



## **GAMECASTER, INC. COMPETITOR AGREEMENT**

**NOTE: YOU MUST PROVIDE A FULLY SIGNED COPY OF THIS AGREEMENT TO GAMECASTER, INC. PRIOR TO ENTERING ANY COMPETITION HELD BY GAMECASTER, INC. YOU MUST BE PREPARED TO PRESENT VALID PROOF OF AGE AND PHOTO IDENTIFICATION.**

**COMPETITION TITLE:** "Gamecaster's Battlefield 2142 Invitational Presented by GamePlay HD" including any interview, performance, auditioning process, waiting and preparation period, competition and event relating thereto (the "COMPETITION").

**PRODUCTION COMPANY:** Gamecaster, Inc. ("GAMECASTER")

**COMPETITION CITY:** Los Angeles, CA

### **TERMS AND CONDITIONS**

1. I represent and warrant that I do not have a criminal record or know of any pending criminal charges that may interfere with my ability to participate in the COMPETITION and to travel freely around the world.

2. I further represent that I am not an employee of, or live with an employee of, or am a parent, sibling or child of an employee of, the following entities: GAMECASTER; Jack-in-the-Box; the Judges of the COMPETITION; their respective advertising and promotional agencies; any person or entity connected with the production, administration or judging of the COMPETITION,; and the parent companies, affiliates, subsidiaries, agents or representatives of any of the above entities.

3. I have read and agree to abide by the rules, regulations, terms and conditions (the "Rules") of the COMPETITION as revised from time to time by GAMECASTER and accept the decision of GAMECASTER as final and hereby acknowledge that the interests of the COMPETITION shall override those of any Competitor.

4. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company in respect of my appearance in the COMPETITION, save and except as directed by GAMECASTER.

5. I hereby assign irrevocably to GAMECASTER the entire copyright and all other rights of whatsoever nature in and to my audition and participation in the COMPETITION, including without limitation, my performance, any comments ascribed to me (whether as part of the audition, an interview or "backstage") and any incidental inclusion of my legal name, my professional name, my adopted sobriquet and/or likeness howsoever caused, such that GAMECASTER shall be entitled to use and exploit and license others to use and exploit such contribution, in whole or in part, by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full term of copyright and thereafter insofar as is possible in perpetuity. Furthermore, I irrevocably waive any and all moral rights to the extent that they may be waived, including without limitation, the rights of integrity, attribution and association, to which I am now or

may later become entitled in any part of the world, and grant any additional rights under the *U.S. Copyright Act* (and any amendment or re-enactment thereof) (the "Act") and under all similar or other laws in any part of the world that may create rights in my performance in the COMPETITION, including without limitation any and all personality and privacy rights, to enable GAMECASTER to make fullest use of the COMPETITION without restriction.

6. Without limiting the foregoing in any way, GAMECASTER shall be entitled to:

(a) alter, adapt or make additions to or deletions from the recording or fixation of the COMPETITION (and my performance thereon) at its discretion and I hereby unconditionally and irrevocably waive the benefit of any provision of law known as "moral rights" prevailing now or in the future in any part of the world, to the extent it may be waived;

(b) make and exploit and to authorize the making and exploitation of any recording or fixation of my performance separately from or in conjunction with the COMPETITION throughout the Universe, including but not limited to performance in public and communication to the public by telecommunication or otherwise, in perpetuity in all media whether now known or hereafter invented;

(c) dub my voice in any language; and

(d) include, or choose not to include, my name, likeness, voice, biographical details, photographs of me and recordings of interviews with me separately from or in conjunction with the COMPETITION in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material.

7. I acknowledge that no fees, royalties, residuals or other consideration will be payable to me in respect of any broadcast, subsequent rebroadcast or retransmission or any other use by GAMECASTER (or any assignees or licensees) of the COMPETITION or any part thereof in any manner or media now known or hereafter invented.

8. I agree that GAMECASTER and its representatives shall not be liable to me or my legal representative for any loss or damage or injury to me or my property caused by or suffered during or in connection with my taking part in the COMPETITION, including without limitation, as a result of personal injury, invasion of privacy, libel, defamation or infringement of copyright, whether or not caused by the negligence of GAMECASTER or its representatives.

9. I agree not to disclose to any third party (other than my professional advisors) any Confidential Information relating to the COMPETITION or the affairs of GAMECASTER (or any assigned company) that may come to my knowledge during or in connection with my participation in the COMPETITION. I acknowledge that "Confidential Information" means any information relating to any scoring, statistics, match results or similar information arising out of or relating to the COMPETITION, the contests included in the COMPETITION or the expectations or results of the COMPETITION or such contests. The foregoing does not apply to (i) any Confidential Information which is generally available to the public immediately prior to the time of disclosure, (ii) to the extent any disclosure of Confidential Information is required by applicable law or judicial process or (iii) is made with the prior written consent of GAMECASTER.

10. I agree that GAMECASTER may assign any and all rights in my contribution to and participation in the COMPETITION to any of its subsidiary or associated companies or successors in title and to any other third party.

11. I represent and warrant that I will not infringe any intellectual property rights of any other person, including, without limitation, any rights in trademark, trade dress, copyright, patent, trade secrets, and/or rights of publicity as the result of my participation in the COMPETITION and

further agree to indemnify and hold harmless GAMECASTER and its representatives from any and all claims that may be asserted against GAMECASTER related to any breach or asserted breach by COMPETITOR, of any property rights of any third party or resulting from COMPETITOR'S own willful misconduct or gross negligence.

12. I agree that this Competitor's Release Form ("AGREEMENT") will be governed by and interpreted in accordance with the laws of the State of California, USA. Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the existence, validity, breach or termination thereof, and any dispute as to the rights or obligations of the parties hereto, will be finally settled by compulsory and binding arbitration in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, to the extent consistent, pursuant to the California Code of Civil Procedure, Sections 1280-1294.2). The arbitration proceeding will take place in Los Angeles, California, USA. The arbitration panel will consist of a single arbitrator chosen in accordance with the rules of the AAA. Any arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The prevailing party, as determined by the arbitrator, shall be entitled to reasonable attorneys' fees and the costs of the arbitration (including the arbitrator's fees). Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

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**CONTACT DATA AND SIGNATURE(S)**

Box A - INDIVIDUAL COMPETITOR	Box B - TEAM COMPETITOR*
Full Name: _____	Team Name: _____
Date of Birth: _____	Team Captain: _____
<input type="checkbox"/> Male <input type="checkbox"/> Female	Jurisdiction of formation: _____

\*Each member of a TEAM COMPETITOR must also complete Box A (please use multiple forms)

Street Address: _____	
City: _____	
State/Province: _____	Zip/Postal Code: _____
Phone: _____	Cell Phone: _____
Email: _____	

In consideration for GAMECASTER agreeing to my participation in the COMPETITION, I hereby consent to the filming and recording of such COMPETITION, subject to the terms and conditions herein:

(Sign Here) \_\_\_\_\_ Date: \_\_\_\_\_, 2006

**IMPORTANT- FOR COMPETITORS UNDER 18 YEARS OF AGE**

If you are under the age of 18 years you **MUST** have this form signed below by your parent or legal guardian and their signature must be witnessed by someone 18 years of age or older BEFORE you can enter the COMPETITION.

**PARENT/GUARDIAN CONSENTS TO THE ABOVE-NAMED PERSON PARTICIPATING IN THE COMPETITION UNDER THE TERMS AND CONDITIONS OF THIS RELEASE.**

PARENT/GUARDIAN	WITNESS
(Sign Here) _____	(Sign Here) _____
Printed Name: _____	Printed Name: _____
Relationship to Competitor: _____	Age: _____
Address: _____	
Phone: _____	
Date: _____	