

PLEASE READ CAREFULLY

TERMS OF USE

HEADINGS

PLEASE READ THESE TERMS OF USE CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION. By accessing or using any of this information you agree to these Terms.

AMERICAS EXTREME TALENT SHOW (A.E.T.) (the "Show") is a Non- union Television Singing Competition Series.

The section headings have been inserted herein for the purpose of convenience only and shall not use in interpreting this Agreement.

Welcome to the Terms of Use (including any future modifications, the "Terms") for AMERICAS EXTREME TALENT SHOW websites and applications, including any websites, software, applications, content, games, interactive TV, or other products and online services which include these Terms or a link to these Terms (including all Content therein, the show"). The show is made available to you by the Producer. (including successors assigns, "A.E.T. Service," "we," "us" or "our") and/or third parties.

THIRD PARTIES & CONTENT

A.E.T. may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements that apply to such third-party services and content.

A.E.T. has not AUTHORIZE or give permission to any third party such as talent agencies, recruiting companies, agents, casting notices, audition notices, talent scouts or other media companies or individuals written or verbal that charges a fee to the applicant to be in the show. You are solely responsible for any interaction with other third parties, we reserve the right, but shall have no obligation, to become involved in any disputes between you and any other third parties or individuals. All applicants must meet the guidelines, procedures and rules no exceptions.

A.E.T. may include content and other materials supplied by third parties ("Content"). As between us and you, we own all rights and Content. Nothing grants you any rights or Content except as set forth in these Terms, including applicable Additional Term.

A.E.T. may update and amend these Terms from time to time and the current version of these terms will be posted on the Website. The version of these Terms that is current at the time you use the Services will apply to your use of those Services. It is your responsibility to ensure you review these Terms regularly to familiarize yourself with any changes. Your use of the Services following any such changes will constitute your acceptance of the revised Terms.

Names, images and logos identifying us, companies in the Show, our partners or third parties and our/their products and services contained in the Services are proprietary marks and may not be reproduced or otherwise used without our express permission.

A.E.T. DOES NOT CHARGE ANY FEES FOR APPLICATION OR PAPERWORK TO THE APPLICANT.

We are not responsible or liable for any third parties such as agencies, talent search, recruiting companies, casting notices, agent, auditions notices that you solicit and paid monies to. Each applicant is solely responsible for any fees he or she incurred. You are responsible for any claims, losses or damages relating to other third parties. A.E.T. Web Site may contain links to websites, applications or other services operated by third parties (the "Linked Sites"). A.E.T. does not monitor or control the Linked Sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply A.E.T. endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

A.E.T. or PRODUCER does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to A.E.T. by you or other users (collectively, "User Materials"). A.E.T. is not obligated to and does not regularly review, pre-screen, monitor, delete, or edit User Materials. However, A.E.T. Service reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. A.E.T. is not responsible or liable for damages of any kind arising from any User Materials even when is advised of the possibility of such damages, or from A.E.T.'s alteration or deletion of any User Materials.

You are solely responsible and liable for all User Materials delivered to, whether via your account, this Site, email, or any other method. Any violation of these provisions can subject your A.E.T. Service account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by A.E.T. Service will not infringe or violate the rights of any third party in any manner.

By emailing, submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material to A.E.T, whether solicited or unsolicited, you are granting A.E.T and its designee's a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sub-license, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purposes, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. A.E.T. also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials.

COMPETITION NOTICE

AMERICAS EXTREME TALENT SHOW (A.E.T.) that you entered has supplemental rules and conditions, but the following general rules apply absent contrary terms in any supplemental rules or conditions for the competition.

AMERICAS EXTREME TALENT SHOW (A.E.T.) may include forums and other opportunities for you and other users to Upload (as defined above) content and materials (upon Upload, "User Content").

Your entry is User Content and subject to all provisions of these terms that govern your submission and our use of your User Content. We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided. A.E.T. Competition entries are limited to one per person and entries via agents or third parties or the use of multiple identities are not permitted. Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified.

A.E.T. reserve the right to modify, suspend, cancel or terminate the competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the competition can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information or acted unethically. If we cancel or terminate the competition, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition.

ELIGIBILITY

To enter A.E.T. competition, you must be a registered user of AMERICAS EXTREME TALENT SHOW (A.E.T.) and have an active account with current contact information.

No purchase is necessary to enter a competition and a purchase will not improve your chances of winning.

A.E.T. are not open to our employees (or their immediate families) or anyone else professionally associated with the competition. If you are under age 16 (or the age of majority under applicable law) and the competition is open to you, we may need your parent or guardian's consent before we can accept your entry. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to award any prize to a winner in person. A.E.T. are void where prohibited or restricted by law. Potential winners who are residents in jurisdictions where competitions require an element of skill may be required to answer a mathematical test in order to be eligible to win a prize.

PRIZES

No cash or alternative prizes are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred (except to a child or other family member) or sold by winners. Only the number of prizes stated for the competition is available to be won and all cash prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection with the competition, after which no alternate winners will be selected or unclaimed prizes awarded. Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses

associated with claiming a prize. All taxes are solely the responsibility of each winner, although we reserve the right to withhold applicable taxes and each winner agrees to complete any required tax forms

CONTESTS

Any sweepstakes, contests, games and/or promotional offers accessible on this Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or or terms and conditions, which are linked from the page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this Web Site (such as those of social media partners like Facebook, Instagram, Snap chat and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

Your acceptance of a prize constitutes agreement to participate in reasonable publicity related to the competition and grants us an unconditional right to us to use your name, town or city and state, province or country, likeness, prize information and statements by you about the competition for publicity, advertising and promotional purposes and to comply with applicable law and regulations, all without additional permission or compensation. As a condition of receiving a prize, winners (or their parents or guardians) may be required to sign and return an affidavit of eligibility, liability release and publicity release.

Names, images and logos identifying us, companies in the Show, our partners or third parties and our/their products and services contained in the Services are proprietary marks and may not be reproduced or otherwise used without our express permission.

Mobile Networks

When you access A.E.T. through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using cert A.E.T. may be prohibited or restricted by your network provider and not all SERVICES may work with your network provider or device.

You are responsible for any User Content you Upload and for any consequences, including use of your User Content by others. You acknowledge that your User Content may be syndicated, broadcasted, published or otherwise distributed by us or our partners. You also agree that the A.E.T. may include a social network or integrations with other social networks and that your activities (e.g., video viewing, interactions with other users or advertisers) may be shared with others.

EVENTS

As a contestant you may be invited or asked to attend A.E.T. sponsored events or events held by other members and users of this A.E.T. Site which are not in any way associated with A.E.T. at various locations throughout the United States (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold, A.E.T. its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events sponsored by A.E.T. in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be owned by A.E.T. and we may use your or your minor children or wards' name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice, approval or compensation to you or any third party.

Nothing contained in these Terms grants you a license or a right to use any copyright, trademarks, design rights, patents or other intellectual property right owned or controlled by AMERICAS EXTREME TALENT SHOW, its licensors or any third party.

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably enough to permit A.E.T. to locate the material.
- (d) Information reasonably enough to permit A.E.T. to contact the complaining party, such as an address, telephone number and if available, an email address.
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

You acknowledge that you have no expectation of privacy or confidentiality with respect to any User Content. While we may offer you the ability to Upload User Content anonymously, we may still store your account information.

We are not responsible or liable for any User Content. Each user is solely responsible for the User Content that he or she Uploads. You are responsible for any claims, losses or damages relating to all User Content that you Upload.

CHOICE OF LAW

THIS AGREEMENT AND ALL RELATED MATTERS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED ENTIRELY THEREIN, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF, AND THE PARTIES HEREBY CONSENT TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE CITY OF MIAMI AND THE STATE OF FLORIDA.

ARBITRATION

Mediation & arbitration; limitation of remedies: both producer, on behalf of itself and network, and I acknowledge, understand and agree that if any dispute, controversy or claim arising out of or relating to my appearance on or participation in and in connection with the Show and/or this agreement and/or any other related agreement cannot be resolved through direct discussions, the parties agree to endeavor first to resolve the matters by mediation conducted in the county of MIAMI-DADE 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 MIAMI, FLORIDA office. I and producer, on behalf of itself and network, agree that each may bring claims against the other only in my or its 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 mine 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 me or producer, network, and/or any other released parties must be pursued, will remain in effect.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties, and supersedes all prior negotiations, understandings and agreements (whether written or oral) of the parties hereto relating to the subject matter herein, and this Agreement cannot be changed or terminated except by a writing signed by both Producer and me. I acknowledge that I have not relied upon any statement or representation, express or implied, of Producer and/or the AMERICAS EXTREME TALENT Parties (or any employee or agent of Producer and/or the AMERICAS EXTREME TALENT Parties) other than as specifically and explicitly set forth herein in agreeing to and entering into this Agreement.

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

AMERICAS EXTREME TALENT SHOW SINGING COMPETITION SERIES (A.E.T.)

CORPORATE

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