

YOU GOT SERVED FREESTYLE DANCE BATTLE
Contestant Affidavit of Eligibility and Liability/Publicity Release, Pg. 1

[IF A CONTESTANT IS: (1) UNDER THE AGE OF 18 AND IS A RESIDENT OF ANY OF THE 48 PARTICIPATING STATES OF THE U.S. (INCLUDING D.C.), (2) BETWEEN THE AGES OF 13-19 AND IS A RESIDENT OF ALABAMA OR NEBRASKA; OR (3) BETWEEN THE AGES OF 13-21 AND IS A RESIDENT OF MISSISSIPPI OR PENNSYLVANIA, THEN HE/SHE NEEDS TO HAVE HIS/HER PARENT/LEGAL GUARDIAN COMPLETE AND SIGN THE RELEASE ON BEHALF OF HIM/HER.]

State of _____

County of _____

I, _____, being duly sworn, say I am _____ years of age, my date of birth is: Month _____ Day _____ Year _____, and my

Social Security Number is _____. This Social Security information will be used solely for tax purposes if I am selected a Finalist or the Winner (according to the Official Rules) and will remain confidential between Skycastle Entertainment, Inc., Sullivan Compliance Company ("SCC") and Screen Gems, Inc. ("Sponsor").

I am a legal resident of one of the 48 contiguous states of the U.S. or D.C. and reside at:

Address _____

City _____ State _____ Zip _____

My home telephone number is (_____) _____

I am unemployed/disabled/retired/a student (list one or more if applicable below):

I am employed (if applicable) by (Employer): _____

(Street Address): _____

(City, State, Zip Code): _____

(Work Telephone Number): (_____) _____

I have been employed by this company or person for _____ years _____ months.

My position with this company or person is _____

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I am submitting this Affidavit of Eligibility, Liability Release, and a Publicity Release (collectively "Affidavit/Release") with the understanding that it will be relied upon to determine my eligibility in the *YOU GOT SERVED FREESTYLE DANCE BATTLE* ("Contest") sponsored by Screen Gems, Inc.

I understand that if I am a resident of a jurisdiction that deems me to be a minor, I must obtain parental/legal guardian consent prior to participating in this Contest and such parent/legal guardian will be required to be present at the respective Event Location to complete this Affidavit/Release on my behalf.

I affirm and represent that I have reviewed and fully complied, and will continue to fully comply with all the rules and regulations of the Contest including those set forth in the Official Rules, and that I have committed no fraud or deception in entering the Contest or in claiming any prize. I further represent that I am not an employee of, a member of the immediate family (parent, child, sibling, spouse and spouse of sibling) of, and/or a person living in the same household as such persons (whether related or not), of Screen Gems, Inc. ("Sponsor"), Sony Pictures Entertainment Inc., Sony Music, Elektra Records, MTV Networks, Filmmakers and anyone affiliated with the film *YOU GOT SERVED*, Contest venue owners, Skycastle Entertainment, Inc., Sullivan Compliance Company ("Contest Administrator"), radio stations that are promoting the Contest, all publicity agencies hired by Sponsor, their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Contest, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, any other person or entity associated with this Contest (collectively, "Contest Entities").

I am not and, as of December 21, 2003, I was not subject to any performance agreement or any similar agreement which would interfere with my ability to enter into the Contest or assign all of the rights to be assigned to the Sponsor by me in accordance with the Official Rules, which were provided to me, and the signed Entry Form I submitted with this Affidavit/Release.

I understand and agree that the dance routine I perform for this Contest does not include obscenities, objectionable material, defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights.

I understand and agree that if I am selected a Finalist that in order to receive any portion of my prize **I MUST BE ABLE TO TRAVEL ON THE SPECIFIC TIME AND DATE SPECIFIED BY SPONSOR, CURRENTLY SCHEDULED TO BE JANUARY 26, 2004 AND, IF SELECTED AS THE WINNER (AS DESCRIBED IN THE OFFICIAL RULES), I MUST BE ABLE TO TRAVEL ON THE SPECIFIC TIME AND DATE SELECTED BY SPONSOR FOR THE WINNER PRIZE (AS DESCRIBED IN THE OFFICIAL RULES).**

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I understand and agree that if I am selected the Winner, as described in the Official Rules:

- I MUST BE ABLE TO TRAVEL TO THE LOCATION OF OMARION'S MUSIC VIDEO OR OTHER DESIGNATED ARTIST MUSIC VIDEO (AS DETERMINED BY SPONSOR SUBJECT TO AVAILABILITY AND PRODUCTION EXIGENCIES) ON DATES SPECIFIED BY SPONSOR IN ITS SOLE DISCRETION DURING PRODUCTION OF SAID VIDEO IN ORDER TO HAVE THE OPPORTUNITY TO APPEAR IN THE MUSIC VIDEO OR RECEIVE ANY COMPONENT OF THE WINNER PRIZE (DESCRIBED IN THE OFFICIAL RULES).
- If the opportunity to appear in a music video is not available, then that portion of the Winner Prize will not be awarded and no additional compensation will be provided to me.
- Unless prohibited by law, I will receive no additional compensation (other than Winner Prize components described in the Official Rules) regardless of whether I appear in a music video.
- My appearance in music video is subject to producer's requirements and sole discretion, and, prior to participation, I may be required to complete additional documentation.
- My appearance may not actually appear in the final version of the music video; decision is subject to producer's and Sponsor's requirements.

I understand and agree that if I am selected a Finalist or the Winner and I am a resident of a jurisdiction that deem me to be a minor, my Guest must be 21 years of age or older and my parent or legal guardian.

I understand and agree that if I am selected a Finalist or the Winner (as described in the Official Rules), that my prize received from Sponsor will serve as complete and full satisfaction of all debts, liabilities, and fulfillment of all obligations by the Sponsor subject to the Official Rules.

I understand and agree that my dance routine and (if applicable) Recording were commissioned hereunder on a "work for hire" basis and one hundred percent (100%) of the copyright throughout the universe in perpetuity in and to all results and proceeds of my services/Routine/Recording hereunder shall be owned and controlled by Sponsor and those acting under its authority including, the right to use the Routine and/or Recording throughout the universe, in whole or in part, in edited, unedited or distorted form, on and in connection with the Contest, Event Location, Routine, or Recording, for any trade advertising or promotional purposes whatsoever, without review, approval, notification or payment from or to any person or entity, including without limitation any third party dance company or other company entitled to my exclusive performing services or any other rights with respect to my performing services, or any union or guild, in all media now known or hereafter discovered throughout the universe.

I understand and agree that notwithstanding the foregoing, as and to the extent that I own or control any portion of any musical composition or selection performed by me in the Routine or Recording ("Controlled Composition"), I hereby assign to Sponsor, its affiliates, parents, assignees, sublicenses, etc., the non-exclusive right to exploit said Controlled Composition in and in connection with the Event Location, Routine, Recording, the Contest or in any other manner in any media now known or hereafter discovered throughout the universe in perpetuity without the need for any permission from or payment to me or any third party whatsoever, including without limitation any music publishing company or other company entitled to my exclusive songwriting and/or dance services or any other rights with respect to any compositions written, in whole or in part by me, or any union or guild.

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If applicable, I understand and agree that Sponsor has the right to modify, edit, adapt, and electronically alter my Recording as well as reproduce it, in whole or in part, without compensation or further notice to me.

Except where prohibited by law, my entry (including my dance routine and/or Recording) and/or my acceptance of a prize constitutes permission for the Contest Entities to use my Routine, Recording, name, city, and state for advertising/promotion purposes worldwide in any and all forms of media (including posting on the Web and appearance on MTV's TRL), in perpetuity, without further compensation in connection with Event Location, Routine, said Contest or a prize awarded.

If applicable, I understand and agree that Sponsor has the right to use, assign or dispose of my Routine/Recording and any other items of the entry materials however it sees fit without approval of or compensation to, me or any third party. Sponsor has the right to modify, edit, adapt, and electronically alter my Routine/Recording as well as reproduce it/them, in whole or in part, without compensation or further notice to me.

I understand and acknowledge and hereby, for myself, my heirs, executors and administrators, do waive and release any and all rights, claims and causes of action whatsoever that I may have against said Contest Entities and/or their licensees and assignees for any matter, cause or thing whatsoever arising out of the Contest and/or my acceptance and utilization of the prize that I have won in the Contest. I also acknowledge that none of said Contest Entities and/or their licensees and assignees have arranged for or carry any insurance of any kind for my benefit or that of my heirs, executors and administrators relative to my use of the prize and that I am solely responsible for obtaining and paying for any life, travel, accident, property, liability or other insurance that I may desire relative to my claiming and/or use of any prize.

I understand and agree that if I am selected as a Finalist or the Winner, Sponsor must advise the Internal Revenue Service in the form of an IRS Form 1099 of the total value of all prizes that I have won in a single calendar year (in the calendar year that I won them) and that I am solely responsible for all federal, state and local taxes and all other costs incurred in claiming any prize, if any.

Having previously affirmed and represented that I have reviewed and fully complied with all rules and regulations of this Contest, I hereby declare that I have read all of the stated terms and conditions identified in the Official Rules (collectively "Terms and Conditions"), I understand all of these Terms and Conditions, and agree that I am subject to all of these Terms and Conditions.

It is understood and agreed that this is a complete release and discharge of the undersigned against the aforementioned parties to be released, and that no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood that this release shall be binding upon the heirs, executors and administrators of the undersigned.

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I have been given a full opportunity to review and analyze this Affidavit/Release and the Official Rules. I fully and completely understand all of the terms of this Affidavit/Release and the information stated in the Official Rules and sign this Affidavit/Release voluntarily, freely, and knowingly.

Signature

Signature of Parent/Legal Guardian if Contestant is a Minor

Print Name

Date