

SO YOU THINK YOU CAN DANCE®
THE NEXT GENERATION
Online Audition Terms and Conditions

So You Think You Can Dance® (the “Program”) is a United States television program in which a competition will be conducted to select the Next Generation of America’s Favorite Dancer. By participating in this Season 13 online audition (the “Online Audition”) and submitting an online audition video (“Audition Video”) of an eligible contestant (“Contestant”) for consideration by Dance Nation Productions, Inc., 19 Entertainment, Inc., and dick clark productions, inc. (collectively, “Producer”) in connection with the Program, User and Contestant acknowledge that User and Contestant have read, understand and voluntarily agree to abide by these Online Audition and Video Submission Terms and Conditions (the “Terms and Conditions”) in their entirety and the Online Auditions [privacy policy](#). The effective date of these Terms and Conditions (the “Effective Date”) shall be January 25, 2016.

As used herein, “User” will refer to the individual who completes the data fields on the Audition Website and uploads the Audition Video. **User must be at least eighteen (18) years of age and must be authorized to act on behalf of and agree to these Terms and Conditions for such Minor (i.e. a parent or guardian). All mentions of User’s consent below, also include Contestant’s consent, which is expressly given by User.**

Prior to 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.

By submitting Contestant’s audition video, User 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 User or Contestant to receive any wages, benefits, fees or other compensation.

Audition Videos will be accepted commencing at 12:00a.m. Pacific Time (“PT”) on January 25, 2016 through and including 11:59 p.m. PT on March 1, 2016 (the “Video Submission Period”). No Audition Videos will be accepted after 11:59 p.m. PT on March 1, 2016.

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. PT on February 20, 2016 are not eligible for Los Angeles in-person audition consideration.

More information about So You Think You Can Dance is available at 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.

A. Eligibility Requirements.

1. 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. or Contestant is in the process of obtaining such status that will enable Contestant to accept unrestricted employment in the U.S. on or before the day User submits Contestant's Audition Video; and
- **Contestant will be at least 9 as of April 1, 2016, and no older than 13 years old as of the date User registers for Auditions.** Upon request, Contestant and User 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, 2017.

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 do 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.

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

3. To submit a video, Contestant MUST have a parent or legal guardian submit the Audition Video on Contestant's behalf. The parent/legal guardian will register as the User and may be asked to show proof that s/he is Contestant's parent/legal guardian. User may be asked to verify their age.

4. Neither Contestant, or User nor any of User or Contestant's immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of Contestant or User's household (whether or not related to User or Contestant) are current employees, directors, officers, independent contractors, agents, or representatives of 19 Entertainment, Inc. or CORE Media Group Inc. (collectively, "19"), Fox Broadcasting Company ("FOX"), Twenty-First Century Fox, ("Fox"), dick clark productions, inc. ("dcp"), 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 Contestant or User's knowledge, Contestant and User do 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 User or 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. Audition Video Submission Requirements.

1. General Requirements.

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

(b) Audition Videos should be submitted at www.sytycdauditions.com ("Online Audition Website") between 12:00 a.m. PT on January 25, 2016 and 11:59 p.m. PT on March 1, 2016. Follow the onscreen prompts to upload the Audition Video. Audition Videos will NOT be accepted after 11:59 p.m. PT on March 1, 2016. Audition Videos received after 11:59 p.m. PT on February 20, 2016 are not eligible for Los Angeles in-person audition consideration.

(c) User as parent or legal guardian must have Internet access during the Video Submission Period and sign up as the User on the Online Audition Website. There is no charge to become a User on the site.

(d) The Audition Video MUST be submitted by a registered User 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 and User have accepted these Terms and Conditions and the [Privacy Policy](#).

(g) Producer reserves the right to determine, in its sole discretion, if Contestant are 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.).

(i) 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) Contestant should include a short introduction stating name, age, and where they are from. 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, User must answer a series of questions (video and text) and then record Contestant's performance or upload a video.
- (f) 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.
- (g) Audition Video must NOT include any person other than Contestant.
- (h) Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
- (i) Audition Videos must NOT include mention or feature any uncleared copyrighted material, including but not limited to songs, music, logos, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
- (j) Audition Videos must NOT contain derogatory references to Producer, Network, or any related entities.

C. 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 and User may be required to provide or arrange for User and Contestant's own travel to a location selected by Producer in its sole discretion. If Contestant is selected to advance further in the audition process or to participate in the *So You Think You Can Danc[®]e* competition and Contestant will be at least 9 years old by April 1, 2016, but no older than 13 years of age as of the date User registers for Auditions, User, as parent and/or legal guardian MUST accompany Contestant. In addition, Contestant's parent or legal guardian must bring a government-issued photo ID (for example, a driver's license or passport). Contestant's legal guardian must bring proof of guardianship (for example, a court order).

D. Further Documentation.

In the event Producer chooses Contestant to participate in the competition, Contestant (and User) 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 (as well as parents and/or legal guardians) 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. Both Contestant and Contestant's parent or legal guardian must sign each of the forms and cooperate in having the forms court approved, if and when requested by Producer. Contestant must have the release signed and NOTARIZED by Contestant's parent or legal guardian with authority to sign on Contestant's behalf, and bring the signed and notarized Release with Contestant to the location. 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 (and their parent or legal guardian'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.**

E. 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.**

F. License

User/Contestant shall retain all ownership rights in the Audition Video. By submitting the Audition Video, Contestant and User 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, 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 FOX and Producer and/or FOX'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 FOX 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 User or 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

User and Contestant represent and warrant: (i) User and/or Contestant are the copyright owner of the Audition Video, (ii) the Audition Video is n original, previously unpublished, and previously unproduced work; (iii) the Audition Video is wholly original with User and/or 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 in Section B above. Audition Videos must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, music, copyrighted photos and the like. Contestant and/or User 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 and/or User 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 Producer, or may allow the applicable Audition Video to be utilized. Additionally, User and/or 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. User and Contestant agree 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 User and Contestant hereunder.

H. Conditions of Participation

This Online Audition is subject to all applicable federal, state, and local laws. User and Contestant hereby: (a) agree that Producer and Network shall have no liability whatsoever for, and shall be held

harmless by User or 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 User to this Online Audition, Producer or Network will be subject to the [Privacy Policy](#). By participating in the Online Audition, User grants Producer and Network permission to share User'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.

User and Contestant understand and acknowledge 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. User and Contestant acknowledge 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. User and Contestant acknowledge and agree that User and Contestant will not be entitled to any compensation as a result of the use by Producer of any such similar or identical material. User and Contestant acknowledge and agree 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. User and Contestant acknowledge that, with respect to any claim by User or 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 User and Contestant will not be irreparable or otherwise sufficient to entitle User or 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 User or 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 this Online Audition, User and Contestant agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Online 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 Online Audition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will User or Contestant be permitted to obtain any award for, and User or Contestant hereby knowingly and expressly waive 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. User and Contestant acknowledge and agree 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 a participant's ability to participate in this Online 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 Online 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 Online 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 User or Contestant for defamation or portrayal in a false light. Producer assumes no responsibility for any damage to User or 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 Video Submission 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 FOX, corrupt or affect the administration, security, integrity or proper conduct of this Online Audition, Producer and FOX 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.

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

MEDIATION & ARBITRATION; LIMITATION OF REMEDIES: PRODUCER AND USER 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.

USER AND 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 USER OR 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.

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 RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.