

CBS Reality Casting Terms of Use
Effective Date: October 1, 2018

1. Scope

- 1.1. By participating in these online auditions and casting (the “**Online Auditions**”), where applicable, for consideration by CBS Broadcasting, CBS Studios Inc., and their affiliates (collectively, “**CBS**”) in connection with the program being cast (the “**Program**”), you have read, understand and voluntarily agree to abide by these Online Audition and Video Submission Terms of Use (the “**Terms**”) in their entirety as well as the CBS Reality Casting Privacy Policy (the “**Privacy Policy**”). You must be a citizen of the country specified in the Program application to participate in the Online Auditions.
- 1.2. Please review these Terms carefully before participating in the Online Auditions because they affect your rights. By participating in any of the Online Auditions, you accept these Terms and agree to be legally bound by them. **If you do not agree to these Terms, you should immediately stop participating in the Online Auditions.**

2. Changes

- 2.1. These Terms are effective as of the Effective Date above. If you have not reviewed the Terms since the Effective Date, please review these Terms carefully before participating in the Online Auditions.
- 2.2. CBS reserves the right in its sole discretion to change these Terms from time to time, effective upon posting to the platform (“**Platform**”), so CBS encourages you to review them periodically. If CBS makes any material changes to the Terms, CBS will notify registered users by email through the email address you most recently provided to CBS. You will be bound by the most current version of the Terms, which will appear on this Platform.

3. Registration and Access Controls

- 3.1. If CBS requests registration information from you to set up a user account, you must provide CBS with accurate and complete information and must update the information when it changes. You may not access any age-restricted Online Auditions unless you are the required age or above. In no case are persons under the age of thirteen (13) permitted to use the Online Auditions.
- 3.2. You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone other than you. You accept responsibility for all activities, charges, and damages that occur under your account, and unauthorized use of your account. If you have reason to believe that someone is using your account without your permission, please contact CBS immediately. CBS is not responsible for any loss or damage resulting from unauthorized use of your account.

4. User Submissions

- 4.1. The Online Auditions may allow you to submit or transmit audio, video, text, or other materials, including so-called “user generated content” (collectively, “**User Submissions**”) via the Platform. When you provide User Submissions, you grant to CBS, its affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicenseable license to use, reproduce, archive, edit, translate, create derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those User Submissions, and any names, images, voices, likenesses and other identifying information of persons that is part of those User Submissions, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.
- 4.2. **Eligibility Requirements.** To participate in the Online Auditions, you must be able to prove that as of the day you submit your User Submission:
 - 4.2.1. You will be at least the applicable required age of majority in your jurisdiction of residence or above on or before the date that you upload your User Submission;

- 4.2.2. You are not a member of the Screen Actors Guild - American Federation of Television and Radio Artists (“**SAG - AFTRA**”), the Alliance of Canadian Cinema, Television and Radio Artists (“**ACTRA**”) or any other performing artist union or guild. If you are a member of any performing arts union or guild, your participation as a contestant on the Program or in the audition process, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle you to any wages, salary, or other similar compensation;
- 4.2.3. You do not have any other contractual arrangement that, in CBS’s sole discretion, would prohibit you from fully participating in the show and/or entering into any contracts required by CBS, including but not limited to a touring agreement; and
- 4.2.4. Neither you nor any of your immediate family members or members of your household (whether or not related to you) are current employees, directors, officers, independent contractors, agents, or representatives of CBS or its parents, subsidiaries or affiliated companies; or any other person or entity connected with the production or administration of the auditions or casting or the Program; any person or entity involved in the development, production, distribution, or other exploitation of the Program or any variation thereof; or any sponsor of the Program or its advertising agency.

4.3. General Rights in User Submissions

- 4.3.1. CBS reserves the right to determine, in its sole discretion, if you are eligible to proceed in the audition process. CBS may, at its sole and absolute discretion, select any eligible person to advance to any round of the auditions. CBS 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 Platform.
- 4.3.2. CBS may refuse or remove a User Submission without notice to you. However, CBS has no obligation to monitor User Submissions, and you agree that neither CBS nor its affiliates will be liable for User Submissions or any loss or damage resulting from User Submissions.
- 4.3.3. You agree that any exploitation of your appearance in your audition video may be edited, cut, rearranged, adapted, dubbed or otherwise revised by CBS in connection with the Program or in any manner whatsoever, and that any such use will not entitle you to receive any wages, benefits, fees or other compensation.
- 4.3.4. CBS has no obligation to review your User Submission or to use your User Submission in any manner whatsoever.
- 4.3.5. You bear all responsibility for your User Submissions. You represent and warrant that you have all rights necessary to grant to CBS the license above and that your User Submissions do not violate this Section, the rights of any third party, or applicable law.

5. Exclusions/Disqualification

- 5.1. CBS 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 for violation of any portion of these Terms or tampering with the entry process or the audition process. CBS also reserves the right in its sole discretion to change these Terms from time to time, effective upon posting to the Platform and/or emailing notice of such changes to registered users. Being chosen to audition at any level in the process does not guarantee that you will be selected to audition further or to participate in the Program.

6. Acceptable Use

- 6.1. Without limiting any other provision in these Terms, you agree **NOT** to do any of the following, or assist others in doing any of the following:
 - 6.1.1. Access the Online Auditions using any interface other than as operated or branded by CBS;
 - 6.1.2. Maintain any link to the Online Auditions that CBS asks you to remove, in its sole discretion;
 - 6.1.3. Frame the Online Auditions, make the Online Auditions available via in-line links, otherwise display the Online Auditions in connection with an unauthorized logo or mark, or do anything

that could falsely suggest a relationship between CBS or its affiliates and any third party or potentially deprive CBS of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);

- 6.1.4.** Threaten, defame, stalk, abuse, or harass other persons or engage in illegal activities, or encourage conduct that would constitute a criminal offense or give rise to civil liability;
 - 6.1.5.** Transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that CBS deems, in its sole discretion, to be otherwise objectionable;
 - 6.1.6.** Violate any person's or entity's legal rights (including, without limitation, intellectual property, privacy, right to one's image, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
 - 6.1.7.** Transmit files that contain viruses, spyware, adware, or other harmful code;
 - 6.1.8.** Advertise or promote goods, services or Online Auditions without CBS's permission (including, without limitation, by sending unsolicited email);
 - 6.1.9.** Remove, modify, disable, block or otherwise impair any advertising in connection with the Online Auditions;
 - 6.1.10.** Interfere with another user's participation in the Online Auditions or otherwise disrupt the Online Auditions;
 - 6.1.11.** Disassemble, decompile or otherwise reverse engineer any software or other technology included on the Platform or used to provide the Online Auditions;
 - 6.1.12.** Transmit, collect, or access personally identifiable information about other users without the consent of those users and CBS;
 - 6.1.13.** Engage in unauthorized spidering, "scraping," data mining or harvesting of content, or use any other unauthorized automated means to gather data from or about the Online Auditions;
 - 6.1.14.** Impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;
 - 6.1.15.** Remove, avoid, interfere with, or otherwise circumvent any access control measures for the Online Auditions, including password-protected areas and geo-filtering mechanisms, or any digital rights management measures used in connection with content; or
 - 6.1.16.** Access any portion of the Platform that CBS has not authorized you to access (including password-protected areas), link to password-protected areas, attempt to access or use another user's account or information, or allow anyone else to use your account or access credentials.
- 6.2.** If you violate this section, CBS may terminate your access to the Online Auditions without notice and take any other actions or seek any remedies permitted by law.

7. Access to Online Auditions and Accounts (Where Applicable)

CBS may take any of the following actions in its sole discretion at any time, and without giving you prior notice:

- 7.1.** Change or discontinue the Online Auditions;
- 7.2.** Change how CBS offers and operates Online Auditions;
- 7.3.** Remove content from the Online Auditions;
- 7.4.** Restrict, suspend or terminate your access to one or more Online Auditions or features thereof; and
- 7.5.** Deactivate your accounts and delete all related information and files in your accounts.

8. Representations and Warranties

You represent and warrant that: (i) you are the copyright owner of the User Submission, (ii) the User Submission is your own original, previously unpublished, and previously unproduced work; (iii) the User Submission is wholly original to you and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the User Submission neither infringes upon nor violates the intellectual property rights, privacy rights or other rights of any other person or entity, including the right to a third party's image; (v) the User Submission does not and will not violate any applicable laws, and meets the User Submission requirements. User Submissions must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, music, copyrighted photos and the like. Additionally, you represent and warrant that you will not acquire any

trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of CBS or any of its affiliates.

9. Intellectual Property; Limited Use License

- 9.1.** This service is protected by intellectual property and other laws in the U.S. and in other countries. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. You shall not remove or alter any copyright, trademark, or other legal notices marked on the Platform. As between you and CBS, CBS will retain all right, title, and interest in and to the Platform. No transfer of ownership to any portion of the Platform shall be made as a result of any access you are granted. Except as specifically provided below, we reserve all rights to the Platform.
- 9.2.** Subject to your compliance with these Terms, CBS hereby grants, and you hereby accept, a limited, non-exclusive license to access and view the Platform for personal, non-commercial purposes in accordance with these Terms. You may not build a business or other enterprise utilizing any part of the Platform, whether for profit or not. Except as expressly authorized by us in writing, you may not either directly or through the use of any software, device, internet site, web-based service or other means download, stream capture, store in a database, archive or otherwise copy any part of the Platform; upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Platform; license or sublicense any part of the Platform; or in any way exploit any part of the Platform. In addition, except as expressly authorized by us in writing, you are strictly prohibited from modifying the Platform; creating, distributing or advertising an index of any significant portion of the Platform; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Platform.

10. Nature of Relationship / Waiver of Equitable Relief

- 10.1.** CBS does not accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, suggestions, ideas or concepts. It is CBS's policy to delete any such submission without reading it. Any similarity between an unsolicited submission and any elements in any CBS creative work is purely coincidental.
- 10.2.** CBS has wide access to ideas, stories, designs, and other literary materials, and new ideas are constantly being submitted or being developed by its own employees. Many ideas may be competitive with, similar or identical to the User Submissions and/or each other in theme, idea, format or other respects. You will not be entitled to any compensation as a result of the use by CBS of any such similar or identical material. CBS 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 User Submission. With respect to any claim by you relating to or arising out of the actual or alleged exploitation or use of any User Submission or other material submitted in connection with the Online Auditions by CBS, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the auditions or the Program or any other production based on or allegedly based on the auditions or the Program, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

11. Indemnification

You will defend, indemnify and hold harmless CBS, its affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the "**CBS Parties**") with respect to all third party claims, costs (including attorney's fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with (i) your use or misuse of the Online Auditions (including, without limitation use of your account, whether or not authorized by you, and claims arising from User Submissions), and/or (ii) any breach or alleged breach by you of any of the warranties, representations or agreements hereunder. CBS retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to

cooperate with CBS to defend such claim. You may not settle any claim covered by this section without CBS's prior written approval.

12. Disclaimers; Limitation of Liability

- 12.1.** These Online Auditions are subject to all applicable federal, state/provincial/territorial, and local laws. CBS shall have no liability whatsoever for, and shall be held harmless by you 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 these Online Auditions or any related activity. You hereby waive any right to claim ambiguity in the Online Auditions, these Terms or the Privacy Policy.
- 12.2.** The CBS Parties do not warrant: (1) that the Platform, any of the Platform's functions, or any content will be uninterrupted or free of errors or omissions; (2) that defects will be corrected; (3) that the Platform or the servers hosting them are free of viruses or other harmful code; or (4) that the Platform or information available through the Platform will continue to be available. The CBS Parties shall have no liability for any such issues. To the greatest extent permitted by law, the CBS Parties disclaim any express or implied warranties, including, without limitation, noninfringement, merchantability, fitness for a particular purpose, title, and as to quality, availability and subject matter of content. The Platform, including all content and functions made available on, accessed through, or sent from the Platform are provided "as is," "as available," and "with all faults."
- 12.3.** The CBS Parties will not be liable for any failure or delay in their performance due to any cause beyond their reasonable control, including acts of war, acts of god, acts of third parties, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, power failure, or failure of the internet or computer equipment.
- 12.4.** The CBS Parties will not be liable to you or anyone else for any special, indirect, incidental, exemplary, punitive or consequential damages in connection with the Platform, your use of the Platform (including their functions and content), these terms or your User Submissions, even if foreseeable or even if one or more of the CBS Parties has been advised of the possibility of such damages (including, without limitation, whether caused in whole or in part by negligence, gross negligence, or otherwise, but excluding willful misconduct). You assume these risks by use of this Platform and disclaim the right to enjoin the CBS Parties and/or the Program.
- 12.5.** If you incur any damages that arise out of the CBS Parties' acts or omissions, the damages, if any, are not irreparable and are not sufficient to entitle you to an injunction or other equitable relief restricting operation of the Platform or any other service, property, product, program, television show, motion picture, or other content owned or controlled by the CBS Parties.

13. Governing Law, Venue, And Jurisdiction

- 13.1.** The laws of the State of California govern all matters with respect to this Agreement, without regard to its conflict of laws principles. Any court action arising out of this Agreement will be brought exclusively in the state or federal courts located in the State of California, Los Angeles County, and you irrevocably submit to the exclusive jurisdiction of any such court and agree not to plead to the contrary.
- 13.2.** Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Online Auditions or these Terms within one year after such claim or action accrued. Otherwise you will waive the claim or action.

14. Disputes; Arbitration

- 14.1.** If you have any dispute with or claim against CBS or any of its affiliates, or if CBS has a dispute with or claim against you, in either case arising out of or relating to the Online Auditions or these Terms (a "**Claim**"), and the Claim is not resolved by calling 212-975-4321, you and CBS each agree to resolve such Claim through an individual binding arbitration, where permitted by law, or through an individual action in small claims court in the U.S. county (or parish) of your residence or in Los Angeles, California. To the greatest extent permitted by law, class arbitrations and class actions are

not permitted, and your Claim may not be consolidated with any other person's claim. CBS and you agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and CBS are each waiving the right to a trial by jury or to participate in a class action. This section shall survive termination of these Terms or any subscription that you may have to any of the Online Auditions.

- 14.2. Before the commencement of an arbitration or the filing of a small claims court action with respect to a Claim, you must first send to CBS a written notice of your claim or CBS must send a written notice of CBS's claim to you ("**Notice**"). Your Notice must (1) be sent by certified mail; (2) be addressed to: CBS Broadcasting Inc., Attn: Law Department, Contracts and Rights (1345/22), 51 West 52 Street, New York, NY 10019; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. If CBS and you do not resolve the Claim within thirty (30) days after CBS's receipt of Notice is received, either CBS or you may commence an arbitration or file a small claims court action to resolve the Claim.
- 14.3. Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "**Rules**"). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at <http://www.adr.org>. In circumstances in which the Rules provide for an in-person hearing, such hearing will take place in the U.S. county (or parish) of your residence, or otherwise in Los Angeles, California. For any non-frivolous Claim that does not exceed \$50,000, CBS will pay all costs of the arbitration, and reimburse any filing fees you may be required to pay. If the arbitrator awards you damages that are greater than CBS's last written settlement offer communicated before commencement of the arbitration, CBS will pay you the greater of \$1,000 or the amount of the award.

15. MISCELLANEOUS

- 15.1. CBS may be required by state/provincial/territorial or federal law to notify you of certain events. Such notices will be effective upon CBS's posting them on the applicable Platform or delivering them to you via email. If you do not provide CBS with accurate information, CBS will not be responsible for failure to notify you. CBS's failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms, including all additional terms, conditions, and policies posted in connection with the Online Auditions constitute the entire agreement between CBS and you and supersede all prior agreements with respect to the subject matter hereof. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.
- 15.2. You authorize CBS to provide information concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if CBS believes doing so would protect your safety or that of another person, protect the security of the Online Auditions, or as otherwise described in the Privacy Policy.
- 15.3. These terms will survive any termination of your access to the Online Auditions, whether CBS terminates your access or you voluntarily discontinue your use.

16. Language of Terms

The parties have agreed that this contract and all related documents be drafted in English. *Les parties aux présentes ont demandé et convenu que le présent contrat et tout document y afférent soient rédigés en anglais.*

17. Questions

If you have questions regarding these Terms, please contact us and we will endeavor to respond to your request within a reasonable period of time. You may also submit questions or comments using the postal address listed below:

CBS Broadcasting Inc.
Attn: Law Department, Contracts and Rights (1345/22)

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