

THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE)
ELIGIBILITY REQUIREMENTS

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1. Applicants must be 18 years of age or older.
2. Applicants must be available on a full-time, exclusive basis from October 2006 through November 2006, as may be changed by AFN Productions, Inc. (hereafter "Producers") in their sole discretion. The exact date and location of the finals may be changed at any time by Producers in their sole discretion. Economy travel and hotel accommodations (room and tax only excluding all incidental or other charges) will be arranged and paid for by Producers. Your schedule will be entirely at the sole discretion of the Producers.
3. Applicants must not be candidates for public office at the time of application, and if an Applicant is selected as a participant in the program, that Applicant must agree not to become a candidate for public office until after the initial broadcast of all programs in which that Applicant may appear.
4. By applying to be on THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE), Applicant authorizes the Producers to conduct investigations into the Applicant's background, which may include review of civil and criminal records, financial, credit and employment history, and to conduct other examinations and checks (including, without limitation, medical and psychological testing) as deemed necessary by the Producers in their sole discretion.
5. Applicants must not be a party to an exclusive recording contract, either alone or as a member of a group.
6. Applicant should not be a party to any contract that would prohibit you from entering into a management contract, recording contract, talent contract, acting contract and/or merchandising contract. (Individual agency and managerial representation is allowable.)
7. Employees, officers, directors and agents of AFN Productions, Inc., Warner Horizon Television, Inc., The CW Television Network, Interscope Geffen A&M Records, a division of UMG Recordings, and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse or spousal equivalent, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to compete on THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE) or participate in the application process.
8. By applying, Applicant understands and agrees that the Producers reserve the right to change any of the eligibility requirements at any time with or without notice. Applicant further understands and agrees that the Producers reserve the right to (i) not hold any interviews, (ii) modify the manner in which it conducts Applicant interviews and any other part of the application process, or to (iii) not produce or exploit the program on THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE) at all.

AUDITION REQUIREMENTS:

1. Applicants must bring the completed PARTICIPANT APPLICATION along with a photocopy of Applicant's driver's license and social security card and at least 2 photographs (one must be a close-up of your face and the second must be a full-length photograph of your entire (clothed) body).
2. Applicants must prepare a two (2) minute performance incorporating both singing and dancing elements, which Applicant must be ready and dressed to perform at the audition. You must choose two (2) songs for your performance, one of which must be upbeat, R&B tempo and the second of which may be from a genre of your choice. BE CREATIVE!!!
3. Applicants must bring all music (cDs and/or tapes) that will be used in Applicant's audition. Music will not be provided.
4. **OPTIONAL:** Applicants may bring to the audition a VHS tape, DVD or mini DV of the Applicant that shows the Applicant performing a two (2) minute routine. This tape may include up to one (1) additional minute of Applicant demonstrating your personality and telling us about yourself. Anything beyond 3 minutes will not be considered at Producers' sole discretion.

OPEN CALL AUDITIONS: Locations are set forth below and the dates are to be determined, and both are subject to change at any time with or without notice by Producers in their sole discretion. The numbers listed below represent the city code for each city.

1. New York, NY
2. Los Angeles, CA
3. Houston, TX
4. Atlanta, GA
5. Chicago, IL
6. Miami, FL

MAIL IN AUDITION TAPES:

If an Applicant is unable to make one of the open call auditions, Applicants can still apply by sending a completed application packet and audition tape to the following address and placing the city code of the closest audition city to your hometown in parentheses after your name:

The Search For The Next Pussycat Doll (Working Title)
2801 Ocean Park Blvd.
Santa Monica, CA 90405

Applications will be considered only if they are complete. Complete applications shall consist of the following:

- Completed Participant Application (including a release and waiver signed by Applicant and any other required documentation as may be presented to Applicant by Producer).
- Audition tape (VHS tape, DVD or mini DV) of the Applicant, labeled clearly with the Applicant's name. The audition tape must show the Applicant performing a two (2) minute routine. You **MUST** sing and dance in your performance. The audition tape may include up to

one (1) additional minute of Applicant demonstrating your personality and telling us about yourself and why you would make the perfect Pussycat Doll. BE CREATIVE!!! Audition tapes exceeding three (3) minutes will not be considered at Producers' sole discretion.

- Two photographs of the Applicant, each clearly labeled on the back with your name and complete phone number. One must be a close-up of your face, the second must be a full-length photograph of your entire (clothed) body.

Please note:

Producer will not return any Applicant application materials. All application materials will become the property of THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE) and AFN Productions, Inc. and will not be returned. Applicants will be contacted only if THE SEARCH FOR THE NEXT PUSSYCAT DOLL [WORKING TITLE] is considering the Applicant as a potential participant on the program. Please do not call The CW and/or AFN Productions, Inc. to check on an Applicant's status. Any expenses that Applicant may incur during the application process are Applicant's sole responsibility.

Good luck!

RELEASE AND WAIVER

Please Print Your Full Name: _____

Please read, fill out, sign, and date the following:

I have listed below, to the best of my knowledge, (i) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of the CW television network, AFN Productions, Inc., and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for THE SEARCH FOR THE NEXT PUSSYCAT DOLL (WORKING TITLE) (the "Program"); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete, it may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program participant, if previously selected as a participant; (iv) Even if I meet the eligibility requirements, the television network broadcasting the Program (the "Network"), AFN Productions, Inc., CBS Corporation and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, the "Producers") have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a participant; (v) Even if I am selected as a participant, the Producers have no obligation to produce the Program and the Network has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producers have no obligation to award any prize money, (vii) All decisions concerning selection of the participants, the elimination of participants on the Program and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a participant.

By submitting this application, I hereby consent to the recording, use and reuse by the Producers, the Network and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion and exploitation (in any form or media) thereof. 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 any application materials (videos, photos, etc.) that I may have provided in connection with my application for or participation in the Program and any photos and video or recordings of any kind that

Producers will make of me in connection with the Program and my application therefor (collectively, the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to the Producers, and have the complete, unfettered right to grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any way.

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. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Program may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producers and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Los Angeles, California office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s)

and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producer shall have a right to injunctive or other equitable relief as provided for in California Code of Civil Procedure 1281.8 or other relevant laws.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producers. No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the _____ day of _____, 200_

Signature: _____

Name (Please print or type): _____