

HGTV Design Star Official Rules and Eligibility Requirements -- Designers

All applicants must sign statements acknowledging that they have read, understand, and will comply with all of the following eligibility requirements ("Eligibility") of the "HGTV Design Star" program (the "Program") in order to proceed with the application process:

1. Employees, officers, directors, and agents of Home & Garden Television ("HGTV"), Scripps Networks, LLC, producer of the Program (i.e., 495 Productions, Inc.) ("Producer" or "Producers"), and their respective affiliates, subsidiaries, divisions, parent corporations, and joint venture partners (collectively, the "Released Parties"), all Program advertising, promotional, and judging agencies, Program broadcasters and distributors, and all other companies associated with the production, administration, and/or exhibition of the Program 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 households (whether related or not) of such employees, officers, directors, and agents, are not eligible to be the winner of "HGTV Design Star" or to participate in this application process. In addition, any applicant closely acquainted with any person connected with the production or administration or exhibition of the Program is not eligible if, in HGTV's sole discretion, the person's participation could create the appearance of impropriety.

2. Applications **MUST** be written clearly or typed and **MUST** be accompanied by a VHS videotape, DVD, or Digital Video ("DV") that meets the following restrictions:

- Length: Approximately five (5) minutes.
- Quality: Tapes must not be professionally made or submitted by or through a television producer or other media industry professional; we want to see you how you really are.
- Your tape must be original footage that is taped and submitted for the purpose of the HGTV Design Star contest. Do not send footage of yourself that was previously taped for any other purpose.
- Content: Explain why you should have your own HGTV series, talk about who you are, and demonstrate how you design and decorate. All tapes should begin with the applicant stating their full name. Be yourself and show us a taste of your personality. Be creative! *(NOTE: REFER TO TAPE SUBMISSION LETTER!)*
- No music: Please do not include any music in your audition tape.
- Clothing: Please do not wear any clothing or show any items or tattoos that reveal any logos or brand names or the names or images of any person other than yourself.
- Label: Please label your tape with your name and telephone number clearly printed.

3. All applicants must be at least eighteen (18) years of age at the time of application.

4. 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.

5. Applicants will be ineligible if, at any time, they have been the host of a nationally televised design and/or design-related program (unless written documentation is provided releasing them from any contract or other obligation to such program).

6. 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.

7. All applicants must be in good physical and mental health.

8. By applying for participation in the Program, you authorize HGTV to conduct civil, family court, criminal, financial, driver history, and any other type of background check deemed necessary by HGTV. HGTV reserves the right, at any time, to disqualify any applicant from further consideration and/or participation in the Program based on the results of such background check in HGTV's sole discretion.

9. Applications will only be considered if they are complete. Complete applications shall consist of the following:

- Completed Participant Application (including a Release and Waiver signed by you).
- One five (5) minute videotape, DVD, or DV (described in #2, above) (clearly labeled with your name and telephone number).
- Two (2) recent photographs of yourself, each clearly labeled on the back with your name. Polaroids are acceptable as long as they are clearly visible.
- Three (3) samples of your design work (clearly visible copies of pages from your portfolio or print-outs from your website address, if you have one) each clearly labeled on the back with your name.

One (1) legible photocopy of EITHER (1) your passport; OR (2) your driver's license; OR (3) your social security card AND birth certificate.

10. Send your completed application (including tape, DVD, or DV) to the following address ONLY:

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

All applications must be received no earlier than September 2, 2008 and postmarked no later than January 5th, 2009. HGTV will not be able to acknowledge receipt of your application.

11. All applications (including all materials submitted in connection with each application or submitted as supplemental materials requested by HGTV and/or Producer) will not be returned and will become the property of HGTV, which shall have the sole and exclusive right to use the applications in any manner throughout the universe in perpetuity, as set forth in greater detail in the Release.

12. Only one (1) application per person will be accepted. Applicants who submit more than one (1) application will be disqualified. Applicants may not enter in pairs or teams; they may only enter as individuals.

13. From among all the completed applications HGTV receives, staff and consultants of HGTV 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 HGTV on-air personality. We will be looking at personality, style, presence, ability to talk

about design and decorating, ability to design and decorate, knowledge of design and decorating, and overall performance among other related factors. We will select approximately ten (10) semi-finalists (collectively, the "Semi-Finalists" and each individually a "Semi-Finalist"). Semi-Finalists must be willing, if requested by HGTV and/or Producer, to (1) submit additional examples of their work to HGTV for evaluation; (2) participate in one or more telephone interviews with HGTV or the Producers; (3) provide additional videotape of themselves or other materials as may be requested by HGTV or the Producers; (4) be interviewed in person in a major city (at HGTV's expense) that may or may not be near applicant's home or region of the country; (5) be available between the approximate dates of December 3, 2008 and February 26, 2009 (final dates subject to change) for the taping of a 2 minute (finished) profile of themselves and their work by Producer; and/or (6) make available any room or residence in which their work is displayed with full knowledge that its owner(s) will be required to sign a release and waiver giving their legal consent for taping on their property. Semi-Finalists who do not comply with these or other instructions of HGTV will be disqualified.

14. Approximately ten (10) two (2) minute profiles of the Semi-Finalists will be posted on HGTV.com.

15. In order for Semi-Finalists to become one of the potential final contestants in the Program (collectively, the "Finalists", and each individually a "Finalist"), in addition to complying with the requirements in Section 13, you must be willing travel to (i) a location or locations to be determined by HGTV for a 6 week period between approximately February 26 – April 30, 2009 (final dates subject to change) for the taping of the Program (at HGTV's expense); (ii) selected locations on selected dates for a media tour in connection with the Program's premiere and promotion of the Program. HGTV will furnish Finalists with economy class air transportation, overnight accommodations (which may involve one of more Finalists sharing living quarters) and/or standard class hotel accommodations (room rate and tax only) as determined by HGTV or Producer, and a per diem while traveling for the Program. Applicants who will not be available for all dates requested by HGTV will be disqualified. Please note: If you are under consideration as a potential Finalist, you will be asked to provide a design makeover on very short notice. Please begin planning as soon as possible.

16. Finalists will travel to various locations to participate in a design-based reality competition testing their performance, personality, level of skill, knowledge of design and decorating, and their general ability to be an HGTV television designer and/or host. These challenges will entail long days (e.g., 10 to 12 hours) 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 HGTV or Producer; non-compliance with such instructions, directives, and schedules will result in disqualification.

17. All applicants acknowledge and agree that if they are selected as one of approximately ten (10) Finalists who will have their profiles posted on HGTV.com they will be required to enter into a release and agreement with HGTV prior to having their profiles taped that will (i) render applicant exclusive to HGTV for a pre-determined period of time (meaning that applicant would not, among other limitations, be able to appear on any other broadcast or cable television programming or make public appearances or

publish a design related book without HGTV's express written permission in each circumstance); (ii) give HGTV the option, at HGTV's sole election, to exercise the right to have applicant appear as a host, co-host, or contributor to HGTV programming or use applicant's name, image, and/or likeness in HGTV programming or in merchandising or in other ancillary media (including a design related book at a rate of compensation and in accordance with such terms and conditions that shall be determined by HGTV in its sole discretion); and (iii) limit applicant's ability to enter into commercial endorsements. The Finalist who is selected as the winner will receive a contract to render services as the host, co-host, or contributor to an HGTV limited series, the selection of which shall be at the sole discretion of HGTV, on terms and conditions to be determined by HGTV in its sole discretion.

18. Applicants will be ineligible if, as of September 2, 2008, 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 HGTV. If you are selected as a Finalist, you will be required to provide evidence in a form that is satisfactory to HGTV in its sole discretion that any such agreements or contracts will not prohibit or limit in any way a Finalist's obligations to HGTV, as set forth herein, and in accordance with such other directives of HGTV.

19. 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 hammers, saws, ladders, and other equipment used in a room makeover) may expose applicant and other participants to the risk of death, serious injury, illness, disease, and/or property damage. Applicants must be willing and able to participate in physical activities related to working and performing in design challenges (including, but not limited to, use of hammers, saws, ladders, and other equipment used in a room makeover), on location, on television sets, and the like. Applicants must sign a release attesting to the fact that the applicant understands and knowingly and willingly agrees to assume such risks. Applicants understand that by submitting this participant application (the "Participant Application"), applicants acknowledge that they accept and assume all risks known or unknown of any nature (including, without limitation, the foregoing) that may arise in any way from or relate to applicant's participation in the selection process for and/or participation in the Program. The releases contained herein shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements of this nature.

20. Each applicant acknowledges, understands, and agrees that HGTV and/or Producer may disclose any information contained within or derived from his or her 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, design, television, the media, and the like (collectively, "Personal Information"). Applicant acknowledges and agrees that HGTV and/or Producer may reveal such Personal Information to third parties in the course of the application process and/or the Program and that applicant releases, discharges, and holds harmless the Released Parties (as defined above) from any and all claims and damages arising from such compilation or disclosure of Personal Information.

21. Each applicant acknowledges, understands, and agrees that he or she, if chosen as the winner of HGTV Design Star and/or 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 and that such 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.

22. 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. Applicants are required to sign Releases to this effect.

23. 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.

24. 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 HGTV'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 HGTV's request.

25. All applicants who are selected as Finalists must complete and timely return the "Finalist Package," which may include, among other documents: a General Release and Indemnity Agreement; Confidentiality Agreement; Finalist Agreement, and General Exclusivity Agreement (all forms will be furnished to the Finalists). By signing these documents, each Finalist will agree to assume the risk of any and all injury, illness, damage, loss, or harm to Finalist's person or property of any kind, howsoever caused, arising from or relating to the submission of a Participant Application, the selection of Finalist, and/or Finalists' participation in the Program, and/or the production and/or exploitation of the Program. We reserve the right to ask any additional needed questions.

26. All applicants who are selected as Finalists will be required to meet all physical and psychological requirements, as determined by HGTV in its sole discretion.

27. Finalists shall treat all information and materials received or acquired about the Released Parties, the selection process and/or the Program, as strictly confidential and shall not disclose or otherwise disseminate any such information to any third party. Finalists must sign a Confidentiality Agreement in the form presented by HGTV.

28. Upon HGTV's request, all Finalists and the winner must agree to sign any additional releases or authorizations that HGTV, in its sole discretion, deems necessary.

29. The Design Star winner and Design Star Finalists must report and be available to participate in the Program at all times and places as HGTV or Producer shall designate.

30. All decisions related to the selection of the Finalists, the Design Star 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 HGTV and/or the Producer, are not appealable, and are subject to change at HGTV's sole discretion. At any time HGTV reserves the right to disqualify an applicant, to modify these requirements or any aspect of the Program as it deems necessary, and to cancel the production and development of the Program or any programming contemplated hereunder.

31. Applicant shall not have any right to seek any injunctive or equitable relief whatsoever against the Program, the Released Parties (expressly including HGTV and Producer), or in connection with any other production of the Released Parties (expressly including HGTV and Producer).