

## HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD Online Audition Terms and Conditions

HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD, intended to initially air on a television network to be determined (the "**Program**") is a United States television program, featuring singers, dancers, and other performers eighteen years or older competing to win the competition. By participating in this Season 1 online audition (the "**Online Audition**") and submitting an online Audition Upload ("**Audition Upload**") to the audition website, available at <https://www.hawaiiancouncil.org/auditions/> (the "**Online Audition Website**") for consideration by Council for Native Hawaiian Advancement ("**Producer**") in connection with the Program, the Act (as defined below) acknowledges that it has read, understands and voluntarily agrees to abide by these online audition and Upload Submission terms and conditions (the "**Terms and Conditions**") in their entirety and the Online Auditions Privacy Policy available at: <https://www.hawaiiancouncil.org/auditions/>. The effective date of these Terms and Conditions (the "**Effective Date**") shall be **May 8, 2025**.

Prior to submitting an Audition Upload, please confirm that each individual member of the Act meets the **Eligibility Requirements in Section A below**. In addition, please ensure that the Act's Audition Upload meets the **Audition Upload Submission Requirements in Section B below**.

Audition Uploads will stop being accepted on a date to be determined in the sole discretion of Producer (the "**Upload Submission Period**"). No Audition Uploads will be accepted after 11:59 p.m. HST on the close of the Upload Submission Period.

*Producer makes no guarantee that all online Audition Uploads it receives will be reviewed.*

As used herein, "**User**" will refer to the individual who completes the data fields on the Online Audition Website and uploads the Audition Upload. User must be at least eighteen (18) years of age.

### **A. Eligibility Requirements.**

(i)(a) I am at least 18 years old and I have the full, complete and unrestricted right and authority to enter into any agreements or releases required for **HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD** ("the "**Program**") and will sign various documents related to the Program upon **COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT's** ("Producer's") request, including, but not limited to documents granting his/her consent to my participation in the Program and releasing and indemnifying Producer and related parties.

(ii) I understand and agree that I will be required to have appropriate visa status in the United States that allows me to compete on the Program during live shows.

(iii) I am not:

(a) employed at a director level or above, nor is my Immediate Family employed at a director level or above, at the **COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT**, or any of their respective parent, subsidiary, affiliated or related entities, or any of their respective licensees, successors and assigns;

(b) employed by, nor is my Immediate Family employed by one or more of the television networks or platforms of **HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD** ("Network"), any television network or station owned, operated by or affiliated with and/ or any of their respective parent, subsidiary, affiliated or related entities, or any of their respective licensees, successors or assigns;

(c) employed by, nor is my Immediate Family employed by any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program or any variation thereof; or

(d) employed by, nor is my Immediate Family employed by any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof, including but not limited to judges or the host of the Program. The entities described in the preceding sentence shall be referred to herein, individually and collectively, as the “Producer Entities”.

“Immediate Family” is defined as a spouse, ex-spouse, parent, step-parent, sibling, child, or step-child.

Producer and/or Network reserve the right to remove from the Program any person (including any member of the Act) Producer and/or Network determines, in their sole discretion, is sufficiently connected with the Program or any of the Producer Entities such that such person’s participation in the Program could create the appearance of impropriety. Conversely, Producer and/or Network reserve the right to allow any person to remain part of the Program who may have a connection with the Program or any of the Producer Entities if, in Producer’s and/or Network’s sole discretion, they determine that such person’s involvement in the Program does not and will not affect the integrity of the Program. I will immediately notify Producer if any of my relatives, friends or acquaintances appear in or is in any other way involved in the production of the Program.

(iv) I am not currently a candidate for public office, and if selected to participate in the Program, I agree that I will not become a candidate for public office until at least one (1) year after the initial broadcast of the final episode of the Program in which I appear. If there is any change in this representation prior to the initial exhibition of the Program in which I appear, I will immediately notify Network at [Network email address]. Becoming a candidate before or around the time of the initial exhibition of the Program may under certain circumstances have legal implications on the exhibitor’s ability to exhibit the Program.

I understand and agree that Producer and Network have the sole discretion to make determinations of eligibility, and that they reserve the right to change any of the eligibility requirements at any time.

## **B. Audition Upload Submission Requirements.**

### **1. General Requirements.**

(a) The Act may submit ONLY ONE (1) Audition Upload on the Online Audition Website (as defined below).

(b) Audition Uploads should be submitted at <https://www.hawaiiancouncil.org/auditions/> (“Online Audition Websites”). Follow the onscreen prompts to upload the Act’s Audition Upload. *Audition Uploads will NOT be accepted after 11:59 p.m. HST on the close of the Upload Submission Period.*

(c) At least one participant in an Act must have Internet access during the Upload Submission Period to access the Online Audition Website. There is no charge to upload materials to the site.

(d) The Act’s Audition Upload must be submitted by a User at least eighteen (18) years old, and who has the authority to act on behalf of the other participants in the Act.

(e) The Act's Audition Upload must comply with the requirements of this Section B. Any Audition Upload that, in Producer's discretion, does not comply with the requirements of this Section B may be excluded in Producer's sole discretion.

(f) The Act's Audition Upload submission will not be complete until the Act has accepted these Terms and Conditions and the Privacy Policy (available at <https://www.hawaiiancouncil.org/auditions/>).

(g) Producer reserves the right to determine, in its sole discretion, the eligibility of each Act's to participate in the Competition. Producer may, at its sole and absolute discretion, select any eligible person to advance to any round of the auditions and/or the Competition, regardless of whether the eligible person has auditioned in any other manner available.

(h) The Act's conduct on the Online Audition Website shall also be governed by the Terms of Website Use available at <https://www.hawaiiancouncil.org/auditions/>. In the event of a discrepancy between these Terms and Conditions and the Terms of Website Use, these Terms and Conditions shall control.

(i) Producer reserves the right in its sole discretion to modify or change the eligibility requirements hereunder from time to time and such modifications will be effective upon posting to the Online Audition Website. Producer reserves the right in its sole discretion to allow any eligible person to participate in the Competition regardless of how, when, and/or whether they participated in the audition process

## 2. Audition Upload Content.

(a) Audition Uploads must conform to the requirements of these Terms and Conditions, as well as the Terms of Website Use available at <https://www.hawaiiancouncil.org/auditions/> and the Privacy Policy available at <https://www.hawaiiancouncil.org/auditions/>. These Terms and Conditions, the Terms of Website Use, and the Privacy Policy may be amended from time to time.

(b) Video should be no greater than five (5) minutes. The Act may include a short introduction (no more than thirty (30) seconds) stating the name of the Act, age(s) of members, where the Act is from, and any other information the Act would like to convey.

(c) Audition Uploads must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.

(d) Audition Uploads must NOT contain derogatory references to the Producer Entities (as defined in Section A[iii] above).

**C. Further Documentation.** In the event Producer chooses the Act to participate in the Competition, the Act will be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including, without limitation, a Participant Consent, Release and Arbitration Provisions. In addition, the Act will be required to complete a background questionnaire, and may be subject to a thorough background investigation, at Producer's discretion. If Producer chooses the Act to participate in the Competition, and the Act advances to a certain point in the Competition (with such point being subject to Producer's discretion and subject to change at any time), the Act may be required to sign a live stage contract at Producer's sole discretion. The Act's family and/or guests should be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF THE ACT

FAILS TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, THE ACT MAY BE REMOVED FROM THE AUDITION PROCESS.

**D. Exclusions:** Producer reserves the right to exclude, in its sole and absolute discretion, any individual from the audition process for any reason or for no reason at all, including without limitation, violation of any portion of these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change these Terms and Conditions at any time, with or without notice. BEING CHOSEN TO AUDITION AT ANY LEVEL IN THE PROCESS DOES NOT ENSURE THAT YOU WILL BE SELECTED TO FURTHER AUDITION OR TO PARTICIPATE IN THE COMPETITION.

**E. License.** The Act shall retain all ownership rights in the Act's Audition Upload. By submitting the Audition Upload, the Act hereby grant to Producer, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Upload for any purpose whatsoever, throughout the universe in perpetuity, including, without limitation, in connection with (i) the Program, including, without limitation, motion pictures, television and publishing, and in connection with the advertising (including at physical locations), sale, promotion, publicity, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof (including without limitation in connection with Program advertisers and/or sponsors and any of their respective products, integrations and/or services) and any and all ancillary and subsidiary rights, and redistributing part or all of the Program (and derivative works thereof; Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form); and (ii) the business of Producer and/or Network and Producer and/or Network's network of Internet websites, applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which Producer and/or Network may distribute content to end users, whether now existing or hereafter developed (together, the "Platforms"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to the Act.

For the avoidance of doubt, without limiting the generality of the rights granted to Producer and/or any Producer Entities, these rights include, without limitation, the absolute right to edit and/or alter any Audition Upload distribute and synchronize all or any portion of the Act's Audition Upload in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-telecast, re-platform, port, syndicate, route, and link to and from all or any portion of the Act's Audition Upload; to encrypt, encode and decode, and compress and decompress all or any portion of the Act's Audition Upload; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of the Act's Audition Upload; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of the Act's Audition Upload; and to excerpt and/or extract portions of the Act's Audition Upload in order to host, store, index, categorize and display the Act's Audition Upload on or through the Platforms.

You further grant Producer and Network and their respective parents, subsidiaries, related entities or affiliates, successors, licensees and assigns the irrevocable right (but not the obligation) to and to license others to film, tape and/or photograph, record, exhibit, edit and otherwise use your name, voice, sounds, image, likeness and biographical information in and in connection with the Program in any manner in Producer's sole election and discretion, including in connection with advertising (including at physical locations), sale, promotion, programming and publicity materials, marketing, merchandising, distribution, publicizing and any and all other

types of exploitation of the Program or any part thereof (including, without limitation, in connection with commercial tie-ins, Program advertisers and/or sponsors and any of their respective products, integrations and/or services) throughout the universe, in any and all media, now known or hereafter devised, in perpetuity (collectively, the "Rights"). You also grant to Producer, Network, any of their respective parent, subsidiary, related entities or affiliates, sponsors of the Program, the Rights for the institutional purposes of Producer and Network and/or their respective affiliated entities, throughout the world, in any and all media, now known or hereafter devised, in perpetuity. You understand that any use as described herein shall not entitle you to receive any compensation whatsoever.

**Producer has no obligation to review your Audition Upload or to use your Audition Upload in any manner whatsoever. Producer has the right, but not the obligation to use any of the rights granted by you herein.**

**F. Representations and Warranties/Indemnification.** The Act represents and warrants: (i) the Act is the copyright owner of the Audition Upload; (ii) the performance in the Audition Upload is the Act's own original work; (iii) the Audition Upload is wholly original to the Act and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the Audition Upload neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (v) the Audition Upload does not and will not violate any applicable laws, and meets the Audition Upload Submission Requirements set forth in Section B above. The Act will, upon request, furnish to Producer any documentation, substantiation, and releases necessary and reasonably required for all copyrighted material, music, identifiable third parties, identifiable locations, and releases from anyone who assisted in the creation of the Audition Upload to prove, confirm, verify, and substantiate participant's compliance with any or all of these Terms and Conditions, including, without limitation, the foregoing representations and warranties. In the event the Act cannot provide all required releases, Producer reserves the right, in its sole discretion, to discard or remove the Act's Audition Upload, or seek to secure the releases and clearances for the benefit of Producer and/or the Producer Entities, or may allow the applicable Audition Upload to be utilized. Additionally, the Act represent and warrant that the Act will not acquire any trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of Producer or any other Producer Entities. Each of the Producer Entities specifically reserves its respective right to protect its intellectual property against any infringement or other illegal or improper use. The Act agree to indemnify and hold harmless the Producer Entities, and each of them, from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of the Act hereunder.

**G. Conditions of Participation.** This Online Audition is subject to all applicable federal, state, and local laws. The Act hereby: (a) agrees that Producer Entities shall have no liability whatsoever for, and shall be held harmless by the Act against any liability for any injuries, losses or damages of any kind to person(s) (including death) or property resulting in whole or in part, directly or indirectly, as a result of participating in this Online Audition or any related activity; (b) release the Producer Entities and their respective advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this Online Audition and from injuries or damages arising in connection with or relating to participation in this Online Audition; and (c) waive any right to claim ambiguity in the Online Audition or these Terms and Conditions. Producer and Network reserve the right to modify the Terms of Website Use or these Terms and Conditions, remove suspect Audition Uploads, and/or cancel, terminate or suspend any portion of this Online Audition at any time and for any reason (or no reason at all)



in their absolute discretion. Producer reserves the right to exclude, in its sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of the Program rules, violation of any of the Terms of Website Use or these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change the Program rules and procedures at any time. Being chosen to audition at any level in the process does NOT ensure that the Act will be selected to further audition or to participate in the competition.

**H. Privacy Policy.** Any personal information supplied by the Act to this Online Audition, Producer or Network will be subject to the privacy policy posted at <https://www.hawaiiancouncil.org/auditions/>. By participating in the Online Audition, the Act grants the Producer Entities permission to share the Act's email address and any other personally identifiable information with the other Producer Entities for the purpose of this Online Audition and/or the production of the Program.

**I. Nature of Relationship/Waiver of Equitable Relief.** The Act understand and acknowledge that the Producer Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own respective employees. The Act acknowledge that many ideas may be competitive with, similar or identical to the Audition Upload and/or each other in theme, idea, format or other respects. The Act acknowledge and agree that the Act will not be entitled to any compensation as a result of the use by the Producer Entities of any such similar or identical material. The Act acknowledge and agree that the Producer Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Audition Upload. The Act acknowledge that, with respect to any claim by the Act relating to or arising out of the actual or alleged exploitation or use of any Audition Upload or other material submitted in connection with the Online Audition by any of the Producer Entity, the damage, if any, thereby caused to the Act will not be irreparable or otherwise sufficient to entitle the Act to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition Upload or the Program or any other production based on or allegedly based on the Audition Upload or the Program, and the Act's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**J. Important: Please Read General Release and Limitations on Liability.** By participating in this Online Audition, the Act agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Online Audition, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Online Audition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will the Act be permitted to obtain any award for, and the Act hereby knowingly and expressly waive all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. The Act acknowledge and agree that the Producer Entities, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible submissions or for failure to receive or review submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Producer Entities or otherwise, that may limit an participant's ability to participate in this Online Audition; (ii) incorrect or inaccurate information whether caused by Internet users, or by any equipment or programming associated with or utilized in connection with this Online Audition

and the Producer Entities assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Online Audition (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or (iv) any claim by the Act for defamation or portrayal in a false light. Producer Entities assume no responsibility for any damage to the Act's computer system, which is occasioned by accessing the Online Audition Website, or participating in this Online Audition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Producer reserves the right, in its sole discretion, to exclude any participant that violates the Audition Upload Submission Requirements, tampers with the Audition Upload process or operation of the Online Audition or acts in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person, or for any other reason as Producer may decide in its sole discretion. If, for any reason, this Online Audition is not capable of operating as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Producer or Network, corrupt or affect the administration, security, integrity or proper conduct of this Online Audition, Producer and Network reserve the right, at their absolute discretion, to close the Audition Upload Submission Period at any time, cancel, terminate, modify or suspend this Online Audition.

**K. Governing Law.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF SUBMITTERS IN CONNECTION WITH THE ONLINE AUDITION OR IN CONNECTION WITH ANY AUDITION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE ONLINE AUDITIONS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF HAWAII WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE TERMS AND CONDITIONS SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL THE PRODUCER ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE ACT'S PARTICIPATION IN THE ONLINE AUDITION. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE ACT OR MEMBERS OF THE ACT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**MEDIATION & ARBITRATION; LIMITATION OF REMEDIES:** THE PRODUCER ENTITIES AND YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO YOUR APPEARANCE ON OR PARTICIPATION IN AND IN CONNECTION WITH THE ONLINE AUDITION, **HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD** AND/OR THIS AGREEMENT CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY A MEDIATION ADMINISTERED BY DISPUTE PREVENTION & RESOLUTION, INC. UNDER ITS APPLICABLE RULES.

IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY DISPUTE PREVENTION & RESOLUTION, INC. IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "DPR RULES", AVAILABLE AT [DPRHAWAII.COM](http://DPRHAWAII.COM), INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY PRO RATA ITS SHARE OF DISPUTE PREVENTION & RESOLUTION, INC. FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE DPR RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN HAWAII OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF HONOLULU. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE.

I AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY ME OR ANY OTHER CLAIM BROUGHT BY ME SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL I BE ENTITLED TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES. I AGREE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER ENTITIES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, IN NO EVENT SHALL I BE ENTITLED TO SEEK OR RECOVER INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANT ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING, OR TO RESCIND THIS AGREEMENT. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT EITHER PARTY ANY REMEDIES TO ANY DISPUTE THAT HAVE BEEN WAIVED PURSUANT TO THIS PARAGRAPH. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF THE INTELLECTUAL PROPERTY RIGHTS OF PRODUCER ENTITIES, WOULD CAUSE PRODUCER, PRODUCER ENTITIES IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY



MONEY AND, THEREFORE, I AGREE THAT PRODUCER, PRODUCER ENTITIES SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

YOU AND EACH PRODUCER ENTITIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. FURTHER, UNLESS PRODUCER AGREES, THE MEDIATOR AND/OR ARBITRATOR MAY NOT CONSOLIDATE OTHER PERSONS' CLAIMS WITH YOURS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, MULTI-CLAIMANT OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE REST OF THIS AGREEMENT, INCLUDING THE PROVISIONS GOVERNING WHERE ACTIONS AGAINST PRODUCER ENTITIES MUST BE PURSUED, WILL REMAIN IN EFFECT.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS ONLINE AUDITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PRODUCER ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

**By signing below, I acknowledge that I have read, understood, and agree to be bound by the HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD Online Audition Terms and Conditions.**

**Participant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_