

HGTV DESIGN STAR

Designer Participant Application

WEB PAGE COPY:

Are you a great designer? Do you think you have what it takes to host your own series on HGTV? Would you love the challenge of competing in a design based reality show?

Here's your chance! This is what we are looking for:

- **Design expertise:** We're looking for great designers and we want to see your terrific portfolio.
- **Personality that pops:** We want to see someone who shines, so show us who you really are and don't be shy! Tell us why you deserve your own series on HGTV.
- **Passion for Your Work:** We're searching for designers who will bring the world of design and decorating to life in their very own passionate and unique way.

HGTV DESIGN STAR is an on-air competition to name the network's next star. In each of the episodes, finalists will compete in design-based challenges with one to two designers being eliminated each week. The contestants will be narrowed to the final two from which one winner will be chosen.

Completed applications, video, photographs, and copies of portfolio pages and/or website links must be received by January 15, 2011 by mail, or delivered to Producer at an open casting audition for HGTV DESIGN STAR on a date or dates to be determined in order for your application to be considered for HGTV Design Star (Season VI). HGTV reserves the right in its sole and absolute discretion to consider any applications received after January 15, 2011, but there is no assurance whatsoever that any such application received after such date will be considered for HGTV Design Star (Season VI). HGTV will not be able to acknowledge receipt of your application.

If you want us to consider you, please fill out and sign the **APPLICATION** (click on link).

Before applying, please read the **HGTV DESIGN STAR OFFICIAL RULES AND ELIGIBILITY REQUIREMENTS** and read and sign the **RELEASE AND WAIVER** (click on links).

PARTICIPANT APPLICATION:

HGTV DESIGN STAR OFFICIAL "PARTICIPANT APPLICATION"

PLEASE READ THE HGTV DESIGN STAR OFFICIAL RULES AND ELIGIBILITY REQUIREMENTS BEFORE COMPLETING THIS PARTICIPANT APPLICATION.

The HGTV Design Star Official Rules and Eligibility Requirements contain important instructions regarding the videotape/DVD/Digital Video ("DV"), photographs, and other items which must accompany any submitted participant applications, as well as submission guidelines for your application package.

Please remember that any response provided by you as an applicant is subject to verification. Please number your pages, place in order, and staple your photographs to the upper left corner of the application. HGTV Design Star does not allow two-person design teams.

Full Name: _____ Age: _____

Nickname/Preferred Name: _____

Address: _____

Phone #s: Home: _____ Cell: _____

Work: _____ Fax: _____

E-Mail: _____

Social Security #: _____

Drivers License #: _____ State of Issuance: _____

How did you hear about our search for HGTV Design Star?

_____ HGTV on-air spot

_____ HGTV website

_____ Radio

Other, please explain: _____

Occupation/place of employment: _____

School(s) attended & degrees earned: _____

List any organizations or clubs you belong to: _____

List all TV/film appearances: _____

Are you currently or have you ever been under contract to a talent agent or manager? If yes, please describe, including name, address, telephone number and details:

List any/all websites you have ever appeared on, currently or in the past: _____

How did you learn to design/decorate?

What is your formal design training? Please describe:

Why should you have your own HGTV series? What is your unique design point of view? (total 50 words or less):

What are your 3 favorite design styles?

1. _____
2. _____
3. _____

What are your top 5 design tips that you would like others to know?

1. _____
2. _____
3. _____
4. _____
5. _____

Please Note: If you are under consideration as a potential finalist, you will be asked to travel on short notice!

What We Need From You:

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:

- **Two (2) recent photographs of you, each clearly labeled on the back with your name clearly printed.**
- **A five (5) minute video (on VHS, DVD, or DV) of yourself showing one of your designs. The video must be made for the purpose of the HGTV Design Star contest and may not be footage of you that was previously taped for any other purpose. See the attached tips and suggestions for your video.**
- **Three samples of your design work (clearly visible copies of pages from your portfolio or a website link).**
- **One (1) legible photocopy of EITHER (1) your passport; OR (2) your driver's license; OR (3) your state ID card.**

I acknowledge that all the information provided on this Participant Application is true and accurate, and any false or misleading information submitted herein is grounds for my immediate elimination from consideration. This Participant Application and any other material submitted by me, including, but not limited to, pictures, film, and videotapes, becomes the property of HGTV, shall not be returned, and may be used in any manner in all media, worldwide, in perpetuity. I further understand that by submitting this Participant Application, HGTV has no obligation to accept me and my selection and

participation in "HGTV Design Star" is in no way guaranteed, as submission of a Participant Application is merely for the purpose of evaluating potential participants. I acknowledge and agree that HGTV reserves the right to use this Participant Application and any materials I submit in connection therewith to evaluate me as a possible host for programs other than "HGTV Design Star" ("Other Programs"), and to share all such materials with HGTV's sister networks (Food Network, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither HGTV nor its sister networks is under any obligation to consider me 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. I acknowledge that I have read and fulfill the eligibility requirements.

Signature: _____ Date: _____

Mail The HGTV DESIGN STAR Participant Application, photos, and videotape of yourself and other requested materials to the following address (no materials will be returned):

HGTV DESIGN STAR
Scripps Networks, LLC
5757 Wilshire Blvd., Suite 220
Los Angeles, CA 90036

OR

Attend a HGTV DESIGN STAR open call audition (dates and locations to be announced). Please bring at least three samples of your design work with you.

NOTE: In order to complete your Participant Application, please fill out the Release and Waiver found below and mail or deliver it with your materials.

RELEASE AND WAIVER

I, (Print Your Full Name) _____, hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the HGTV Design Star Official Rules and Eligibility Requirements for HGTV DESIGN STAR (the "Program") and the instructions of Scripps Networks, LLC d/b/a HGTV ("HGTV"), its employees, the producer of the Program ("Producer"), and consultants; (ii) I have answered and will answer all questions posed to me in connection with my Participant Application to appear on the Program honestly and accurately; (iii) if any of the information that I have provided or will provide is found to be false or incomplete, it will be grounds for dismissal from the Program selection process and from participation in the Program, at any time by HGTV and/or Producer; (iv) neither HGTV nor Producer has an obligation to interview me or select me as a participant in the Program; (v) if HGTV cancels the Program or elects not to tape the Program, neither HGTV, Producer, nor any third party will have any obligation to me; (vi) HGTV shall have no obligation to air the Program; (vii) all decisions concerning the selection of the participants and all aspects of the Program (including, but not limited to, any judging and/or voting in conjunction with the Program or any aspect related thereto) shall be in the sole discretion of HGTV and/or Producer, are final, and not subject to challenge or appeal. By submitting my Participant Application, I hereby consent to the recording, use, and reuse by HGTV, Producer, and/or any of their respective licensees, assigns, parents, agents, subsidiaries, affiliated or related entities (the "Releasees") of my name, voice, likeness, silhouette, performance, personality, and biographical material (collectively, "Likeness") in any and all media whether now known or hereafter devised, in whole or in part, throughout the universe, in perpetuity, in any and all languages. I agree that the Releasees may use all or any part of my Likeness and may alter or modify it. I agree that the Releasees shall exclusively own any Participant Application materials (videos, photographs, etc.) that I may have provided in connection with my Participant Application or for participation in the Program and any photos and video or recordings of any kind that HGTV and/or Producer will make of me in connection with the Program and my Participant Application (collectively, the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised, in whole or in part, throughout the universe, in perpetuity, in any and all languages. I agree that the Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing, or advertisement or any exploitation of any kind. I further agree that HGTV reserves the right to use the Participant Application and all materials submitted in connection therewith to evaluate me as a possible host for programs other than the Program ("Other Programs"), and to share all such materials with HGTV's sister networks (Food Network, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither HGTV nor its sister networks is under any obligation to consider me 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. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release the Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I understand that activities and events arranged by HGTV and/or the Producer (including, but not limited to use of hammers, saws, ladders, and other equipment and materials used in a room makeover) may expose me and others to the risk of serious injury, illness, disease, property damage, and/or death. In the event I participate in such activities, I understand and willingly agree to assume all such risks, both known and unknown, that may arise in connection with my participation in the selection process for and/or participation in the Program. I further acknowledge that neither HGTV, Producer, nor any third party shall provide or be obligated to furnish any type of insurance coverage to me in connection with the selection process and/or participation in the Program. I agree not to make any claim against the Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy, publicity, personal and/or civil rights, any claims based on defamation or libel or false light; any claims based on intentional or negligent infliction of emotional distress, copyright infringement, and/or any tort and/or damages arising from or related to the submission of a

Participant Application, participation in the selection process, participation in the Program, use of the Materials and/or my Likeness). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to HGTV, and I have the complete, unfettered right to grant to HGTV, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use, reproduce, distribute, display, perform, adapt, and otherwise exploit such Materials, in whole or in part, and in connection with any promotion, publicity, marketing, or advertisement or any exploitation of any kind, in any and all media now known or which may exist in the future in any and all languages. I understand that neither HGTV, Producer, nor any third party makes any representation that such Materials will or will not be used in any way.

I agree that any dispute between me and any of the Releasees in any way arising out of or related to this agreement, the Program, or any claim by me of any kind against the Releasees as well as any dispute as to the arbitrability of any such controversy or claim, shall be resolved solely by mandatory arbitration ("Arbitration") between us. In this regard, I further agree and acknowledge that:

A. Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;

B. Any Arbitration pursuant to this agreement shall be conducted in New York, New York before a single arbitrator ("Arbitrator") familiar with the television industry and pursuant to the American

Arbitration Association's ("AAA") commercial arbitration rules and applying New York law;

C. I and the Releasees are waiving their right to seek remedies in court, including the right to a jury trial;

D. If it is determined by the Arbitrator that any of the Releasees is financially liable to me in connection with the Program, the Materials or my Likeness, or any part thereof, or other materials submitted to HGTV, including, but not limited to, copyright or trademark rights, or is otherwise liable to me for any other reason, I agree that the sole remedy that can be awarded in any Arbitration against the Releasees shall be a monetary award in the amount that HGTV has paid for a similar use of comparable materials or performance, or liability (or, if HGTV has not previously paid for similar use or in a similar instance, an amount equal to a standard fee in the cable television industry for such material or performance, or for similar liability), and I expressly waive any right to any other form of relief, including but not limited to injunctive relief of any kind whatsoever, any form of punitive damages and/or any alternate calculation of damages;

E. The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including, without limitation, reasonable outside attorneys' fees and experts' fees, which may be incurred in connection with such Arbitration; and

F. By signing this agreement I acknowledge that I am agreeing in advance to arbitrate any controversies or claims which may arise with the Releasees.

G. 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 by me to any third party.

This agreement, including but not limited to the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, and licensees. HGTV or Producer may assign this agreement to any of its parent, subsidiary, affiliated, or related companies.

I hereby agree that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement and the provisions of the HGTV Design Star Official Rules and Eligibility Requirements state our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and

this agreement with such provision or part thereof omitted, shall remain in full force and effect.
This agreement shall at all times be construed so as to carry out the purpose hereof.

I have signed this release on the _____ day of _____, 20____.

Signature_____

Name (please print)_____

HGTV DESIGN STAR VIDEO TIPS AND SUGGESTIONS

HGTV Design Star Video Tips:

1. Introduce yourself (name, age, hometown, etc.)
2. Talk about your design background (How long have you been a designer? How'd you get started? What are other fields you've worked in? What inspired you? Schooling?)
3. Sum up your design style in one sentence and elaborate what it means to you.
4. What do you love about designing? Why is it your passion?
5. Show off and talk about one of your favorite designs.
6. Tell us why you want to be on HGTV Design Star and why you think you can win.

Suggestions for shooting a quality video:

- Do not chew gum or have candy in your mouth.
- Close the blinds, shades, etc. and turn on the lights. Make sure the room is well lit.
- Do not sit in front of a window or lamp, as this will create a silhouette.
- Turn off the TV, radio, air conditioning, ceiling fans or heating units.
- Be sure no photographs or other artwork is in the background of your shots.
- Do not wear clothing with any visible trademarks, logos or other copyrighted material that you don't own and control.
- **Have fun!** Emotions – both happy and sad – make for a compelling tape.
- Have someone other than yourself run the camera. Make sure it's someone with whom you feel very comfortable and who knows how to run a video camera.

MATERIALS RELEASE

For good and valuable consideration, the receipt which is acknowledged, the undersigned grants to Scripps Networks, LLC, or its authorized representative, licensees, successors, and assigns (collectively, "SCRIPPS"), the right and license to enter upon and to take photographs (stills, film, tape or otherwise) of the items hereafter identified which are located at the "Location Address" listed below; this Materials Release shall also govern any materials (as hereafter defined) which I may furnish to SCRIPPS. The items to be photographed or covered by this release may include, without limitation, photographs, paintings, pictures, slides, posters, letters, books, newspapers, statuary, exhibits, graphics, art or objects of any nature or kind, such items being hereafter collectively referred to as materials (the "Materials "). The rights granted to SCRIPPS include the right to refer to the titles of the Materials and their creators by their correct or assumed names. All images of the Materials captured on film, on tape or otherwise shall be referred to in this Materials Release as the recordings (the "Recordings").

I agree that SCRIPPS shall (i) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, in all languages, throughout the universe, and (ii) be entitled to use the Recordings as SCRIPPS deems appropriate, including, without limitation, for promotion and publicity purposes and (iii) own all rights in the Recordings. "Media" for purposes of this Materials Release shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, radio (both terrestrial and Internet-based), videotapes, CDs, DVDs and electronic databases.

SCRIPPS is under no obligation to use or exhibit the Recordings in any manner. I waive (i) the right to inspect or approve of any use of the Recordings, (ii) any rights to injunctive relief I may have in connection with this Materials Release, and (iii) the right to revoke this Materials Release.

I agree to hold harmless and indemnify SCRIPPS, its licensees and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorneys' fees which may arise out of or in connection with the making and/or use of the Recordings, specifying that SCRIPPS shall not use the Recordings in any manner that is embarrassing, detrimental or disparaging to me as shown in the Recordings.

I agree that no sum shall be due to me for execution of this Materials Release and SCRIPPS shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

This Materials Release shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns and upon SCRIPPS, its licensees, and assigns. I represent and warrant that I am the sole owner (or the sole owner's authorized representative) or the sole legal custodian (or the sole legal custodian's authorized representative) of the Materials and have the right, power and authority to grant the rights set forth in this Materials Release. This Materials Release represents the entire understanding in effect between the parties.

Items covered by this Materials Release: _____

Agreed to and Accepted:

By: _____ Location Address: _____

(signature)

Name: _____ Company Name: _____

(please print)

Telephone No.: _____ Mailing Address (if different from above): _____

Date: _____