

THE APPRENTICE

INSTRUCTIONS AND REQUIREMENTS

HOW TO APPLY:

All applications must be written clearly or typed and must be accompanied by a videotape that meets the following standards. Please do not include anything except the completed application form and the videotape.

All applicants agree that the following application is for the NBC television program "**The Apprentice**" only,

Length of Tape:

10 minutes. Anything over 10 minutes **will not be considered.**

Tape Format:

VHS only (no VHS-C, 8mm or mini-DVs). You may transfer all other formats to VHS by connecting your video camera to your VCR and recording onto a VHS tape.

What to say on your tape:

Show us who you are and why you would be the perfect Apprentice. Take us on a tour of your life and show us what separates you from all the others. Wow us, dazzle us, and be memorable!

The videotape will become the property of the Producers and will not be returned to you, regardless of whether or not you are selected as a contestant.

Interviews will be held in the following cities:

- | | |
|--------------------|--------------------|
| 1. New York City | 9. Seattle |
| 2. Los Angeles | 10. Phoenix |
| 3. Chicago | 11. Raleigh-Durham |
| 4. Tampa | 12. Detroit |
| 5. Washington D.C. | 13. Louisville |
| 6. Providence | 14. San Jose |
| 7. Atlanta | 15. Houston |
| 8. Denver | 16. Kansas City |

IMPORTANT APPLICATION DATES TO REMEMBER:

Semi-Final Interviews: February 2005

Final Selection Process in LA: March 2005

Send your completed application and videotape (with no other enclosed items) to:

The Apprentice
914 Westwood Blvd. #808
Los Angeles, CA 90024

APPLICATION RULES AND REQUIREMENTS:

The following eligibility requirements must be met in order to proceed with the application process:

- I. You must be legally eligible to work in the United States and live in the United States. Proof of such eligibility must be provided to the Producers. Acceptable forms of proof include (without limitation) a valid US passport or combination of valid US driver's license and valid social security card.
- I. You must be at least 21 years of age.
- II. You must be in excellent physical and mental health.
- III. You must not now be a candidate for public office and must agree not to become one until six months after initial broadcast of all programs in which you appear, if selected as a player.
- IV. If selected for an interview, you must timely and fully complete a longer application that includes a Background Questionnaire Form and authorization to obtain background information from third parties, among other agreements. The Producers will provide the longer applications to potential interviewees.
- V. You must be willing to travel at your own expense to be interviewed in February 2005 (or as otherwise scheduled by the Producers) at one of the following locations nearest to you: New York City, NY; Los Angeles, CA; Chicago, IL; Tampa, FL; Washington, D.C.; Providence, RI; Atlanta, GA; Denver, CO; Seattle, WA; Phoenix, AZ; Raleigh-Durham, NC; Detroit, MI; Louisville, KY; San Jose, CA; Houston, TX; and Kansas City, MO. The Producers reserve the right to change the number or the identity of the foregoing locations at any time. All travel expenses for the interview will be the applicant's sole expense.
- VI. Any offer to become a player is conditioned upon your submission to physical and psychological examinations to be conducted in Los Angeles, CA, by medical professionals selected by and paid for by the Producers and the certification of the medical professionals that you meet all physical and psychological requirements.
- VII. You must be willing to travel to Los Angeles, CA, for up to two weeks in May 2005 (or as otherwise scheduled by the Producers) for the final selection process. Pre-approved economy travel (roundtrip to and from Los Angeles, CA, and your home in the United States) and lodging to be provided and paid for by the Producers.
- VIII. If you are selected as a player, you must be willing to travel to and reside at one or more undisclosed locations in the United States for up to eight weeks in the Spring/Summer, 2005 (or as otherwise scheduled by the Producers). Economy travel to be paid by the Producers.
- IX. Neither you nor any of your immediate family members or anyone living in your household may be or have been within the past two (2) years employees, officers, directors or agents of any of the following: (a) Mark Burnett Productions, Inc., National Broadcasting Company, Inc. ("NBC") or any television station owned and operated by NBC; (b) any person or entity involved in the development, production, distribution or other exploitation of the reality-based program currently entitled "The Apprentice" (the "Program") or any variation thereof; (c) Any sponsor of the Program or its advertising agency; or (d) Any person or entity supplying services or prizes to the Program. In addition, Producer reserves the right to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program such that his or her participation in the Program could create the appearance of impropriety.

- X. You must **not** have appeared as a contestant in more than two (2) television competition reality-based shows within the last five (5) years from the tape date of the episode(s) of the Program in which you may appear. In addition, you may not have appeared as a contestant on more than one (1) television competition reality-based show within the past twelve (12) months from the tape date of the episode(s) of the Program in which you may appear (regardless of whether such appearance has been broadcast or cablecast).

Applications will only be considered if they are complete. Completed applications include the following requirements:

- Completed application form (including the signed name and likeness release) and an attached current resume
- Copy or proof of eligibility to live and work in the United States (either valid US passport or combination of valid US driver's license and valid social security card)
- A photo with your name written on back lightly in pencil
- 10-minute videotape labeled clearly with your name and the number (1 - 16) that corresponds to the interview city nearest you (as defined above)
- Print clearly on the outside of the envelope (including overnight shipping envelopes) the number (1 - 16) that corresponds to the interview city nearest you (as defined above) and your return address in the upper left corner of the envelope.

Please read, sign and date the following statement:

I hereby acknowledge that (i) I have read, and I meet and agree to be bound by, the Program eligibility requirements; (ii) I have answered the previous questions honestly and accurately; (iii) if any of the above information is found to be false, I understand that this will be grounds for my dismissal from the Program player selection process and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, the Producers have no obligation to interview me and/or select me as a player; and (v) all decisions by the Producers concerning the selection of the players is final and not subject to challenge or appeal.

Signature: _____

Date: _____

THE APPRENTICE

NBC APPLICATION

NAME: _____ HOME PHONE: _____

ADDRESS: _____ WORK PHONE: _____

_____ CELL PHONE: _____

E-MAIL: _____ INTERVIEW CITY: _____

HOMETOWN: _____ AGE: _____ MARITAL STATUS: _____

HIGHEST LEVEL OF EDUCATION COMPLETED: _____

OCCUPATION AND SALARY: _____

LIST YOUR LAST THREE JOBS AND SALARY HISTORY: _____

HOW WOULD YOUR CO-WORKERS DESCRIBE YOU? _____

WHAT IS YOUR MOST IMPRESSIVE WORK OR SCHOOL ACHIEVMENT? _____

WHY ARE YOU SUCCESSFUL IN BUSINESS? _____

DESCRIBE A MAJOR EVENT OR ISSUE THAT HAS AFFECTED YOUR LIFE: _____

TELL US SOMETHING EMBARRASSING ABOUT YOURSELF: _____

WHY DO YOU BELIEVE YOU COULD ULTIMATELY BE "THE APPRENTICE"? _____

VOLUNTARY PARTICIPATION AGREEMENT

I, _____, desire to voluntarily participate in interviews and auditions (the "Activity") for 'The Apprentice' (the "Program"). In connection with my participation in the Activity, I acknowledge, represent, warrant and agree as follows:

(1) I am 21 years of age or older.

(2) I represent and warrant that I am in good health and that I have no medical, physical or emotional condition that might interfere with my engaging in the Activity.

(3) I represent and warrant that I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity.

(4) I will follow all rules made and directions given by NBC Studios, Inc. and Mark Burnett Productions, Inc. in connection with the Activity.

(5) Producers have no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producers are under no obligation to select me to participate in the Activity or to include the Activity or my participation in the Activity in the Program. I understand that I will not be paid any money or given any other consideration for giving Producers the rights listed in this Agreement or for signing this Agreement.

(6) MY PARTICIPATION IN THE ACTIVITY IS AT MY OWN RISK. I RELEASE PRODUCERS, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PRODUCERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANYONE ELSE CONNECTED WITH THE PROGRAM. I AGREE TO DEFEND AND INDEMNIFY PRODUCERS, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

(7) I understand that it is a federal offense, unless disclosed to Producers prior to broadcast, if any, to:

- (a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, or any representative of Producers any portion of my compensation or anything else of value to arrange my appearance on the Program.
- (b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.

(8) I understand and agree that any material I provide to Producers (including, without limitation, photographs, etc.) shall remain the sole property of Producers. I further understand and agree that even if I am not selected for any further consideration as a contestant on the Program, Producers shall nevertheless have the right to use my name, voice, likeness, appearance, biographical information, any information or material provided by me to Producers, and any motion or still pictures or recordings Producers take of me, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby release Producer from any and claims, actions, damages, liabilities, losses, costs and expenses arising out of or resulting from Producers exercise of its rights under this paragraph.

Dated: _____, 2005

(Signature)

(Print Name)

(Social Security Number)

(Address)

NAME AND LIKENESS RELEASE

Please sign and date the following name and likeness release:

By submitting this application I hereby consent to the recording, use and reuse by the Producers of the Program (as defined below) and NBC West, LLC and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units or affiliated entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance and biographical materials (collectively "Likeness") in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the reality-based television series currently entitled "The Apprentice" (the "Program"). I agree that Releasees may use all or any part of my Likeness and may alter or modify it, regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title and interest in and to the application video that I have provided in connection with the Program (the "Video") and all rights therein and thereto including, without limitation, the right to use the Video and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity. I further agree that Releasees may use my Likeness and Video in connection with any promotion, publicity, marketing or advertisement for the Program or for any of the Releasees in any manner whatsoever, or for any other purpose and manner whatsoever. I grant the rights hereunder whether or not I am selected to participate in the Program. I release Releasees from any and all liability arising out of its use of my Likeness and/or the Video. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Video (including, without limitation, any claim that such use invades any right to privacy and/or publicity).

This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document and I acknowledge that I have not executed this instrument in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Producers of any term of this agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this agreement shall in no way affect the validity or enforceability of any of the remainder of this agreement.

I have signed this release on _____, 2005

Signature: _____

Print Name: _____