



THE JAY THOMAS HOMEGROWN SONG CONTEST
PRE-ENTRY AFFIDAVIT OF ELIGIBILITY, PUBLICITY, ASSIGNMENT, RELEASE
OF LIABILITY & AGREEMENT
("AFFIDAVIT")

By submitting the Recording enclosed herewith (the "Recording") in connection with the above-referenced contest (the "Contest") 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: (____) _____.

[Complete only if applicable:]

We are known as "BAND _____" (the "Band") and I represent that I am the lead Contestant or Participant for the Entry Recording. Herein, all references to me in the singular shall be read to be myself on behalf of my Band. Each minor or child on the Team, anyone under age 18 (each, a "Minor"), who is a contributor to, or audible on, the Recording submitted with Entry (along with Contestant, each a "Participant") must have a parent or legal guardian sign a duplicate copy of certain pages of this Affidavit on behalf of the Minor. (See attached.)

Eligibility:

I am submitting this Affidavit to the Sponsor of The Jay Thomas Homegrown Song Contest with the understanding that it will be relied upon to determine my eligibility to enter and to win the Contest, including on behalf of my Band. I acknowledge that I have not been awarded any prize in the Contest 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 Contest.

I understand that the approximate retail value of the prize I may win, as Grand Prize winner, is \$500 in the form of a company check and the chance to have my song aired on The Jay Thomas Show on Sirius XM Stars Too (the "Prize"). As provided in the Official Rules of the Contest, I acknowledge that the Prize will have no verifiable retail value.

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

I affirm and represent that as of the date I entered this Contest I was at least 18 years of age, and was not at that time and am still not as of the date of this Affidavit, an employee of Sponsor or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, 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 Recording (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 Recording will not infringe any third party's contractual rights (including non-competition agreements), and (iii) if chosen as a Winner, I will be responsible for all taxes on the prize.

I affirm and represent that I have read, understood, and have complied in every respect with the Official Rules of the Contest. In signing this Affidavit, if I meet all eligibility requirements and am declared the winner, I hereby accept the prize, and, if applicable, on behalf of my Band. 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) **Sponsor** 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 Recording submission on the radio or television for entertainment purposes, in whole or in part, without further compensation or permission;
- (2) **JayThomas.com** and its shareholders, subsidiaries and affiliates, and advertising and promotional agencies, and anyone duly authorized by any of them, (A) will have the right to use my original Entry Recording submission on JayThomas.com for entertainment purposes, in whole or in part, without further compensation or permission, and (B) I hereby grant my express permission to use in perpetuity, in whole or in part, in connection with my Entry Recording on JayThomas.com, my name, identity, description of prize won, hometown photograph, likeness, biographical information, and/or taped appearance, performance or interview with me;
- (3) If selected as a Winner, I acknowledge that Sponsor, as owner of my Entry Recording, has the rights to use my Entry Recording as Sponsor sees fit, but I hereby grant my express permission to use in perpetuity, in whole or in part, in connection with my Entry Recording, 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 Sponsor websites, radio and on television, anywhere in the world in perpetuity for purposes of advertising or trade in advertising, promoting, and publicizing the Sponsor and their products and services (including without limitation, the Contest and similar promotions);
- (4) If selected as a Winner, I will not, in perpetuity, without the written consent of Sponsor, participate in any interview for publication or broadcast in any media regarding Sponsor or any of their businesses or prospects, regarding this Contest, except for incidental references for personal promotion;
- (5) If selected as a Winner, I agree I have no right to publicize the name, trademark, service mark or related marks or identity of Jay Thomas, or the Sirius XM Stars Too Channel, or my winner status, without the prior written consent of the Sponsor;

- (6) I hereby grant to Sponsor and JayThomas.com, as applicable, and their agents and assigns, without limitation, all of the above rights without further compensation or permission; and
- (7) 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 Recording, or the ultimate re-production of my winning Entry Recording for the “Jay Thomas Show” or arising out of any use alteration, illusory effect, or use in composite form of my Entry Recording, name, address (city and state), picture, photograph, likeness, and biographical information.

Assignment:

I understand and agree that all rights, title and interest, including the copyright in and to the Entry Recording and all elements thereof and intellectual property rights therein will automatically be assigned to Sponsor upon submission of the Entry Recording, that Sponsor shall own the copyrights and other intellectual property rights relating to my Entry Recording, including the rights to make derivative works, and the Programming (defined below), in any and all present and future media. I understand that my signature on this Affidavit shall effect the assignment.

I understand and agree that by the nature of ownership I grant to Sponsor, Sponsor may re-produce my winning Entry Recording to create a version to be used for “The Jay Thomas Show” and Sponsor websites and that my winning Entry Recording is subject to alteration, editing, re-production as to content.

I understand and agree that Sponsor, Sponsor websites and all of their respective licensees (including JayThomas.com), agents, employees, directors, affiliates, successors and assigns, shall have the perpetual, worldwide, exclusive, royalty-free right to use and exploit:

- (1) my audio compact disc recording of a song demo which is no longer than four minutes in duration, submitted with my Entry to the Contest (the “**Recording**”);
- (2) to the extent applicable, if at all, any transcripts, audio, video, photographs and other recordings of my appearance on the “Jay Thomas Show” on the Sirius XM Stars Too Channel (the “**Programming**”) and Sponsor websites in connection with this Contest, and

I hereby grant to Sponsor and Sponsor websites and all of its licensees, agents, employees, directors, affiliates, successors and assigns, the perpetual, worldwide, non-exclusive, royalty-free right and license to use and exploit 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) Recording, the Programming, the Contest and the publicity, promotion and marketing of each of the foregoing, 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 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 Sponsor websites may re-run previously aired episodes of the Programming and/or edit previously aired episodes of Recording and the Programming to create "best of" shows.

I hereby assign to Sponsor and Sponsor websites and their respective licensees, agents, employees, directors, affiliates, successors and assigns whatever rights or interest I may have in my Recording, 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 Recording and/or my Appearance.

Release of Liability:

In consideration for the opportunity to participate in the Contest, 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, JayThomas.com, those working on their behalf, and all other businesses involved in the Contest, 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 Contest, the operation of the Contest, my Recording, my Interview, 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 Contest 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 winner of the Contest, 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 Recording;
- (b) that if any contributor to, or on-air performers, in my Entry Recording are not at least 18 years of age (a "Minor"), I have had a parent or legal guardian sign selected pages of this Affidavit on behalf of each Minor; and



(c) I am not bound or governed by any contract or agreement the terms of which would prohibit me from performing or do anything required of me in my Recording, the Programming.

I hereby represent that (a) I am at least 18 years of age; (b) no person(s) other than the undersigned individual(s) contributed to, appears on or has any interest in my Recording; (c) I have read, understand and accept this Affidavit as an agreement and the official rules of the Contest (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: _____

Additional Participants on the Entry Recording must sign attached pages.
Attach additional copies for additional Participants as necessary.
For anyone under age 18, a Minor, must have parent or legal guardian complete the page.



Each additional Participant 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 Contest Entry, in the same package, by the end of the Entry Period.

As a Participant in the Entry Recording,

- I have read pages 1-4 of the Affidavit to which this page is attached; and
I affirm and represent that as of the date I signed this Affidavit I am 18 years of age; or
If Participant is not at least 18 years of age on today's date (a "Minor"), my parent or legal guardian has signed this Affidavit on his/her behalf below; and
I affirm and represent that my (or Minor's) performance in the Contest Entry Recording is, and, if applicable, the Interview, (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 Recording or those of the Minor; and
I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns, and those of the Minor. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns, and those of the Minor.

Print Name of Minor Participant #1: _____, Age: _____

Signature of Participant #1, or Parent/Guardian / Print Legal Name

Date

Two witnesses to Participant 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 Participant 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 Contest Entry, in the same package, by the end of the Entry Period.

As a Participant in the Entry Recording,

- I have read pages 1-4 of the Affidavit to which this page is attached; and
- I affirm and represent that as of the date I signed this Affidavit I am 18 years of age; or
- If Participant is not at least 18 years of age on today's date (a "**Minor**"), my parent or legal guardian has signed this Affidavit on his/her behalf below; and
- I affirm and represent that my (or Minor's) performance in the Contest Entry Recording is, and, if applicable, the Interview, (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 Recording or those of the Minor; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns, and those of the Minor. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns, and those of the Minor.

Print Name of Minor Participant #2: _____, Age: _____

Signature of Participant #2, or Parent/Guardian / Print Legal Name

Date

Two witnesses to Participant 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 Participant 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 Contest Entry, in the same package, by the end of the Entry Period.

As a Participant in the Entry Recording,

- I have read pages 1-4 of the Affidavit to which this page is attached; and
- I affirm and represent that as of the date I signed this Affidavit I am 18 years of age; or
- If Participant is not at least 18 years of age on today's date (a "**Minor**"), my parent or legal guardian has signed this Affidavit on his/her behalf below; and
- I affirm and represent that my (or Minor's) performance in the Contest Entry Recording is, and, if applicable, the Interview, (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 Recording or those of the Minor; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns, and those of the Minor. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns, and those of the Minor.

Print Name of Minor Participant #3: _____, Age: _____

Signature of Participant #3, or Parent/Guardian / Print Legal Name

Date

Two witnesses to Participant 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 Participant 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 Contest Entry, in the same package, by the end of the Entry Period.

As a Participant in the Entry Recording,

- I have read pages 1-4 of the Affidavit to which this page is attached; and
- I affirm and represent that as of the date I signed this Affidavit I am 18 years of age; or
- If Participant is not at least 18 years of age on today's date (a "Minor"), my parent or legal guardian has signed this Affidavit on his/her behalf below; and
- I affirm and represent that my (or Minor's) performance in the Contest Entry Recording is, and, if applicable, the Interview, (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 Recording or those of the Minor; and
- I intend this agreement to be binding on me, my heirs, executors, administrators, legal representatives, successors and assigns, and those of the Minor. By signing below, I intend to waive legal rights against Released Parties on behalf of myself, my heirs, executors, administrators and assigns, and those of the Minor.

Print Name of Minor Participant #4: _____, Age: _____

Signature of Participant #4, or Parent/Guardian / Print Legal Name

Date

Two witnesses to Participant 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: _____