



Audition Terms and Conditions
Updated as of January 11, 2019

The “New Nickelodeon Game Show” (the “Program”) is a United States television program, featuring teams of children between the ages of 10 and 14 competing in action-packed challenges to win prizes. By participating in this online audition application (the “Online Application”) and submitting any supplemental materials in support of or in connection with said application (“Materials”) (Online Application and Materials collectively hereafter referred to as the “Audition”) for consideration by Blue Orbit Productions, Inc. (“Producer”) and Viacom Media Networks (“Network”) to be considered for potential participation in the Program, the Participant (as defined below) acknowledges that it has read, understands and voluntarily agrees to abide by these Audition Terms and Conditions (the “Terms and Conditions”) in their entirety. The effective date of these Terms and Conditions (the “Effective Date”) shall be the date on which the Participant submits its Audition. By submitting this Online Application and Materials, Participant acknowledges that Participant (or Participant’s parent/legal guardian if Participant is under 18) has read and agrees to the privacy policy located at https://mysticartpictures.com/new-look/Welcome_files/Website_Privacy_Policy.pdf

Prior to submitting an Audition, please confirm that each individual applicant meets the Eligibility Requirements in Section A below. In addition, please ensure that the Participant’s Audition meets the Audition Submission Requirements in Section B below. Auditions will stop being accepted on a date

to be determined in the sole discretion of Producer (the "Submission Period"). No Audition will be accepted after 11:59 p.m. PT on the close of the Audition Submission Period.

Producer makes no guarantee that all Online Applications and/or Materials it receives will be reviewed.

A. Eligibility Requirements.

1. The Participant must be able to prove at the time of the Participant's registration and audition that Participant is: (i) a United States citizen; or (ii) a legal permanent resident of the United States;

2. Participants are individuals between the ages of ten (10) to fourteen (14) as of February 25, 2019. Any Participant that is under the age of eighteen (18) as of the date of submission must have his or her parent/legal guardian's permission to participate in the Audition.

3. As the Participants are made up of minor(s) as of the date of submission, the Participant MUST have a parent/legal guardian submit the Participant's Audition on the Participant's behalf. This of-age parent/legal guardian will register as the User, and may be asked to show proof that they are the parent/legal guardian of the Participant and authorized to bind the Participant to the terms of these Terms and Conditions.

4. Neither Participant nor their parent/legal guardian may have participated in the television game show programs entitled "Paradise Run", "Keep It Spotless" or "Lip Sync Battle: Shorties".

5. Producer and/or Network reserves the right to remove from the Program any person (including any Participant) that Producer and/or Network determines, in Producer's and/or Network's sole discretion, is sufficiently connected with the Program or Producer, Network or their respective parents, subsidiaries or affiliated companies, or any of their respective licensees, successors or assigns; MysticArt Pictures, LLC 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". 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.

6. Participant, along with their parent/legal guardian, will be available to travel to Los Angeles, CA in February/March 2019 for 1-2 days of shooting. Participant and their parent/legal guardian shall be responsible for any costs and/or expenses in connection with their participation in the filming of the Project.

B. Audition Submission Requirements.

1. General Requirements.

(a) The Participant's parent/legal guardian may submit ONLY ONE (1) Online Application for consideration. Materials in support of an application which are requested by Producer or its designee shall be submitted following initial interview with Producer, if any, in the manner designated by Producer or its designee.

(b) Online Applications MUST be submitted to the Online Audition Website:

https://www.mysticartpictures.com/mystic/castingdetail.php?nc_id=186

Follow the onscreen prompts to upload Participant's Audition. Auditions will NOT be accepted after 11:59 p.m. PT on the close of the Audition Submission Period designated by Producer and included on the Online Audition Website.

(c) The parent/legal guardian of a Participant that is a minor in their state of residence must have Internet access during the Audition Submission Period, and sign up as the User on Online Audition Website. There is no charge to become a User on the site.

(d) The Participant's Audition must be entered by a registered user of the Online Audition Website, who is at least eighteen (18) years old, and whom Producer can verify is the parent/legal guardian of the Participant.

(e) The Participant's Audition must comply with the requirements of this Section B. Any Audition that, in Producer's discretion, does not comply with the requirements of this Section B may be disqualified.

(f) The Participant's Audition Submission will not be complete until the Participant (or Participant's parent/legal guardian if Participant is a minor) has accepted these Terms and Conditions and the Privacy Policy [<http://www.fmnanet.com/privacy-policy.pdf>].

(g) Producer reserves the right to determine, in its sole discretion, the eligibility of each Participant's Audition. **ELIGIBLE PARTICIPANTS MUST SUBMIT THE AUDITION IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.**

(h) Producer reserves the right in its sole discretion to modify or change the eligibility requirements or submission requirements hereunder from time to time and such modifications will be effective upon posting to the Online Audition Website and/or updating the Terms and Conditions.

2. Audition Content

(a) Any Online Application and/or Materials must conform to the requirements of these Terms and Conditions, which may be amended from time to time.

(b) Any Online Application and/or Materials 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.

C. Judging

Auditions submitted for consideration will be judged according to the same parameters as other auditions for the Program. If the Participant is selected to progress in the audition process to a callback round, the Participant's parent/legal guardian may be required to (i) submit additional materials as may be requested and/or required by Producer and/or Network, (ii) participate with Participant in one (1) or more interviews via phone or Skype (or other similar form of video conferencing) and/or (iii) arrange for Participant's travel to an audition callback, which will be at a location selected by Producer in its sole discretion. The Participant's parent/legal guardian must accompany any Participant to an audition callback and would also provide or arrange for his or her own travel to the audition callback.

D. Further Documentation.

In the event Producer chooses Participant to participate in the Program, Participant will be required by 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. Both Participant and their parent/legal guardian must sign each of the forms and cooperate in having the forms court approved, if and when requested by Producer. Any Participant who is accompanied to the audition or filming of the Program by a guardian appointed by said member's parent/legal guardian, that member must have the release signed and notarized by Participant's parent/legal guardian with authority to sign on that member's behalf, and bring the signed and notarized Release to the audition. Participant'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 PARTICIPANT OR PARTICIPANT'S PARENT/LEGAL GUARDIAN FAILS TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, PARTICIPANT MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.

E. Disqualifications.

Producer reserves the right to disqualify and/or exclude, 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 and/or compete at any level in the process does NOT ensure that Participant will be selected to continue to the next stage of the process.

F. License.

Participant shall retain all ownership rights in Participant's Audition, including but not limited to the Online Application and/or Materials. By submitting the Audition, Participant and Participant's parent/legal guardian each 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 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 Network and Producer and/or Network'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 Network 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 the Participant. 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 distribute and synchronize all or any portion of Participant's Audition in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of Participant's Audition; to encrypt, encode and decode, and compress and decompress all or any portion of Participant's Audition; 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 Participant's Audition Video; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of Participant's Audition; and to excerpt and/or extract portions of Participant's Audition in order to host, store, index, categorize and display Participant's Audition on or through the Platforms. Producer has no obligation to review Participant's Audition or to use the Participant's Audition in any manner whatsoever.

G. Representations and Warranties / Indemnification.

Participant represents and warrants as follows: (i) Participant is the copyright owner of the any Materials submitted as part of the Audition, or has the necessary authorization to submit the Audition hereunder, (ii) any Materials submitted as part of Participant's Audition is the Participant's own original work; (iii) the Audition is wholly original with Participant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (ii) the Audition neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iii) the Audition does not and will not violate any applicable laws, and meets the Audition Submission Requirements set forth in Section B above. Participant 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 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 Participant cannot provide all required releases, Producer reserves the right, in its sole discretion, to discard or remove Participant's Audition, or seek to secure the releases and clearances for the benefit of Producer and/or the Producer Entities, or

may allow the applicable Audition to be utilized. Additionally, the Participant represent and warrant that the Participant 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. Participant agrees to indemnify and hold harmless the Producer Entities, 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 the Participant hereunder.

H. Conditions of Participation.

This Audition is subject to all applicable federal, state, and local laws. Participant hereby: (a) agrees that Producer Entities shall have no liability whatsoever for, and shall be held harmless by Participant 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 Audition or any related activity; (b) release the Producer Entities 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 Audition and from injuries or damages arising in connection with or relating to participation in this Audition; and (c) waive any right to claim ambiguity in the Audition or these Terms and Conditions. Producer and Network reserve the right to modify these Terms and Conditions, remove suspect Auditions, and/or cancel, terminate or suspend any portion of this Audition at any time and for any reason (or no reason at all) in their absolute discretion. Producer reserves the right to disqualify and/or 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 and/or compete at any level in the audition process does NOT ensure that the Participant will be selected to advance to the next stage of the process.

I. Nature of Relationship / Waiver of Equitable Relief.

Participant understands and acknowledges that the Producer Entities 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. Participant acknowledges that many ideas may be competitive with, similar or identical to any of the information or materials submitted in connection with the Audition and/or each other in theme, idea, format or other respects. Participant acknowledges and agrees that Participant will not be entitled to any compensation as a result of the use by the Producer Entities of any such similar or identical material. Participant acknowledges and agrees that the Producer Entities do 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. Participant acknowledges that, with respect to any claim by Participant relating to or arising out of the actual or alleged exploitation or use of any Audition or other material submitted in connection with the Audition by any Producing Entity, the damage, if any,

thereby caused to Participant will not be irreparable or otherwise sufficient to entitle Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition or the Program or any other production based on or allegedly based on the Audition or the Program, and Participant'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.

J. General Release and Limitations on Liability.

By participating in this Audition, Participant agrees 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 Audition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will Participant be permitted to obtain any award for, and the Participant hereby knowingly and expressly waives 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. Participant acknowledge and agree that the Producer Entities, 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 submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Producer Entities or otherwise, that may limit a participant's ability to participate in this 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 Audition and, except as required by law, 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 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 Participant for defamation or portrayal in a false light. Other than as required by law, Producer Entities assume no responsibility for any damage to Participant's computer system, which is occasioned by accessing the Audition website, or participating in this 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 disqualify any participant that violates the Audition Submission Requirements, tampers with the Audition process or operation of the Audition or Participants in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, this 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 Network, corrupt or affect the administration, security, integrity or proper conduct of this Audition, Producer and Network reserve the right, at their absolute discretion, to close the Audition Submission Period at any time, cancel, terminate, modify or suspend this Audition or take any other action deemed fair and equitable by Producer and/or Network.

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 AUDITION OR IN CONNECTION WITH ANY AUDITION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE AUDITIONS ONLINE, 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 THE PRODUCER ENTITIES, 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 PARTICIPANT'S 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 PARTICIPANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS AUDITIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PRODUCER ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.