

**SONY PICTURES ENTERTAINMENT REALITY/GAME SHOW PRIVACY
POLICY**

PRIVACY STATEMENT

**PLEASE READ THIS PRIVACY STATEMENT CAREFULLY BEFORE
SIGNING THE CONTESTANT APPLICATION FORM**

SPE respects the privacy concerns of all prospective contestants. Responsible use of the information you share with SPE is of paramount concern to SPE. In order to help you understand how the information you provide will be used, the following guidelines have been created.

In order for the producers to decide whether or not to choose you as a contestant, you will be required to fill out an application which asks you to provide certain personal information such as your name, address, e-mail address, phone number, and occupation. Providing such personal information is mandatory in order to process your application to be a contestant. Providing your age, however, is optional (unless you are under the age of 18). If you do not provide personally identifiable information, you will not be considered to be a contestant.

If you do provide personally identifiable information, we will take all reasonable steps to protect this information, in compliance with all applicable legislation. Neither SPE nor any of its affiliate entities will disclose, share, sell or rent personally identifiable information to any third party without your consent. Please note that your personally identifiable information may be available to members of the production staff of the reality/game show and other personnel associated with the show.

As part of the application process, you may be asked to provide certain information about yourself which does not personally identify you. For example, you may be asked to provide information concerning your hobbies or achievements. This information is requested in order to provide the producers with adequate information to make a decision as to whether or not they will choose you as a contestant

If you decide that you do not want to be a contestant, you may withdraw your application by providing written notification of such withdrawal to the producers. Your application, however, will remain with SPE. SPE will take all reasonable requests to keep all contestant applications and the information contained therein secure.



AUDITION APPLICATION AND RELEASE

ANSWER ALL QUESTIONS

FIRST NAME: _____

LAST NAME: _____

NICK NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DRIVER'S LICENSE #: _____ ISSUING STATE: _____

ARE YOU OVER THE AGE OF 18? (circle one) YES/NO

ARE YOU A LEGAL U.S. RESIDENT? (circle one) YES/NO

HOMETOWN: _____

CLOSEST AIRPORT: _____

EMPLOYER/SCHOOL: _____

EMPLOYER'S ADDRESS: _____

CELL PHONE: _____

HOME PHONE: _____

WORK PHONE: _____

EMAIL: _____

MYSPACE: _____

WEB SITE(S): _____

GENDER (PLEASE CIRCLE): MALE / FEMALE

EMERGENCY CONTACT: _____

RELATIONSHIP: _____ PHONE: _____

PART I: ABOUT A CAPPELLA GROUP

GROUP NAME: _____

MEMBERS' NAMES AND NICKNAMES:

SPOKESPERSON FOR THE GROUP: _____

WHEN WAS THE GROUP FIRST ESTABLISHED? _____

WHAT IS THE GROUP'S HOMETOWN? _____

HOW LONG HAVE YOU BEEN A MEMBER OF THE GROUP? _____

HAS YOUR GROUP EVER COMPETED? (circle one) YES/NO

IF YES PLEASE LIST COMPETITIONS AND AWARDS WON:

WHAT IS UNIQUE ABOUT YOUR GROUP?

WHAT IS YOUR GROUP'S GREATEST ACCOMPLISHMENT?

WHAT IS YOUR GROUP'S MOST EMBARRASSING MOMENT?

GIVE A BRIEF DESCRIPTION OF EACH GROUP MEMBER:

PLEASE LIST EACH MEMBER'S VOICE PARTS:

IS THERE A VOCAL PERCUSSIONIST IN YOUR GROUP? (circle one) YES/NO

IF YES, DOES HE/SHE SING? (circle one) YES/NO

WHO DOES YOUR VOCAL ARRANGEMENTS? _____

WHO IS YOUR CHOREOGRAPHER? _____

WHAT STYLE DOES YOUR GROUP BRING TO THE SHOW?

DOES YOUR GROUP SING ORIGINAL COMPOSITIONS? (circle one) YES/NO

WHY ARE YOU THE GROUP TO BEAT?

PLEASE DESCRIBE YOUR GROUP IN ONE SENTENCE.

PART II: ABOUT YOU:

HOW LONG HAVE YOU BEEN SINGING? _____

WHAT INSPIRED YOU TO START SINGING?

WHAT SINGER DO YOU MOST ADMIRE AND WHY?

WHAT IS YOUR FAVORITE STYLE OF MUSIC AND WHY?

WHAT DO YOU DO FOR A LIVING? _____

IF YOU ARE A STUDENT, WHAT ARE YOU STUDYING? _____

TELL US ABOUT YOUR FAMILY:

WHAT IS YOUR LEVEL OF EDUCATION? _____

WHAT SCHOOLS DID YOU ATTEND OR ARE YOU CURRENTLY ATTENDING?

PLEASE LIST TWO (2) HOBBIES OTHER THAN SINGING:

HOW DOES YOUR FAMILY FEEL ABOUT YOUR SINGING?

HOW WOULD YOUR FRIENDS DESCRIBE YOUR PERSONALITY?

HOW DO YOU DEAL WITH HARSH CRITICISM?

WHAT IS YOUR BIGGEST ACCOMPLISHMENT?

WHAT IS THE BIGGEST RISK YOU HAVE TAKEN?

DO YOU HAVE A HIDDEN TALENT?

PART III: BACKGROUND INFORMATION:

ARE YOU CURRENTLY UNDER ANY RECORDING CONTRACTS? (circle one) YES/NO

IF YES, WITH WHOM: _____

DO YOU CURRENTLY HAVE ANY PUBLISHING DEALS? (circle one) YES / NO

IF YES, WITH WHOM: _____

HAVE YOU EVER BEEN ON TELEVISION BEFORE? (circle one) YES/NO

IF YES, PLEASE EXPLAIN: _____

HAVE YOU EVER BEEN A PAID PERFORMER ON ANY OF THE FOLLOWING:

- A. ON A NATIONALLY BROADCAST FREE OR BASIC CABLE TELEVISION PROGRAM?
- B. IN A THEATRICAL MOTION PICTURE?
- C. IN A TAPED OR FILMED COMMERCIAL EXHIBITED ON A NATIONAL BASIS?
- D. IN A FIRST CLASS LIVE STAGE PRODUCTION PRODUCED BY A MEMBER OF THE LEAGUE OF AMERICA THEATRES AND PRODUCERS OR IN THE LEAGUE OF RESIDENT THEATRES?
- E. IN A NATIONALLY RELEASED SOUND RECORDING?
- F. ON A LOCAL TELEVISION NEWS PROGRAM?

IF YOU CAN ANSWER "YES" TO ANY OF THE QUESTIONS A THROUGH F ABOVE, PLEASE EXPLAIN THE NATURE OF THE PROGRAM OR PRODUCTION:

HAVE YOU APPLIED TO BE ON ANY TELEVISION SHOWS IN THE PAST YEAR? (circle one) YES/NO

IF YES, WHICH ONE(S): _____

ARE YOU CURRENTLY BEING CONSIDERED FOR ANY OTHER TELEVISION SHOWS (INCLUDING GAME OR CONTEST OR REALITY SHOWS)? IF YES, WHICH ONE(S)?

WILL YOU BE APPEARING ON ANY TELEVISION SHOWS THAT ARE SCHEDULED TO AIR IN THE NEXT YEAR? (circle one) YES/NO _____

DO YOU HAVE AN AGENT? (circle one) YES/NO

IF YES, WHO: _____

AGENT CONTACT INFO: _____

DO YOU HAVE A MANAGER? (circle one) YES/NO

IF YES, WHO: _____

MANAGER CONTACT INFO _____

WOULD YOU BE ABLE TO RELOCATE TO LOS ANGELES FROM NOV. 28TH, 2009 – DEC. 24TH, 2009?
(circle one) YES/NO

HAVE YOU EVER BEEN CONVICTED OF A CRIME? (circle one) YES/NO

IF YES, PLEASE EXPLAIN: _____

CAN YOU PERFORM THE ESSENTIAL FUNCTIONS REQUIRED FOR PARTICIPATION IN THE PROGRAM, INCLUDING THE AUDITION, WITH OR WITHOUT REASONABLE ACCOMMODATION? (circle one) YES/NO

HAVE YOU EVER BEEN MARRIED? (circle one) YES/NO

IF YES, HOW MANY TIMES? _____

ARE YOU CURRENTLY MARRIED? (circle one) YES/NO

HAVE YOU EVER BEEN DIVORCED? (circle one) YES/NO

IF YES, HOW MANY TIMES? _____

DO YOU HAVE ANY CHILDREN? (circle one) YES/NO

IF YES, HOW MANY? _____ WHAT ARE THEIR AGES? _____

HAVE YOU EVER HAD A RESTRAINING ORDER ISSUED AGAINST YOU? (circle one) YES/NO

IF YES, PLEASE GIVE DETAILS (INCLUDING DATES, CHARGES, JURISDICTION, OUTCOME):

HAVE YOU EVER FILED FOR BANKRUPTCY? (circle one) YES/NO

IF YES, PLEASE GIVE DETAILS (INCLUDING DATE, COURT AND OUTCOME):

IS THERE ANYTHING ELSE YOU WANT US TO KNOW? _____

I represent that the information in this application sheet is truthful and accurate.

SIGNATURE

DATE: _____

PRINT NAME:

NOTE: DO NOT SIGN THIS UNLESS YOU HAVE READ, UNDERSTOOD AND AGREED TO THE CONTENTS IN THEIR ENTIRETY

“SING OFF”

APPLICANT AGREEMENT AND GENERAL RELEASE

1. I hereby acknowledge that I have voluntarily agreed to participate in open auditions for the new television series currently entitled “*SING OFF*” (the “Program”) produced by Avoca Productions, Inc. (“Producer”) and intended for broadcast on the NBC network (“NBC”). I have read, understood and voluntarily agree to abide by the terms of this Applicant Agreement and General Release (“Agreement and Release”). As an inducement for Producer to consider me as a Participant for the Program and for other good and valuable consideration which I have received, I am making the representations, disclosures and agreements set forth herein. I understand that I may be disqualified as an applicant and/or a contestant if any of the representations or disclosures made by me in this Agreement are false, or if I otherwise fail to abide by this Agreement. If I am selected by Producer as a semi-finalist, I understand that I will be asked to provide further personal information to Producer and to submit to a background check. I understand that I have the right to refuse to submit to such background check, but that if I do refuse, I will no longer be considered for participation in the Program.

2. I am at least 18 years of age.

3. I am a legal United States resident.

4. I am not a candidate for public office and if I am selected to be a Participant on the Program, I agree not to become a candidate for public office until one (1) year after the initial telecast of the episodes of the Program in which I appear, if at all.

5. Neither I nor any member of my immediate family or anyone living in my household is or has been within the last two (2) years an employee, officer, director or agent of Producer (including Producer’s parent, affiliate and/or subsidiary entities); any person or entity involved in the development, production distribution or other exploitation of the Program; any sponsor of the Program or its advertising agency; NBC/Universal, Inc. (“NBCU”) and its parent, affiliate and/or subsidiary entities); or any person or entity supplying prizes or other services to the Program. In addition, Producer and NBCU reserve the right to declare ineligible any person whom either of them determines, in its sole discretion, is sufficiently connected with the administration, judging or distribution of the Program, such that his or her participation could create the appearance of impropriety.

6. I understand and acknowledge that the principal nature and purpose of the Program is to produce a television program in which a competition will be conducted to select an excellent a cappella singing group. The Program is a reality/competition show in which eight (8) a cappella singing groups, composed of four (4) to ten (10) members each, compete in successive episodes, with one group eliminated in each round, until only the top group remains. The winning group will enter into an exclusive recording contract with

Epic Records/Sony Music Entertainment and an exclusive music publishing agreement with Sony ATV Music Publishing.

7. I irrevocably grant to Producer, its affiliated entities, successors, agents, employees, partners, licensees and assignees the right to film, tape, record and photograph my auditions, interviews, original songs, statements, singing and appearance (including my name, voice [singing and speaking], and likeness) (collectively the "Material"); to use any and all information, including biographical information and/or any materials I have supplied (including, without limitation photographs or videotapes of myself, songs written by me, by Producer or otherwise, any and all interviews, auditions, backstage appearances, etc. conducted by Producer, as well as other information and material Producer may have received from other sources) in connection with the Program; and to edit, distribute, exhibit and exploit the Program and the Material, in any manner at Producer's sole discretion, in all media, by any method now known or later discovered, throughout the universe in perpetuity, including, without limitation, in other material relating to the Program, advertising, marketing, promotion and merchandising of the Program, Producer's business activities and the business activities of the networks, stations, sponsors and other users and exhibitors of the Program. Producer shall own all right, title and interest in and to the results and proceeds of my Material, including all rights of production, manufacture and exhibition thereto, including the copyright therein.

8. If I am selected by Producer to be a Participant on the Program, I understand that I must be available to participate in the production of the Program in the Los Angeles, California area, or any other location required by Producer from approximately November ____ to December ____ on such days as Producer may require, including attending and participating in all testing sessions, preliminary interviews, rehearsals, conferences, interviews, publicity sessions and costume, hair and make-up appointments, until the completion of my participation in the Program as required by Producer.

9. If I am selected by Producer to be a Participant on the Program, I understand that I will be required to enter into a comprehensive agreement with ("Comprehensive Agreement") Producer which shall include without limitation, Producer's exclusive option to sign me to an exclusive recording agreement with Epic Records/Sony Music Entertainment, an exclusive personal management agreement and an exclusive music publishing agreement with Sony ATV Music Publishing. The Comprehensive Agreement shall also include, without limitation, Producer's option to acquire my exclusive touring rights and exclusive merchandising rights as well as all other terms and conditions relating to your appearance on and participation in the Program.

10. I understand that Producer may announce that various applicants have been selected to appear in Los Angeles for another phase of the contestant selection process for the purpose of recording such applicants' reactions on videotape. I further understand that Producer's inviting me to Los Angeles, California, to the production studio or other "remote," non-studio location for purposes of filming or taping does not constitute or guarantee that I will be selected as a Participant on the Program, or that I will appear on the Program. I hereby agree and acknowledge that I cannot rely upon any such statements or actions but rather only upon written notice from Producer's Business Affairs department shall I be officially deemed to be a Participant in the Program.

11. I understand that I will be required to perform songs in connection with my audition, and if selected to appear on the Program, as part of my participation in the Program. If chosen to appear on the Program, I understand that Producer will have the right, in Producer's sole discretion, to determine what I sing.

12. I understand that the Program may involve stunts and elements of surprise. I understand and acknowledge that I will not have the right to review or edit any of the Program materials that are to be used. I understand that this Program may be viewed by millions of people throughout the world. I understand that in connection with my appearance on the Program, the disclosure of information to me or by me may be of a personal, sensitive, private, embarrassing, shocking and/or unfavorable nature to me or to others, and I voluntarily agree to assume all risks associated with my participation in the Program, known or unknown, including, but not limited to, risks of bodily injury, non-consensual physical contact, illness, emotional injury, death risks associated with defamation and/or violation of rights of privacy and/or publicity, risks associated with travel and risks of damage to real and personal property, and by my assumption of said risks. I voluntarily agree to bear all of the consequences of such risks. I understand that Producer makes no representations regarding physical/mental health of the Program applicants and/or Participants.

13. I understand and agree that the selection of Program Participants is within Producer's sole discretion and that Producer is under no obligation to me whatsoever in this regard. Producer is not obligated to use any of the rights granted in this release, including without limitation the right to telecast my appearance, name, voice (singing and speaking) and/or likeness as taped in the Program. If I do appear on the Program or any part thereof, Producer is under no obligation to broadcast or otherwise use or exploit the Program, or any part thereof, or to use, exhibit, telecast or publicize my participation in the Program. I understand and agree that my appearance as a Participant on the Program does not constitute a performance, nor entitle me to any wages or salary or similar compensation therefore. I further understand that Producer can change the rules at any time in Producer's sole discretion.

14. As lawful consideration for being considered as a participant on the Program, I hereby agree that neither I nor any of my assigns, heirs, guardians and/or legal representatives will institute or support any claims or actions against Producer, Sony Pictures Television Inc., Sony Pictures Entertainment Inc., NBC/Universal, their parent and subsidiaries, affiliated entities, indemnitees, successors, agents, managing agents, servants, employees, partners, licensees, attorneys, representatives, principals, officers, directors, shareholders, insurance companies, assignees and/or any other party (the "Released Parties") based upon or arising out of Producer's use of the Material, my interview(s), my audition(s), and/or my appearance on, and participation in, the Program and I hereby release, acquit and forever discharge the Released Parties from and against any and all claims, demands and causes of action, demand rights, debts, costs, liens, loss of service, expenses, attorneys' fees, compensation, indemnities and or demands of whatever nature, whether based on contract, tort, statute, regulation or any other legal or equitable theory of recovery which I, my assigns, heirs, guardians, and/or legal representatives may have now or in the future based upon or arising directly or indirectly from my participation

in and/or my appearance on the Program, or any exploitation thereof or any exercise by Released Parties of their rights as conveyed in this release on any legal theory whatsoever, including but not limited to (a) any claims for defamation, violation of rights of privacy and/or publicity, intentional infliction of emotional distress, intentional interference with contracts, copyright or trademark infringement, and/or any other tort in connection therewith; (b) claims for personal injury, physical disability, dismemberment, death or damage to real or personal property or any other violation resulting from the gross, active or passive negligence or other acts, howsoever caused, as a result of (i) my participation in the Program, including without limitation any travel activities “stunts” and procedures in which I may participate in connection with the Program, (ii) the exploitation of the Program and any advertising or publicity issued in connection with the Program, or (iii) my presence on or about the premises where the Program is produced including without limitation any “remote” (i.e. non-studio) premises where the Program and/or segments thereof are taped; (c) the Released Parties’ use of my appearance, name, voice, likeness, and singing voice; and (d) any claims associated with the risks enumerated in this Agreement.

15. I hereby agree to defend and indemnify the Release Parties, and each of them, and hold them harmless from any and all liability, claims and actions, including any and all production costs and attorneys’ fees, of any nature whatsoever, caused by or arising out of (a) use of my appearance, name, voice (speaking and singing, and likeness, and my statements or actions made in or in connection with my participation on the Program; (b) my following the judges’, host’s or Producer’s advice; (c) any injuries or damages of any kind whatsoever, including, without limitation, personal injury, physical disability, dismemberment, death, real or personal property damage, or any claims for defamation, copyright or trademark infringement, violation of rights of privacy and/or publicity that any person or other entity may sustain as a result of or incident to my participation in the Program; (d) any claims associated with the risks enumerated in this agreement; or (e) breach of this Agreement.

16. Except as specifically provided herein or as otherwise authorized by you, I will not myself, or authorize others to, publicize, advertise or promote my appearance on the Program, receive or generate any monetary advantage from my appearance on the Program, or use or disclose to any party any confidential business information or trade secrets obtained or learned as a result of my participation in the Program. I shall not make any unauthorized mention or “plug” of any commercial product, service, venture or thing on the air, including the name of my employer. Neither I nor anyone acting on my behalf is giving or receiving any monies, or other valuable consideration to get me on the Program or mention anything on the Program. I am aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention of anything on the Program without disclosure to the broadcaster prior to broadcast is a federal offense punishable by fine and/or imprisonment. I agree that if anyone tries to induce me to accept any such payment, I shall immediately notify the Producer. I recognize that a breach by me of this paragraph would cause Producer irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this paragraph.

17. Any controversy of claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles, County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The arbitrator has the power to issue injunctive relief which may be enforced by a court. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (hereinafter "Arbitration Costs"). If, however, the principles of Armendariz v. Foundation Health Psychare Services, 24 Cal.4th 83 (2000), require Sony Pictures to pay the full Arbitration Costs, then Sony Pictures shall do so. The parties recognize that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court.

18. I understand and agree that all rights under Section 1542 of the Civil Code of California and similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. I have been given ample opportunity to read, and I have carefully read this entire Agreement. I represent and warrant that I have the full right, power and authority to grant the rights herein. I understand that Producer is making substantial expenditures in reliance upon my consent and that I may not revoke the rights I have granted here. I am aware that this is a release of liability for future injuries and a contract between myself and Producer and/or its affiliated entities, and sign it of my own free will. I hereby certify that I intend to be legally bound hereby. I agree that no promises have been made to me other than as set forth in this release, and I have not relied upon any representations or other

statements not contained in this agreement. I acknowledge that I have been offered a copy of 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.

Signature: _____

Date: _____

Print Name: _____

Tel.#: _____

Address: _____

Other Names/Alias(es)(if applicable)

AGREED AND ACCEPTED:

AVOCA PRODUCTIONS, INC.

By: _____

Its: _____