

**SWEAT**  
**Terms & Conditions of Application**

By submitting an application package, the applicant represents and warrants that he/she meets the eligibility requirements and is deemed to agree to the terms and conditions set out below ("Terms and Conditions"). Failure to comply with the Terms and Conditions will cause the application to be void.

- a. Each applicant must current Singapore residents in order to apply to participate in the program entitled SWEAT ("Program"). Each applicant must have ongoing plans to continue residing in Singapore for a minimum of 12 calendar months commencing from 1<sup>st</sup> January 2010.
- b. Each application must be submitted with all other documents and material set out in the application procedure. The applicant warrants that all details and particulars submitted are true, accurate and complete.
- c. If the Producers select an applicant as a candidate that they would like to consider as part of the contestants for the Program, the application will be required to participate in a semi-finalist/finalist interview process. The dates and times of the interview(s) will be set by the Producers sometime in **January 2010** and may be revised by the Producers in their sole discretion. All expenses incurred in participating in the interview process will be the sole responsibility of the applicant.
- d. Applicant interviews may consist of one or more meetings with one or more members of the production staff and may be videotaped at the Producers' discretion. The applicant will not be compensated for their time or otherwise be compensated for ensuring attendance in a timely fashion.
- e. If selected as a Participant, the applicant must be available for production shoot, and to commute to numerous locations around Singapore lasting approximately 3 weeks starting approximately March 2010.
- f. Applicant must be at least 14 years of age as of 1<sup>st</sup> February 2010, and no more than 16 years of age as of 31 December 2010.
- g. The applicant must be in good physical and mental health and is aware that, and has signed the releases attesting that, the activities in the Program may involve risks and hazards, and that participating in the Program may expose applicant and other participants to, among other things, the risk of death, serious injury, illness and property damage caused by the risks associated with their participation in the Program, including, without limitation, the following: latent or apparent defects or conditions in any equipment used in the Program; the use or operation by applicant or others of said equipment; acts of other people including, without limitation, acts of the Producers or other participants; accommodations; weather or other natural conditions, latent defects and human error; applicant's physical condition; applicant's own acts or omissions; first-aid, medical or emergency treatment or other services rendered to applicant or others; exposure to illness; consumption of food or drink; acts of God (e.g., earthquakes and floods); laws or local ordinances; war or riots; terrorism; strikes; and/or no reason at all. The applicant understands and acknowledges that the above list of reasons is not complete or exhaustive. The applicant accepts and assumes all risks of injury, death, illness or disease, or other damage to himself/herself, to others, or to their property, which arise in any way from his/her participation in this Program, and will not hold the Producers responsible.
- h. The applicant must complete, sign and timely return the Program Application Form before being eligible to participate in the interview process. In addition, the applicant must complete, sign, and timely return any additional required documents before any semi-finalist interview, and must complete, sign and timely return the Release and Waiver Agreement and any additional required documents before being permitted to participate in any finalist interviews. The additional required documents may include, but will not necessarily be limited to, a Medical Report by Patient and Physician, Emergency Medical Release, Authorization for

Release of Medical Records and Information, **Disclosure and Authorization for Background Reports**, Immediate Family Member Releases and a **Confidentiality Agreement** (all of which will be furnished to the applicants). As part of the Release and Waiver Agreement, each applicant agrees (and each applicant's immediate family members, if any, agrees) to, among other things, assume the risk of any and all injury, illness, death, damage, loss, or harm to the applicant or applicant's property, howsoever caused, resulting from or arising out of the selection of Participants, applicant's participating in the Program as a Participant or otherwise, and/or the production and/or exploitation of the Program. By agreeing to the terms of the Confidentiality Agreement, the applicant will be required to, among other things, treat all information and material received or acquired in connection with the applicant's participation in the participant selection process and Program (if selected as a Participant), including, without limitation, the progress, results and outcome of the Program, as strictly confidential and shall be strictly required to not disclose any such Information to any third party. Without limiting Producer's right to obtain other relief from the applicant, any breach of the Confidentiality Agreement will subject the applicant to substantial liquidated damages in accordance with the terms of the Confidentiality Agreement. In connection with any disclosure authorizations or authorizations for release of records or other information, the applicant authorizes the Producers to conduct such full and complete background checks of the applicant as the Producers, in their sole discretion, deem necessary or appropriate. The applicant shall cooperate fully with the Producers in connection with such background investigations.

- i. Applicants must disclose to the Producers if they have ever been charged in a court of law, other than minor traffic or parking violations, and whether they have ever had a restraining order entered against them. The Producers reserve the right in their discretion to disqualify any applicant based on such disclosures.
- j. The applicant agrees to interact with the other applicants / Participants and cooperate with Producers during the taping of the Program. Participants must be adaptable to various challenging situations and must enjoy being in close proximity with others of varied age, sex, race, background, and experience.
- k. Applicants must be willing to participate in the Program without any interruption during any time of the year, regardless of personal or religious practices.
- l. Employees, officers, directors and agents of any of the Producers, commissioners (including affiliated organizations, broadcasters or sponsors for the Program), and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to be participants on the Program or to participate in this application process. Failure to do so may result in disqualification and/ or elimination of applicant from the Program.
- m. Upon the Producers' request, the applicant shall sign and abide by the terms of any additional releases or authorizations that the Producers, in their sole discretion, deem necessary.
- n. All applicants must abide by all applicable laws during the application process and if selected as a Participant, all applicable laws during the period in which the Program is being taped.
- o. The Producers reserve the right to make additions to and/or deletions from the application process above, including, but not limited to, changes to the locations, dates and/or times of the interviews. The Producers also reserve the right to contact applicants to ask additional questions and/or conduct phone interviews to gather additional information about applicants. Such phone interviews are not required and at the Producers' sole discretion to assist in gathering information for participant selection. Without limiting the foregoing, the Producers reserve the right not to produce the Program, and has no obligation to broadcast the Program.
- p. The Producers are not responsible for lost, stolen, or incorrectly mailed applications. Due to the high volume of applications the Producers are anticipating, the Producers will not be able to answer any questions about the receipt or status of any application or videotape. All

applications (including any video footage submitted by the applicants) become the sole property of the Producers. The Producers shall have the right to use and exploit such video footage in any and all media, worldwide in perpetuity with no obligation to the applicants.

- q. All decisions regarding the Program, including but not limited to, rules, eligibility, participant selection, Program production, game play, tasks, participant elimination and award of prizes, are at the Producers' sole and exclusive discretion, are final, and not subject to appeal. Participants will not be awarded any prize winnings, if and as applicable, until after the initial broadcast of the final episode of the Program (i.e., the episode in which the winning individual of the Program is announced). Prizes are not transferable, exchangeable or redeemable for cash, credit or other benefit in-kind. Prizes are also subject to the terms and conditions as may be imposed by the prize sponsors. All prizes are not inclusive of any taxes and other expenses / costs, all of which are the sole responsibility of the winner.
- r. The Producers reserve the right to disqualify any applicant or Participant for any reason, including, without limitation, any applicant's tampering with the application process or the operation of the application process, threatening or harming another person, colluding with other Participants to share prize winnings, or violating the Official Rules or other rules then in effect or the standards and practices and policies of the Producers and/or the broadcaster. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.
- s. The applicant releases, discharges and holds harmless the Producers and the broadcaster from all claims and damages arising out of his/her participation in the application process or the Program itself, and to have his or her name, voice and likeness used at the Producers' discretion as part of the Program, or as part of promotions for the Program, in any and all media now known or hereafter devised.