

ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be at least 18 years of age as of November 22, 2023
- 2) You must be a legal US resident.
- 3) You are not currently, nor do you currently intend to be, a candidate for public office, and if there is any change in this representation prior to the initial exhibition of the Program in which you appear, you must immediately notify NBCUniversal (as defined below) at ReportingCandidacy@nbcuni.com. Becoming a candidate before or around the time of the initial exhibition of the Program may under certain circumstances have legal implications on the exhibitor's ability to exhibit the Program.
- 4) DIGA, LLC ("**Producer**") and NBCUniversal (as defined below) reserve the right to render ineligible any person who either of them determines, in their sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. In making this decision, Producer and NBCUniversal may consider whether you are, or know or have known anyone who is, or has been within the last two (2) years, an employee, officer, director or agent of any of the following:
 - (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the reality-based program currently entitled "Untitled Tech Show" (the "**Program**") or any variation thereof;
 - (ii) NBCUniversal Media, LLC or any of its parent, subsidiary or affiliated entities, including, without limitation, its broadcast networks and studios, cable networks and studios, film businesses, digital businesses, parks and resorts (collectively, "**NBCUniversal**") (for more information about NBCUniversal businesses, please visit <http://corporate.comcast.com> or <http://www.nbcuni.com>);
 - (iii) Any sponsor of the Program or its advertising agency; or
 - (iv) Any person or entity supplying goods, services or prizes (as applicable) to the Program.

Please list any such relationships here; if none, write "None." If you become aware of any such relationships after completing this application, please immediately notify Producer in writing.

- 5) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and NBCUniversal or any of their licensees, successors or assigns.
- 6) You will need to be available to the production in November 2023 thru March 2024 (dates subject to change in Producer's sole discretion) and be willing to travel to various locations as part of production.

- 7) You give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest (if any), if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest (if any) or produce the Program and NBCUniversal has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

(b) By submitting this application, I consent to the recording, use and reuse by Producer, NBCUniversal, and any of the Released Parties (as defined in Paragraph 9 below) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively “**Likeness**”), as edited, altered, or modified by Producer or by any of the other Released Parties, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Released Parties or any of them 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 the Released Parties exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively, the “**Materials**”), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCUniversal for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Released Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Released Parties these rights or for signing this application.

(c) I authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit reports, and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) To the maximum extent permitted by law, I authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me if required by Producer. To the maximum extent permitted by law, I further authorize the individuals conducting such examinations to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program. [

(e) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and NBCUniversal in their sole discretion. I understand that the participant selection process may also involve subjective decisions made by the public. I further understand that those certain individuals, NBCUniversal, Producer and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees.

8) **CONFIDENTIALITY**. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to

any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of Producer or NBCUniversal: any information or materials that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to Producer or to NBCUniversal, the business of Producer or NBCUniversal, any program produced by Producer or exhibited by NBCUniversal, including, without limitation, any information concerning or relating to the Program, the participant selection process, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this application or any other agreement or document that I sign, have signed or receive from Producer or NBCUniversal at any time(collectively, the “**Confidential Information**”). I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCUniversal by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer or NBCUniversal, result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and NBCUniversal irreparable 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 and NBCUniversal shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

9) **RELEASE AND AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, I irrevocably and unconditionally release each of the Released Parties from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the “Released Claims”). Further, to the maximum extent permitted by law, I agree not to sue the Released Parties as a result of the recording or use of my Likeness or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder. The term “Released Parties” shall mean and refer to Producer, Network (as defined below), all entities and platforms of NBCUniversal Media, LLC, Comcast Corporation, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

10) As used herein, “**Producer**” shall include, its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. As used herein, “**Network**” shall mean one or more of the television networks or platforms of NBCUniversal Media, LLC. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me to any person or entity.

11) **CHOICE OF LAW.** This application shall be interpreted under the internal, substantive laws of the State of New York, without regard to the conflicts of law provisions thereof.

13) **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE “JAMS RULES”, INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES). THE JAMS RULES ARE AVAILABLE AT WWW.JAMSADR.COM, AND A FURTHER COPY OF THE JAMS RULES SHALL BE PROVIDED TO

ME BY PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE (i) AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW YORK, OR (ii) A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE NEW YORK COUNTY. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE REMAINDER OF THIS PARAGRAPH, THE DAMAGES RECOVERABLE BY THE PARTIES SHALL BE LIMITED TO MONEY DAMAGES. NONETHELESS, SUCH PARTIES WAIVE THE RIGHT TO SEEK SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT ANY REMEDIES THE PARTIES TO ANY DISPUTE HAVE WAIVED HEREIN. FURTHER, I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER, NETWORK AND THEIR LICENSEES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN ANY INJUNCTIVE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANTING ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING.

14) **ELECTRONIC SIGNATURES.** This application may be executed by original, facsimile or electronic signature in a form acceptable to Producer. Any signed copy of this application delivered by facsimile or electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

15) **SEVERABILITY.** The illegality, invalidity or unenforceability of any provision of this application shall in no way affect the validity or enforceability of any of the remainder of this application, which shall be enforced to the maximum extent permitted by law.

To the extent NBCUniversal collects and uses your information as a participant in connection with the production, please see <https://www.nbcuniversal.com/privacy/participant>. These notices may be updated from time to time.

I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.