



**HOWARD STERN SHOW "I WANT TO BE HOWARD STERN" CONTEST
PRE-ENTRY AFFIDAVIT OF ELIGIBILITY, PUBLICITY, ASSIGNMENT, RELEASE OF
LIABILITY & AGREEMENT**

By submitting the recording enclosed herewith (the "Recording") in connection with the above-referenced contest (the "**Promotion**") and by signing this entry form and agreement:

I am _____ years of age. I am a legal resident of the contiguous United States or the District of Columbia, and I reside at

_____. [include city, state, and zip code]. My phone numbers are: Home: (____) _____ Day: (____) _____.

Eligibility:

I am submitting this Affidavit to the Sponsor of the "I Want To Be Howard Stern" Contest with the understanding that it will be relied upon to determine my eligibility to enter and to win the Promotion. I acknowledge that I have not been awarded any prize in the Promotion and I understand that I may not be a winner and that the decisions of Sponsor and the Judges, are final, binding and conclusive on all matters relating to the Promotion.

I understand that the approximate retail value of the prize I may win, as Grand Prize winner, is \$5,000 (the "**Prize**"). As provided in the Official Rules of the Promotion, I hereby agree to be responsible for all federal, state and local taxes on the Prize and understand that I will be receiving an IRS tax form 1099 for its actual value.

I affirm and represent that I have read and complied with all the rules of the Promotion and that I have committed no fraud or deception in entering the Promotion and/or in claiming any prize. I further represent and warrant to Sponsor

I affirm and represent that as of the date I entered this Promotion I was 21 years of age, and was not at that time and am still not as of the date of this Affidavit, an employee of Sponsor, iN DEMAND, LLC, 112 Inc., The Howard Stern Show and Howard Stern Channels (collectively, "**HS Entities**") or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees of Conopco, Inc., d/b/a Unilever or a member of their immediate families (e.g., spouses, parents, children, siblings, grandparents) or household (i.e., people who share the same residence at least 3 months a year (whether related or not), and am not domiciled with any of the above.

I affirm and represent (i) that my contest Entry submission is, and, if applicable, the rest of My Shows and Appearance (each as defined below) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; (ii) that my Entry submission is and, if applicable, the rest of My Shows and Appearance will not infringe any third party's contractual rights (including non-competition agreements), and (iii) if chosen as a

Initial Here



Potential Finalist, I will be willing, and try to be able, to travel to New York, New York on the dates Sponsor needs me to be present for the final round of competition.

I affirm and represent that I have read, understood, and have complied in every respect with the Official Rules of the Promotion. In signing this Affidavit, if I meet all eligibility requirements and am declared the winner, I hereby accept the prize. If any statement made by me in this Affidavit is false, then, in addition to any other remedies that may be taken against me, I agree to return to the Sponsor any prize awarded to me.

Publicity:

I understand that, unless otherwise prohibited by law,

- (1) SIRIUS and the HS Entities and each of their respective subsidiaries and affiliates, and advertising and promotional agencies, and anyone duly authorized by any of them, will have the right to use my original Entry radio demo submission on the radio and television for entertainment purposes, in whole or in part, without further compensation or permission.
- (2) If selected as a Potential Finalist or Winner, I grant to Sponsor and the HS Entities my express permission to use in perpetuity my Entry radio demo, performances in the CONTESTANT SHOW, and WINNER SHOW, in whole or in part, my name, identity, description of prize won, hometown photograph, likeness, biographical information, and/or taped appearance, performance or interview with me in any and all media, whether now known or hereafter devised, including on the radio and on television, anywhere in the world in perpetuity for purposes of advertising or trade in advertising, promoting, and publicizing SIRIUS and the HS Entities and their products and services (including without limitation, the Promotion and similar promotions),
- (3) I hereby grant to SIRIUS, the HS Entities, and their agents and assigns, without limitation, all of the above rights without further compensation or permission.
- (4) I agree that I shall have no right of approval, no claim to compensation, and no claim (including without limitation, claims based on invasion of privacy, defamation, right of publicity, or tort) arising out of any use, editing, alteration, over-dubbing, blurring, distortion, and the like of my Entry radio demo, Contestant Show or Winner Show, or arising out of any use alteration, illusory effect, or use in composite form of my name, address (city and state), picture, photograph, likeness, and biographical information.

Assignment:

I understand and agree that Sponsor and, or the HS Entities shall own the copyrights and other intellectual property rights relating to the Programming (defined below), My Shows (defined below), and my Appearance (defined below), including the name of the Programming, in any and all present and future media.

I hereby grant to Sponsor and the HS Entities and all of their respective licensees, agents, employees, directors, affiliates, successors and assigns the perpetual, worldwide, non-exclusive, royalty-free right and license to use and exploit:

Initial Here



(1) my Entry radio demo, the Contestant Show and the Winner Show, if applicable (each, in whole or in part) and any other shows that the Sponsor or HS Entities might invite me to participate in as a result of having been involved in the Promotion (“**My Shows**”),

(2) to the extent applicable, if at all, any transcripts, audio, video, photographs and other recordings of my appearance on the “The Howard Stern Show” (the “**Programming**”) in connection with this Promotion, whether made and/or recorded inside or outside of the studio, as such may be renamed, edited and/or re-recorded (collectively, an “**Appearance**”) and

(3) my name, likeness and voice, portrait, statements (written and/or oral) and biographical information (collectively, my “**Information**”), each of the foregoing rights in connection with (i) My Shows, my Appearance, the Programming, the Promotion and the publicity, promotion and marketing of each of the foregoing, other HS Entities’-related programming and The Howard Stern Channels, whether alone and/or in conjunction with other materials, in any and all media (including without limitation, direct exhibition, satellite radio, satellite and cable television, mobile phones, the internet (streaming and/or archiving for download), pay-per-view broadcasts, DVDs and other home video media, recordings for commercial sale and distribution, publishing, physical and electronic newsletters, other e-mails and physical mailings, as “B-roll” material in connection with media and news coverage, as a tie-in with other products and the promotion and marketing thereof, and in any other capacity); and (ii) Sponsor- and/or HS Entities and/or Howard Stern-related advertising, marketing and promotional materials, including product packaging, channel guides, circulars and point of sale materials, whether such materials are produced by Sponsor or a third party on Sponsor’s behalf.

Sponsor and the HS Entities may re-run previously aired episodes of the Programming and/or edit previously aired episodes My Shows and the Programming to create "best of" shows.

I hereby assign to Sponsor and the HS Entities and their respective licensees, agents, employees, directors, affiliates, successors and assigns whatever rights or interest I may have in My Shows, my Appearance and the use of my Information in connection therewith, including without limitation, any rights that I may have to any proceeds arising out of the production, sale, distribution or other uses of My Shows and/or my Appearance as part of the iN Demand Programs or programs of Other HS Entity Parties.

I hereby grant to Sponsor and the HS Entities, their licensees, agents, employees, directors, affiliates, successors and assigns (collectively, “**Other HS Entity Parties**”), the perpetual, royalty-free right to use and exploit any recorded synchronized audio and video of My Shows, my Appearance and my Information in connection with either of the foregoing, each whether alone and/or in conjunction with other materials, as part of its television programming and promotion thereof by Sponsor, the HS Entities, and the Other HS Entity Parties (the “**iN Demand Programs**”).

I understand and agree that My Shows, my Appearance and my Information may appear in Programming, video and other products of an adult nature, which may contain the use of vulgar language, embarrassing situations and/or nudity. I hereby acknowledge my permission for the use of my Appearance and my Information in connection therewith.

I hereby waive all moral rights associated with Sponsor’s use and promotion of My Shows, the Programming, and my Appearance.

Initial Here



For any Appearance by me, (a) I hereby consent to a search of my person and any bags, belongings or clothing in my possession while on the Sponsor's premises or any other location of The Howard Stern Show and (b) I agree to abide by all policies and procedures of Sponsor and the HS Entities as communicated to me by its representatives and to follow and directions given to me by representatives of the HS Entities and Sponsor while on the Sponsor's premises or any other location of The Howard Stern Show.

Release of Liability:

In consideration for the opportunity to participate in the Promotion, and receiving the Prize, if I am chosen as the Grand Prize Winner, I hereby agree, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), to release, and defend, indemnify, and hold harmless the Sponsor and HS Entities, those working on their behalf, and all other businesses involved in the Promotion, as well as each of their respective employees, officers, directors, shareholders, agents and representatives, licensees, affiliates, successors and assigns ("**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, costs and expenses (including without limitation legal costs and expenses), contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, of any nature, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, including without limitation, relating to copyright and/or other intellectual property rights, rights of publicity, invasion of privacy, defamation, libel, slander and other personal and property rights, which I or any member of my family have, incur or thereafter may have or incur against any of them (collectively, "**Claims**") which may in any way arise out of or relate to my participation in this Promotion, the operation of the Promotion, my travel and that of my guest in connection with the Promotion, the presence in-studio and on Sponsor premises of my invited guests, My Shows, my Appearance, my Information, any of my acts or statements and the use or exploitation of any of the foregoing in any media for any purpose whatsoever, any taxes in connection with my participation in the Promotion or my receipt of the Prize, any acts, omissions, or the awarding, acceptance and use or misuse of a prize. I agree not to bring or participate in any such Claim against the Released Parties. If I am a Potential Finalist or winner of the Promotion, I will be solely responsible for obtaining and paying for any life, travel, accident, property or other insurance, if necessary.

Agreement:

I hereby agree as follows:

- (a) not to read any paid or promotional announcements on my Entry radio demo;
- (b) not to incorporate any on-air guest talent in my Entry radio demo who is not at least 21 years of age;
- (c) that I am not bound or governed by any contract or agreement the terms of which would prohibit me from performing or appearing as a host for the HS Entities or do anything required of me in My Shows, the Programming, the Appearance or by the HS Entities;
- (d) that I will not, in perpetuity, without the written consent of Sponsor or the HS Entities, participate in any interview for publication or broadcast in any media regarding Sponsor or the HS Entities or any of their businesses or prospects, except for incidental references for personal promotion;

If chosen as a Potential Finalist, I agree:

- (e) to submit an outline of My Shows to the HS Entities for prior review and approval;



(f) that any special requests for My Shows will not require the HS Entities to incur any additional production expense and that all such expenses shall be my sole responsibility;

(g) to read scripts provided by the Sponsor containing paid or unpaid promotional announcements on My Shows;

(h) not to read any paid or promotional announcements on My Shows which were not supplied to me by Sponsor or the HS Entities;

(i) to adhere to FCC guidelines and standard programming format, as instructed by the HS Entities before and during My Shows;

(j) that in-studio guests and talent may be screened by the HS Entities and refused entry, in their sole discretion;

(k) I have no right to publicize the name, trademark, service mark or related marks or identity of Howard Stern or the HS Entities, or my Potential Finalist status, whatsoever; and then

(l) as a winner, if applicable, I have no right to publicize the name, trademark, service mark or related marks or identity of Howard Stern or the HS Entities, or my winner status, without the prior written consent of the Sponsor and HS Entities.

I hereby represent that (a) I am at least 21 years of age; (b) no person(s) other than the undersigned individual(s) contributed to, appears on or has any interest in My Shows; (c) I have read, understand and accept this Affidavit as an agreement and the official rules of the Promotion (the "Official Rules"); and (d) I intend this agreement and the Official Rules to each be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

I understand that I must complete, sign, have witnessed, and return this Affidavit together with my Entry, in the same package, by the end of the Entry Period, and that if I fail to do so, my entry may be disqualified.

ACCEPTED AND AGREED:

Signature of Contestant #1 (*Submitting Contestant*) Print Legal Name

Date

Two witnesses to Contestant Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____



Each additional Participating Performer shall have execute as well and have two "Witnessed Signatures." All pages must be combined with Contestant's Affidavit, and be returned together with the Promotion Entry, in the same package, by the end of the Entry Period.

As a Participating Performer in the Entry radio demo,

- I affirm and represent that as of the date I signed this Affidavit I am 21 years of age;
- I affirm and represent that my performance in the contest Entry submission is, and, if applicable, the rest of my performances in the shows and appearance in the Entry radio demo of the main Contestant, (i) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; and (ii) will not infringe any third party's contractual rights (including non-competition agreements);
- I affirm and represent that I agree with all of the statements in "Publicity," "Assignment," "Release of Liability," and "Agreements" above, as they may apply to me and to my performance in the contest Entry submission; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

Signature of Participating Performer #1

Print Legal Name

Date

Two witnesses to Performer Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____



Each additional Participating Performer shall have execute as well and have two "Witnessed Signatures." All pages must be combined with Contestant's Affidavit, and be returned together with the Promotion Entry, in the same package, by the end of the Entry Period.

As a Participating Performer in the Entry radio demo,

- I affirm and represent that as of the date I signed this Affidavit I am 21 years of age;
- I affirm and represent that my performance in the contest Entry submission is, and, if applicable, the rest of my performances in the shows and appearance in the Entry radio demo of the main Contestant, (i) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; and (ii) will not infringe any third party's contractual rights (including non-competition agreements);
- I affirm and represent that I agree with all of the statements in "Publicity," "Assignment," "Release of Liability," and "Agreements" above, as they may apply to me and to my performance in the contest Entry submission; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

Signature of Participating Performer #2

Print Legal Name

Date

Two witnesses to Performer Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____



Each additional Participating Performer shall have execute as well and have two "Witnessed Signatures." All pages must be combined with Contestant's Affidavit, and be returned together with the Promotion Entry, in the same package, by the end of the Entry Period.

As a Participating Performer in the Entry radio demo,

- I affirm and represent that as of the date I signed this Affidavit I am 21 years of age;
- I affirm and represent that my performance in the contest Entry submission is, and, if applicable, the rest of my performances in the shows and appearance in the Entry radio demo of the main Contestant, (i) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; and (ii) will not infringe any third party's contractual rights (including non-competition agreements);
- I affirm and represent that I agree with all of the statements in "Publicity," "Assignment," "Release of Liability," and "Agreements" above, as they may apply to me and to my performance in the contest Entry submission; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

Signature of Participating Performer #3

Print Legal Name

Date

Two witnesses to Performer Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____



Each additional Participating Performer shall have execute as well and have two "Witnessed Signatures." All pages must be combined with Contestant's Affidavit, and be returned together with the Promotion Entry, in the same package, by the end of the Entry Period.

As a Participating Performer in the Entry radio demo,

- I affirm and represent that as of the date I signed this Affidavit I am 21 years of age;
- I affirm and represent that my performance in the contest Entry submission is, and, if applicable, the rest of my performances in the shows and appearance in the Entry radio demo of the main Contestant, (i) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; and (ii) will not infringe any third party's contractual rights (including non-competition agreements);
- I affirm and represent that I agree with all of the statements in "Publicity," "Assignment," "Release of Liability," and "Agreements" above, as they may apply to me and to my performance in the contest Entry submission; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

Signature of Participating Performer #4

Print Legal Name

Date

Two witnesses to Performer Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____



Each additional Participating Performer shall have execute as well and have two "Witnessed Signatures." All pages must be combined with Contestant's Affidavit, and be returned together with the Promotion Entry, in the same package, by the end of the Entry Period.

As a Participating Performer in the Entry radio demo,

- I affirm and represent that as of the date I signed this Affidavit I am 21 years of age;
- I affirm and represent that my performance in the contest Entry submission is, and, if applicable, the rest of my performances in the shows and appearance in the Entry radio demo of the main Contestant, (i) will be, original work, not misappropriated, not infringe any third party's copyright, patent, trademark, or trade secret, or violate any third party's right of privacy, or entail libel or defamation; and (ii) will not infringe any third party's contractual rights (including non-competition agreements);
- I affirm and represent that I agree with all of the statements in "Publicity," "Assignment," "Release of Liability," and "Agreements" above, as they may apply to me and to my performance in the contest Entry submission; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns.

Signature of Participating Performer #5

Print Legal Name

Date

Two witnesses to Performer Agreement Required:

All witness information will be kept confidential by Sponsor and used for no other purpose:

Witness #1:

Witness #2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Address: _____

Print Address: _____

Phone Number: _____

Phone Number: _____

[attach additional pages for additional performers as necessary]