

## **FOOD NETWORK STAR (SEASON 13) Official Rules and Eligibility Requirements**

All applicants must comply with the following eligibility requirements ("Eligibility") of the "FOOD NETWORK STAR" program ("Program") in order to proceed with the application process:

1. Employees, officers, directors, and agents of Food Network Television ("FOOD NETWORK"), Scripps Networks, LLC, the producer of the Program ("Producer" or "Producers"), and their respective affiliates, related entities, subsidiaries, divisions, parent corporations, and joint venture partners (collectively, the "Released Parties"), all Program advertising, promotional, and judging agencies, and all other companies associated with the production, and administration of the Programs and/or any of their respective licensees, assigns, parents, affiliated, and subsidiary companies, divisions, and joint ventures as well as (a) the immediate family (spouse, ex-spouse, mother, father, sister, brother, daughter or son, step-parents, step-children, step-siblings, regardless of where they live), and (b) members of the same household (whether related or not) of such employees, officers, directors, and agents, are not eligible to participate in this application process. In addition, FOOD NETWORK may remove from consideration any applicant closely acquainted with any person connected with the production, administration, or exhibition of either Program if, in FOOD NETWORK's sole discretion, the person's participation could create the appearance of impropriety.

2. All applicants must be at least eighteen (18) years of age (or the age of majority in their state of residence) at the time of application. All applicants must be United States citizens or resident aliens living in the United States with a legal right to live and work in the United States.

3. Applicants may not presently be a candidate for any type of political office ("Candidate") and may not become a Candidate from the time the application is submitted until one (1) year after the first broadcast of the last episode of the Program in which they may appear.

4. Applicants will be ineligible if, (a) at any time, they have been the host of a nationally televised food and/or food-related program (unless written documentation is provided releasing them from any contract or other obligation to such program); or (b) as of November 1, 2016, they have any type of contract for talent representation (for example, a talent agent or manager), an acting contract, a television hosting contract, a merchandising agreement, or any other contractual arrangement that would prohibit applicant from entering into a talent contract, management contract, and/or merchandising contract with FOOD NETWORK. Any applicant who has appeared on or is involved with any television program or other media must disclose such information in his or her application and may, at FOOD NETWORK's sole discretion, be deemed ineligible to participate in the Program. If any applicant is currently being considered as a contestant and/or participant in a television show, he/she must withdraw his/her application from such show upon FOOD NETWORK's request.

5. All applicants must be in good physical and mental health. FOOD NETWORK may also in its discretion require applicants to undergo medical or psychological evaluation as part of the casting process. To be considered, applications must meet all physical and psychological requirements as determined by FOOD NETWORK in its sole discretion.

6. All participants must provide the following documents and materials when submitting your Participant Application. Failure to do so will result in delaying the processing of your Participant Application and/or may result in eliminating you from further consideration. **You may apply online. Visit [www.JSCasting.com](http://www.JSCasting.com) for submission instructions.**

ALL completed applications will require the following materials:

1. Signed release and waiver
2. Signed materials release
3. One (1) recent photograph of yourself
4. One (1) legible photocopy of EITHER (1) your passport; OR (2) your driver's license OR (3) your state ID card.

Applicant will be responsible for all costs and expenses associated with submitting a Participant Application via either entry method set forth above.

**7. In order for your application to be considered for the Program your Participation Application must be received by NOVEMBER 30<sup>th</sup>, 2016.** FOOD NETWORK reserves the right in its sole and absolute discretion to consider any applications received after November 30<sup>th</sup>, 2016, but there is no assurance whatsoever that any application received after such date will be considered for a Program. FOOD NETWORK will not acknowledge receipt of any applications.

8. No applications (including any materials submitted in connection with a Participant Application or submitted as supplemental materials requested by FOOD NETWORK and/or Producer ("Materials")) will be returned and the Participant Application and all Materials will become the property of FOOD NETWORK, which shall have the right to use the Participant Application and Materials in any manner throughout the universe in perpetuity, as set forth in greater detail in the Release and Waiver. FOOD NETWORK specifically reserves the right to use the Participant Application and Materials to evaluate applicants for programs other than the Programs ("Other Programs"), and to share all such materials with FOOD NETWORK's sister networks (HGTV, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither FOOD NETWORK nor its sister networks is under any obligation to consider any applicant as talent for Other Programs and any such agreement regarding services to be provided with respect to the same shall be subject to separate good faith negotiations between the applicable parties.

9. Applicants may not enter in pairs or teams; they may only enter as individuals. Only one (1) application may be submitted by each individual.

10. From among all the completed applications FOOD NETWORK receives, staff and consultants of FOOD NETWORK and the Producer will evaluate each application on a number of subjective factors, all of which have the aim of determining which applicants have what it takes to be an FOOD NETWORK on-air personality. We will be looking at personality, style, presence, ability to talk about food, ability to cook, knowledge of food and cooking, experience and overall performance among other related factors. Applicants must be willing, if requested by Food Network, to (1) submit five original recipes to Food Network for evaluation; (2) participate in one or more telephone interviews with Food Network or the Producers; (3) provide additional video of themselves or other materials as may be requested by Food Network or the Producers

11. FOOD NETWORK and/or Producer may disclose any information contained within or derived from my Participant Application to third persons connected with the Program and to compile information from third parties in connection with such Participant Application and the application process about applicant's background, personal views, and opinions about life, food, television, the media, and the like (collectively, "Personal Information"). FOOD NETWORK and/or Producer may reveal such Personal Information to third parties in the course of the application process and/or the Program and I hereby release, discharge, and holds harmless the Released Parties from any and all claims and damages arising from such compilation or disclosure of Personal Information.

12. In order to be selected as a potential final participant in a Program (each a "Finalist", and collectively, the "Finalists"), you must be willing travel at FOOD NETWORK's expense to (i) a location or locations to be determined by FOOD NETWORK for a 6-8 week period between approximately January 2017 through March 2017 (all dates subject to change in FOOD NETWORK's sole discretion) for the taping of the Program; (ii) selected locations on selected dates for a media tour in connection with promotion of the Program. FOOD NETWORK will furnish Finalists with economy class air transportation, overnight accommodations (which may involve one of more Finalists sharing living quarters) or standard class hotel accommodations (room rate and tax only) as determined by FOOD NETWORK or Producer, and a per diem while traveling for the Program. Applicants who will not be available for all dates requested by FOOD NETWORK will be disqualified. Finalists must report and be available to participate in either Program at all times and places as FOOD NETWORK or Producer shall designate.

13. All applicants who are selected as Finalists or potential alternates must complete and timely return a separate Finalist Agreement, which may include, among other documents: a Background Check Questionnaire and Confidentiality Agreement (all forms will be furnished to the Finalists). Upon request, all Finalists and the winner must sign any additional releases or authorizations that FOOD NETWORK, in its sole discretion, deems necessary.

14. During taping of each Program, Finalists will travel to various locations to participate in food-based reality competition testing their performance, personality, level of skill, and knowledge of food. Finalists for "Food Network Star" will also be tested on their general ability to be an FOOD NETWORK television host. These challenges will entail long days (e.g., 10 to 12 hours or more) in front of television cameras and footage taped may be used in connection with the Program or any promotions related to the Program. At all times when the Finalists are on location, the Finalists will be subject to the instructions, directives, and schedules dictated by FOOD NETWORK or Producer; non-compliance with such instructions, directives, and schedules may result in disqualification.

15. All applicants understand and acknowledge that participation in the Program, including, without limitation, the activities and events arranged by the Program coordinator and/or Producers (including, but not limited to, use of stoves, ovens, knives and other equipment and materials used food cooking may expose applicant and other participants to the risk of death, serious injury, illness, disease, and/or property damage. Finalists must be willing and able to participate in physical activities related to working and performing in a kitchen (including, but not limited to, stoves, ovens, knives and other kitchen equipment), on location, on television sets, and the like.

16. Applicants that are selected as a Finalist will be required to enter into a release and agreement with FOOD NETWORK that will (i) render applicant exclusive to FOOD NETWORK for a pre-determined period of time (meaning that applicant would not, among other limitations, be able to appear in programs in any media, make public appearances, publish a food-related book, or be associated in any manner with any commercial, advertisement, and/or endorsement without FOOD NETWORK's express written permission in each circumstance); and (ii) give FOOD NETWORK the option, at FOOD NETWORK's sole election, to exercise the right to have applicant appear as a host, co-host, or contributor to FOOD NETWORK programming or use applicant's name, image, and/or likeness in FOOD NETWORK programming, merchandising, or other ancillary media (including a food-related book at a rate of compensation and in accordance with such terms and conditions that shall be determined by FOOD NETWORK in its sole discretion).

17. Each applicant acknowledges, understands, and agrees that he or she, if chosen as one of the Finalists, may be audio and/or video taped (the "Recordings") by the Producer at all hours of the day

while participating in the Program at the Producer's discretion with reasonable notification. Recordings may be disseminated on television and/or any other media now known or hereafter devised, in any and all manner throughout the Universe in perpetuity without payment of any additional consideration to Finalist.

18. Each applicant agrees to release, discharge, and hold harmless the Released Parties from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of a Participant Application, participation in the selection process, participation in the Program, the use of the Personal Information or Recordings, and/or the use of the applicant's name, voice, and/or likeness in connection with the Program, or the promotion thereof in all media now known or hereafter devised.

19. Each applicant acknowledges and agrees that he or she is not and will under no circumstances as a result of the submission of a Participant Application, participation in the selection process, participation in the Program, the use of the Personal Information or Recordings, and/or the use of the applicant's name, voice, and/or likeness in connection with the Program, the promotion thereof in all media now known or hereafter devised or for any other reason in connection with his or her application and/or participation in the Program, become an employee or an independent contractor of the Producer and/or Released Parties and will not make any claims against Producer and/or Released Parties, including, without limitation, claims for compensation or benefits, derived from any allegation of status as an employee. Each applicant acknowledges and agrees that his or her relationship to Producer and/or Released Parties is and shall be limited solely to that of a grantor of rights. None of the Released Parties shall furnish or provide insurance coverage of any nature to applicant in connection with the selection process or participation in the Program.

20. All decisions related to the selection of the Finalists, any Program winner, the winners of the challenges in the Program, the judging of the various challenges in the Program (including all aspects of any voting processes), the application evaluation, and eligibility requirements shall be determined solely by FOOD NETWORK and/or the Producer, are not appealable, and are subject to change at FOOD NETWORK's sole discretion. At any time FOOD NETWORK reserves the right to disqualify an applicant, to modify these rules and requirements or any aspect of a Program as it deems necessary, and to cancel the production and development of the Program or any programming contemplated hereunder. FOOD NETWORK is under no obligation to exploit the Program in any media. FOOD NETWORK reserves the right to select prospective participants and Finalists and to receive application materials at open casting calls, casting sessions, or through any other manner as determined by FOOD NETWORK in its sole discretion.