

THE NEXT STAR
REGIONAL AUDITIONS – 2010: PARTICIPANT’S RELEASE FORM

NOTE: TO PARTICIPATE YOU MUST PROVIDE A FULLY SIGNED COPY OF THIS RELEASE FORM TO A REPRESENTATIVE OF THE PRODUCER AT THE AUDITION YOU ATTEND. YOU MUST PRESENT VALID PROOF OF AGE AND PHOTO IDENTIFICATION.

PROGRAM TITLE: “The Next Star” including, without limitation, any interview, performance, auditioning process, waiting and preparation period, competition and event relating thereto (the “Program”).

Name of Production Company: TRICON TELEVISION43 INC. (the “Producer”)

AUDITION CITY: _____

Name: _____
(Please Print First and Last Name)
(the “Participant”)

Date of Birth: ____/____/____
YEAR MONTH DAY

Male: ____ **Female:** ____ **Age:** ____

Home Address: _____

Home City: _____ **Home Province:** _____

Home Phone: _____ **Cell Phone:** _____

Email: _____

I found out about the The Next Star auditions by:

TV Radio Newspaper Website School Other

Please provide details: _____

IMPORTANT- You and your parents or legal guardian MUST read and sign this Release below BEFORE you can audition for the Program.

TERMS AND CONDITIONS

I, as the parent (who is also a legal guardian) or legal guardian of the Participant, do hereby represent, warrant and agree as follows:

1. The Participant will be 15 years of age or younger as of September 1, 2010 and the Participant is a Canadian citizen, permanent resident of Canada or Aboriginal who resides in Canada.

2. To the best of my knowledge, neither I, the Participant, nor anyone I or the Participant live with, is an employee of any of the following entities: the Producer, YTV Canada Inc., Corus Entertainment Inc., or any of their respective subsidiaries, related or parent companies or any sponsors.

3. I have read, understand and agree to abide by the Rules and Procedures (the "Rules") of the Program, attached in "Schedule "A" hereto, as may be revised from time to time by the Producer without prior notice to me, and accept the decisions of the Producer as final. I hereby understand that it will be my responsibility to check "The Next Star" website at: www.thenextstar.ytv.com periodically to determine if the Rules have been revised.

4. While the Participant is participating, in any respect, in the Program, I hereby warrant and represent that neither I nor the Participant has entered, nor will enter, into any contractual, commercial, sponsorship or any other agreement with any person, firm or company that would interfere with the Participant's appearance or participation in the Program, at any time, including, without limitation, the Participant's ability to grant any and all rights required herein by Producer, or as may be required in future agreements between Participant and Producer, or Producer's subsidiaries, affiliates, assignees or licensees.

5. I hereby irrevocably and absolutely assign, transfer and grant to the Producer, its successors and assigns, all rights and interests of every kind and nature in and to results and proceeds of the Participant's participation in the Program, including without limitation the Participant's performance of musical compositions (the "Musical Performance") and any filming or recording of the Participant in relation to the Program, which may include, but shall not be limited to any audition, interview, preparation or backstage footage (collectively the "Taped Segment"), and the Participant's interest therein, including without limitation the copyrights therein and any and all renewals and/or extensions thereof, such that the Producer shall be entitled to use and exploit, and to license others to use and exploit, such rights and interests in whole or in part by all means and in all media and formats whether now known or hereafter invented, in all languages, throughout the universe, for the full term of copyright and thereafter insofar as is possible in perpetuity. I further grant to the Producer any additional rights and interests under the Canadian Copyright Act (and any amendment or re-enactment thereof) and under all similar or other laws, treaties, regulations, and directives in any part of the universe, including without limitation any and all personality and privacy rights, reasonably required by the Producer (in the Producer's sole discretion) to enable the Producer to make full use of the Musical Performance, the Taped Segment, and the Composition (defined below) in relation to the Program, without restriction.

6. I hereby acknowledge and agree that the Taped Segment may include a performance of an original composition written by the Participant (the "Composition"). I hereby irrevocably grant to the Producer, its successors and assigns, on a gratis basis, a non-exclusive irrevocable license to record all or part of the Composition and the performance thereof into the soundtrack, and in timed-relation with the Program, and to reproduce, perform, use and otherwise exploit all or part of the Composition in relation to the Program, including, without limitation, any marketing and advertising of the Program, by all means and in all media and formats, whether now known or hereafter invented, in all languages, throughout the universe, for the full term of copyright and thereafter insofar as is possible in perpetuity. I hereby warrant and represent the Participant owns and controls all rights and interests of any kind and nature in and to the Composition.

7. I hereby irrevocably waive on behalf of the Participant, any and all moral rights, to the extent that they may be waived, to which the Participant may be entitled to, now or at any time in the future, in any part of the universe in relation to the Participant's participation in the Program, including without limitation in relation to the Musical Performance, the Taped Segment, and the Composition. For clarity, without limiting the foregoing in any way, the Producer shall be entitled to now or at any time in the future alter, adapt or make additions to or deletions from the Program, including without limitation with respect to the Musical Performance, the Taped Segment, and the Composition.

8. I warrant and represent that, to the best of my knowledge, the Musical Performance, the Taped Segment, and the Composition, and the exercise of rights hereunder by the Producer, its successors and assigns, shall not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including, without limitation, contractual rights, copyrights, and rights of privacy.

9. I hereby grant to the Producer, its successors and assigns, the right to use and to authorize others to use the name, photos, likenesses, voice, and biographical details of the Participant in relation to the Program by all means and in all media and formats whether now known or hereafter invented, in all languages, throughout the universe and in perpetuity, including without limitation for the purpose of advertising, promoting and marketing the Program.

10. I understand and acknowledge that neither the Producer, nor the Producer's affiliates, successors, assigns, or licensees shall be required to make any payments of any nature for or in connection with the Participant's in the Program and the acquisition, exercise or exploitation of any rights granted to the Producer, or the Producer's affiliates, successors, assigns or licensees hereunder, except as specifically provided in this Release.

11. I expressly Release from any liability the Producer, its affiliated and related companies, its directors, officers, employees, agents, successors, licensees, distributors and assigns from and against any and all claims which I, my legal representatives, the Participant, or the Participant's legal representatives may have now or in future for invasion of privacy, libel, defamation, infringement of copyright, personal injury or any other cause of action arising out of the use by Producer of the Taped Segment, the Musical Performance, or the Composition in relation to the Program, and, without limitation, the promotion, marketing and advertising of the Program. This is an absolute

Release of liability of any loss, damage, injury, or other claim caused or suffered during or in connection with the Program.

12. I shall indemnify the Producer, its directors, officers, employees, agents, successors, licensees, distributors and assigns against all claims, actions, damages and costs (including reasonable legal fees) arising directly or indirectly from a breach or claim of breach of any of my or the Participant's representations, warranties and covenants set out in this Release.

13. I agree that neither I, nor the Participant, shall disclose to any third party (other than the Participant's professional advisors) any information relating to the Program or the affairs of the Producer (or any succeeding company or assigned company) that may come to my knowledge or the Participant's knowledge during or in connection with the Participant's participation in the Program.

14. I hereby acknowledge and agree the Producer may assign in whole or in part this Release, the terms of agreement herein, the services of the Participant, and all other rights and interests in the Participant's contribution to and participation in the Program, to any of its subsidiaries, associated companies, successors in title, and to any other third party in the Producer's sole discretion. I hereby acknowledge and agree that neither I nor the Participant have any right to assign this Release.

15. The Participant is not currently a member of ACTRA, UDA, Equity, SAG, AFTRA or any other performing arts union or guild. If the Participant, or has ever been, a member of any performing arts union or guild, I agree that the Participant's participation in relation to the Program, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle the Participant to any wages or salary or other similar compensation. List below any performing arts union and/or guild memberships.

Performing Arts Union/Guild Date(s) of Membership

- 1.
- 2.
- 3.

16. I understand and agree that the Participant and I shall be bound by the terms of this Release, which shall also be binding upon our respective heirs, executors, legal and personal representatives, and assigns.

17. I understand the terms and conditions contained in this Release and I acknowledge that I am signing this Release willingly and not under duress. I acknowledge that I have had ample time and opportunity to have this Release reviewed by independent legal counsel. Consequently, if I have chosen not to have this Release reviewed by independent legal counsel, I hereby waive my right to do so and further waive any claim in relation to an alleged lack of knowledge or understanding of the provisions contained herein.

18. The Courts of Ontario shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this Release which shall be interpreted according to the laws of Ontario and the laws of Canada applicable therein, without regards to any conflict of laws.

19. My or the Participant's sole remedy for any breach or alleged breach of any agreement herein by the Producer shall be limited to the right, if any, to recover money damages in an action at law, and neither I nor the Participant will have any right by reason of any such breach or alleged breach to rescind this Release or to any equitable or injunctive relief.

20. The Producer hereby agrees that all personal information of the Participant (including address, phone number, fax numbers and email) shall be kept confidential and is strictly for use by the Producer and the Producer's affiliates, subsidiaries, assignees and licensees. The Participant's personal information will not be disseminated or sold for any commercial purpose.

21. This Release contains the entire agreement of the parties and supersedes all prior representations, negotiations and agreements and may not be amended except by a written document signed by both parties. The Participant and I shall execute and deliver all documents, including, without limitation, any consents, licenses, waivers or assignments, and take all action reasonably required by the Producer to give full effect to the provisions of this Release.

PARENT/GUARDIAN DECLARES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS RELEASE AND BASED ON HIS/HER UNDERSTANDING AND AGREEMENT WITH THE TERMS AND CONDITIONS, HEREBY CONSENTS TO THE ABOVE AND BELOW NAMED MINOR PERSON PARTICIPATING IN THE PROGRAM UNDER THE TERMS AND CONDITIONS OF THIS RELEASE.

Signed By: _____
(Parent/Legal Guardian)

Relationship to Competitor: _____

Name: _____
(Please Print First and Last Name)

Date: _____

In consideration for the Producer agreeing to give me an opportunity to participate in the production of the Program, I consent to being filmed and recorded in relation to the Program. I understand that my image, likeness, voice and my performance of musical compositions, which may include the performance of a musical composition I have written, are being filmed and

recorded by the Producer for use in the Program. I agree to be subject to the Rules and Procedures attached to this Release form, as may be amended from time to time:

Signed By: _____
(Participant)

Name of Participant: _____
(Please Print First and Last Name)

Date: _____

The Next Star
Rules and Procedures
Updated February 15, 2010

1. Eligibility requirements for “The Next Star” (Season 3) (the “Program”)

Participants

1.1 “The Next Star” is designed to showcase and judge the talent of Canadians with roughly the same level of experience and maturity. Therefore, only Canadian citizens, Canadian permanent residents and Aboriginals resident in Canada, aged 15 or younger on September 1st, 2010 will be eligible to participate in the Program (“Participants”). **All individuals wishing to be Participants in “The Next Star” must bring at least one valid identification containing proof of age and a photo (such as an government-issued health card, a passport, or a valid photo Student I.D. together with a birth certificate) to the Regional Auditions.**

1.2 **It is a condition of entry and participation in the Competition that the Participant has not entered, and shall not enter during his or her participation in the Program, into any contractual, commercial, sponsorship or other any other agreements that would prohibit his or her participation in the Program and/or his or her or ability to grant any and all necessary rights to Producer, Producer’s affiliates, assignees, or licensees, as required, including but not limited to, the recording and exploitation of any songs captured or recorded as part of his or her participation in the Program, or an ancillary property thereto, and/or any rights to his or her name, image or likeness related to marketing, merchandising or sponsorship of the Program.**

1.3 Employees (and relatives of employees) of Tricon Television⁴³ Inc. (the “Producer”) Tricon Films and Television Inc., YTV Canada Inc., Corus Entertainment Inc. and sponsors of the Program (and all related and affiliated companies) are not eligible to participate in the Program, nor are individuals (or relatives of individuals) who are connected in any way with the production or the administration of the Program or the judging of the auditions.

1.4 Participants **MUST NOT** be a previous semi-finalist of “The Next Star” (either a TOP 12 Contestant in Season 1 or a Top 16 Contestant in Season 2). Participants who are past semi-finalists of the Program are not eligible to audition for this season or any future seasons.

1.5 Participants must **download the Participant's Release Form** from the website and have a parent or legal guardian review, approve and sign the Participant’s Release Form before attending the Regional Auditions (unless the parent/legal guardian accompanies the Participant to the Regional Audition, in which case the parent or legal guardian can sign the Participant’s Release Form at the audition). **Participants who do not have a valid parent/legal guardian signature on the Participant's Release Form will not be permitted to audition.**

1.6 Participants should not wear any clothing bearing designer logos, sports logos, or bearing the name, image or likeness of an animated character or celebrity(living or dead), to any of the auditions.

IMPORTANT NOTE: Anyone found to be in possession of weapons, alcohol or non-prescription drugs at any time before, during or after the auditions or at any other time during any activity relating to the Program will be immediately declared ineligible to participate or have any further involvement in the Program and will be escorted off the applicable premises.

2. Regional Auditions

2.1 Regional Auditions will be open to eligible Participants who attend auditions expected to take place in **St. John's, Montreal, Toronto, Saskatoon, Vancouver and Edmonton**. Each Regional Audition is scheduled for a limited amount of time, so some individuals who want to audition may not get a chance. **Participants should arrive before 9:00 a.m. on the audition date to be guaranteed a chance to audition.** The dates and locations of the Regional Auditions for each city will be listed on the Program website at: www.thenextstar.ytv.com. **An ADULT (someone at least 18 years of age), must accompany each Participant to the auditions.**

2.2 Selected Participants will be invited to perform the whole or part of a song in front of designated representatives of the Producer following which they will be told whether they have been called back to perform in front of the Judges or other designated representatives of the Producer. **This decision will be made by Producer at its absolute discretion.** Participants should be prepared to sing **two songs (one song of your choice and one song from the Producer's Eligible Song List available at: www.thenextstar.ytv.com).** Participants who wish to audition with musical accompaniment **MUST** bring and play their own instrument. No musical accompaniment will be provided by any third party.

2.3 Participants may be invited to perform again in front of the Judges as part of the Regional Auditions in that city in order to compete for spots in the TOP 16 of the Competition.

2.4 The Producer may also choose to hold additional open auditions, including, without limitation, online auditions, following the Regional Auditions.

2.5 The Producer will notify Participants who have been chosen to go through to the Top 16 of the Competition as soon as reasonably practicable after all the Regional Auditions across the country have been completed. **The Producer will not be obliged to notify Participants not chosen to participate in the TOP 16.**

3. The Top 16

3.1 The Top 16 will be invited to participate in the next segment of the Program currently scheduled to be held in Toronto in from June 27th through to June 30th , 2010 (dates and location may be amended from time to time). Transportation and accommodation will be organized and provided by the Producer. All Top 16 Participants who are required to have a parent or legal guardian accompany them to Toronto and remain with them in Toronto throughout the duration of their participation in the Program. For further information, please see "What Happens If I Make It To the Top 16" which can be found at www.thenextstar.ytv.com. **The Top 16 will be required submit an**

additional Release Form for the Top 16 (the "Top 16 Release Form") signed by their parent or legal guardian prior to the Top 16 Episode.

3.2 Top 16 Participants will be invited to perform a pre-selected song chosen by Producer for Top 16 Participants to perform individually and/or in a group, to be determined by Producer. Participants may be asked to perform individually the whole or part of a song of the Participant's own choice.

3.3 Following the completion of the Top 16 episode, Participants selected by judges to be one of the Final 6 Participants will be contacted by the Producer and will have a chance to appear in the Final 10 episodes of the Program. Judges will announce those selected to be in the Final Six during the taping of the Top 16 episode.

4. The Final Six

4.1 Participants chosen to be one of the Final Six will be featured in the Final 8 episodes of the Program. The Final Six will be trained by music industry professionals in and around Toronto during July and August 2010. Transportation and accommodations will be arranged and provided by the Producer for the Participant and the Participant's parent or legal guardian, who must remain with the Participant in Toronto for the duration of the filming of the Program. Final Six Participants will be required to participate in various challenges and filming commitments in and around Toronto as determined by the Producer its sole discretion. The Final Six may be required to submit a further Release Form for the Final Six (the "Final Six Release Form") signed by their parent or legal guardian prior to their participation in the Final 8 episodes.

5. The Finale

5.1 It is anticipated that the live recording of the Finale will take place in September, 2010. The winner of The Next Star will be selected by a public vote leading up to, but not including, a live recorded performance.

6. General Rules

6.1 Without prior notice to any of the Participants, the Producer reserves the right to change the structure, schedule or any other aspect of the Program at any time including, without limitation, adding or deleting auditions, Program segments, performances or any other part of the Program. Participants' contribution to the Program may include additional activities relating to the Program, including without limitation, web-casts, pod-casts, blogs, video diaries, chat rooms, SMS chats, as well as various interviews, appearances, promotional, publicity, sponsorship and merchandising activities in any and all media as requested by Producer.

6.2 Each Participant selected to participate in the Top 16 episode must also agree to restrictions on their ability to appear on television and other entertainment media as well as read, approve and sign the Release Form for the Top 16 Episode. Any Participant who fails to sign the Release Form for the Top 16 episode, and, if requested, a Release Form for the Final Six, including any ancillary agreements thereto, prior to commencement of recording of the Final 16 episode or the Final Six episodes respectively, may be disqualified.

6.3 Participants must not, at any stage of the Program, discuss or solicit advice from any or all of the Judges on any matters relating to their participation in the Program including, without limitation, their performance, appearance or choice of song, except during recorded auditions, sessions, performances, or as determined by the Producer in its sole discretion.

6.4 The Producer's and Judges' decisions (or, where appropriate, the decision of the voting public, as recorded by the voting service provider) are FINAL. Where the integrity of the public voting system is compromised or the public voting system is otherwise not functioning, as determined by the Producer in its sole discretion, the Producer reserves the right to make all final decisions.

6.5 At all times, the Producer reserves the right of veto over the choice of song, even where Participants are permitted to select the song they wish to perform.

6.6 The Producer has the right at any time to require additional proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification. All personal details and information requested by and supplied to the Producer by each Participant must be truthful, accurate and in no way misleading. The Producer reserves the right to disqualify any Participant from any process in its sole discretion should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information, or should the Participant be ineligible to continue as a Participant.

6.7 The Producer will have no obligation or liability whatsoever to a Participant who is unable to attend or take part in any part of the Program, for whatever reason, or who is removed from the Program as determined by the Producer in its sole discretion.

6.8 The Producer reserves the right to amend these Rules and Procedures or terminate any aspect of the Program or the Program itself without any notice or liability to any and all Participants. The Producer further reserves the right to replace, at its discretion, any Participant who for any reason fails, or is disqualified from, or unable to participate in any aspect of the Program as determined by the Producer in its sole discretion, with another replacement Participant, notwithstanding that such replacement Participant may have been previously eliminated.

6.9 There is no obligation on the part of the Producer to record or broadcast any Program in which a Participant has appeared or any part of his/her contribution to a Program.

6.10 At all times the Participant must behave appropriately when taking part in the Program and observe the Rules and Procedures and any other rules or regulations in force at the studios and/or locations. The Producer reserves the right in its absolute discretion to remove from premises or location any Participant who breaks such rules and/or fails to behave appropriately and to disqualify such Participant.

6.11 In the event that as a result of the public vote in any round, two (or more) Participants are tied, the Producer shall be entitled to determine, in its absolute discretion, which Participant is eliminated and/or which Participant goes through to the next round (as appropriate). Furthermore, for this purpose, Producer shall be entitled to

make such arrangements or request such further performances from the Participants as it, in its absolute discretion, deems necessary.

6.12 All Participants and their parents or legal guardians understand and agree that the Producer owns the copyright in and Producer and its licensees and assigns can use, advertise, exploit and distribute, in any media whatsoever, including without limitation, the Internet, now known or hereafter created, worldwide in perpetuity, the Participant's audition(s), performances and appearances, the Participant's comments and the Participant's name, likeness, image or voice without any further consent or compensation of any nature or kind. Further, all individuals who attend at the Regional Auditions, who do not become Participants (including family, friends or any other individual accompanying a participant) ("Other Individuals"), agree that the Producer and its affiliates, assignees, and licenses can use, exploit and distribute in any media whatsoever, including without limitation, the Internet, now known or hereafter created, worldwide in perpetuity, the individual's comments and name, biography, likeness, image or voice without any further consent or compensation of any nature or kind. All Participants through their parent and/or legal guardian agree to irrevocably waive any and all copyright interest, of any nature or kind, they may have in their comments, audition(s), performances and appearances, including without limitation any moral rights in the foregoing.

6.13 In the event of any dispute concerning the operation of any element of the Program or these Rules and Procedures, the decision of the Producer will be final.

6.14 These Rules and Procedures are additional to and do not supersede any and all Release Forms signed by the Participant and in the event of any conflict between any Release Form and these Rules and Procedures, the Release Form will prevail.