

**“SHARK TANK” CASTING CALL INITIAL APPLICATION**

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

\_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ INTERVIEW CITY: \_\_\_\_\_

HOMETOWN: \_\_\_\_\_ AGE: \_\_\_\_\_ MARITAL STATUS: \_\_\_\_\_

HIGHEST LEVEL OF EDUCATION COMPLETED: \_\_\_\_\_

CURRENT OCCUPATION/YEARLY INCOME: \_\_\_\_\_

WHAT IS YOUR IDEA? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHY IS IT IMPORTANT? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HOW DID YOU COME UP WITH THAT IDEA? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHAT SETS THIS APART FROM OTHER IDEAS? \_\_\_\_\_

\_\_\_\_\_

HOW MUCH OF AN INVESTMENT ARE YOU ASKING FOR AND WHY? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHAT PERCENTAGE OF YOUR COMPANY ARE YOU OFFERING IN EXCHANGE? \_\_\_\_\_

\_\_\_\_\_

ANYTHING ELSE YOU THINK WE SHOULD KNOW ABOUT YOU, YOUR COMPANY OR YOUR PRODUCT? \_\_\_\_\_

\_\_\_\_\_

HOW DID YOU HEAR ABOUT THIS OPEN CASTING CALL? \_\_\_\_\_

\_\_\_\_\_

## SUBMITTED MATERIALS RELEASE

Date: \_\_\_\_\_

Mark Burnett Game Shows, Inc. (“**Producer**”)  
640 North Sepulveda Blvd.  
Los Angeles, California 90049  
Attn: Shark Tank

Ladies & Gentlemen:

I (which term shall include any entity or collaborators set forth below) would like to be considered as a participant on your reality-based competition television pilot and/or series currently entitled “Shark Tank” (“**Series**”). Accordingly, I desire to submit to you material, including without limitation video, photographs, jingles, information contained in my Applicant Questionnaire, Business Details Questionnaire and Intellectual Property Questionnaire and any other material that I provide or may provide in connection with the Series (herein called “**Submitted Material**”), owned and/or controlled by me so as to offer you the opportunity to decide whether you want to consider me to be a participant (“**Participant**”) on the Series, and with respect to your possible use of the Submitted Material in the television, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth herein, you would not agree to accept for consideration or review the Submitted Material. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree to the following (“**Agreement**”):

1. I acknowledge and agree that, if you select me for further consideration in the Participant selection process, I will complete and execute further agreements requested by Producer or Series distributors, (collectively “**Participant Agreements**”). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, you will not consider me as a possible Participant for the Series and (b) you are accepting my Submitted Material in reliance on my completion and execution of the Participant Agreements.

2. I shall not receive any compensation or credit for submitting the Submitted Material to you and understand that you may view the Submitted Material.

3. I hereby grant to Producer, Mark Burnett Productions, Inc. (“**MBP**”), JMBP, Inc. (“**JMBP**”), One Three, Inc. (“**OTT**”), Sony Pictures Television Inc. (“**SPT**”), American Broadcasting Companies, Inc. (“**ABC**”), and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing, as well as any television network, television stations and other media exhibitors that exhibit or have the right to exhibit the Series (collectively “**Releasees**”) the perpetual, irrevocable right and license to distribute, broadcast, and otherwise exploit the Submitted Material, gratis, throughout the universe, in any and all manners, formats and media, whether now known or hereafter devised, in and in connection with the Series or otherwise, including, without limitation, the non-exclusive, fully paid, universal license to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submitted Material, or any portion thereof, in any media now known or hereafter devised including, without limitation, the Series. I authorize the Releasees, and any entities affiliated, related or in privity with Releasees, to utilize on a non-exclusive basis, throughout the universe, in perpetuity and in any manner they see fit, the Submitted Material (including without limitation use in advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Series, all allied ancillary and subsidiary rights therein and thereto, or any other use of the Series in all media now known or hereafter devised), and to make derivative works from such materials. I agree that such use shall be freely assignable by you and that you and your assignees and licensees shall have no obligations whatsoever to me (including without limitation no obligation to make any payments to me or to obtain my approval). I hereby grant you permission to and you shall have the right and sole discretion to edit, alter, modify or change any part of the Submitted Material for any reason in connection with your (or your assignee’s or licensee’s) use thereof. It is hereby understood and agreed that the licenses granted in this paragraph shall be exclusive to Releasees from the date hereof through and until six (6) months after the initial broadcast of the final episode of the cycle of the Series for which I would like to be considered as a Participant (regardless of whether you select me to be a Participant on the Series) and non-exclusive thereafter.

4. I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Releasees and/or Releasees' affiliated or related entities from other sources. Such identity or similarity in the past has given rise to litigation so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider or post the Submitted Material. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, including without limitation Releasees' parent, subsidiary, affiliated and related entities and their respective officers, directors, shareholders, employees, contractors, agents, representatives, broadcasters, distributors, licensees, assigns, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to you to examine the Submitted Material and to consider me for selection as a Participant, I represent, warrant and agree, as follows:

a. I acknowledge that the Submitted Material is submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between you and me by reason of such submission or otherwise. Nothing in this Agreement, or the submission of the Submitted Material, shall be deemed to place you in any worse position than any member of the public with respect to the Submitted Material. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Material which could be freely used by any member of the public may be used by you without liability to me or any other party claiming from or through me.

b. I understand and agree that your use of material similar to or identical with the Submitted Material or containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with me nor entitle me to any compensation or other entitlement if you determine that you have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to you).

5. I represent and warrant that the description provided above is true and accurate and that (i) I either solely own the Submitted Material, free of any lien or encumbrance, or have obtained all necessary rights to grant you the right and/or to permit you to use the Submitted Material in connection with the Series or otherwise, in any and all media, now known or hereafter devised, through the universe in perpetuity, and that I have all production, distribution and/or exploitation rights in and to the Submitted Material, including without limitation all rights to the likenesses, names, voices and biographical information incorporated in the Submitted Material, any locations, any artwork, any logos or other intellectual property, and any and all other elements or content in the Submitted Material; (ii) it is original with me and not based on any other material or source; (iii) the use and exploitation thereof will not violate or infringe any third party rights; and (iv) I have the right to submit and to offer such material to you without obligation to any third party, and the consent of no other person or entity is required for you to fully exploit the Submitted Material as provided herein. I further represent that I am the sole copyright owner in all music and scoring incorporated in the Submitted Material as set forth herein or have obtained all necessary rights to grant you the right and/or to permit you to use all music and scoring incorporated therein. I further represent and warrant that I will not assert, maintain or assist other persons in asserting or maintaining against Producer or Producer's related and affiliated entities, successors, assignees and licensees any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Materials, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Materials in the Series or in other productions. I further represent and warrant that I am competent to agree to all of the provisions in this agreement.

6. I agree that no obligation of any kind is assumed by you or may be implied against you (including, without limitation, any obligation to pay money) by reason of your receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have. Without limiting the foregoing, I specifically acknowledge and agree that (a) I do not and will not under any circumstances have or assert any so-called "idea submission" or similar claim against you, and (b) you are free to use (i.e., you will not owe me any money or other obligation for using) any portion of the Submitted Material.

7. I agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, 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 release or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this release, or any provision thereof, and any and all disputes or

controversies arising under or relating to my possible appearance or participation in the Series, shall be resolved by binding arbitration conducted in accordance with the applicable rules of JAMS or its successor (“JAMS”), through its Los Angeles, California office. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from JAMS’ panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this paragraph. I agree that the arbitrator’s ruling 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. Notwithstanding the foregoing, I agree that nothing in this paragraph or in any of the applicable rules of JAMS, shall prevent Producer, or its assignees from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator’s final decision pursuant to California Code of Procedure section 1281.8 and any successor or similar statute. In any and all other respects, the Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. I further acknowledge that the business realities of reality competition television productions, including the Series, create special circumstances for which Releasees must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. For example, a participant’s premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Series or Releasees’ rights hereunder, which would cause Releasees irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. Accordingly, I hereby expressly agree that Releasees shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this agreement.

8. I assume full responsibility for any loss of the Submitted Material for any reason including, without limitation, whether it is destroyed in connection with electronic submission (if permitted), mailed submission or otherwise. You shall have no obligation to read or consider the Submitted Material or to return the Submitted Material to me.

9. I hereby release you to the maximum extent allowed by law of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by or through me or on my behalf (even though I realize that such might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) that you have used or appropriated the Submitted Material. I am aware of the existence of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding this provision, this Agreement shall constitute a full, final, and complete release, accord and satisfaction of each and every claim released hereunder that I have or may have, at any time, against you. To the maximum extent permitted by law, I knowingly and voluntarily waive the provisions of section 1542 of the California Civil Code, as well as any other statute, law or rule of similar effect of any other jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this Agreement. I represent that I understand and acknowledge the significance and consequence of the releases I have made herein and of my waiver of any rights I may have under section 1542 of the California Civil Code and any other similar statutes, laws and rules. Without limiting the foregoing, I further expressly waive and release all rights to seek and/or obtain injunctive or other equitable relief (including rescission hereof) against you, in connection with this Agreement and any exploitation of the Submitted Material and in connection with any other material, whether or not in whole or part identical with or similar to the Submitted Material.

**Initial Here: \_\_\_\_\_**

10. I agree to defend (at indemnitees’ option) and indemnify you and hold you harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys’ fees and costs and punitive damages) caused

by or arising out of your use of the Submitted Material or any rights granted by me herein in any manner, or as a result of any breach or alleged breach of any of my representations or warranties herein, including, but not limited to, those set forth in Paragraph 5, above.

11. I am not now, nor have been in the past two (2) years, an employee or an independent contractor of Producer, MBP, JMBP, OTI, SPT, ABC, or any of their parents, subsidiaries or affiliated or related entities. Nothing in the application process is intended to create an employment relationship between me and any of the foregoing parties, and I agree that by applying to be considered for selection as a Participant, no such employment relationship is created or implied.

12. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain in full force and effect.

13. This Agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement. "I," "me" and "my" refers to the party submitting the material, and any individual who may be competing for the benefit of such party, to you.

14. "You" and "your" refers to Producer, MBP, JMBP, OTI, SPT, ABC, and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing. You may freely assign, in whole or in part, your rights hereunder.

15. This Agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein by residents of California (but not its conflict of laws principles).

Very truly yours,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company (if any): \_\_\_\_\_

Collaborators (if any): \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**REMINDER: BE SURE TO INITIAL PARAGRAPH 9**

**Please be prepared to speak about the following in your casting interview:**

1. What's your name and your business?
2. How much money do you need from investors and why? Be specific. How will it be used?
3. What percentage of your company/idea/product are you willing to give up (e.g., 10%, 40%)?
4. What do you do for a living and where are you from?
5. When did you start inventing or become an aspiring entrepreneur? What influenced this decision?
6. Please describe your product/invention/business idea.
7. Make your pitch!

Examples of interesting information:

- What is it? Is it patented?
  - How or why does it work? (Do a demonstration if you can.)
  - What's the market for this and why?
  - How did you come up with the idea?
  - Why is your idea the next best thing?
8. How much have you invested in your business? What would happen if you can't get your business off the ground?
  9. What does your business mean to you?
  10. What is your ultimate goal for your business?
  11. What has been your biggest challenge so far?
  12. What do your family and/or friends think of your business?