

CAPTAIN AMERICA

CHARACTER DESCRIPTION:

When WWII began, STEVE ROGERS was nothing more than a scrawny enlisted soldier, until he volunteered for the Army's top-secret Super Soldier Program. Going through the Rebirth Process, Rogers was transformed into the world's greatest hero: CAPTAIN AMERICA. With superhuman strength and endurance, he became an unstoppable beacon of hope in the battle against the Nazis.

But like many soldiers, Cap had a girl back home. Gail. He dreamed of the day the war would end so they could finally get married, have children, and live the American dream. Looking forward to the future is what inspired him to continue, even when the war was at its bleakest.

And then in 1945, as Berlin fell to the allied forces, the Nazi's were making one last desperate move to accomplish their agenda. Off the coast of Norway, working in collusion with mysterious entities not of this earth, the Nazi's prepared to launch a nuclear warhead at Washington.

Captain American led the 82nd Airborne Division on this final mission. And only by leaping upon the missile as it launched was Cap able to stop it. Using his bare hands and a single grenade he managed to detonate the warhead in the lower atmosphere before it could reach its' intended target. This single act of heroism saved countless lives... but cost Captain America his own. His unconscious body plummeted thousands of feet, eventually crashing into the icy waters of the arctic, sinking into its dark depths... where it would remain for over sixty years.

And now our hero will rise once again, pulled from the blackness of the sea to fight a new fight, but one against the same sinister forces he defeated a lifetime ago.

But this is also Captain America's personal journey. He awakens to find that everything he knew, every person he was close to... is gone. Thrust into a military he barely recognizes, Cap is a man between worlds, forced to say good-bye to the life he knew. To the life he cherished.

As Cap finds his way and redefines his purpose, he learns that he NEEDED to be here. Now. To unify a team of heroes.

To save the world... again.

Trying to keep emotions in check:

CAPTAIN AMERICA

My dearest Gail. This war has taken its toll in... so many ways. All I ever wanted was for us to get married and have kids and buy that little house upstate with the cherry blossom trees. It breaks my heart to think you and I may never experience those joys. But no matter what the future holds... I know I will see you again. One day. Always and forever... Steve.

Feeling overwhelmed:

CAPTAIN AMERICA

General, everything I knew... everything I cared for... (voice wavers)... *it's all gone*. You should have left me in the ice.

With measured intensity:

CAPTAIN AMERICA

I have seen these things, Mr Stark. I fought one, and killed him. Twice. So yes, they were very real. And if you're not afraid... you should be.

With compassion:

CAPTAIN AMERICA

Bruce, it's not just the science. It's about what's in here (taps head). The rebirthing process won't rid you of the anger and the hurt. It will only empower them. Nothing would change for you.

In the heat of battle:

CAPTAIN AMERICA

Wasp! That corridor is too hot - maintain position. No! Hank, back off!! We've already got two agents down! Now nobody move until we know what we're dealing with!!

THE ULTIMATE VOICE TALENT SEARCH

APPLICATION INSTRUCTIONS

1. Read the Official Rules.
2. Read the Eligibility Requirements.
3. Complete (type / print clearly) and sign (and have a parent sign, if you are a minor) an Application (as defined in the Official Rules).
4. Prepare one (1) passport size photo of yourself and write your name on the back in pencil.
5. Prepare one (1) videotape of yourself speaking, singing or screaming like one (1) Marvel Super Hero based upon one (1) of the “scripts” available on www.marvel.com.

Length: Maximum of two (2) minutes (anything over two (2) minutes will **not** be considered).

Format: VHS or DVD only (any other formats will **not** be considered).

Content: You speaking, singing or screaming like a one (1) Marvel Super Hero (tapes with additional content will **not** be considered).

6. Mail the completed Application (including the photo and videotape and no other enclosed items) to the following address (package must be postmarked **on or between September 7, 2004 and November 1, 2004**):

The ULTIMATE Voice Talent Search
c/o MLG Productions 1, Inc.
P.O. Box 67041
Los Angeles, California 90067

Lost, late, mutilated, damaged, incomplete, stolen, misdirected, illegible or otherwise defective Applications or any Applications containing insufficient postage shall not be given consideration by MLG Productions 1, Inc. (“Producer”). Producer reserves the right to make additions to and/or deletions from and/or otherwise modify the Application process. Applications will not be returned and upon receipt will become the sole and exclusive property of Producer and may be used in any manner in any media now known or hereafter invented throughout the Universe in perpetuity. If you do not have access to the Internet and a printer, you may obtain a copy of the Official Rules, Eligibility Requirements and Application by sending a written request for these materials to: *The ULTIMATE Voice Talent Search*, c/o MLG Productions 1, Inc., P.O. Box 67041, Los Angeles, California 90067.

THE ULTIMATE VOICE TALENT SEARCH

APPLICATION

PLEASE PRINT ALL INFORMATION CLEARLY.
THIS APPLICATION MUST BE LEGIBLE AND COMPLETE (INCLUDING SIGNATURE(S)).

MARVEL SUPER HERO: _____

Name: _____ Home Phone: (_____) _____ - _____
Address: _____ Work Phone: (_____) _____ - _____
_____ Cell Phone: (_____) _____ - _____
City/State/Zip Code: _____ AGE: _____
E-mail: _____ Date of Birth (e.g., 06/16/75): _____

PLEASE CIRCLE A RESPONSE TO EACH OF THE FOLLOWING QUESTIONS:

Have you read, understand, meet and agree to the Official Rules and Eligibility Requirements? Y / N

Are you a member of SAG or AFTRA (or any similar entertainment union)? Y / N

Do you have any medical, physical or psychological condition that might interfere with your participation in the Audition Process (as defined in the Official Rules)? Y / N

Do you live in the United States? Y / N

Are you presently a candidate for any type of political office? Y / N

Have you ever been convicted of or pled guilty to a felony or misdemeanor, other than a minor traffic violation, or had a restraining order entered against you? Y / N

Have you applied for, are you in the current production of or have you appeared in any television show (including reality television show) or motion picture? Y / N

BY SIGNING BELOW, YOU (AND YOUR PARENT, IF APPLICABLE) ACKNOWLEDGE, UNDERSTAND AND AGREE THAT: (I) APPLICATIONS (AS DEFINED IN THE OFFICIAL RULES) WILL NOT BE RETURNED AND UPON RECEIPT WILL BECOME THE SOLE AND EXCLUSIVE PROPERTY OF PRODUCER (AS DEFINED IN THE OFFICIAL RULES) AND MAY, DEPENDING ON THE APPLICATION'S GENERAL ENTERTAINMENT VALUE AND PROFESSIONALISM (TO BE DETERMINED BY PRODUCER IN ITS SOLE DISCRETION), BE USED IN ANY MANNER AND IN ANY MEDIA NOW KNOWN OR HEREAFTER INVENTED THROUGHOUT THE UNIVERSE IN PERPETUITY (THE "MEDIA"), INCLUDING WITHOUT LIMITATION, AS PART OF THE BONUS FEATURES OF ANY DVDS CONTAINING CONTENT PRODUCED BY PRODUCER AND/OR COMPANIES (AS DEFINED IN THE OFFICIAL RULES) AND FOR PROMOTIONAL PURPOSES OR AS CONTENT IN ANY MEDIA, (II) BY SUBMITTING AN APPLICATION, YOU CONSENT TO PRODUCER'S AND/OR COMPANIES' USE (WITH NO COMPENSATION PAYABLE TO YOU EXCEPT AS SET FORTH IN THE OFFICIAL RULES) OF YOUR APPLICATION (INCLUDING YOUR PHOTO, VIDEOTAPE AND PERSONAL INFORMATION) AND, IF APPLICABLE, YOUR AUDIOVISUAL RECORDING AND VOICE RECORDING (AS SUCH TERMS ARE DEFINED IN THE OFFICIAL RULES) IN THE MEDIA, AND WITH RESPECT TO THE VOICE RECORDING IN THE PRODUCER CONTENT (AS DEFINED IN THE OFFICIAL RULES), AND (III) ALL OF THE INFORMATION PROVIDED AND QUESTIONS ANSWERED HEREIN ARE TRUE AND ACCURATE.

Applicant's Signature

Parent's Signature (if applicable)

Print Applicant's Name: _____

Print Parent's Name: _____

Date: _____

Date: _____

THE ULTIMATE VOICE TALENT SEARCH

OFFICIAL RULES

1. **Application Rules:** No purchase is necessary to participate in *The ULTIMATE Voice Talent Search* audition process (“Audition Process”) produced by MLG Productions 1, Inc. (“Producer”). In order to apply to participate in the Audition Process, go to www.marvel.com and: (i) read and agree to the Official Rules, (ii) read, understand, meet and agree to the Eligibility Requirements, (iii) complete (type / print clearly) and sign (and have a parent sign, if you are a minor) an Application, (iv) prepare one (1) passport size photo of yourself and write your name on the back in pencil, (v) prepare one (1) videotape of yourself speaking, singing or screaming like one (1) Marvel Super Hero based upon one (1) of the “scripts” available on www.marvel.com (tape length must be no longer than two (2) minutes, in VHS or DVD format only and contain only you speaking, singing or screaming like one (1) Marvel Super Hero) (collectively, the “Application”), and (vi) mail the completed Application to the following address, package (“Package”) must be postmarked on or between September 7, 2004 and November 1, 2004: *The ULTIMATE Voice Talent Search*, c/o MLG Productions 1, Inc., P.O. Box 67041, Los Angeles, California 90067. Applicants who do not meet the Eligibility Requirements and/or Applications not conforming to the Application requirements will not be given consideration. Limit of one (1) Application per Package (i.e., persons may submit more than one (1) Application, but may only submit one (1) Application per Package). Lost, late, mutilated, damaged, incomplete, stolen, misdirected, illegible or otherwise defective Applications or any Applications containing insufficient postage shall not be given consideration by Producer. Sending an Application constitutes your full and unconditional agreement and acceptance of these Official Rules. If you do not have access to the Internet and a printer, you may obtain a copy of the Official Rules, Eligibility Requirements and Application by sending a written request for these materials to: *The ULTIMATE Voice Talent Search*, c/o MLG Productions 1, Inc., P.O. Box 67041, Los Angeles, California 90067.
2. **Eligibility Requirements:** In order to submit an Application and/or participate in the Audition Process, you must read, understand, meet and agree to the Official Rules and Eligibility Requirements. You may not participate in the Audition Process if the laws in your jurisdiction prohibit your participation.
3. **Use of Applications:** Applications will not be returned and upon receipt will become the sole and exclusive property of Producer and may, depending on the Application’s general entertainment value and professionalism (to be determined by Producer in its sole discretion), be used in any manner and in any media now known or hereafter invented (the “Media”) throughout the Universe in perpetuity, including without limitation, as part of the bonus features of any DVDs containing content produced by Producer and/or Companies (as defined below) and for promotional purposes or as content in any Media throughout the Universe in perpetuity. BY SUBMITTING AN APPLICATION, YOU CONSENT TO PRODUCER’S AND/OR COMPANIES’ USE OF YOUR APPLICATION (INCLUDING YOUR PHOTO, VIDEOTAPE AND PERSONAL INFORMATION) IN THE MEDIA THROUGHOUT THE UNIVERSE IN PERPETUITY. IF YOU DO NOT CONSENT TO PRODUCER’S AND/OR COMPANIES’ USE OF YOUR APPLICATION (INCLUDING YOUR PHOTO, VIDEOTAPE AND PERSONAL INFORMATION) IN THE MEDIA THROUGHOUT THE UNIVERSE IN PERPETUITY, YOU MAY NOT PARTICIPATE IN THE AUDITION PROCESS. Producer has no obligation whatsoever to use any of the Applications in the Media or otherwise. You acknowledge, understand and agree that Producer may disclose all of the information contained within or derived from each Application (including your photo, videotape and personal information) (collectively, “Personal Information”) to third persons connected with the

Audition Process. You further acknowledge, understand and agree that Producer may use your name, voice, appearance, biographical information, likeness and/or any other information or material provided by you to Producer, in the Application or otherwise, in connection with the Audition Process and/or the promotion thereof, in the Media. If Producer, in its sole discretion, decides to use your Application in the Media, you must prove you are eligible to participate in the Audition Process and you, in Producer's sole discretion, may be required to complete and timely return a "Media Authorization Package," which may include, among other documents: a general release and indemnity agreement, a confidentiality agreement, an affidavit of eligibility, an additional name and likeness release, a parental notification and release (if you are a minor) and a background check authorization form.

4. Recording Session: Producer may, in its sole discretion based upon the general entertainment value and professionalism of any Application, invite an individual (and one (1) of such individual's parents, if a minor), on dates to be determined by Producer in its sole discretion, to Los Angeles, California (or any other location selected by Producer) to perform a voice recording ("Voice Recording") for a Marvel Super Hero during a live voice recording session at a recording studio ("Recording Session"). Producer may audiovisually record all aspects of an individual's trip to Los Angeles (or any other location selected by Producer) and his or her participation in the Recording Session ("Audiovisual Recording"). The Voice Recording and Audiovisual Recording shall be the sole and exclusive property of Producer and may, depending on the Voice Recording's and Audiovisual Recording's general entertainment value and professionalism (to be determined by Producer in its sole discretion), be used by Producer and/or the Companies in the Media throughout the Universe in perpetuity, and with respect to the Voice Recording as the voice (or a portion of the voice) of a Marvel Super Hero in any content produced by Producer and/or Companies (e.g., motion pictures, television programs, etc.) ("Producer Content"). Producer and/or Companies shall not be obligated to provide any individual with any compensation whatsoever with respect to his participation in the Audiovisual Recording, Voice Recording and/or Recording Session, except for round-trip coach air or other transportation to and reasonable hotel expenses (i.e., a hotel room, not a suite) for no greater than two (2) nights in Los Angeles (or any other location selected by Producer). Notwithstanding the foregoing, if Producer decides to use an individual's Voice Recording in any Producer Content, such individual shall be paid the minimum rate paid to the other voice recording actors performing substantially similar voice recording services in connection with the applicable Producer Content. If Producer invites you to participate in a Recording Session, prior to traveling to Los Angeles (or any other location selected by Producer) you must prove you are eligible to participate in the Audition Process and you, in Producer's sole discretion, may be required to complete and timely return a "Recording Session Package," which may include, among other documents: a general release and indemnity agreement, a confidentiality agreement, an affidavit of eligibility, an additional name and likeness release, a parental notification and release (if you are a minor) and a background check authorization form. You hereby agree to sign any additional agreements, releases and/or authorizations that Producer, in its sole discretion, deems necessary prior to traveling to Los Angeles (or any other location selected by Producer) to participate in a Recording Session. If you cannot prove your eligibility or are otherwise determined to be ineligible for any reason, such determination to be made by Producer in its sole discretion, your Application shall not be used by Producer and/or Companies and you may not participate in the Recording Session. If you agree to travel to Los Angeles (or any other location selected by Producer) to participate in the Recording Session, you agree to cooperate with Producer's reasonable directions and requests and shall report and be available to participate in the Audiovisual Recording, Voice Recording and Recording Session at all times and places as Producer shall designate. EXCEPT AS SET FORTH ABOVE, AS APPLICABLE, NO INDIVIDUAL SHALL RECEIVE ANY CONSIDERATION FOR GRANTING PRODUCER AND COMPANIES THE RIGHTS SET FORTH HEREIN OR AS A RESULT OF PRODUCER'S AND/OR COMPANIES' USE, IF ANY, OF ANY INDIVIDUAL'S APPLICATION, AUDIOVISUAL RECORDING, VOICE RECORDING AND/OR OTHER

INFORMATION AND MATERIALS, AS APPLICABLE, IN THE MEDIA, THE PRODUCER CONTENT OR OTHERWISE. YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE AUDITION PROCESS IF YOU ARE A CURRENT MEMBER OF SAG OR AFTRA (OR SIMILAR ENTERTAINMENT UNION).

5. Changes to Official Rules & Audition Process: Producer reserves the right to disqualify any applicant in its sole discretion at any time during the Audition Process. In the event the Audition Process is compromised by an unauthorized human intervention, tampering or other cause beyond the reasonable control of Producer, which corrupts or impairs the administration, security, fairness, integrity or proper operation of the Audition Process, Producer has the right in its sole discretion to suspend, modify or terminate the Audition Process. Should the Audition Process be terminated prior to the stated expiration date for submissions, Producer reserves the right to use the Applications received prior to the termination date as set forth in these Official Rules. Producer reserves the right to modify these Official Rules in its sole discretion, such modifications to become effective upon the date of their posting on www.marvel.com. The Audition Process shall be controlled exclusively by Producer and its decisions shall be final. OFFICIAL RULES ARE SUBJECT TO CHANGE IN PRODUCER'S SOLE DISCRETION AT ANY TIME.
6. General Release/Indemnity: You acknowledge, understand and agree that Producer's use or revelation of your Application, Voice Recording, Audiovisual Recording and/or Personal Information may be embarrassing, unfavorable, humiliating, and/or derogatory and/or may portray you in a false light. You agree to release, discharge, hold harmless and indemnify Producer and Companies from any and all claims (including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort) and/or damages arising from or in any way relating to the submission of your Application, your participation in the Audition Process, the use of your Personal Information, the use of your name, voice, appearance, biographical information, likeness and/or any other information or material provided by you to Producer, in the Application or otherwise, and any motion or still pictures or recordings (including, if applicable, the Audiovisual Recording and Voice Recording) produced and recorded by Producer, in connection with the Audition Process or the promotion thereof, as used in the Media, and with respect to the Voice Recording in the Producer Content. "Companies" as used herein shall collectively mean Marvel Characters, Inc., Marvel Enterprises, Inc., Lions Gate Entertainment, Inc., and all advertising and promotional agencies, Audition Process broadcasters (if any involved) and distributors, and all other companies associated with the production, administration and/or exhibition of the Audition Process, the Media, the Producer Content, and/or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, divisions and joint venture partners, and each of their respective employees, officers, directors and agents. You hereby agree to assume the risk of any and all injury, illness, damage, loss, or harm to your person or property of any kind, however caused, arising from or relating to the submission of your Application, your participation in the Audition Process and the production, use and/or exploitation of the Application, Audition Process, Audiovisual Recording and Voice Recording. You hereby agree that Producer and Companies have no obligation to you whatsoever. Without in any way limiting the foregoing, you acknowledge and agree that Producer is under no obligation to invite you to Los Angeles (or any other location selected by Producer) and/or include or use your Application, Audiovisual Recording, Voice Recording and/or other information and materials, as applicable, in the Media, the Producer Content or otherwise.
7. Disputes: You agree that any dispute arising from or related to *The ULTIMATE Voice Talent Search* shall be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California. You further agree that any action or proceeding against Producer and/or Companies related to *The ULTIMATE Voice*

Talent Search may be brought only in the State or Federal courts located in the State of California, County of Los Angeles. You consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein.

8. Persons Ineligible: Employees, officers, directors and agents of Producer and the Companies, as well as: (i) the immediate family (spouse, ex-spouse, mother, father, sister, brother, daughter or son, step-parents, step-children, step-siblings, regardless of where they live), and (ii) members of the same households (whether related or not) of such employees, officers, directors and agents; are not eligible to file an Application and/or participate in the Audition Process.

THE ULTIMATE VOICE TALENT SEARCH

ELIGIBILITY REQUIREMENTS

You must meet all of the following eligibility requirements and agree to all of the following statements to submit an application for *The ULTIMATE Voice Talent Search* (“Audition Process”):

1. You are six (6) years of age or older and have no medical, physical or psychological condition that might interfere with your participation in the Audition Process.
2. You live in the United States and are able to prove your residency upon MLG Productions 1, Inc.’s (“Producer”) request. Acceptable forms of proof include (without limitation) a valid U.S. passport or combination of valid U.S. driver’s license and valid social security card.
3. You have never have been convicted of or pled guilty to a felony or misdemeanor, other than a minor traffic violation, or had a restraining order entered against you.
4. You represent that you are not prohibited by the laws of your jurisdiction to submit an Application and/or participate in the Audition Process.
5. You understand that Applications will not be returned and upon receipt will become the sole and exclusive property of Producer and may, depending on the Application’s general entertainment value and professionalism (to be determined by Producer in its sole discretion), be used in any manner and in any media now known or hereafter invented throughout the Universe in perpetuity (the “Media”), including without limitation, as part of the bonus features of any DVDs containing content produced by Producer and/or Companies (as defined below) and for promotional purposes or as content in any Media. You further acknowledge, understand and agree that Producer may use your name, voice, appearance, biographical information, likeness and/or any other information or material provided by you to Producer, in the Application or otherwise, and any motion or still pictures or recordings (including, if applicable, the Audiovisual Recording (as defined below) and Voice Recording (as defined below) produced and recorded by Producer, in connection with the Audition Process and/or the promotion thereof, in the Media throughout the Universe in perpetuity, including without limitation, and with respect to the Voice Recording as the voice (or a portion of the voice) of a Marvel Super Hero in any content produced by Producer and/or Companies (e.g., motion pictures, television programs, etc.) (“Producer Content”). If Producer, in its sole discretion, decides to use your Application in the Media, you must prove you are eligible to participate in the Audition Process and you, in Producer’s sole discretion, may be required to complete and timely return a “Media Authorization Package,” which may include, among other documents: a general release and indemnity agreement, a confidentiality agreement, an affidavit of eligibility, an additional name and likeness release, a parental notification and release (if you are a minor) and a background check authorization form.
6. You acknowledge, understand and agree that Producer may disclose all of the information contained within or derived from your Application (including your photo, videotape and personal information) (collectively, “Personal Information”) to third persons connected with the Audition Process. You further acknowledge, understand and agree that Producer’s use or revelation of your Application, Voice Recording, Audiovisual Recording and/or Personal Information may be embarrassing, unfavorable, humiliating, and/or derogatory and/or may portray you in a false light. You hereby agree to release, discharge, hold harmless and indemnify Producer and Companies from any and all claims (including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light,

intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort) and/or damages arising from or in any way relating to the compilation of your Personal Information, the submission of your Application, your participation in the Audition Process, the use of your Personal Information, the use of your name, voice, appearance, biographical information, likeness and/or any other information or material provided by you to Producer, in the Application or otherwise, and any motion or still pictures or recordings (including, if applicable, the Audiovisual Recording and Voice Recording) produced and recorded by Producer, in connection with the Audition Process, or the promotion thereof, as used in the Media, and with respect to the Voice Recording in the Producer Content. "Companies" as used herein shall collectively mean Marvel Characters, Inc., Marvel Enterprises, Inc., Lions Gate Entertainment, Inc., and all advertising, and promotional agencies, Audition Process broadcasters (if any involved) and distributors, and all other companies associated with the production, administration and/or exhibition of the Audition Process, the Media, the Producer Content, and/or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, divisions and joint venture partners, and each of their respective employees, officers, directors and agents.

7. You acknowledge and agree that as a result of your submission of an Application and/or participation in the Audition Process you shall not become an employee or an independent contractor of Producer and/or Companies and will not make any claims against Producer and/or Companies, including, without limitation, claims for compensation, derived from any allegation of status as an employee. You acknowledge and agree that your relationship to Producer and/or Companies in connection with the Application and Audition Process is and shall be limited solely to that of a grantor of rights.
8. If you have applied for, are involved in the current production of or have appeared in any television show (including reality television show) or motion picture, you must disclose such involvement in your Application and Producer may, in its sole discretion, deem you ineligible to participate in the Audition Process.
9. Producer may, in its sole discretion based upon the general entertainment value and professionalism of any Application, invite an individual (and one (1) of such individual's parents, if a minor), on dates to be determined by Producer in its sole discretion, to Los Angeles, California (or any other location selected by Producer) where the individual will have the opportunity to perform a voice recording ("Voice Recording") for a Marvel Super Hero during a live voice recording session at a recording studio ("Recording Session"). Producer may audiovisually record all aspects of an individual's trip to Los Angeles (or any other location selected by Producer) and his participation in the Recording Session ("Audiovisual Recording"). The Voice Recording and Audiovisual Recording shall be the sole and exclusive property of Producer and may, depending on the Voice Recording's and Audiovisual Recording's general entertainment value and professionalism (to be determined by Producer in its sole discretion), be used by Producer and/or the Companies in the Media throughout the Universe in perpetuity, and with respect to the Voice Recording in the Producer Content. Producer and/or Companies shall not be obligated to provide any individual with any compensation whatsoever with respect to his participation in the Audiovisual Recording, Voice Recording and/or Recording Session, except for round-trip coach air or other transportation to and reasonable hotel expenses (i.e., a hotel room, not a suite) for no greater than two (2) nights in Los Angeles (or any other location selected by Producer). Notwithstanding the foregoing, if Producer decides to use an individual's Voice Recording in any Producer Content, such individual shall be paid the minimum rate paid to the other voice recording actors performing substantially similar voice recording services in connection with the applicable Producer Content. If Producer invites you to participate in a Recording Session, prior to traveling to Los Angeles (or any other location selected by Producer) you must prove you are eligible to participate in the Audition Process and you, in Producer's sole

discretion, may be required to complete and timely return a "Recording Session Package," which may include, among other documents: a general release and indemnity agreement, a confidentiality agreement, an affidavit of eligibility, a name and likeness release, a parental notification and release (if you are a minor) and a background check authorization form. You hereby agree to sign any additional agreements, releases and/or authorizations that Producer, in its sole discretion, deems necessary prior to traveling to Los Angeles (or any other location selected by Producer) to participate in a Recording Session. If you cannot prove your eligibility or are otherwise determined to be ineligible for any reason, such determination to be made by Producer in its sole discretion, your Application shall not be used by Producer and/or Companies and you may not participate in the Recording Session. If you agree to travel to Los Angeles (or any other location selected by Producer) to participate in the Recording Session, you agree to cooperate with Producer's reasonable directions and requests and shall report and be available to participate in the Audiovisual Recording and Recording Session at all times and places as Producer shall designate.

10. You shall treat all non-public information and materials received or acquired about Producer, Companies, the Audition Process, the Media and the Producer Content as strictly confidential and shall not disclose or otherwise disseminate any such information to any third person or party.
11. You hereby agree that Producer and Companies have no obligation to you whatsoever. Without in any way limiting the foregoing, you acknowledge and agree that Producer is under no obligation to invite you to Los Angeles (or any other location selected by Producer) and/or include or use your Application, Audiovisual Recording, Voice Recording and/or other information and materials, as applicable, in the Media, the Producer Content or otherwise. Except as set forth above, as applicable, you understand and agree that you will not receive any consideration for granting Producer the rights set forth herein or as a result of Producers' and/or Companies' use, if any, of your Application, Audiovisual Recording, Voice Recording and/or other information and materials, as applicable, in the Media, the Producer Content or otherwise. You further understand that if you are a current member of SAG or AFTRA (or similar entertainment union) you are not eligible to participate in the Audition Process.
12. Employees, officers, directors and agents of Producer and the Companies, as well as: (i) the immediate family (spouse, ex-spouse, mother, father, sister, brother, daughter or son, step-parents, step-children, step-siblings, regardless of where they live), and (ii) members of the same households (whether related or not) of such employees, officers, directors and agents; are not eligible to file an Application and/or participate in the Audition Process.

You hereby acknowledge that you have read, understand, meet and agree to be bound by all of these Eligibility Requirements. If you have not read or do not understand, meet and agree with any of these Eligibility Requirements, you may not submit an Application or participate in the Audition Process.