



ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be (a) a legal resident of the U.S. and able to legally travel to any foreign country in connection with your participation (if any) in the Program, or (b) able to obtain the appropriate visa or waiver to enable you to stay legally in the U.S. to participate in the Program and be able to legally travel to any foreign country in connection with your participation (if any) in the Program.
 - 2) You must be at least 18 years of age.
 - 3) Your idea and/or business must be in the start-up stage or in business no longer than 3 months.
 - 4) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a contestant.
 - 5) You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and the Network will consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
 - (a) KyMoKi Entertainment Inc., or any television production company KyMoKi Entertainment Inc is affiliated with, network, station or distributor owned and operated by KHON TV 2 or any other network that the program is aired on.
 - (b) Producer, or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
 - (c) Any sponsor of the Program or its advertising agency; or
 - (d) Any person or entity supplying prizes or other services to the Program.
- In addition, Producer and the Network reserve the right, but are not obligated, to disqualify or render ineligible any person whom any of them determines, in their sole discretion, is sufficiently connected with the production, administration, casting, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal.
- 6) If you are selected as a potential contestant, you must execute waivers and release agreements, including, but not limited to, an Applicant Agreement, Release and Arbitration Provisions and other agreement(s) as required by the Producer or the Network, or any of their licensees, successors or assigns.
 - 7) You will need to be available to the production for **approximately between three and five weeks or possibly longer or shorter. Dates TBA** (all dates subject to change in the sole discretion of Producer), and you will need to be available for pre-production and post production activities. Furthermore, you may be separated from the other members of your family for some or all of this time. You will need to be willing to travel to various locations as part of production.
 - 8) Any offer to become a participant may be conditioned upon your submission to medical and/or psychological examinations to be conducted by medical professionals selected by and paid for by the Producer and the certification of the medical professionals that you meet all medical and psychological requirements. You must be willing to submit medical and psychological information to the production, and you must be willing to submit to a medical examination, psychological examination, and background check.

9) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements set forth in this application; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the contestant selection process and/or from the contest and/or from the Program if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to interview me and/or select me as a contestant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the contestant selection process and/or during my participation in the Program (if applicable); (vi) my voice, actions, and likeness will be recorded as a part of this application and contestant selection process, and I understand that Producer may, but is in no way obligated to, actually use such recordings within the Program or in any other manner; (vii) even if I am selected as a contestant, Producer has no obligation to produce the Program or conduct the contest and the Network has no obligation to exhibit it, even if conducted and produced; (viii) all decisions by Producer concerning selection of the contestants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the contestant selection process whether or not I am selected as a contestant, and Producer may, but is in no way obligated to, use any such materials in the Program or in any other manner.

(b) By signing below and submitting this application, I hereby consent to the recording, use and reuse by Producer and the Network, and each of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of their respective representatives, employees, agents, officers and directors (collectively referred to herein as "Releasees"), of my name, voice, actions, likeness (actual or simulated), nickname, appearance, biographical information, and any information contained in, derived from or obtained in connection with this application, including, without limitation, any recordings or still pictures of me taken during the contestant selection process and any materials submitted by me in connection with my application, including, but not limited to, my video and photograph of me (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Producer, the Network or by any of the other Releasees, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with all allied, ancillary and subsidiary rights therein, including without limitation, advertisements, promotion, publicity, marketing and merchandising, or otherwise.

Further, by signing below and submitting this application, I warrant and represent that everyone appearing in the video submitted by me in connection with this application and anyone that may have shot the video and taken the photograph submitted by me in connection with this application agrees that the video and photograph may be used in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production and in the advertisements, publicity and promotions for the Program, any other production, and for any entity that exhibits or otherwise exploits my Likeness, the Materials (as defined below), the Program or other production

throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, without any compensation whatsoever. I agree that Releasees or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any recordings made by any of them as well as in and to any video, recordings, and still pictures that I have provided or may provide in connection with my application, including, but not limited to, of my recipes/dishes and any other materials that I have

provided or may provide in connection with this application, the Program and the contestant selection process, including, but not limited to, my recipes/dishes, which video, still pictures and any other materials will not be returned to me (collectively referred to herein as the "Materials"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this application.

I agree to take, at Producer's expense, any further action, in writing (including, without limitation, execution of affidavits and/or other documents), requested by Producer to effect, perfect or confirm Producer's and the Network's rights in the Materials and my Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and no commercially exploit the Materials and my Likeness in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to me or any other person or entity.

(c) I understand that the contestant selection process will involve subjective decisions made by certain individuals selected by Producer and/or the Network in their sole discretion. I further understand that those certain individuals, the Network, Producer and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all contestant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(d) Release and Agreement Not to Sue. To the maximum extent permitted by law, by signing this application, I hereby release the Releasees and any television station or channel, cable network, or satellite network that airs the Program, the other contestants and participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my participation in or in connection with the Program, and/or the recording or use of my Likeness and/or the Materials, including, without limitation, my participation in the contestant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Producer to select me as a contestant, the cancellation of the Program, or the exercise by Producer of any rights granted by me with respect to the Program on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, false light, and defamation) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time. Further, to the maximum extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any other reason based on any of the Released Claims hereunder.

(e) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in this application, any supporting documents and any other document that I submit, have signed or do sign in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection therewith. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all claims, actions, damages and liabilities arising out of or in connection with any such investigation. I specifically authorize investigation of my employment records, medical records, and government records, including, but not limited to, my motor vehicle records, criminal records, civil records, military records, credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting contestants in the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and/or in and in connection with any advertising, promotion or publicity for the Program or other program.

(f) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and medical examinations and background investigations of me if required by Producer in Producer's sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting contestants for the Program. Additionally or in the alternative (in Producer's sole discretion), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(g) Whether or not I am selected to be a contestant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, contestant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or to the Network, the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program contestants, the location(s) of the Program, the events contained in the Program, or the outcome of any contest in or episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a contestant on the Program or (if I am selected to be a contestant) as the result of my experiences as a contestant on the Program (collectively, the "Information and Materials"). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or the Network. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by the Network by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or the Network result in my being disqualified to participate as a contestant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and the 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 Producer and the Network shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the confidentiality provisions of this application by me. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient. Accordingly, I agree to pay Producer and the Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program. I agree that One Hundred Thousand Dollars (\$100,000.00) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application. In addition, I agree to pay Producer and Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program. I agree that One Hundred Thousand Dollars (\$100,000.00) plus disgorgement of any income is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application.

10) As used herein, "Producer" shall include KyMoKi Entertainment and/or Triple Diamond Records, and Lewis Communications its licensees, successors, and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

11) This application shall be interpreted under the internal, substantive laws of the State of Hawaii without regard to the conflicts of law provisions thereof.

12) **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by mediation under Hawaii's applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY AN APPOINTED ATTORNEY IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF. THE SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN HAWAII. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF MAUI, HAWAII. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR THE NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND THE NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND THE NETWORK SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.**

13) SEVERABILITY. THE ILLEGALITY, INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS APPLICATION SHALL IN NO WAY AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OF THE REMAINDER OF THIS APPLICATION, WHICH SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I have read, understand, and agree to be bound by all of the terms and conditions of this application.

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

SIGNATURE: _____

DATE: _____

Name (Please print or type) _____

Address _____

Phone Number _____

NOTE: You MUST NOT DISCLOSE any information you have learned about the show during this casting/application process.

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this show to any third party including but not limited to members of the media or press, YOU MAY BE IMMEDIATELY DISQUALIFIED FROM THE APPLICATION PROCESS AT THE SOLE DISCRETION OF THE PRODUCER.

Thank you for your time and effort in completing the form.

Please notify Producer in writing if there is a change in your address, phone number or other information provided by you in this application.

Don't forget to attach a photocopy of your Driver's License or government issued photo ID and any military discharge records, if applicable.

Please be sure to sign and date the Certification of Veracity. If you fail to do so, your application will not be considered.

Please make sure your passport is valid and up to date. If you do not have one, please apply for one immediately.

Good Luck!

FOR PRODUCTION USE ONLY:

Any possibility of LEG? YES NO (Circle one)

If yes, number on driver's license or other form of gov't issued photo ID:

Attach photocopy of ID document, or write tape number and time code of close-up of ID document here: