

# HGTV DESIGN STAR OFFICIAL APPLICATION

PLEASE READ RULES/ELIGIBILITY REQUIREMENTS BEFORE COMPLETING THIS APPLICATION.

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.

## I. General Information

Name: \_\_\_\_\_

Have you ever formally or otherwise changed your name? If so, what other names have you used?: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Daytime telephone #: \_\_\_\_\_ Evening phone #: \_\_\_\_\_

Cell phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

What is the best time of day to contact you by phone?: \_\_\_\_\_

Weekday? \_\_\_\_\_ Weekend? \_\_\_\_\_

Social Security #: \_\_\_\_\_ Drivers license# \_\_\_\_\_

Are you a legal resident of the United States? YES NO

How did you hear about our search for HGTV Design Star? HGTV on-air spot \_\_\_\_\_

HGTV website \_\_\_ Radio \_\_\_ Other, please explain \_\_\_\_\_

What is your occupation? \_\_\_\_\_

Are you currently:

\_\_\_ Working Full Time \_\_\_ Unemployed \_\_\_ Working Part Time \_\_\_ Student \_\_\_

Have you ever been on television before or are you currently? If so, in what capacity, where, and when? \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

Please list any of your websites, Myspace, or Facebook accounts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## II. Let's Talk About Design and Decorating

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?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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!**

\_\_\_\_\_

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**III. What We Need From You**

All participants must provide the following documents and materials when submitting your application. Failure to do so will result in delaying the processing of your 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 purposes – PLEASE REFER TO THE TAPE SUBMISSION LETTER**
- **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 social security card AND birth certificate**

I acknowledge that all the information provided on this questionnaire is true and accurate, and any false or misleading information submitted herein is grounds for my immediate elimination from consideration. This questionnaire 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 questionnaire, HGTV has no obligation to accept me and my selection and participation in “HGTV Design Star” is in no way guaranteed, as submission of an application is merely for the purpose of evaluating potential participants. I acknowledge that I have read and fulfill the eligibility requirements.

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

Mail The HGTV DESIGN STAR 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

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

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## HGTV DESIGN STAR OFFICIAL APPLICATION

### HGTV DESIGN STAR RELEASE AND WAIVER

I, (Print Your Full Name) \_\_\_\_\_, hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for HGTV DESIGN STAR (the "Program") and the instructions of Scripps Networks, LLC d/b/a HGTV ("HGTV"), its employees, 495 Productions, Inc. ("Producer"), and consultants; (ii) I have answered and will answer all questions posed to me in connection with my 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, HGTV and Producer will have no 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 application, I hereby consent to the recording, use, and reuse by HGTV and/or any of its respective licensees, assigns, parents, agents, subsidiaries, or affiliated 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 throughout the universe in perpetuity. I agree that the Releasees may use all or any part of my Likeness and may alter or modify it. I further agree that the Releasees shall exclusively own any application materials (videos, photographs, etc.) that I may have provided in connection with my 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 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 throughout the universe in perpetuity. I further 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 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 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 and/or publicity and any claims based on defamation or libel or false light). 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 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. I understand that HGTV or Producer makes no 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 between us. In this regard, I further agree and acknowledge that:

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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 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, 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, if HGTV has not previously paid for similar use, an amount equal to a standard fee in the cable television industry for such material or performance), 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 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, or affiliated 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 states 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 \_\_\_\_\_ 2008

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_