 player), multimedia cable rights, and computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), rights with respect to any other media and/or devices, whether now known or hereafter devised, and promotional and advertising rights (including, without limitation, novelizations, printed synopses and excerpt rights and the right to broadcast, over radio, television, internet and all other media, advertisements with respect to productions produced hereunder). The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer in its sole discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Producer will own any so called "rental and lending rights" or similar rights. I hereby grant to Producer and its licensees and assigns the perpetual and worldwide right to use my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material in connection with the development, production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of the Material, whether as part of the Series or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein, Producer's business activities and the business activities of the networks, stations, sponsors, and other users, exhibitors, distributors, assignees and licensees of the Material and/or the Series for any purpose, including, without limitation, for any commercial purpose whatsoever, including, but not limited to, product endorsement, whether related to the Series or otherwise. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive any prize (as defined in paragraph 5 below) or compensation. I hereby represent and warrant that I have the right to grant each and all of the foregoing rights on my own and on behalf of all others who appear in the videotape(s) or photograph(s) that I have supplied and/or who have supplied information contained in the Material. I irrevocably grant to Producer the right to register my name (including any and all variants thereof) as one or more domain names for use on the World Wide Web (e.g., johnsmith.com, john_smith.org, j-smith.net, etc.). I further grant to Producer the right to utilize and own such domain names in connection with the Series, in perpetuity, and without restriction, in whatever way Producer selects. Notwithstanding the foregoing, I understand that Producer is under no obligation to register my name or to in any way use such domain names. Without limitation to any other terms herein, I understand that, until the conclusion of the initial network television broadcast of the cycle of the Series on which I appear, if any, I shall not be allowed to maintain a personal website, **nor shall I permit anyone or any entity to create and/or maintain a website on my behalf** (regardless of whether its contents do or do not relate to my experiences in connection with the Series) that is accessible to the public, and that until such time any existing website that I may currently have,



or that is maintained on my behalf, shall be taken off-line and replaced with the following holder: "Site Under Construction." Not as a means of limitation to any of my other obligations pursuant to this Applicant Agreement, I further agree that during the Exclusive Period (as defined below) I shall not take part in any way (whether as myself or through an alias), or permit anyone else to take part on my behalf, in any on-line postings or chat rooms or on any websites (as a means of example only and not by any limitation, "MySpace.com") regardless of whether or not such on-line postings, chat rooms or websites mention or reference the Series. As a material condition of this Agreement, I agree that upon request from Producer I shall assist Producer in any means that Producer deems necessary to take off line any website, or remove any postings, which Producer deems in violation of the terms of this paragraph. Not by means of limitation to any other provision of this Applicant Agreement, I specifically agree that if I fail to strictly adhere to the foregoing provisions of this paragraph with respect to websites and on-line postings/chat rooms, I shall be in material breach of this Applicant Agreement.

SERIES PARTICIPATION

2. If I am selected to be a participant in the Series, I agree to participate as a participant in connection with the production of the Series as and to the extent required by Producer on such dates and at such locations as Producer shall designate in its sole discretion. I understand that I will be notified of my selection to participate in the Series within only twenty-four (24) hours before being required to move into the House (as defined below). I understand that production of the Series is currently scheduled to take place for approximately ninety-five (95) days between on or about a date to be designated by Producer, which schedule Producer may change in its sole discretion, principally in a residential structure that is isolated from the outside world and specifically constructed for this purpose (the "House," which term shall include, for purposes of this Applicant Agreement, the adjacent garden and all other outdoor surroundings), located in or around Los Angeles, California (the "Location") and that, if I am selected to be a participant in the Series, I understand and acknowledge that I, my actions, voice and sound effects in, on and around the Location (and my entry to and exit from the Location) will be videotaped, filmed and otherwise recorded for the Series on an up-to-a-24-hours-a-day, 7-days-a-week basis, including, without limitation, whether I am clothed, partially clothed or naked, whether I am aware or unaware of such videotaping, filming or recording and whether I am awake or asleep, and by requiring me to wear a microphone at all times, and including, without limitation, by means of hidden cameras and microphones. I further agree, for the period commencing with my selection, if any, as a participant in the Series and continuing through and including one (1) year from the initial broadcast of the final episode of the Episode Cycle of the Series (an Episode Cycle being defined as a set of episodes involving one set of participants in competition for one Prize, as Prize is defined herein) in which I may appear and participate as a participant, (the "Exclusive Period") that my media services (including, without limitation, all forms of over-the-air free television, cable and pay cable television, direct broadcast satellite, radio, print, internet and/or motion pictures) will be exclusive to Producer and Network and that I will not be permitted to render services or make appearances in any and all forms of media for any third parties. During the Exclusive Period, in consideration of Producer's selection of me as a participant (if any) and as an inducement thereto, I will be available and will participate as, when and where Network and/or Producer may require in connection with any promotion, marketing, advertising, publicity, interviews and similar matters (*e.g.*, appearing on news shows, morning shows, talk shows, specials, live show(s) in which, among other things, the winner of the contest is announced, reunion show(s) featuring participants in the Series, and other programs, and making other appearances as required by Network and/or Producer in connection with the Series, including, without limitation, appearing in institutional advertising and promotions for Producer and/or Network). In addition, I agree that at any time during the Exclusive Period, Network shall have the exclusive and irrevocable right and option (the "Option") to cause me to enter into a talent hold agreement, at the applicable minimum amount, if any, provided for under any applicable guild agreement, which, among other things, shall provide that Network shall have the exclusive right to my services as a performer in all media (to the maximum extent allowable under any applicable guild agreement) for one (1) year from the date of exercise of the Option. During the Exclusive Period, I agree to abide by all guidelines and restrictions that may be provided to me from time to time by Producer and/or Network in connection with the promotion, marketing, advertising and publicity of the Series and in connection with all


merchandising, publishing, endorsements, auditions, appearances and media opportunities. Without limiting the generality of the foregoing, I agree to participate in (i) an on-camera interview to occur immediately following my elimination as a participant (for any reason and by any means whatsoever) and/or, if I am selected as the winning participant, immediately following such selection; (ii) a live, on-line chat event to occur within twenty-four (24) hours following my elimination as a participant (whether due to audience vote or otherwise) or at such other time(s) as Network and/or Producer may designate, and, without limitation to any other covenants that I have made hereunder, I further agree that I shall not grant any additional interviews to any third parties or make any appearances on television, radio, internet or any other media, whether or not relating to the Series, without Network's prior written approval for a period of one (1) year after the initial network television exhibition of the last episode of the Series.

3. Without limiting the generality of my participation as set forth in the previous paragraph, I agree that if I am selected as a participant, I shall participate in the following activities, as well as any others that Producer may request:

(a) Prior to moving into the House, I will pose for an individual portrait to be taken of me, which portrait shall form part of the Material referred to in paragraph 1 above, and as such Producer shall own all copyrights and other rights in and to such portrait and may exploit such portrait in any and all media (including, without limitation, on television and/or the Internet), as Producer may determine in its sole discretion, including, without limitation, before, during and after production of the Series.

(b) Prior to the date that Producer designates for me to move into the House, I agree to be available and to participate in any further preparations for the Series as Producer may request, including, without limitation, participating in screen tests, participating in videotaped interviews at my home and causing my family members, co-workers and friends to participate in such interviews (the recordings of such interviews being part of the Material referred to in paragraph 1 above) and any other matters as Producer and/or Network may designate. In connection with any such interviews, I agree to execute and cause to be executed a Location Agreement in the form attached hereto as Exhibit A, and to cause all persons appearing in such interview to execute a Release in the form attached hereto as Exhibit E (or Exhibit D, if such person is a member of my immediate family).

4. If selected as a participant, I understand that I will be provided with a copy of the official Series Rules prior to moving into the House. I understand and acknowledge that a copy of such Series Rules will be posted in the House for the duration of the Series. I agree to read, to acknowledge my understanding of, and to follow and obey such Series Rules (as they may be changed, modified or amended by Producer in its sole discretion from time to time with or without prior notice to me). I agree to cooperate with, and to follow, all of Producer's directions and instructions in all matters with respect to the Series. I shall immediately report to Producer any violations of such Series Rules by myself or any other participants. Producer's decisions on all matters (including, without limitation, participant selection and elimination, and decisions regarding the creation, interpretation and implementation of any terms, conditions and rules [including the Series Rules] governing the Series) shall be within Producer's sole control and shall be final and binding on me in all respects and shall not be subject to challenge or appeal. In addition, if any activity on the Series is halted for any reason, I shall abide by Producer's decision regarding the resumption of the activity and disposition of the prizes. I understand that Producer reserves the right, in its sole discretion, from time to time and before production and at any point during production, to change, add to, delete from, modify or amend the Series Rules or any of the terms or conditions relating to the Series (including, without limitation, those affecting or governing the conduct of the participants on the Series, the Series activities, the elimination of participants from the Series and the granting or withholding of prizes). I understand that my failure or refusal to comply with the Series Rules (as they may be changed, modified or amended by Producer in its sole discretion from time to time with or without prior notice to me) in any respect or to any degree may result in (subject to Producer's sole discretion) my immediate elimination from the Series and/or



the forfeiture of any and all prizes, stipends or other monies even if already rewarded, granted, earned or received by me.

5. I understand that, if I am selected as a participant, the competition in which I will participate has one (1) grand prize – a \$500,000 cash prize (the “Prize”) – awarded to one (1) participant only who is chosen according to procedures established by Producer in its sole discretion. The winner of the Prize shall be personally responsible for the payment of any and all applicable state and/or federal taxes on the Prize. Producer has the right, but not the obligation, to withhold any or all of the applicable taxes prior to the delivery of the Prize to the winner. The selection of the winner shall be final and binding and is not subject to any challenge or appeal by me. The methods of eliminating participants from the Series are as established by Producer, as set forth in the Series Rules (as such may be changed, modified or amended from time to time in Producer’s sole discretion with or without prior notice to me). Without in any way limiting anything contained in the Series Rules, I understand that if I am selected as a participant, I will live in the House with the other participants for as many as ninety-five (95) days (such period may be shorter or longer, as determined by Producer in its sole discretion and subject to Producer’s decision to require me to remain at the Location Annex [defined below in this paragraph]), at the end of which one (1) participant will be established as the “winner.” If I am eliminated, the decision to eliminate me shall be final and binding and not subject to challenge or appeal. Producer may, in its sole discretion, (i) give consolation cash prizes to each participant who is not one of the final two (2) participants based on the order of each participant’s elimination, in the amount of \$750 per week for each week or portion thereof such participant actually resided in the House as an active participant (as opposed to one who has been eliminated), (ii) give a runner-up cash prize (in the amount of \$50,000) to the first runner-up of the Series, and, in its sole discretion, may also give additional consolation and/or runner-up prizes in cash or in kind to all or some of the participants, but has no obligation to do so. The Prize and such consolation prizes (if any) may, in Producer’s sole discretion, be contingent upon all episodes of the Episode Cycle in which I appear (if selected as a participant) actually being broadcast and awarded only after such initial broadcast of the last episode of such Episode Cycle. Each participant shall be personally responsible for the payment of any and all applicable state and/or federal, and/or foreign taxes on any monetary or non-monetary prizes won by that participant. I acknowledge and agree that, even if I am eliminated from the chance to win the Prize, then I may be required by Producer in its sole discretion to return to the Location at Producer’s expense, and I agree, if so required by Producer, to make myself available for such return trips to the Location and, if required by Producer, to observe the events, assignments and competitions as designated by Producer in its sole discretion, in order to provide me with sufficient information to make informed decisions regarding voting on participants, and to vote for a participant to be the ultimate winner of the Series. I further acknowledge and agree that if I am so required by Producer and I fail to comply with Producer’s requirements, then I shall forfeit any and all prizes and awards, even if already awarded. In the event of any conflict between the provisions of this paragraph and the Series Rules (as they may be changed, modified or amended by Producer from time to time, with or without prior notice to me), the Series Rules shall control. Notwithstanding Producer’s right to require me to remain at the House after I am eliminated (if applicable), I acknowledge and agree that, even if I am eliminated or removed by Producer from the Series, I may be required by Producer in its sole discretion to remain at a location separate from the House (such separate location is hereinafter referenced as the “Location Annex”) (or travel to and remain at some other location, as determined by Producer) until completion of principal photography of the Series. If required by Producer to remain at the Location Annex, I understand that I may be by myself, or with some of, or with all of other eliminated participants (where we may be required to remain until the conclusion of the production of the Series). I understand that the location of the Location Annex may be subject to change at any time and that the Location Annex may be made up of one or more different locations. I understand that the Location Annex may be located in a different city or country than the location of the production of the Series. I understand that I will receive accommodations while I am required to remain at the Location Annex. If I am selected as a participant, and if I am eliminated or otherwise required by Producers, for any reason, to remain at the Location Annex until the end of production of the Series, I understand that I will be, and that all of my actions will be, subject to supervision by one or more members of the Series production staff. Similarly, I understand that I will not be allowed to

travel or leave the Location Annex until the end of production of the Series (production is currently estimated to be a total of ninety-five (95) days – the actual number of days may be longer or shorter, as determined in Producer’s sole discretion) except with the explicit permission of Producer. I also understand that, in order to protect confidential information such as participant eliminations, my communication with third parties unrelated to the Series during the production of the Series may be severely restricted by Producer, including, but not limited to, a prohibition on the use of mobile telephones and access to e-mail or the Internet. I understand that if I fail to remain at the Location Annex, in accordance with the parameters and requirements set forth herein, such failure will be treated as a breach of this Applicant Agreement. Without limiting any other warranties, representations, waivers, indemnifications, or covenants that I may have made in this or any other agreement, I further agree that upon the full completion of my participation in the Series, to the extent that I either refuse to accept any form of travel provided by Producer in connection with such return trip or decide not to return to my home and instead arrange for my own travel (collectively, “Alternate Travel Plans”), Producer shall have no obligations to me or anyone else in connection with such Alternate Travel Plans, and I assume all risks attendant thereto. In connection therewith, I waive any claims that may or may not otherwise exist in connection with such Alternate Travel Plans, and I further agree to defend, indemnify, and hold harmless the Released Parties (as defined below) from any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys’ fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that may be brought by any person or entity in connection with such Alternate Travel Plans.

6. I acknowledge that I may be chosen as an alternate (as opposed to a participant) by Producer in its sole discretion. If I am chosen as an alternate, I shall remain available to participate in the Series as a participant if and when chosen by Producer to replace a participant. I understand that if I am selected to be an alternate and not chosen to replace a participant, then I do not have any chance to win any prize and no consideration shall be payable to me. I further acknowledge and agree that if I am selected to be an alternate and am chosen to replace a participant, then I shall be eligible to win only a pro-rata portion of the Prize based on the number of days I actually reside in the House divided by the actual number of days of production of the Series (currently intended to be ninety-five (95) days), but subject to change by Producer in its sole discretion, if I am ultimately selected as the “winner.” In such event, Producer may dispose of the remaining portion of the Prize as Producer may determine in its sole and absolute discretion. I acknowledge and agree that Producer may, at any time and in its sole discretion, add, remove or replace participants. I acknowledge and agree that all the terms and conditions of this Applicant Agreement (including, without limitation, the confidentiality provisions set forth herein) shall apply to me with full force and effect whether I am initially selected as an alternate or a participant and whether or not I am ultimately selected as a participant or to replace a participant.

7. The House will consist of a bathroom, bedrooms, a kitchen and dining area, living room, storage room, and diary room. There will also be an outdoor/backyard area, which shall be considered part of the House for all purposes hereunder. I acknowledge and understand that the water supply to the House will be rationed by Producer, and that Producer will ultimately control all power and other utilities flowing into the House. All rooms in the House (including the garden and other adjacent areas) will be equipped with visible and possibly invisible cameras and microphones. All cameras and microphones will continuously record everything that occurs within the House 24 hours-a-day, 7 days-a-week, including, without limitation, in the dark, through infrared or other technology. All such recordings may become a part of the Series and may also be exploited by any and all means and media, including, without limitation, through the Internet and/or any mobile or wireless device, as set forth more fully in paragraph 1 above (whether or not such recordings are included in the Series as initially broadcast on television). The food and other materials will be stored in the storage room. Producer will supply certain basic food staples. In the diary room, at each participant’s request, it will be possible for participants to have individual meetings with an in-house psychologist or other appropriate medical professionals, the exact scheduling of which meetings shall be determined in Producer’s discretion. Such meetings will not be recorded unless I agree otherwise.



8. I acknowledge and understand that participating in the Series will cause me to be exposed to extreme, atypical and unnatural circumstances during my stay in the House. During my stay in the House, I will have limited freedom of movement and no privacy. I further acknowledge and understand that my stay in the House and/or the Location Annex may lead to physical, psychological and emotional strains and pressures on me, both during my stay in the House as well as after my stay in the House.

9. I acknowledge and understand that the film, tape, audio and other recordings that will be made of me, and the disclosure of personal or other information about me (whether by Producer, Network, the host of the Series, other participants, or otherwise) in connection with the Series may be considered a serious invasion of my privacy. In connection with the foregoing, I further acknowledge and agree that personal details and background information concerning me, including live and delayed images from the House, which may include images of me, may be available to the public for viewing via the Internet, mobile devices, cable and any and all other means, 24-hours-a-day, 7-days-a-week. Nonetheless, and without limiting the generality of anything in this Agreement, I hereby give my express, unconditional and irrevocable permission to Producer to fully exploit all such materials and to authorize and/or assign the right to other parties to exploit the same. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge and hold harmless Producer, Network, and the other Released Parties (as defined herein) for and from any and all claims and liability asserting a violation of my rights of privacy, intentional or negligent infliction of emotional distress, defamation, and/or any other tort and/or damages in any way relating to the disclosure of personal or other information about me and/or use of the film, tape, audio and other recordings that will be made of me, in connection with the Series or otherwise.

10. I understand that, in and in connection with the Series, I may reveal and/or relate, and other parties (including, without limitation, other participants, Producer, Network and the host of the Series) may reveal and/or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature. I further understand that my appearance, depiction and/or portrayal in the Series (and in advertisements, promotions and publicity for the Series and for Network [the "Advertisements"]), and my actions and the actions of others displayed in the Series and Advertisements, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer and Network shall have the right (a) to include any such information and any such appearance, depiction, portrayal, actions and statements in the Series and Advertisements as edited by Producer and/or Network in their sole discretion, and (b) to broadcast and otherwise exploit the Series and Advertisements containing any such information and any such appearance, depiction, portrayal or actions (which, for the avoidance of doubt, shall all constitute "Material" as set forth in paragraph 1 above). The waivers, releases and indemnities in this Applicant Agreement and any other agreement that I may execute in connection with the Series expressly apply to any such inclusion and exploitation. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge and hold harmless Producer, other participants, the host of the Series, Network and the other Released Parties (as defined herein) for and from any and all claims and liability asserting a violation of my rights of privacy, intentional or negligent infliction of emotional distress, defamation, and/or any other tort and/or damages in any way relating to (i) the disclosure of personal or other information about me and (ii) the broadcast, display, distribution, or other exploitation of the Material in connection with the Series, including in any Advertisements.

11. I further understand and acknowledge that the Series may involve twists of plot and elements of surprise, all of which may not be revealed to me until after the commencement of production of the Series or not at all. I understand and acknowledge that participating in a television series such as the Series can and may be an extremely difficult experience, both physically and emotionally. If I am selected, and if I agree to participate, I represent that I will enter into and participate in the experience fully aware and expecting that I might be exposed to situations causing me, without limitation, anxiety, discomfort, embarrassment, anger and/or shock. I understand and acknowledge that such situations may be beyond the control of Producer and Network, that such situations may result from Producer's and/or Network's negligence or gross negligence, and/or that such situations may be deliberately and intentionally planned,

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created, induced and/or staged by Producer and/or Network, including, but not limited to, as a result of the selection of other participants. I voluntarily and fully accept and assume all of these risks, and I irrevocably consent, without any qualification or reservation whatsoever, to Producer and Network causing me to experience the situations, risks and consequences described above and others of similar nature and acknowledge and agree that the releases (including, without limitation, releases for actionable torts), waivers and agreements in this Applicant Agreement expressly apply to such risks and consequences.

12. I understand that no discontinuation of my participation in the Series will affect any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Applicant Agreement, including, without limitation my agreement to participate in publicity interviews and similar matters more specifically set forth in paragraph 2 above. Further if my participation in the Series is discontinued for any reason other than my elimination in accordance with this Applicant Agreement and the Series Rules, I shall continue to remain available to return to the Location as Producer and/or Network may require, at Producer's and/or Network's request, and I shall forfeit any chance to win any prizes or awards. In addition, I acknowledge and agree that any such discontinuation may occur on camera and will be recorded and I hereby give Producer my permission to record the discontinuation of my participation in the Series, and that any Material obtained by Producer prior to such discontinuation and any Material relating to such discontinuation, may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by Producer and/or Network as part of the Series or otherwise, as Producer and/or Network determines in its/their sole discretion.

13. I hereby agree that I will not enter into any personal and/or social relationships with any of Producer's and/or Network's employees, or those of any of their broadcast affiliates, or any individual closely acquainted with the production of the Series, while I am involved in the application process for or participating in the Series. I understand that such prohibited relationships include dating and having intimate and/or sexual relationships. I further understand that such relationships may cause improprieties and/or the appearance of improprieties, may adversely affect the production, and/or result in the improper use of an employee's position for personal gain, or be exploitative or coercive in nature. I also understand and agree that I will not enter into any business or financial relationships, including, without limitation, lending money, gambling, and business partnerships with Producer's and/or Network's employees, or those of their broadcast affiliates, or any individual closely acquainted with the production of the Series. I understand and agree that if I am found in Producer's sole discretion to have violated any aspect of this paragraph, I may be subject to (in Producer's sole discretion) immediate removal from the Series and shall forfeit the opportunity to win any prize, even if already awarded.

14. In connection with my participation in the Series, I shall not intimidate with **threats of physical violence or bodily harm**, or infringe upon or violate the rights of, any other person or entity (including, without limitation, any other participant). I shall not cause **physical injury or physical harm** to any other participant and will abide by all participant rules of conduct, all U.S. laws and all applicable state and local laws. I understand that my violation of this provision may lead to my disqualification from the competition and my being declared ineligible to win any prize or award, in Producer's sole discretion. I agree to refrain at all times from all forms of **physical violence** against, nonconsensual sexual contact with and/or intimidation by **threats of physical violence** of other participants, and any employees, agents or other representatives of Producer and/or Network. I understand and acknowledge that the Series competition may include attempts by participants to achieve advantages by way of verbal combativeness and other strategies designed to mentally and emotionally challenge other participants. I understand and agree that Producer needs to balance and preserve fairness in the competition while ensuring the ultimate safety of participants and shall have the right to exercise its sole discretion to evaluate, discern and determine whether any verbal threats, other communication or actions (for example, swearing, name-calling and otherwise rude and confrontational behavior) rise to the level of, and constitute, threats of physical violence or bodily harm that require Producer's intervention (the nature of such intervention, if any, shall be subject to Producer's sole discretion). The releases, waivers and indemnification obligations I have given and granted in this

Agreement shall expressly apply to Producer's decisions and actions in making such evaluations and determinations pertaining to any such behavior.

15. I agree not to damage the House or any other location used in connection with the Series, whether exterior or interior, and any other furnishings, items or other things located in or around the House or other location in any way. I will not tamper with or hinder in any way the technical equipment that is installed in the House or other location or otherwise used for purposes of recording me and the other participants.

16. If I am provided with a list of permitted items that I may bring into the House or any other location used in connection with the Series, I agree to strictly comply with this list. I further understand that Producer may search me or my belongings prior to commencement of production of the Series and at any time during the production of Series (including, without limitation, by X-ray or similar devices), and Producer may confiscate any disallowed items immediately. In addition, Producer may disqualify me if I refuse to allow Producer to search my person or belongings. I hereby release Producer from any liability regarding any loss or damage to any items I bring with me to the House, including those items that Producer may confiscate pursuant to this Applicant Agreement and including any items that Producer may take from and hold for me while I am in the House or any other location used in connection with the Series.

17. I understand and agree that I may not have access to any information pertaining to anything outside of the House even if I would otherwise consider such information important to me. I understand that it is solely within the discretion of Producer to decide whether and what, if any, information pertaining to events occurring outside the House, including, without limitation, events of personal or familial interest to me, will be provided to me.

18. I hereby designate [REDACTED] (name), [REDACTED] (address), [REDACTED] (phone number) as my contact with Producer, with whom Producer may consult regarding decisions as to whether to provide any information to me as set forth in the previous paragraph, as well as with respect to other matters concerning me which Producer may deem appropriate. I will obtain from my contact a signed copy of the Immediate Family Member Release which is attached hereto as Exhibit D.

MEDICAL REPORTS, CONSENTS AND AUTHORIZATIONS

19. I represent and warrant that I am in excellent mental and physical health and that I do not have any physical or mental limitations or any medical conditions that would interfere with my ability to participate in the Series or that would put me or other participants at risk of harm. I further represent and warrant that, except as expressly set forth in the Medical History form provided to me by Producer, I am not currently taking any medication for any physical, mental or emotional condition or illness.

20. I authorize Producer to conduct drug testing and psychological and physical examinations of me in connection with its selection of participants in the Series. I agree to sign and bring with me to the Finalist Interview the Authorization for Release of Medical Information attached to this Applicant Agreement as Exhibit B and, on Producer's request, will sign any additional medical authorizations Producer may require. I understand and acknowledge that I am fully responsible for honestly and accurately revealing to Producer my complete and accurate medical history and information regarding my current medical condition. I understand and acknowledge that the conduct of physical and psychological examinations of me by medical personnel contracted by Producer and the opinion(s) of such medical personnel regarding my fitness to participate in the Series do not absolve me of my responsibility to accurately and truthfully provide my full medical history and current medical condition to Producer. I acknowledge that I am not relying and will not rely on the opinion of medical personnel contracted by [REDACTED]

Producer as a substitute for my own judgment or that of my own physician as to my fitness to participate in the Series. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge and hold harmless Producer and Network and the other Released Parties (as defined herein) for and from any and all claims and liability in any way relating to (i) my failure to honestly and accurately reveal to Producer my complete medical history and information regarding my current medical condition and/or (ii) any adverse consequences or outcomes that may result from my participation in the Series, whether my participation is done without, in accordance with, or against the advice of my own physician or any other physicians. I understand that if I am determined to be physically or mentally unable to participate in the Series or that if I test positive for drug use, it will result in my disqualification from participation in the Series and my ineligibility to compete for or win any prizes or awards.

21. I authorize Producer to investigate, access and collect information about any of the statements made by me in the "Big Brother" Application, the Medical Report, my medical records, this Applicant Agreement, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Series, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer to secure information about my experiences from my current and former employers, associates, family members, friends, co-workers, roommates, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me to Producer. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I specifically authorize Producer to investigate my employment record, medical record, military service record and government records, including but not limited to my motor vehicle record, criminal record and credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Series.

22. I understand that in connection with my consideration to be a participant on the Series, I may be required to undergo medical testing for the human immunodeficiency virus (HIV) and/or other sexually transmitted diseases. I acknowledge and understand that the results of such testing cannot be guaranteed to be 100% accurate, and that even if the results of such testing are negative for HIV and/or other sexually transmitted diseases, it is possible that I and other participants may nonetheless carry the HIV virus and/or other sexually transmitted diseases. I acknowledge and agree that it is not a requirement of the Series that any of participants engage in any type of sexual activity, nor does Producer encourage any sexual activity among participants. If I do engage in any sexual activity with any other participants or otherwise, I do so entirely at my own risk, and understand and acknowledge that the risk of engaging in such activity includes, among other things, the risk of (if I am a woman) becoming pregnant and of contracting any type of sexually transmitted disease, including, without limitation, HIV/AIDS, gonorrhea, herpes, syphilis, pelvic inflammatory disease (PID), chlamydia, scabies (crabs), hepatitis, genital warts, etc. I understand and acknowledge that neither Producer nor Network nor any other party has represented to me that any other participant is or will be free of HIV or any other sexually transmitted disease. The risk of contracting any such disease and all consequences of my engaging in any sexual activity are among the matters released hereunder.

23. I understand that if I choose to enter into an intimate relationship of a romantic and/or sexual nature with any other participant during my participation on the Series, I do so without any duress by Producer and I hereby assume any and all risks that may be associated with any such relationship. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge, and hold harmless Producer and Network and the other Released Parties (as defined herein) from any and all claims associated with any such relationship, including, without limitation, claims relating to divorce or those of an emotional, physical, or financial nature.

24. I authorize Producer, if I am selected as a finalist among the potential participants for the Series, to conduct drug testing, medical, psychological and physical examinations of me before the

Series and on a periodic basis during the production of the Series as required by Producer. I further authorize the individuals conducting such examinations of me to disclose to Producer and its representatives all information about me obtained in connection with such examinations. I acknowledge and agree that Producer may contact my physicians or medical providers in connection with such examinations, and that I may also be required to obtain a medical examination from my own physician at my sole expense, if Producer so requests. I acknowledge and agree that Producer may, at any time and in its sole discretion, add, remove or replace participants, including if it determines in its sole discretion that any participant is not mentally or physically fit to continue as a participant in the Series and/or if such participant tests positive for drug use. I shall notify Producer prior to participating in the Series of any physical, medical or mental condition that might affect me or any other people (including, without limitation, Producer and other participants) at the Location. Any information obtained by Producer hereunder may be used for evaluation of my application to participate in the Series, for purposes of selecting participants in the Series, and for any other purposes designated by Producer, and if I am chosen as a participant and/or alternate, may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by Producer as part of the Series or otherwise, as Producer determines in its sole discretion. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge and hold harmless Producer, Network, the other Released Parties (as defined herein), and any doctors, physicians, lab technicians, nurses or other medical or other personnel, hospitals, health maintenance organizations, clinics and other organizations who administer, evaluate or are otherwise involved in the aforementioned drug tests and medical, psychological, or physical examinations of me, for and from any and all claims and liability in any way relating to such examinations and tests and/or relating to any adverse consequences or outcomes that may result from such examinations or tests and/or from Producer's use of such information as set forth herein, and/or from my participation in the Series.

25. I understand and agree that any physical and/or mental assistance, examinations and/or sessions that I may have with any medical personnel retained by Producer or associated with the Series, Producer and/or Producer's agents do not create a confidential relationship between myself and such medical personnel. Accordingly, I acknowledge and consent to production doctors, psychologists, and other medical or health care personnel communicating with Producer any diagnoses, prognoses, medical information and/or opinions regarding me. I hereby waive any physician-patient privilege that I may have or that may arise with any physicians, psychologists, health care providers (including both physical and mental health care providers), social workers, health care institutions, insurers, and other individuals or entities as a result of my participation in the participant selection process and/or the Series, and I have authorized the release to Producer of all records and information, written, verbal, electronic or otherwise, from any of the above persons and/or entities. As further evidence of the foregoing, I will contemporaneously execute a release for medical records and will deliver copies of such release to my physician(s), psychologist(s), health care providers, etc. I also agree to sign any additional authorizations that Producer or a health care provider deem necessary to facilitate the release of such records and information.

26. In case of an emergency, I authorize Producer to arrange for or provide such medical assistance to me as it determines necessary. I also authorize any licensed physician, health care personnel and/or medical facility to provide any medical/surgical care and/or hospitalization of me, including anesthetics, which such licensed physician, health care personnel and/or medical facility determines necessary or advisable. I authorize any reasonably necessary care by paramedics. In connection with the foregoing, I also agree to execute a copy of the Emergency Medical Release attached hereto as Exhibit C.

DISCLOSURES, COVENANTS, REPRESENTATIONS AND WARRANTIES

27. I am at least twenty-one (21) years of age.

28. I am a citizen or legal resident of the United States, and I currently reside in the United States, in _____ (city/state).

29. I am not (and no member of my immediate family [i.e., spouse, spousal equivalent, mother, father, daughter, son, sister or brother, or any of the foregoing that would be considered a “step” relative] nor any current member of my household is) now, nor have I (nor has any member of my immediate family or any current of my household) been since the date of my original application to become a participant on the Series an employee, officer, director, or agent of:

- (a) Network, its licensees, assigns, parents, or affiliated or subsidiary companies or any affiliated television station, or any television station that broadcast the Series;
- (b) Producer, its licensees, assigns, parents, or affiliated or subsidiary companies or any other person or entity involved in the development, production, distribution or other exploitation of the Series or any version or variation thereof.
- (c) If the above is not true please explain _____

30. I am not a candidate for public office and will not become a candidate before the initial broadcast of the last episode of the Series in which I appear, or until one year from the date of this Applicant Agreement (whichever is earlier).

31. I have never been arrested, except as follows (please describe the resolution of any arrests, including any convictions and penalties or fines imposed, if any):

32. The following are the only court proceedings (criminal and civil) or administrative proceedings or disciplinary proceedings (whether initiated by public or private entities) to which I have been a party:

33. Although Producer may obtain insurance covering certain damages arising out of my accidental death and/or disability, I acknowledge that Producer has no obligation to do so and that Producer recommends that I maintain my own accident and health insurance. Accordingly, I acknowledge that I alone am responsible for maintaining accident and health insurance to cover any bodily injury and/or personal property damage, as well as any insurance to cover my short-term or long-term disability from any injury and any insurance to cover my death. My health insurance carrier and identification number, and my health insurance carrier’s address and telephone number, are as follows:

34. My driver's license number, and state of issuance of my driver's license, are as follows: _____

I represent that my driving record is current and I have no driving violations or infractions in the last five years, except as set forth as follows:

35. I agree that, if I am selected to be a participant in the Series, my appearance as a participant in the Series is not employment and is not subject to any union or guild collective bargaining agreement, regardless of whether I am a member of any union or guild, and does not entitle me to wages, salary, corporate benefits, or other compensation under any such collective bargaining agreement or otherwise. For the purposes of workers' compensation only, I agree that I will be considered an "employee" of Producer and, as such, in the event of accident or illness, my rights and remedies will be limited to those available under the applicable workers' compensation statutes.

36. I understand that selection of participants shall be made based on such criteria as Producer and/or Network shall determine in their sole discretion, which may be subjective, including, without limitation, by members of the viewing public. Producer is selecting participants which it determines in its sole discretion to be, among other things, strong willed, outgoing, adventurous, physically and mentally adept, adaptable to new environments, and to have interesting life styles, backgrounds and personalities. Producer is not obligated to select me, even if I meet all eligibility requirements and all criteria for selection. Producer may in its sole discretion select and/or keep participants who have different physical or mental capacities or personality attributes, are previously acquainted with one another, and/or participants who have no previous acquaintance with one another. I further understand that members of the public and others may be involved in the selection of participants. Producer's decision regarding the selection of participants is final, binding and not subject to challenge or appeal. I understand that if I am selected, Producer is not obligated to have me appear on the Series and Producer and/or Network shall have the right at all times and in its sole discretion to remove or replace me as a participant in connection with the Series for any reason or no reason. I understand that even if I am selected, and even if I participate as a participant on the Series or any part thereof, Producer is not obligated to broadcast or otherwise use or exploit the Series or any part thereof. Without limiting the generality of any release set forth herein, I hereby release, indemnify, discharge and hold harmless Producer and Network and the other Released Parties (as defined herein) for and from any and all claims and liability in any way relating to the selection of participants and/or relating to any advantage or disadvantage, whether actual or perceived, that I or any other participant may have by virtue of differing physical or mental capacity or other personality attributes, pre-existing relationships with other participants, or any other attributes.

37. I will immediately notify Producer if any participant on the Series or any member of the production staff of the Series is an acquaintance, friend or relative of mine.

38. I agree that, if I perform or include any music that pre-exists my possible participation in the Series, I now hold, or in the alternative, shall hold prior to and during my possible participation in the Series, all rights, including synchronization rights, necessary for Producer to exploit the Series inclusive of such music, in perpetuity, in all media now known or hereafter devised, throughout the universe, and I hereby irrevocably grant Producer a blanket synchronization license to Producer allowing Producer to record and reproduce such music in or outside of the Series (including, without limitation, advertisements therefor), in perpetuity, in all media now known or hereafter devised, throughout the universe, and I represent and warrant that the use of such music in connection with the Series or otherwise

will not violate the rights of any third party. For the purposes of clarification, I further agree that, if I perform, create or include in the Series any music that does not pre-exist my possible participation in the Series, that such music is included in the definition of "Material," and that Producer shall own all rights, including synchronization rights, in connection with such music, including, without limitation, those rights necessary for Producer to exploit the Series inclusive of such music, in perpetuity, in all media now known or hereafter devised, throughout the universe.


39. If I display in the Series or submit to Producer for display in the Series any pre-existing photographs, published works and/or other artistic or other copyrightable materials, then I will have obtained all of the rights, clearances and releases necessary for Producer and Network to exploit said materials in and in connection with the Series and advertisements therefor and outside of the Series pursuant to Producer's rights hereunder, in perpetuity, in all media now known or hereafter devised, and throughout the universe, and I represent and warrant that the use of such materials in connection with the Series or otherwise will not violate the rights of any third party. For the purposes of clarification, I further agree that, if I create during the Series any photographs, published works and/or other artistic or other copyrightable materials, that such works and/or materials are included in the definition of "Material," and that Producer shall own all rights in connection with such works and/or materials, including, without limitation, those rights necessary for Producer to exploit the Series inclusive of such works and/or materials, in perpetuity, in all media now known or hereafter devised, throughout the universe. Notwithstanding the foregoing, all materials used by me in connection with the Series shall be subject to Producer's prior approval.

40. I will not bring, and will not permit my associates, friends, family or acquaintances to bring, any illegal drugs, weapons or other illicit items to the Location and I will not engage in, and will not permit any of the foregoing individuals to engage in, any weapons use, illegal drug use, or any other illegal activities at the Location. For purposes of this paragraph only, the term "Location" shall include any accommodations furnished by Producer or its representatives in connection with my participation in the Series at any time, whether before, during or after the production of the Series. I further agree that I will not engage in any illegal drug use during my participation in the Series. I acknowledge and agree the Producer may conduct a search of me and of any luggage, belongings and/or other items I may bring to the Location to ensure my compliance with the foregoing.

41. I further understand and agree that, should I be selected to participate in the Series, that, during my participation in the Series, I shall be prohibited from wearing any apparel, including, but not limited to, shirts, pants, shorts and hats, that contain any recognizable logos unless such apparel has been specifically provided to me by Producer or pre-approved by Producer.

42. I shall not mention or "plug" any commercial product, service, venture or thing on the Series, including the name of my employer. I am not, and no one acting on my behalf is, giving or receiving, nor have I or anyone acting on my behalf given or received, any monies or other valuable consideration (including a division of any prizes) in connection with my appearance on the Series, and I have not authorized and will not authorize, and no one acting on my behalf has authorized or will authorize, anyone else to do so. I am aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention of any thing on the Series without disclosure to Network or other broadcaster of the Series prior to broadcast of the Series is a **federal offense** punishable by fine and/or imprisonment. I agree that if anyone tries to induce me to make any such product mention or placement or to do any such act or accept any such money or consideration, I shall immediately notify Producer and a representative of Network.

43. I am aware that it is a **federal offense** punishable by fine and/or imprisonment for me or anyone to do anything that would rig or in any way influence the outcome of the Series with intent to deceive the viewing public (including, without limitation, colluding to share any prizes, stipends or other monies), and that it is a **federal offense** to accept any information or special or secret assistance in connection with the Series. I agree that I will not participate in any such act or any other deceptive or



dishonest act with respect to the Series. I acknowledge and agree that any agreement between me and any other participant(s) to share the Prize, if awarded to me or such other participant(s), shall constitute a deceptive or dishonest act hereunder. If anyone tries to induce me to do any such act, I shall immediately notify Producer and a representative of Network. I further understand and agree that I shall not partake in any gambling venture or other game of chance, skill or knowledge with respect to any information or observations that I may have gained either directly or indirectly through my participation in the Series. I understand and agree that any act by me in violation of this paragraph shall give Producer the right to terminate my participation from the Series and to withhold any prizes, stipends and/or other monies even if already awarded, granted, earned and/or received by me.

44. I shall pay all state and federal or other taxes on any prizes I win, including, but not limited to, cash, goods, services, merchandise, travel, lodging and/or tickets or access to events. Producer may deduct, withhold or require payment of any such taxes before delivery of any prizes or awards. If I am given a choice among prizes, I must choose from those offered by Producer, subject to the terms and conditions upon which they are offered by Producer. Notwithstanding the foregoing, in the event I win any prize on the Series, I acknowledge that Producer shall have the right in its sole discretion to supply me either a prize of comparable value or a cash amount equal to the fair market value of the prize I won or was awarded, as determined by Producer in its sole discretion.

45. My refusal to accept any prize shall constitute a forfeiture of that prize and I shall release the Released Parties (as defined below) of all obligations in connection with such prize.

46. I shall not advertise or otherwise disclose my winning of any prize. I shall not share, or make any agreement or promise to share, any prize or any portion of any prize with any other participant or any relative of, or representative of, any other participant. I acknowledge and agree that any agreement or promise in contravention of the preceding sentence shall be null and void and that such agreement or promise shall not be enforceable by myself or any other person or entity and that Producer shall have the right (i) to not award me, or withdraw or otherwise reclaim one or more prizes from me, in the event I have entered into such an agreement, and/or (ii) to enjoin the fulfillment or execution of any such agreement or promise and that I shall be responsible for any and all costs (including, without limitation, attorneys' fees) incurred by Producer in the event that Producer, in its sole discretion, decides to seek an injunction against the fulfillment or execution of any such agreement or promise. Prior to delivery of such prize, I may not assign any prize which I win or am awarded to another person or organization. I understand that any and all prizes (if any) awarded in connection with the Series may, in Producer's sole discretion, be contingent upon the Series actually being broadcast and be awarded only after the broadcast of the final episode of the Series.

47. Producer is not obligated to broadcast or otherwise use or exploit the Series, the Material or any part thereof, and Producer may broadcast the Series with or without the Material or any portion thereof, as Producer may determine in its sole discretion. All travel I undertake in order to appear in the Series shall be at my sole risk and (other than travel provided by Producer) expense.

48. I understand that the commencement of production, the production, and the completion of production of the Series may be delayed, suspended, terminated or abandoned by Producer at any time in its sole discretion and for any reason whatsoever, including due to events beyond Producer's control. Without limiting the foregoing in any way, I acknowledge and agree that in the event of fire, flood, epidemic, earthquake, explosion accident or other act of God, act of public enemy; act of government, including any governmental order, regulation or order of any court or competent jurisdiction; illness or incapacity of a member of the cast or director; inevitable lockout, strike or other labor dispute; riot or civil commotion; war (whether declared or undeclared) or armed conflict; acts of terrorism; enactment, rule, or order or act of government or governmental instrumentality (whether federal, state or local); or other cause of similar or different nature beyond Producer's control (all of which events are referred to herein as "force majeure events"), Producer shall have the right to terminate this Applicant Agreement without further obligations, if any, hereunder, or at Producer's option, to suspend the terms and operation of this Applicant

Agreement for a period equal to the duration of any such force majeure event. If production of the Series is abandoned or terminated for any reason, Producer shall not be obligated to award any prize to any participant and I understand that, in such event, I will forfeit my chance to win or be awarded the Prize or any other prize. Without limiting the generality of any release set forth herein, I hereby release, indemnify, discharge and hold harmless Producer and Network and the other Release Parties (as defined herein) for and from any and all claims and liability in any way relating to Producer's failure to award any prize as a result of the delay, suspension, termination or abandonment of the production of the Series.

49. With respect to any documents I sign in connection with my participation in the Series (if any), including, without limitation, this Applicant Agreement, I hereby waive any rights I may have under any laws of any jurisdiction 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.

CONFIDENTIALITY AND LIFE STORY RIGHTS

50. (a) I understand any appearance I may make on the Series is strictly for the purpose of participating in the Series as a participant. Except as specifically provided herein or as otherwise authorized by Producer and Network, I will not myself, and I will not authorize others to, publicize, advertise or promote my appearance on the Series, receive or generate any monetary advantage from my appearance on the Series, or use or disclose to any party any information or trade secrets obtained or learned as a result of my participation in the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series or the outcome of the Series (collectively, "Confidential Information"), for a period from the date of this Applicant Agreement until three (3) years after the initial broadcast of the last episode of the Series (i.e., the last episode of the Series as a whole, as distinct from the Episode Cycle in which I may be included as a participant or selected as an alternate). Without limiting the foregoing, I acknowledge that the initial broadcast of the Episode Cycle in which I may participate may occur, if at all, after the occurrence of the events depicted in the episodes and that any information revealed or disclosed prior to broadcast of the applicable episode will cause irreparable harm to Producer and Network. In that connection, I specifically agree that any Confidential Information, which shall include, without limitation, any information regarding the events portrayed in any particular episode, any other events occurring in or around the House, the elimination of participants and the selection of any winner, is to be held in strict confidence by me and cannot be disclosed by me to any third parties. Without limiting the foregoing in any way, I will not myself, and I 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 my appearance on the Series or my application to appear on the Series. During the Exclusive Period (as defined in paragraph 2 of this Applicant Agreement, and as it may be extended by the Option described in paragraph 2), all contact with the media regarding the Series or my participation in the Series must be organized and sanctioned by the press officer of Producer or Network in connection with the Series or by a duly authorized representative of the Producer or Network. I acknowledge and agree that I have previously executed and delivered to Producer a confidentiality agreement in connection with my application and possible participation in the Series and all terms and conditions in such confidentiality agreement shall be incorporated and made a part of this Applicant Agreement by this reference. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Applicant Agreement which will cause irreparable harm to Producer and/or Network and will cause substantial damage including, but not limited to: affecting the Series experience for the participants; eliminating the surprise, tension and outcome of the Series for the viewing public; adversely affecting television ratings of the Series; and/or placing Producer and/or Network in breach of their respective agreements with third parties, and given that the extent or amount of such damages would be difficult or impossible to ascertain in a court of law, the parties have agreed that a reasonable estimate of those damages would be in excess of US\$5,000,000. Accordingly, in the event I breach my confidentiality obligations contained in this paragraph, I agree that I shall pay to Producer and/or Network an amount equal to US\$5,000,000, plus reasonable attorneys' fees, as liquidated damages (collectively, the "Liquidated

Damages”), which amount represents not a penalty but rather the result of a reasonable endeavor by Network, Producer and I to ascertain the fair average compensation for any harm that Producer and/or Network will sustain as a result of such disclosure. I expressly agree that this liquidated damages provision is necessary because Producer and Network will in fact suffer significant damages as a result of violation of this paragraph, and that the amount of those damages is impracticable to calculate or ascertain with certainty or specificity. I understand that if a judgment is entered against me, Producer and/or Network may take all steps necessary to enforce such judgment including, but not limited to: (i) garnishing my wages and/or placing a lien on any real property I own; (ii) requiring the return or recovery of the value of any prize received or to be received in connection with the Series, (iii) the recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any. Notwithstanding the Liquidated Damages provided for herein, I understand and agree that the Liquidated Damages or any monetary damages will not be sufficient to avoid and/or compensate Producer and/or Network for the unauthorized use or disclosure of the Confidential Information and that injunctive or other equitable relief would be appropriate to prevent any improper actual or threatened use or disclosure of the Confidential Information or other breach of this Applicant Agreement.

(b) I agree to follow all of Producer’s and/or Network’s security procedures including, but not limited to, maintaining the secrecy of all Confidential Information and all Series information and materials (whether confidential or not). I further agree that I will use my best efforts to preserve the confidentiality and secrecy of all Confidential Information and Series information and materials that come into my possession or of which I become aware.

(c) The confidentiality obligations set forth in this paragraph shall remain in place whether or not I am selected to participate in the Series, 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 Series, and shall continue regardless of whether an episode of the Series 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.

(d) I understand and agree that Network and Producer solely will control issuance of all publicity, press releases and press conferences related to the Series. I agree not to participate in any publicity, press releases, or press conferences or to communicate with the press directly or indirectly in any respect in connection with the Series, without the express consent of an authorized representative of Network or Producer. Without limiting the generality of my confidentiality obligations contained herein, I also agree not to sell any life rights or stories to any third party to the extent that they relate to or include any Confidential Information concerning the Series, and I further agree not to participate in any manner in the preparation, production or drafting of any written work, any audio work, visual work or audio-visual work or other materials produced by third parties that depicts, concerns or relates to the Series in any way, including, without limitation, books, magazine articles, newspaper articles, television shows, Internet websites and any other form of media, without the express prior written consent of an authorized representative of Network or Producer.

(e) Upon the expiration or termination of my application process for the Series, and, if selected, upon the termination of my participation in, the Series (or earlier at Producer’s and/or Network’s request), I will promptly deliver to Producer and/or Network all materials in my possession containing any Confidential Information and all other property belonging to Producer and/or Network.

51. I irrevocably grant and release to Producer, in perpetuity and throughout the universe, the exclusive right, if I am selected as a participant in the Series, to depict, portray and represent me and my life and all episodes, exploits, events, incidents, situations and experiences contained in or associated or related to my life which occur, will occur or have occurred at any time (including, without limitation, my experiences in connection with the Series) (my “Life Story”) and the Material in theatrical motion pictures,



television programs and series, theatrical stage presentations, Internet websites, Internet programming and other computer on-line forms of exploitation, mobile and/or wireless programming, radio, other audio, visual, audio-visual, and/or print productions, books and other print publications (each, a "Production" and collectively, the "Productions"), the production, reproduction, exhibition, broadcast, distribution, advertising, publicity, promotion and other exploitation of the Productions in any and all media, whether now known or hereafter devised, and in the exercise of all subsidiary, allied and ancillary rights (e.g., remake, sequel, theatrical, television, radio, publishing, merchandising, soundtrack album and other similar rights) in the Productions. Producer may depict, portray and represent me and my Life Story either accurately or with such liberties and modifications as Producer determines necessary or desirable in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including, without limitation, to achieve a humorous or satirical effect, and by means of actors who may or may not resemble me. I hereby grant to Producer the perpetual and worldwide right to use my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material in connection with the production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of any and all Productions, and all rights therein.

52. I agree that I shall, at no cost to Producer, obtain releases from all members of my immediate family (which shall be defined to include, without limitation, my spouse (or spousal equivalent or life partner), mother (including step-mother(s)), father (including step-father(s)), girlfriend(s), boyfriend(s), daughter(s), son(s), sister(s), brother(s) or roommate(s), or any other person(s) who resides in my home on a regular basis, or resides in my home during the period of production of the Series), who may appear on camera or whom I may discuss or make reference to while on camera, and any other person Producer may designate, in the form of Exhibit D attached hereto, and to use my best efforts to procure a release, in the form of Exhibit E attached hereto, from such other persons as Producer may deem necessary or desirable.

RELEASE AND INDEMNITY

53. AS USED IN THIS APPLICANT AGREEMENT, THE TERM "RELEASING PARTIES" MEANS AND REFERS TO EACH OF ME, MY HEIRS, NEXT OF KIN, SPOUSE (OR SPOUSAL EQUIVALENT OR LIFE PARTNER) GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

54. AS USED IN THIS APPLICANT AGREEMENT, THE TERM "RELEASED PARTIES" MEANS AND REFERS TO EACH OF PRODUCER, NETWORK, ENDEMOL USA INC., ALLISON GRODNER PRODUCTIONS, INC., AND ARNOLD SHAPIRO PRODUCTIONS, INC., ALL STATIONS BROADCASTING THE SERIES OR ENTITIES OTHERWISE DISTRIBUTING ANY OR ALL OF THE SERIES, AND SPONSORS OF THE SERIES, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARY ENTITIES, AFFILIATED AND RELATED COMPANIES, SUCCESSORS AND ASSIGNS, AND THE RESPECTIVE PRESENT AND FORMER DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, REPRESENTATIVES AND MEMBERS OF EACH OF THE FOREGOING ENTITIES, AND THE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING.

55. I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY AGREE THAT I AND THE RELEASING PARTIES WILL NOT SUE OR CLAIM AGAINST THE RELEASED PARTIES OR ANY OF THE OTHER PARTICIPANTS IN THE SERIES, OR ANY OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, OR THE RELEASED PARTIES FOR ANY INJURY, ILLNESS, DISEASE (INCLUDING, WITHOUT LIMITATION, ANY SEXUALLY TRANSMITTED DISEASE), DAMAGE, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, HOWSOEVER CAUSED, RESULTING OR ARISING OUT OF OR IN CONNECTION WITH MY APPLICATION OR PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ELIMINATION FROM THE SERIES OR ACTIVITIES ASSOCIATED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE SERIES, AND WHETHER OR NOT CAUSED BY OR

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ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE, OR INCITEMENT BY, OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY OF THE RELEASED PARTIES OR ANY OF THE PARTICIPANTS IN THE SERIES.

56. I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES AND THE OTHER PARTICIPANTS IN THE SERIES, AND EACH OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (COLLECTIVELY, THE "RELEASED CLAIMS") ARISING OUT OF OR IN CONNECTION WITH APPLICATION OR PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ELIMINATION FROM THE SERIES OR ACTIVITIES ASSOCIATED WITH THE SERIES (INCLUDING, WITHOUT LIMITATION, MY PREPARATION FOR THE SERIES AND ANY TRAVEL I MAY UNDERTAKE IN CONNECTION WITH THE SERIES), WHETHER OCCURRING BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE SERIES, OR PRODUCER'S PRODUCTION AND EXPLOITATION OF THE SERIES, OR PRODUCER'S EXERCISE OF ANY RIGHTS GRANTED BY ME IN THIS APPLICANT AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, OR ANY INJURY, ILLNESS, DISEASE (INCLUDING, WITHOUT LIMITATION, ANY SEXUALLY TRANSMITTED DISEASE), DAMAGE, LOSS OR HARM TO ANY RELEASING PARTIES OR ANY THIRD PARTIES OR ANY OF THEIR PROPERTY, OR THE DEATH OF ANY RELEASING PARTIES OR ANY THIRD PARTIES. THE RELEASED CLAIMS SHALL INCLUDE BUT NOT BE LIMITED TO THOSE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF, OR INCITEMENT BY, ANY OF THE RELEASED PARTIES OR ANY OF THE OTHER PARTICIPANTS IN THE SERIES, WRONGFUL DEATH, PERSONAL INJURY, INFLECTION OF EMOTIONAL DISTRESS (BOTH NEGLIGENT AND INTENTIONAL), PRODUCTS LIABILITY, BREACH OF CONTRACT, FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER APPLICABLE LAWS, LIBEL, SLANDER, DEFAMATION, FALSE LIGHT, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY OR PERSONALITY, INFRINGEMENT OF COPYRIGHT, LOSS OF EARNINGS OR POTENTIAL EARNINGS, KIDNAPPING, FALSE IMPRISONMENT, AND THOSE BASED ON MY DISSATISFACTION WITH OR MY POSSESSION OR USE OF ANY PRIZE.

57. I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Applicant Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Applicant Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Applicant Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Applicant Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of the existence of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release. It is intended, understood and agreed that the release set forth herein constitutes release by myself and the other Releasing Parties of all claims, whether known or unknown, regarding or relating to the Series. I and the other Releasing Parties hereby



represent that we have been advised by our legal counsel (or, in the alternative, have had the opportunity to be advised by our legal counsel, and have chosen not to consult such counsel), understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

58. I AND THE OTHER RELEASING PARTIES IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS BY WHOMEVER ASSERTED ARISING OUT OF OR IN CONNECTION WITH (A) ANY BREACH OR ALLEGED BREACH OF ANY AGREEMENT, COVENANT, REPRESENTATION, WARRANTY MADE BY ME IN THIS APPLICANT AGREEMENT AND/OR (B) MY TRAVEL IN CONNECTION WITH, AND PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ELIMINATION FROM THE SERIES OR THE ACTIVITIES ASSOCIATED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE SERIES, INCLUDING, WITHOUT LIMITATION, ANY INJURY, ILLNESS, DAMAGE, LOSS, HARM OR DEATH I OR ANY RELEASING PARTIES OR ANY THIRD PARTIES MAY SUFFER THEREFROM AND ANY STATEMENT, ACTION OR OMISSION OF MINE DURING OR IN CONNECTION WITH THE SERIES OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SERIES (WHETHER BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE SERIES), AND MY USE OR POSSESSION OF ANY PRIZE.

THIRD PARTY BENEFICIARY

59. I understand and agree that Network is a third party beneficiary to this Applicant Agreement, and I acknowledge and agree that my performance of any obligations under this Applicant Agreement is intended to benefit Network.

MISCELLANEOUS

60. I shall not at any time use any of Producer's or Network's names, logos, trade names or trademarks (including, but not limited to, the title of the Series), or those of any of Producer's or Network's related companies, in connection with any media appearance or other type of appearance I may make or any kind of advertising, promotion, publicity, merchandise, or other product or service.


61. I shall not partake in any gambling venture or other game of chance, skill or knowledge with respect to any information or observations that I may have gained either directly or indirectly through my participation in the Series.

62. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and Producer, nor shall I be deemed Producer's agent for any purpose.

63. Any waiver of any term of this Applicant Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this Applicant Agreement shall in no way affect the validity or enforceability of any of the remainder of this Applicant Agreement.

64. 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 document, and acknowledge that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein.

65. This Applicant Agreement shall bind and inure to the benefit of the parties hereto and the Released Parties and each of their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Applicant Agreement is personal to me and is not assignable



by me and any purported assignment by me shall be null and void ab initio. This Applicant Agreement and any and all rights and obligations of Producer, Network or the other Released Parties under this Applicant Agreement may be freely assigned by Producer, Network, and the other Released Parties and any subsequent assignees thereof (as applicable).

66. I agree to execute and deliver to Producer any other documents consistent herewith that Producer considers necessary or desirable to evidence, effectuate or enforce this Applicant Agreement or any of the terms and conditions hereof. I hereby appoint Producer my true and lawful attorney-in-fact to execute and deliver any such documents in the event I fail or refuse to do so in accordance with this Applicant Agreement promptly after Producer's written request therefor (which appointment is deemed a power coupled with an interest and irrevocable under any and all circumstances).

67. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. The headings in this Applicant Agreement are inserted for reference and convenience only and are not intended to be a part of, or affect the interpretation of, this Applicant Agreement.

CHOICE OF LAW

68. THIS APPLICANT 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 PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA. SUBJECT TO THE ARBITRATION PROVISION BELOW, ANY ACTION, PROCEEDING OR LITIGATION CONCERNING THIS APPLICANT 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.

ARBITRATION

69. PRODUCER, NETWORK AND I AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES ARISING UNDER THIS APPLICANT AGREEMENT OR ANY OF ITS TERMS, ANY EFFORT BY ANY PARTY TO ENFORCE, INTERPRET, CONSTRUE, RESCIND, TERMINATE OR ANNUL THIS APPLICANT AGREEMENT, OR ANY PROVISION THEREOF, SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) PRODUCER AND/OR NETWORK, ON THE ONE HAND, AND I, ON THE OTHER HAND, 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, PRODUCER AND/OR NETWORK ON THE ONE HAND, AND I, 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 LOS ANGELES, CALIFORNIA OFFICE. PRODUCER, NETWORK AND 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. PRODUCER, NETWORK AND 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

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ARBITRATOR(S) AND THEIR STAFF, THE PARTIES' ATTORNEYS AND THEIR STAFF, AND ANY EXPERTS RETAINED BY THE PARTIES. PRODUCER, NETWORK AND I AGREE THAT, NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH OR IN ANY OF THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, SHALL PREVENT PRODUCER AND/OR NETWORK FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, WITHOUT POSTING ANY BOND, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND/OR INJUNCTIVE RELIEF PENDING THE ARBITRATOR'S OR ARBITRATORS' (AS THE CASE MAY BE) FINAL DECISION.


REMEDIES

70. WITHOUT LIMITING ANY OTHER PROVISION IN THIS APPLICANT AGREEMENT, MY REMEDIES FOR ANY BREACH OF THIS APPLICANT AGREEMENT BY PRODUCER OR OTHERS WILL BE LIMITED TO DAMAGES AND IN NO EVENT WILL I BE ENTITLED TO RESCIND THIS APPLICANT AGREEMENT OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. I UNDERSTAND AND AGREE THAT A BREACH BY ANY OF MY IMMEDIATE FAMILY MEMBERS, SPOUSE, SIGNIFICANT OTHER, OR ANYONE ELSE SIGNING ANY AGREEMENT IN CONNECTION WITH MY POSSIBLE PARTICIPATION IN THE SERIES (COLLECTIVELY, MY "IMMEDIATE FAMILY MEMBERS") WHICH MAY INCLUDE, WITHOUT LIMITATION, THE IMMEDIATE FAMILY MEMBER RELEASE, SHALL CONSTITUTE A BREACH BY ME OF SUCH RELEVANT AGREEMENT, WHICH SHALL ENTITLE PRODUCER TO ALL RIGHTS AND REMEDIES CONTAINED IN THIS APPLICANT AGREEMENT AND IN SUCH OTHER AGREEMENT SIGNED BY MY IMMEDIATE FAMILY MEMBERS. I RECOGNIZE THAT A BREACH BY ME OF THIS APPLICANT AGREEMENT OR BY MY IMMEDIATE FAMILY MEMBERS OF ANY AGREEMENT THEY ENTER INTO IN CONNECTION WITH MY POSSIBLE PARTICIPATION IN THE SERIES WOULD CAUSE PRODUCER AND NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY DAMAGES IN AN ACTION AT LAW AND THEREFORE, I HEREBY EXPRESSLY AGREE THAT (NOTWITHSTANDING THE ARBITRATION PROVISIONS ABOVE) PRODUCER AND NETWORK SHALL BE ENTITLED TO INJUNCTIVE AND OTHER EQUITABLE RELIEF, WITHOUT POSTING ANY BOND, TO PREVENT AND/OR CURE ANY BREACH OR THREATENED BREACH OF THIS APPLICANT AGREEMENT BY ME.

INTEGRATION – ENTIRE AGREEMENT

71. MY APPLICATION FOR THE SERIES, THE INTERVIEW AGREEMENT, THIS APPLICANT AGREEMENT, THE EXHIBITS AND ATTACHMENTS HERETO AND ANY OTHER DOCUMENT I HAVE SIGNED AND DELIVERED TO PRODUCER IN CONNECTION WITH THE SERIES CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, AND SUPERSEDE AND REPLACE ALL PRIOR NEGOTIATIONS, PROPOSED AGREEMENTS AND AGREEMENTS, WRITTEN AND ORAL, RELATING THERETO, AND CANNOT BE CHANGED OR TERMINATED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE PARTIES HERETO; PROVIDED, HOWEVER, THAT THIS APPLICANT AGREEMENT IS NOT INTENDED TO, AND DOES NOT, NEGATE, UNDERMINE OR DENIGRATE IN ANY WAY ANY WRITTEN REPRESENTATIONS, WARRANTIES, RELEASES OR AGREEMENTS THAT I MAY HAVE PREVIOUSLY OR OTHERWISE MADE TO PRODUCER.

72. 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 granted in this Applicant Agreement. I certify that I have made such an investigation of the facts pertinent to this Applicant Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Applicant Agreement, that I am of sound mind, and that I intend to be legally bound by this Applicant Agreement. I am aware that this Applicant Agreement is, among other things, a release of liability for future injuries and a contract between myself and Producer and/or its affiliated organizations, and that I am signing this Applicant Agreement of my own free will. All statements made by me in, and any and all information and/or material provided by me in connection with, this Applicant Agreement and any exhibits or attachments or related documents thereto (collectively defined as the



“Applicant Agreement Package”) are true. All statements made by me in this Applicant Agreement, and any and all information and/or material provided by me in connection with my application in general or the Interview Agreement Package (i.e., the Interview Agreement, the Personal Statement by the Patient/Medical Examiner’s Report, Authorizations for Release of Medical Information, Authorization and Release for the Procurement of a Background Investigation, and Background Investigation Questionnaire) previously submitted by me are true. Any other written or oral representations that I have made or will make to Producer and/or Network as part of, or subsequent to, the application process are true, or, to the extent that I do not have first hand knowledge as to the validity of any particular representation, that particular representation is true to the best of my knowledge. I understand that in the event that Producer or its agents or any other entity discovers or decides, in its sole determination, that I or anyone else associated with me has made a false or misleading statement as part of my application in general or the Interview Agreement Package or the Applicant Agreement Package or any exhibits, attachments or enclosures to any of those packages, Producer has the right, but not the obligation, to remove me from consideration as a participant or an alternate for the Series or to remove me from or not include me in the Series if I have already been selected as a participant or an alternate. I further understand and agree that the representations and understandings in this paragraph do not impose or imply any limitations on Producer’s concurrently existing right to reject me as a participant or alternate or to remove me as a participant or an alternate for any other reason whatsoever at any time. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past ten years are also noted below. The social security number furnished is my true social security number. I represent and warrant that I have reviewed this document with my own legal counsel prior to signing (or, in the alternative, although I have been given a reasonable opportunity to discuss this Applicant Agreement with counsel of my choice, I have voluntarily and on my own accord declined such opportunity).

73. I understand, acknowledge and agree that any breach or violation of any of the foregoing provisions by me may lead to my disqualification from the competition, removal from the Series, and my being declared ineligible to win any prizes or awards, in Producer’s sole discretion.

74. I represent and warrant that all information I am providing to Producer on this Applicant Agreement is valid, true and accurate, and that I have (or will concurrently provide) to Producer a legible photocopy of my valid driver’s license, passport or other acceptable government-issued photo identification for Producer’s verification and record-keeping purposes.

DATED: [REDACTED]

DATED: _____

APPLICANT:

OUR HOUSE PRODUCTIONS, INC.

[REDACTED]
Sig
Pri

By: _____

Its: _____

Social Security Number: [REDACTED]
Date of Birth: [REDACTED]

LIST ALL PRIOR NAMES, ALIASES,
PROFESSIONAL/STAGE NAMES, ETC.:

[REDACTED]

NOTE: PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT ADDRESS AND
TELEPHONE NUMBER.

[REDACTED]

EXHIBIT A

BIG BROTHER / LOCATION AGREEMENT

Dated: _____

_____ (herein called "Owner") hereby grants to OUR HOUSE PRODUCTIONS, INC. (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at _____ ("Property") for the purpose of photographing, videotaping and otherwise recording certain scenes for a television series presently entitled "BIG BROTHER" ("Series") commencing on or about _____ (subject to change on account of weather conditions or changes in production schedule), and continuing until completion of all scenes and work required.

Company may place all necessary facilities and equipment on the Property, and agrees to remove the same after completion of work and leave the Property in as good condition as when it was received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced.

Company agrees to use reasonable care to prevent damage to the Property, and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

Company shall have the right to photograph, record and use in any manner whatsoever any name connected with the Property and any signs located thereon and any logos and verbiage contained on such signs in connection with or as part of the Series and the right to refer to the Property by any real or fictitious name and the right to contribute any real or fictitious events as having occurred on the Property. Company shall have the right to reproduce, exhibit, advertise, and exploit and license others to reproduce, exhibit, advertise, and exploit all of the photographs and recordings made hereunder in connection with the Series in any and all media, whether now known or hereafter devised, throughout the world in perpetuity, including, without limitation, the right to use or authorize the use of any portion(s) of the Series containing the photographs and recordings made hereunder in other programs. Company shall be the sole owner of all right, title and interest in and to the Series and any photographs and recordings hereunder, and neither Owner nor any tenant, or other party now or hereafter having an interest in the Property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

Company is not obligated to actually use the premises or produce the Series or include material shot hereunder in the Series. Company may at any time elect not to use the premises by giving Owner notice of such election, in which case neither party shall have any obligation hereunder. If Company requires use of the premises for additional use in connection with the Series, Owner shall permit Company to re-enter upon and again utilize the premises for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold.

Owner hereby warrants that Owner has the right and authority to make and enter into this Location Agreement and to grant Company the rights set forth herein. Owner hereby agrees to indemnify Company, CBS Broadcasting, Inc., Allison Grodner Productions, Inc., Endemol USA Inc., all stations broadcasting the Series or entities otherwise distributing any or all of the Series, all sponsors of the Series, each of their respective parents, subsidiaries, affiliated and related companies, successors, and assigns,

and the respective present and former directors, officers, employees, agents, contractors, partners, shareholders, and representatives of each of the foregoing from and against any and all losses, liabilities, damages, expenses and claims (including reasonable attorneys' fees) as a result of any breach of said representations and warranties or covenants made by Owner in this Location Agreement. No other authorization is necessary to enable Company to use the Property for the purpose herein contemplated. Any waiver of any term of this Location Agreement in a particular instance shall not be a waiver of such term for the future. The invalidity or enforceability of any part of this Location Agreement shall in no way affect the validity or enforceability of any of the remainder of this Location Agreement. 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.

This Location 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 performed entirely within the State of California. Subject to the arbitration provision below, any action, proceeding or litigation concerning this Location Agreement may only be brought in Los Angeles County, California, and Owner hereby agrees that the courts of Los Angeles County, California, shall have exclusive jurisdiction over Owner and the subject matter of any such proceeding.

Any and all disputes or controversies arising under this Location Agreement or any of its terms, and any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Location Agreement, or any provision thereof shall be resolved by binding arbitration in accordance with the following procedure: either (i) Owner and Company shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if Owner and Company cannot agree on such arbitrator, Owner and Company 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 Los Angeles, California office. The arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. 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. The parties hereto agree that, notwithstanding the provisions of this paragraph or the applicable rules of the American Arbitration Association, Company shall have a right to seek injunctive or other equitable relief outside of arbitration, without posting any bond, including, without limitation, provisional relief pending the arbitrator's or arbitrators' (as the case may be) final decision. Without limitation to any other provision in this Location Agreement, Owner's remedies for any breach of this Location Agreement by Company or others will be limited to damages and in no event will Owner be entitled to rescind this Location Agreement or to seek injunctive or any other equitable relief.

[signature page follows]



This Location Agreement constitutes the entire agreement and supersedes and replaces all previous agreements relating to the specific subject matter hereof.

ACCEPTED:

OUR HOUSE PRODUCTIONS, INC.

("Company")

By: _____

Its: _____

("Owner")

By: _____

Business Address:

Phone: _____

EXHIBIT B

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Return Completed Form To:

Our House Productions, Inc.
Bungalow 26
CBS Studio Center
4024 Radford Avenue
Studio City, California 91604
Attention: Don Wollman

I authorize any licensed physician, medical practitioner, hospital, clinic, health maintenance organization or other medical or medically-related facility, insurance company, or other organization, institution or person, that has any records or knowledge of me or my health to give and disclose to the medical staff of Our House Productions, Inc. ("Producer") and its representatives all such information regarding me, including information or records regarding psychiatric, drug or alcohol use history. Any information obtained by Producer hereunder may be used for evaluation of my application to participate in the television series currently entitled "Big Brother" (the "Series"), for purposes of selecting participants in the Series, for quality assurance and peer review, and for any other purposes designated by Producer. Without limiting the generality of any release that I have made to Producer or otherwise in connection with the Series, I hereby expressly release, indemnify, discharge and hold harmless Producer, CBS Broadcasting, Inc., Allison Grodner Productions, Inc., Endemol USA Inc., all stations broadcasting the Series or entities otherwise distributing any or all of the Series, all sponsors of the Series, each of their respective parents, subsidiaries, affiliated and related companies, successors, and assigns, and the respective present and former directors, officers, employees, agents, contractors, partners, shareholders, representatives, and members of each of the foregoing, and any of the aforementioned personnel or entities who may release information or records relating to me, for and from any and all claims and liability in any way relating to such information/records and/or the disclosure thereof, and/or relating to any adverse consequences or outcomes that may result from such information/records or the disclosures thereof, or from my participation in the Series. This authorization will remain valid for the term of my involvement in the production of the Series. A photocopy of this authorization is as valid as the original.

DATE: _____



SIGNED: _____



Print Name: _____



EXHIBIT C

EMERGENCY MEDICAL RELEASE

Return Completed Form To:

Our House Productions, Inc.
Bungalow 26
CBS Studio Center
4024 Radford Avenue
Studio City, California 91604
Attention: Don Wollman

IN CASE OF EMERGENCY, I, by signing below, authorize Our House Productions, Inc. ("Producer"), Allison Grodner Productions, Inc., Arnold Shapiro Productions, Inc., Endemol USA Inc., the CBS Studio Center, CBS Broadcasting, Inc., any of its/their parent or subsidiary corporations or affiliates, and any of their employees, representatives, and contractors to arrange for or provide such medical assistance to me as they determine to be necessary.

I also authorize any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization to me, including anesthetics, which they determine necessary or advisable, pending receipt of a specific consent from me. I authorize any reasonably necessary care by the paramedics.

Without limiting the generality of any release that I have made to Producer or otherwise in connection with the Series, I hereby expressly release, indemnify, discharge and hold harmless Producer, CBS Television, Allison Grodner Productions, Inc., Arnold Shapiro Productions, Inc., Endemol USA Inc., the CBS Studio Center, CBS Broadcasting Inc., any of its/their parent or subsidiary corporations or affiliates, and any of their employees, representatives, and contractors, as well as any of the aforementioned personnel or entities who may release information or records relating to me, for and from any and all claims and liability in any way relating to such medical/surgical care or hospitalization, and/or relating to any adverse consequences or outcomes that may result from such medical/surgical care or hospitalization, or from my participation in the Series.

DATE: _____

SIGNED: _____

Print Name: _____

Emergency Contact Name: _____

Relationship: _____

Their address: _____

City: _____

State: _____

Zip Code: _____

Phone: Daytime: (_____

Area Code

Evening: (_____

Area Code

EXHIBIT D

"IMMEDIATE FAMILY" MEMBER RELEASE

Our House Productions, Inc.
Bungalow 26
CBS Studio Center
4024 Radford Avenue
Studio City, California 91604
Attention: Don Wollman

Ladies and Gentlemen:

[REDACTED] (the "Applicant") is applying to be selected to be a participant in the television series currently entitled "BIG BROTHER" (the "Series") to be produced by Our House Productions, Inc. ("Producer"). In connection with Applicant's application, Applicant has, among other things, released Producer and others from any liability in connection with the Series, granted life story rights to Producer, and agreed not to disclose information learned in connection with the Series to others.

In consideration of and as inducement to Producer further considering Applicant to become a participant in the Series, I, [REDACTED], agree as follows:

1. I am aware that Applicant, if selected to be a participant, has voluntarily agreed to participate in the Series and related activities with full knowledge, appreciation and understanding of the personal risks involved and has agreed to accept any and all risks of participating in the Series, including but not limited to, illness, serious personal injury, death and/or property loss.

2. INDEPENDENTLY AND APART FROM ANY CONSIDERATION ACCRUING TO ME HEREUNDER, I HEREBY IRREVOCABLY RELEASE AND DISCHARGE PRODUCER, CBS BROADCASTING, INC., ENDEMOL USA, INC., ALLISON GRODNER PRODUCTIONS, INC., ARNOLD SHAPIRO PRODUCTIONS, INC., OTHER SERIES PARTICIPANTS AND EACH OF THE RESPECTIVE PARENTS, SUBSIDIARY ENTITIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, REPRESENTATIVES, AND MEMBERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM, AND AGREE NOT TO SUE THE RELEASED PARTIES FOR, ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (INCLUDING, WITHOUT LIMITATION, THOSE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF, OR INCITEMENT BY, ANY OF THE RELEASED PARTIES OR ANY OF THE OTHER PARTICIPANTS IN THE SERIES, PRODUCTS LIABILITY, BREACH OF CONTRACT, FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER APPLICABLE LAWS, DEFAMATION, FALSE LIGHT, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY OR PERSONALITY, AND THOSE BASED ON APPLICANT'S POSSESSION OR USE OF ANY PRIZE OR STIPEND) (COLLECTIVELY, "**CLAIMS**") ARISING OUT OF OR IN CONNECTION WITH APPLICANT'S PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ELIMINATION FROM THE SERIES OR

[REDACTED]

ACTIVITIES ASSOCIATED WITH THE SERIES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ME OR APPLICANT OR MY OR APPLICANT'S PROPERTY, OR APPLICANT'S DEATH.

3. Except as specifically provided herein or as otherwise authorized by Producer, I will not myself, disclose to any party any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series or the method of production of the Series or the outcome of the Series, for a period from the date of this Release until three (3) years after the initial broadcast of the last episode of the Series (i.e., the last episode of the Series as a whole, as distinct from the set of episodes ("Episode Cycle") in which the Applicant may be included as a competitor or selected as an alternate). Without limiting the foregoing in any way, I will not myself, at any time, and I will not authorize others to, at any time, prepare or assist in the preparation of any written work (including, but not limited to, books and magazine articles), any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to the Series. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Release and, in addition, shall cause me to pay Producer total liquidated damages in the amount of US\$50,000 per violation, plus Producer's reasonable attorneys' fees incurred to enforce this paragraph. I 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 would incur if I breach the terms of this paragraph. Accordingly, I agree that the payment of damages as set forth above accurately reflects the damages that Producer would otherwise incur. I hereby expressly waive and relinquish any right which I may have to seek to characterize the damages hereunder as a penalty, and further agree that such damages represent a fair and reasonable estimate of Producer's actual damages if I breach the provisions of this paragraph.

4. I hereby irrevocably grant and release to you and CBS Broadcasting Inc. ("CBS"):

- (a) The non-exclusive right to interview me at such times as you may reasonably request and the right to record, film and/or photograph such interview(s) by such means as you desire (such recordings, films and photographs being hereinafter referred to as the "Interview Results");
- (b) If Applicant is selected to become a participant in the Series, I hereby irrevocably grant and release to you and CBS the non-exclusive rights to videotape, film and otherwise record me, my actions, voice and sound effects. The results and proceeds of my participation in the Series (including, without limitation, all such recordings) (collectively, the "Material"), including the copyright(s) and all other rights therein, shall be the exclusive property of Producer, and in consideration of Producer considering Applicant to be a participant on the Series, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant and assign to Producer all rights of any nature in and to the Material. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited (including, without limitation, for purposes of merchandising and publishing and any and all other commercial and non-commercial purposes) in any and all media, now known or hereafter devised, throughout the universe in perpetuity, at any time and from time to time, whether as part of any cycle of the Series or otherwise. The rights granted herein shall include, without limitation, all television rights (whether free, pay, cable, satellite or otherwise), and all allied, ancillary, subsidiary and incidental rights, including, without limitation, prequel, sequel and remake rights, motion picture rights, music publishing rights, literary publication rights, videocassette and video disc and laser disc and DVD rights, soundtrack album

rights, radio rights, merchandising rights, theme park rights, stage play rights, interactive cable rights, Internet site rights, download rights, streaming rights, so-called "wireless" and mobile devices rights (*e.g.*, iPod, cellular phone, ringtones, mp3 player), multi-media cable rights, and computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), rights with respect to any other media and/or devices, whether now known or hereafter devised, and promotional and advertising rights (including, without limitation, novelizations, printed synopses and excerpt rights and the right to broadcast, over radio, television, internet and all other media, advertisements with respect to productions produced hereunder). The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer and CBS in their sole discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Producer will own any so called "rental and lending rights" or similar rights. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive any compensation whatsoever.

- (c) The non-exclusive right, to use, in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material (collectively, "Likeness") in connection with the development, production, exhibition, advertising, publicity, promotion, marketing, merchandising and other exploitation of the Material and/or the Series, whether as part of the Series or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein, Producer's and CBS's business activities and the business activities of networks, stations, sponsors, and other users, exhibitors, distributors, assignees and licensees of the Material and/or the Series for any purpose including, without limitation, for any commercial or non-commercial purpose whatsoever, including, but not limited to product endorsement, whether related to the Series or otherwise. I agree that Producer may use all or any part of my Likeness, and may alter or modify it, regardless of whether or not I am recognizable. The material containing my Likeness may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer and/or CBS in their sole discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. I agree that any telecast or other exploitation of my Likeness, whether as part of the Series or otherwise, will not entitle me to receive any compensation whatsoever.
- (d) The non-exclusive right, if Applicant is not selected as a participant in the Series, or, the exclusive right, if Applicant is selected as a participant in the Series, throughout the universe in perpetuity to depict, portray and represent me and my life and all episodes, exploits, events, incidents, situations and experiences contained in or associated or related to my life (including, without limitation, and on an exclusive basis, my experiences in connection with Applicant's participation and/or involvement in the Series) (my "Life Story") in the Series and in theatrical motion pictures, television programs and series, theatrical stage presentations, radio, other audio, visual, audio-visual, and/or print productions relating to the life story, in whole or in part, of Applicant (each, a "Production" and collectively, the "Productions"). Without limiting the foregoing, Producer shall have the right to use my Life Story in connection with the production,

reproduction, exhibition, broadcast, distribution, advertising, promotion and other exploitation of the Series and the Productions in any and all media, whether now known or hereafter devised, and in the exercise of all subsidiary, allied and ancillary rights (e.g., remake, sequel, theatrical, television, radio, publishing, merchandising and other similar rights) in the Series and the Productions. Producer may depict, portray me and my Life Story either accurately or with such liberties and modifications as Producer determines necessary in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including, without limitation, to achieve a humorous or satirical effect, and by means of actors who may or may not resemble me. I hereby grant to Producer the perpetual and worldwide right to use my Likeness in connection with the production, exhibition, advertising, merchandising and other exploitation of the Series and any and all Productions, and all rights therein.

(e) I HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS THAT I MAY NOW HAVE OR MAY HEREAFTER HAVE FOR LIBEL, SLANDER, DEFAMATION, INVASION OF ANY RIGHTS OF PRIVACY, PUBLICITY OR PERSONALITY, INFRINGEMENT OF COPYRIGHT OR VIOLATION OF ANY OTHER RIGHT, WHICH ARISE OUT OF OR RELATE TO THE PRODUCTION, REPRODUCTION, EXHIBITION, BROADCAST, DISTRIBUTION, ADVERTISING, PROMOTION OR OTHER EXPLOITATION OF THE SERIES AND/OR ANY OF THE PRODUCTIONS, THE EXERCISE OF ANY RIGHTS IN THE SERIES AND/OR ANY OF THE PRODUCTIONS OR OF ANY RIGHTS GRANTED HEREUNDER.

5. Except with the express consent by an authorized representative of CBS or Producer and at all times subject to the confidentiality obligations contained in this Release, for a period until six (6) months from the date of the initial broadcast of the last episode of the Series cycle in which the Applicant may appear, I agree not to participate in any publicity, press releases or press conferences or to communicate with the press in connection with the Series in any respect.

6. Any name used in connection with any portrayal of me in and in connection with the Series or any of the Productions may be a fictitious name or, at your election, my real name.

7. I represent and agree that I have the full right and authority to enter into this Release and to grant all rights hereunder.

8. I hereby agree to assist you and to use my best efforts in procuring releases from such other persons and entities as you shall deem necessary in connection with the Series and any of the Productions; provided, however, that failure to procure such releases shall not be deemed a breach hereunder.

9. In connection with the foregoing release, 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. 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.”



10. **CHOICE OF LAW:** THIS RELEASE 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 PERFORMED WITHIN CALIFORNIA. SUBJECT TO THE ARBITRATION PROVISIONS BELOW, ANY ACTION, PROCEEDING OR LITIGATION CONCERNING THIS RELEASE 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.

11. **ARBITRATION:** I AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES ARISING UNDER 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 RELATING TO MY APPEARANCE OR PARTICIPATION IN THE SERIES AND/OR THE PRODUCTIONS, SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) PRODUCER AND/OR CBS ON THE ONE HAND, AND I ON THE OTHER HAND, 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, PRODUCER AND/OR CBS ON THE ONE HAND, AND I 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 (THE "AAA"), UNDER ITS COMMERCIAL ARBITRATION RULES, 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. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH OR IN THE APPLICABLE RULES OF THE AAA SHALL PREVENT PRODUCER AND/OR CBS FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, WITHOUT POSTING ANY BOND, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND/OR INJUNCTIVE RELIEF PENDING THE ARBITRATOR'S OR ARBITRATORS' (AS THE CASE MAY BE) FINAL DECISION.

12. **LIMITATION OF REMEDIES:** MY REMEDIES FOR ANY BREACH OF THIS RELEASE BY PRODUCER OR OTHERS WILL BE LIMITED TO AN ACTION FOR DAMAGES AND IN NO EVENT WILL I BE ENTITLED TO RESCIND THIS RELEASE OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF OR OTHERWISE RESTRAIN THE EXPLOITATION OF THE SERIES AND/OR THE PRODUCTIONS IN ANY MANNER.

13. **INTEGRATION / ENTIRE AGREEMENT:** THIS RELEASE CONTAINS THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO IN CONNECTION WITH THE SUBJECT MATTER HEREOF AND SUPERSEDES AND REPLACES ALL PRIOR NEGOTIATIONS, PROPOSED AGREEMENTS AND AGREEMENTS, WRITTEN AND ORAL, RELATING THERETO, AND CANNOT BE CHANGED OR TERMINATED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE PARTIES HERETO; PROVIDED, HOWEVER, THAT THIS RELEASE IS NOT INTENDED TO, AND DOES NOT, NEGATE, UNDERMINE OR DENIGRATE IN ANY WAY ANY WRITTEN REPRESENTATIONS, WARRANTIES, RELEASES OR AGREEMENTS THAT I MAY HAVE PREVIOUSLY OR OTHERWISE MADE TO PRODUCER.

14. This Release shall be for the benefit of and shall be binding upon me and Producer and our respective successors, licensees, assigns, heirs, executors and administrators. The rights herein

granted to Producer may be assigned, transferred or sold in whole or in part to any person, firm or other entity. Neither Producer nor CBS shall be obligated to actually produce any motion picture or program utilizing the rights granted hereunder, mention my name or depict me in any motion picture or program, or otherwise exercise any of the rights granted hereunder. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future. The invalidity or enforceability of any part of this Release shall in no way affect the validity or enforceability of any of the remainder of this Release. 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.

Very truly yours,

Print

Signature

Address

Relationship to Applicant

Date:

ACCEPTED AND AGREED TO:

OUR HOUSE PRODUCTIONS, INC.

By: _____

Its: _____

Date: _____

Consent of Parent or Guardian

[To be signed if the person signing above is under the age of 18]

I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said Release is fair and equitable, and I hereby give my express consent to the execution thereof and will not revoke my consent thereto at any time hereafter.

Print Name

Signature

Date: _____

EXHIBIT E


RELEASE

I hereby consent to the recording, use and reuse by Our House Productions, Inc. ("Producer") and CBS Broadcasting Inc. ("CBS") and any of their licensees and assigns and each of their respective employees, agents, parents, subsidiaries, and related companies in any and all media, whether now known or hereafter devised, worldwide, in perpetuity, of my voice, actions, likeness (actual or simulated), name, sobriquet, appearance and biographical information (collectively "likeness") in connection with the production of a program and/or series of television programs currently entitled "Big Brother" (the "Series"). I agree that Producer may use all or any part of my likeness, and may alter or modify it, regardless of whether or not I am recognizable. I further agree that Producer may use my likeness in connection with any marketing, promotion, publicity, advertisement, and/or merchandising for the Series and all other commercial and non-commercial purposes. I understand that Producer is recording my likeness in reliance on this consent.

I HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE PRODUCER, CBS BROADCASTING, INC., ENDEMOL USA, INC., ALLISON GRODNER PRODUCTIONS, INC., ARNOLD SHAPIRO PRODUCTIONS, INC., OTHER PROGRAM PARTICIPANTS AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARY ENTITIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND THE RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, REPRESENTATIVES, AND MEMBERS OF EACH OF THE FOREGOING (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS THAT I MAY NOW HAVE OR MAY HEREAFTER HAVE FOR LIBEL, SLANDER, DEFAMATION, INVASION OF ANY RIGHTS OF PRIVACY, VIOLATION OF ANY RIGHTS OF PUBLICITY OR PERSONALITY, FALSE LIGHT, INFRINGEMENT OF COPYRIGHT OR VIOLATION OF ANY OTHER RIGHT, WHICH ARISE OUT OF OR RELATE TO THE PRODUCTION, REPRODUCTION, EXHIBITION, BROADCAST, DISTRIBUTION, ADVERTISING, PROMOTION OR OTHER EXPLOITATION OF THE SERIES, THE EXERCISE OF ANY RIGHTS IN THE SERIES OR OF ANY RIGHTS GRANTED HEREUNDER.

CHOICE OF LAW: THIS RELEASE 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 PERFORMED WITHIN CALIFORNIA. SUBJECT TO THE ARBITRATION PROVISIONS BELOW, ANY ACTION, PROCEEDING OR LITIGATION CONCERNING THIS RELEASE 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.

ARBITRATION: I AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES ARISING UNDER 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 RELATING TO MY APPEARANCE OR PARTICIPATION IN THE SERIES, SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) PRODUCER 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, PRODUCER 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 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 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. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH OR IN THE APPLICABLE RULES OF THE



AMERICAN ARBITRATION ASSOCIATION SHALL PREVENT PRODUCER AND/OR CBS FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, WITHOUT POSTING ANY BOND, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND/OR INJUNCTIVE RELIEF PENDING THE ARBITRATOR'S OR ARBITRATORS' (AS THE CASE MAY BE) FINAL DECISION.

LIMITATION OF REMEDIES: MY REMEDIES FOR ANY BREACH OF THIS RELEASE BY PRODUCER OR OTHERS WILL BE LIMITED TO AN ACTION FOR DAMAGES AND IN NO EVENT WILL I BE ENTITLED TO RESCIND THIS RELEASE OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

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I have signed this release and consent on the _____ day of _____

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Signature _____

Address _____

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Date: _____

Consent of Parent or Guardian

[To be signed if the person signing above is under the age of 18]

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Print Name

Signature

Date: _____
