

**SO YOU THINK YOU CAN DANCE®**  
**Audition Terms and Conditions**

*So You Think You Can Dance*® (the “Program”) is a television program with initial exhibition in the United States, in which a dance competition will be conducted. By participating in the 2022 live auditions (the “Audition”) or submitting an online audition video (“Online Audition Video”) of an eligible contestant (“Contestant”) for consideration by Dance Nation Productions Inc., Industrial Media Inc., and MRC Live & Alternative, LLC (collectively, “Producer”) in connection with the Program, Contestant acknowledges that Contestant has read, understands, and voluntarily agrees to abide by the Privacy Policy and these Audition and Online Video Submission Terms and Conditions (collectively, the “Terms and Conditions”) in their entirety and the [Privacy Policy](#). The effective date of these Terms and Conditions (the “Effective Date”) shall be February 7, 2022.

Prior to a live audition or submitting an Audition Video, please confirm that Contestant meets the Eligibility Requirements in Section A below. In addition, please ensure that Contestant’s Audition Video meets the Audition Video Submission Requirements in Section B below.

More information about So You Think You Can Dance is available at [fox.com/dance](https://fox.com/dance). Any discrepancy between these Terms and Conditions and any Terms and Conditions that are contained in the audition agreement each contestant must sign if advanced to the next round, those in the audition agreement shall govern.

**PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.** THESE TERMS AND CONDITIONS CONTAIN BOTH A MANDATORY ARBITRATION PROVISION, WHICH INCLUDES A CLASS ACTION, CLASS ARBITRATION AND JURY TRIAL WAIVER. THESE PROVISIONS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION PROVISION AND THE CLASS ACTION WAIVER PROVISION.

**Eligibility Requirements.**

To participate in the Program, Contestant must be able to prove:

- Contestant is a legal U.S. citizen or a legal permanent U.S. resident, or possess a current legal Employment Authorization Card, allowing Contestant to seek employment freely (i.e., without restrictions as to employer) in the U.S. on or before the day Contestant submits Contestant’s Audition Video; and
- **Contestant will be at least 18 years old and no older than 30 years old on the date of the Contestant’s first in-person audition for Producer.** Upon request, Contestant shall provide Producer with copies of evidence of the foregoing together with a signed Audition Agreement. A Permanent Resident Card or Employment Authorization Card must be valid until at least March 31, 2023.
- **POTENTIAL CONTESTANTS MUST BE ABLE TO PROVIDE DOCUMENTATION SUFFICIENT TO ESTABLISH IN PRODUCER’S DISCRETION THAT THE POTENTIAL CONTESTANT HAS RECEIVED A FULL COURSE OF VACCINATION AGAINST COVID 19, INCLUDING APPLICABLE BOOSTER SHOTS, IF ELIGIBLE, USING A VACCINE APPROVED OR AUTHORIZED FOR USE BY THE UNITED STATES**

**FOOD AND DRUG ADMINISTRATION (“FDA”). IN THE EVENT A POTENTIAL CONTESTANT IS NOT YET ELIGIBLE FOR THE BOOSTER DUE TO THE WAITING TIME PERIOD PRESCRIBED BY THE CDC FOR A BOOSTER AFTER THE INITIAL COURSE OF VACCINATION, THE POTENTIAL CONTESTANT MUST AGREE THAT THEY WILL RECEIVE THE BOOSTER WITHIN 72 HOURS OF BECOMING ELIGIBLE (AND PROVIDE PROOF SATISFACTORY TO PRODUCER). FAILURE TO DO SO SHALL SUBJECT THE APPLICABLE CONTESTANT TO DISQUALIFICATION AT PRODUCER’S DISCRETION. POTENTIAL CONTESTANTS WHO HAVE THEIR BOOSTER SHOT MUST FOLLOW ALL OF PRODUCER’S TESTING AND MASKING REQUIREMENTS UNTIL THEY PASS THE APPLICABLE WAITING PERIOD FOR DEVELOPING IMMUNITY USING THAT VACCINE, AS RECOMMENDED BY THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION (“CDC”) (I.E., AT LEAST TWO WEEKS HAVE ELAPSED SINCE RECEIVING THE BOOSTER VACCINE (PFIZER, MODERNA, OR JOHNSON & JOHNSON)).**

2. If Contestant is asked to participate in the competition, Contestant MUST be able to demonstrate to the satisfaction of Producer that at the time of submission of the Audition Video, Contestant does not have any of the following (whether written or oral):

- a membership of the American Federation of Television and Radio Artists (AFTRA) or any other performing artist union or guild. If Contestant is a member of any performing arts union or guild, Contestant’s participation as a contestant on the Program or in the audition process therefore, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle Contestant to any wages or salary or other similar compensation; or
- any other contractual arrangement that, in Producer’s sole discretion, would prohibit Contestant from fully participating in the show and/or entering into any contracts required by Producer, including but not limited to the touring agreement.

**Contestant agrees that if Contestant is chosen to advance, Contestant will execute any and all documents required by Producer, including but not limited to an Audition Agreement and Waiver.**

3. Neither Contestant, nor any of Contestant’s immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of Contestant’s household (whether or not related to Contestant) are current employees, directors, officers, independent contractors, agents, or representatives of Industrial Media Inc. (“Industrial Media”), Fox or the applicable commissioning network (collectively “Network”), MRC Live & Alternative, LLC (“MRC”), or their respective parents, subsidiaries or affiliated companies, or any of their respective licensees, successors or assigns; or any other person or entity connected with the production or administration of the auditions or the Program; any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program or any variation thereof; any person or entity involved in the development, production, distribution, or other exploitation of the Program or any variation thereof; any sponsor of the Program or its or their advertising agency; or any person or entity supplying services or prizes to the Program. The entities described in the preceding sentence shall be referred to herein, individually and collectively, as the “Producer Entities.” In addition, to the best of Contestants knowledge, Contestant does not know anyone who is now, or has been in the past two (2) years an employee or independent contractor of any of the Producer Entities. Producer and/or Network reserves the right to remove from the Program any person (including Contestant) Producer and/or Network determines, in Producer’s and/or Network’s sole discretion, is sufficiently connected with the Program or any of the Producer Entities such that such person’s participation in the Program could create the appearance of impropriety. Conversely, Producer and/or Network reserves the right to allow any person to remain part of the Program who may have a connection with the Program or any of the Producer Entities if, in

Producer's and/or Network's sole discretion, Producer and/or Network determines that such person's involvement in the Program does not and will not affect the integrity of the Program.

## **B. Further Documentation.**

In the event Producer chooses Contestant to participate in the competition, Contestant will be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including, without limitation, a Participant Agreement and Release and Confidentiality Agreement. In addition, Contestant will be required to complete an extensive background questionnaire and will be subject to a thorough background investigation and other examinations, at Producer's discretion. If Producer chooses Contestant to participate in the competition, Contestant may be required to sign an agreement for the management of Contestant's career in the entertainment industry, an agreement for the use of Contestant's name, voice, likeness, and biography in connection with advertising, endorsements, merchandising and sponsorship, and an agreement to participate in the *So You Think You Can Dance*® Tour.

Contestant's family and/or guests should be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. **ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF CONTESTANT FAILS TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, CONTESTANT MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.**

## **C. Exclusions/Disqualification.**

Producer reserves the right to exclude or disqualify, in its sole and absolute discretion, any individual from the audition process for any reason or for no reason at all, including without limitation, violation of any portion of these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change these Terms and Conditions at any time, with or without notice. **BEING CHOSEN TO AUDITION AT ANY LEVEL IN THE PROCESS DOES NOT ENSURE THAT CONTESTANT WILL BE SELECTED TO FURTHER AUDITION OR TO PARTICIPATE IN THE COMPETITION.**

## **D. Online Audition Video Submission Requirements.**

### 1. General Requirements.

(a) **Contestant may submit ONLY ONE (1) Audition Video of Contestant.**

(b) Audition Videos should be submitted at <https://danceshow2022.castingcrane.com> and uploading a video or providing a link to a video of their performance. In addition, potential contestants may audition in person in New York, New Orleans, or Los Angeles.

If selected, producers will reach out to schedule the contestant for an in-person audition in one of these audition cities: New York (March 12/13), New Orleans (March 17/18) or Los Angeles (March 26/27).

*The deadline to register online for a chance to audition in New York or New Orleans is **Sunday, February 27, 2022 at midnight.***

*The deadline to register online for a chance to audition in Los Angeles is **Sunday, March 13, 2022 at midnight.***

I Contestant must have Internet access during the Video Submission Period and sign up as the Contestant on the Online Audition Website. There is no charge to become a Contestant on the site.

**(d) The Audition Video MUST be submitted by a registered Contestant at least eighteen (18) years of age.**

(e) The Audition Video must comply with the requirements of this Section B. Any Audition Video that, in Producer's sole discretion, does not comply with the requirements of this Section B may be excluded.

(f) The Audition Video submission will not be complete until Contestant has accepted these Terms and Conditions and the [Privacy Policy](#).

(g) Producer reserves the right to determine, in its sole discretion, if Contestant is eligible to participate in the competition. Producer may, at its sole and absolute discretion, select any eligible person to advance to any round of the auditions and/or the competition, regardless of whether the eligible person has attended any of the audition cities or auditioned in any other manner available (e.g., Live Auditions, Video Auditions, etc.).

(j) (h) By submitting this audition video, Contestant agrees that any exploitation of Contestant's appearance in the audition video may be edited, cut, rearranged, adapted, dubbed or otherwise revised, if applicable, by Producer in connection with the Program or in any manner whatsoever, and that any such use will not entitle Contestant to receive any wages, benefits, fees or other compensation.i) Producer makes no guarantee that online audition videos it receives will be reviewed. Without limiting the foregoing, **Audition Videos received after 11:59 p.m. PDT on March 13, 2022 are not eligible for Los Angeles in-person audition consideration.**

(j) Producer reserves the right in its sole discretion to modify or change the eligibility requirements hereunder from time to time and such modifications will be effective upon posting to the Online Audition Website. Producer reserves the right in its sole discretion to allow anyone to participate in the competition regardless of how, when, and/or whether they participated in the audition process.

## 2. Audition Video Content.

(a) Audition Videos must conform to the requirements of these Terms and Conditions, as well as the [Privacy Policy](#). These Terms and Conditions and the Privacy Policy may be amended from time to time.

(b) Audition Video should be in the style in which Contestant intends to audition at call backs, if selected.

(c) The Audition Video must NOT be manipulated in any way.

(d) The Audition Video must NOT contain any post-production enhancements or be digitally enhanced or distorted.

- (e) On the Online Audition Website, Contestant must answer a series of questions (video and text) and then record Contestant's performance or upload a video.
- (f) Audition Videos may be submitted by uploading a YouTube or Vimeo link that meets these Audition Video Submission Requirements.
- (g) Audition Videos may be recorded at the time of the audition or may be a pre-existing video, or link to a YouTube video that meets the Audition Video Submission Requirements.
- (j) (h) Audition Video must NOT include any person other than Contestant and competing/non-competing dance partner, if any.i) Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent (e.g., relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation, or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
- (j) Audition Videos must NOT include mention or feature any uncleared copyrighted material, including but not limited to dances, songs, music, logos, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
- (k) Audition Videos must NOT contain derogatory references to Producer, Network, or any related entities.

#### **E. Online Audition Judging/Selection.**

Audition Videos submitted for consideration in this Online Audition, if reviewed, will be judged according to the same parameters as other auditions for the Program. **If Contestant is selected to progress in the audition process or to participate in the competition, Contestant will be required to provide and arrange at Contestant's own cost for Contestant's own travel to a location selected by Producer in Producer's sole discretion.** If Contestant is selected to advance further in the audition process or to participate in the *So You Think You Can Dance*® competition Contestant must be at least 18 years old and no older than 30 years old on the date of the Contestant's first in-person audition for Producer. In addition, Contestants must bring a government-issued photo ID (for example, a driver's license or passport).

#### **F. Online Audition Video License.**

Contestant shall retain all ownership rights in the Audition Video. By submitting the Audition Video, Contestant hereby grants to Producer, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Video for any purpose whatsoever, throughout the universe, in any and all media now know or hereafter created, including, without limitation, in connection with (i) the Program, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Program (and derivative works thereof), and (ii) the business of Producer and/or Network and Producer and/or Network's network of Internet websites, applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which Producer and/or Network may distribute content to end users, whether now existing or hereafter developed (together, the "Platforms"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to Contestant. For the avoidance of doubt, without limiting the generality of the rights granted to Producer and/or any Producer Entity, these

rights include, without limitation, the absolute right to edit and/or alter any Audition Video; distribute and synchronize all or any portion of the Audition Video in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-telecast, re-platform, port, syndicate, route, and link to and from all or any portion of the Audition Video; to encrypt, encode and decode, and compress and decompress all or any portion of the Audition Video; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of the Audition Video; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of the Audition Video; and to excerpt and/or extract portions of the Audition Video in order to host, store, index, categorize and display the Audition Video on or through the Platforms.

Producer has no obligation to review the Audition Video or to use the Audition Video in any manner whatsoever.

### **G. Representations and Warranties / Indemnification.**

Contestant represents and warrants: (i) Contestant is the copyright owner of the Audition Video, (ii) the Audition Video is an original, previously unpublished, and previously unproduced work; (iii) the Audition Video is wholly original with Contestant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the Audition Video neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (v) the Audition Video does not and will not violate any applicable laws, and meets the Audition Video Submission Requirements set forth above in Section B. Audition Videos must not contain any unauthorized third party owned material, including, but not limited to, dances, trademarks, logos, music, copyrighted photos and the like. Contestant will, upon request, furnish to Producer any documentation, substantiation, and releases necessary and reasonably required for all copyrighted material, music, identifiable third parties, identifiable locations, and releases from anyone who assisted in the creation of the Audition Video to prove, confirm, verify, and substantiate participant's compliance with any or all of these Terms and Conditions, including, without limitation, the foregoing representations and warranties. In the event Contestant cannot provide all required releases, Producer reserves the right, in its sole discretion, to discard or remove the Audition Video, or seek to secure the releases and clearances for the benefit of Producer and/or Network, or may allow the applicable Audition Video to be utilized. Additionally, Contestant represents and warrants that they will not acquire any trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of Producer or any other Producer Entity. Each Producer Entity specifically reserves its respective right to protect its intellectual property against any infringement or other illegal or improper use. Contestant agrees to indemnify and hold harmless Producer and Network, and each of them, from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Contestant hereunder.

### **H. Online Audition Conditions of Participation.**

This Online Audition is subject to all applicable federal, state, and local laws. Contestant hereby: (a) agrees that Producer and Network shall have no liability whatsoever for, and shall be held harmless by Contestant against any liability for any injuries, losses or damages of any kind to person(s) (including death) or property resulting in whole or in part, directly or indirectly, as a result of participating in this Online Audition or any related activity; (b) release Producer and Network and their respective advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this Online Audition and from injuries or damages arising in connection with or relating to participation in this Online Audition; and (c) waive any right to claim ambiguity in the Online Audition or these Terms and Conditions. Producer and Network reserve the right to modify these Terms and Conditions, remove suspect Audition Videos, and/or cancel,

terminate or suspend any portion of this Online Audition at any time and for any reason (or no reason at all) in their absolute discretion. Producer reserves the right to exclude, in its sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of the Program rules, violation of any of these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change the Program rules and procedures at any time. Being chosen to audition at any level in the process does NOT ensure that Contestant will be selected to further audition or to participate in the competition.

#### **I. Privacy Policy.**

Any personal information supplied by Contestant, either in person or via the Online Audition, to Producer or Network will be subject to the [Privacy Policy](#). By participating in the Audition process, Contestant grants Producer and Network permission to share Contestant's email address and any other personally identifiable information with entities related to or in business with Producer and Network for the purpose of this Online Audition and/or the production of the Program.

#### **J. Nature of Relationship / Waiver of Equitable Relief.**

Contestant understands and acknowledges that Producer and Network have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own respective employees. Contestant acknowledges that many ideas may be competitive with, similar or identical to the Audition Video and/or each other in theme, idea, format or other respects. Contestant acknowledges and agrees that Contestant will not be entitled to any compensation as a result of the use by Producer of any such similar or identical material. Contestant acknowledges and agrees that Producer does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Audition Video. Contestant acknowledges that, with respect to any claim by Contestant relating to or arising out of the actual or alleged exploitation or use of any Audition Video or other material submitted in connection with the Online Audition by Producer, the damage, if any, thereby caused to Contestant will not be irreparable or otherwise sufficient to entitle Contestant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition Video or the Program or any other production based on or allegedly based on the Audition Video or the Program, and Contestant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### **K. IMPORTANT: PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY.**

By participating in the Audition process, either live or Online ("Audition"), Contestant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Audition, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Audition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will Contestant be permitted to obtain any award for, and Contestant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Contestant acknowledges and agrees that Producer and Network, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible submissions or for failure to receive or review submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Producer or otherwise, that may limit an participant's ability to participate in the Audition; (ii)

incorrect or inaccurate information whether caused by Internet users, or by any equipment or programming associated with or utilized in connection with this Audition and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Audition (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or (iv) any claim by Contestant for defamation or portrayal in a false light. Producer assumes no responsibility for any damage to Contestant's computer system, which is occasioned by accessing the Online Audition Website, or participating in this Online Audition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Producer reserves the right, in its sole discretion, to exclude any participant that violates the Audition Requirements, tampers with the Audition Video process or operation of the Online Audition or acts in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, this Online Audition is not capable of operating as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Producer or NETWORK, corrupt or affect the administration, security, integrity or proper conduct of this Online Audition, Producer and NETWORK reserve the right, at their absolute discretion, to close the Audition Video Submission Period at any time, cancel, terminate, modify or suspend this Online Audition.

IN NO EVENT WILL PRODUCER, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THE ONLINE AUDITION. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CONTESTANT.

CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### **L. MEDIATION & ARBITRATION; LIMITATION OF REMEDIES.**

PRODUCER AND CONTESTANT ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO CONTESTANT'S APPEARANCE ON OR PARTICIPATION IN AND IN CONNECTION WITH THE ONLINE AUDITION, *SO YOU THINK YOU CAN DANCE*® AND/OR THIS AGREEMENT CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO RESOLVE THE MATTERS BY MEDIATION CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES BEFORE COMMENCING ANY PROCEEDINGS PERMITTED UNDER THIS PARAGRAPH. IF ANY SUCH MATTER IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THEN THE PARTIES AGREE THAT IT SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION CONDUCTED IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, THROUGH ITS LOS ANGELES, CALIFORNIA OFFICE.

CONTESTANT AND EACH PRODUCER ENTITY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. FURTHER, UNLESS PRODUCER AGREES, THE ARBITRATOR MAY NOT CONSOLIDATE OTHER PERSONS' CLAIMS WITH CONTESTANT'S, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, MULTI-CLAIMANT OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE REST OF THIS AGREEMENT, INCLUDING THE PROVISIONS GOVERNING WHERE ACTIONS AGAINST PRODUCER MUST BE PURSUED, WILL REMAIN IN EFFECT.

You and we each agree that you and we are further waiving our respective rights to sue or go to court to assert or defend your rights under this contract. You and we each agree that the Federal Arbitration Act and federal arbitration governs the interpretation and enforcement of this provision.

#### **M. GOVERNING LAW.**

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF SUBMITTERS IN CONNECTION WITH THE ONLINE AUDITION OR IN CONNECTION WITH ANY AUDITION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE ONLINE AUDITIONS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS (EXCEPT ON MATTERS GOVERNED BY THE FEDERAL ARBITRATION ACT). THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE TERMS AND CONDITIONS SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS ONLINE AUDITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PRODUCER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

#### **N. COVID REQUIREMENTS**

**IN ORDER TO APPLY, POTENTIAL CONTESTANTS MUST BE ABLE TO PROVIDE DOCUMENTATION SUFFICIENT TO ESTABLISH IN PRODUCER'S DISCRETION THAT THE POTENTIAL CONTESTANT HAS RECEIVED A FULL COURSE OF VACCINATION AGAINST COVID 19, INCLUDING APPLICABLE BOOSTER SHOTS USING A VACCINE APPROVED OR AUTHORIZED FOR USE BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION ("FDA") AND HAS PASSED THE APPLICABLE WAITING PERIOD FOR DEVELOPING IMMUNITY USING THAT VACCINE, AS RECOMMENDED BY THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC") (I.E., AT LEAST TWO WEEKS HAVE ELAPSED SINCE RECEIVING THE BOOSTER VACCINE (PFIZER, MODERNA, OR JOHNSON & JOHNSON)).**