

We are delighted to inform you that you have been nominated for consideration in CRISTA Media's Second Chances contest. In order to proceed with being fully considered as a recipient in this contest, we need you to read the following and understand that by submitting responses to our questionnaire and forms, you represent that you would like to be considered for this contest and in consideration of proceeding with the contest, you represent that you are eligible for consideration and that you agree to the following terms and conditions.

By submitting this contest questionnaire, you represent that you meet the following requirements for contest participants:

- You are at least 18 years of age as of the date you submit this application.
- You are a legal United States or Canada resident.
- Neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or household members (whether or not related) may be, or have been within the past year, an employee, contractor, officer, director or agent of any of the following: (a) CRISTA Ministries; (b) any television network, radio or station and/or streaming platform within 100 miles of CRISTA Ministries Shoreline campus ("Network"); (c) any of their respective parent, subsidiary, affiliated or related entities; (d) any known, major sponsor of the Program or its advertising agency; or (f) any known person or entity supplying services, products or prizes to the Contest.
- You must not currently be a candidate for public office, and if selected for participation in the Program, must agree not to become a candidate for public office until one (1) year after the initial broadcast or other exhibition of the last episode of the Program in which you appear.
- You have not been convicted of a felony in the previous ten (10) years (unless expunged).

CRISTA Media recognizes that you will be called upon to participate in associated contest content. CRISTA Media reserves the right to render ineligible any person whom CRISTA determines, in CRISTA's sole discretion, is sufficiently connected with the development, contest, administration, judging, exhibition or distribution of the contest such that such person's participation in the contest could create the appearance of impropriety. **All eligibility determinations shall be made solely by CRISTA in its sole discretion and are final and binding in all respects. CRISTA reserves the right to modify the eligibility requirements at any time.**

To timely submit a completed nomination for a proposed recipient in the Second Chances contest, you must timely complete and return this application/questionnaire and the Consent and Grant of Rights and any other documents that CRISTA Media may require in its sole discretion.

TERMS AND CONDITIONS

In order to allow CRISTA Media to consider the undersigned (hereinafter referred to as "you") as a participant in the Second Chances contest ("Contest") intended to be initially broadcast on our radio station and any affiliates and any other network or platform authorized to exhibit the Program (collectively, "Network"), you agree with the

acknowledgements, representations, warranties and indemnities, grant the rights and releases and undertake the covenants and obligations set forth in this document, hereinafter referred to as the "Application". You recognize that your signature on this document is a condition of CRISTA Media permitting you to potentially be a participant on the Program. **Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you acknowledge and agree as follows:**

- 1) If you are selected as a contest recipient, you must complete and/or execute additional waivers and release agreements, including, but not limited to, a background questionnaire, a long-form participant agreement and other agreement(s) and/or document(s) as required by CRISTA Media or its respective licensees, successors or assigns. You understand and agree that if you are selected as a contest winner/recipient, your receipt of an award may result in reportable taxable income for which CRISTA is not responsible and for which CRISTA may not provide tax advice. Liability for any applicable taxes, including all federal, state, and local taxes and/or other fees that may apply to prizes are the sole responsibility of the recipient. Additionally, CRISTA may require receipt of a completed and signed W-9 prior to distribution of any award.
- 2) Any offer to become a contest winner/recipient may be conditioned upon your submission to a background check, in accordance with applicable laws.
- 3) You hereby give the following representations, warranties, acknowledgements, consents and releases:
 - (a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed the questionnaire honestly and accurately; (iii) if any of the information in the questionnaire is found to be false or incomplete, this will be grounds for dismissal from the participant selection process and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, CRISTA Media has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, CRISTA Media has no obligation to produce the Program or any portion thereof and CRISTA Media has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by CRISTA Media concerning selection of the participants are final and not subject to challenge or appeal; and (viii) CRISTA Media has no obligation to return any materials submitted by me as part of the Application whether or not I am selected as a participant.
 - (b) By submitting this questionnaire, I hereby consent to the recording, use and reuse by CRISTA Media, CRISTA Ministries, and any of the Released Parties (as defined in Paragraph 5 below) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my Application to be a participant in the Program or in any materials submitted by me in connection with my Application (collectively "Likeness"), as edited, altered, or modified by CRISTA Media or by any of the other Released Parties, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Released Parties or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that the Released Parties exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my Application and any other materials that I have

provided or may provide in connection with my Application or the Program (collectively, the “Materials”), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity, including without limitation, in all ancillary exploitation of the Program, and all advertising and promotion thereof. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by CRISTA Media) in connection with my Application or the Program, I represent and warrant that I own all rights to such music, and I grant CRISTA Media the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from CRISTA Media for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Released Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Released Parties these rights or for signing this Application.

(c) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by CRISTA Media in its sole discretion. I further understand that those certain individuals, CRISTA Media and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

4) **CONFIDENTIALITY.** Whether or not you are selected to be a participant on the Program, you shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of CRISTA Media : any information or materials that you may read, hear or otherwise acquire or learn in connection with or as a result of your participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to CRISTA Media, the business of CRISTA Media or CRISTA Ministries, any program produced by CRISTA Media or exhibited by CRISTA Ministries, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this Application or any other agreement or document that you sign, have signed or receive from CRISTA Media at any time (collectively, the “Confidential Information”). You acknowledge and agree that your obligations with respect to confidentiality set forth in this Application shall continue in perpetuity or until terminated by CRISTA Media by giving you written notice of termination. In no event will you have the right to terminate your confidentiality obligations under this Application. You acknowledge that in the event you breach the confidentiality or any other provisions of this Application, your breach may, in the sole discretion of CRISTA Media result in your being disqualified to participate as a nominator-participant in the Program. You further acknowledge that a

breach by you of any of the confidentiality provisions of this Application would cause CRISTA Media irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, you hereby expressly agree that CRISTA Media shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this Application by you.

5) **RELEASE AND AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, you irrevocably and unconditionally release each of the Released Parties from any and all liability arising out of your participation in or in connection with the Program, including, without limitation, the recording of your Likeness and the Materials, your participation in the participant selection process of the Program, and any exploitation of the Program, your Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the “Released Claims”). Further, to the maximum extent permitted by law, you agree not to sue the Released Parties as a result of the recording or use of your Likeness or the Materials (including, without limitation, any claim that such use defames you or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder. The term “**Released Parties**” shall mean and refer to CRISTA Ministries d/b/a CRISTA Media, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

You execute this questionnaire voluntarily, with full knowledge of its significance, and with the express understanding that the facts and circumstances relating to any and all released matters may hereafter turn out to be other than or different from the facts and perceived circumstances now known or believed to be known, and that the release contained herein shall be in all respects effective and not subject to termination or rescission by reason of such different facts or perceived circumstances.

6) As used herein, “CRISTA Media” shall include CRISTA Ministries, its licensees, successors, and assigns, and each of their respective officers, directors, trustees, employees, agents, volunteers and representatives- past, present and future. You agree that CRISTA Media may license, assign, and otherwise transfer this Application and all rights granted by you under this Application to any person or entity.

7) **CHOICE OF LAW.** This Application shall be governed by the laws of the State of Washington.

8) **MEDIATION & ARBITRATION.** The parties agree that any and all claims, disputes or controversies arising out of or in connection with this Application or otherwise arising out of my nomination-application for or participation on the Program that are not otherwise barred or released pursuant to the terms herein shall be resolved exclusively and confidentially by arbitration. I agree that my remedies for any claim against CRISTA or others will be limited to monetary damages, if any, and in no event will I be entitled to rescind this Application or the rights granted hereunder, or to seek or obtain injunctive or any other equitable relief.



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9) ELECTRONIC SIGNATURES. This Application may be executed by original, facsimile or electronic signature. Any signed copy of this Application delivered by facsimile or electronic transmission shall for all purposes be treated as if it had been delivered containing your original signature and shall be binding upon you in the same manner as though an original signed copy had been delivered.

10) SEVERABILITY. The illegality, invalidity or unenforceability of any provision of this Application shall in no way affect the validity or enforceability of any of the remainder of this Application, which shall be enforced to the maximum extent permitted by law.

I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ACCEPTED AND AGREED:

Signed: _____

Print Name: _____

Date: _____



PART OF THE CRISTA FAMILY

