

## The CW's Untitled Reality Fashion Magazine Program

### PARTICIPANT APPLICATION

**Please read the preceding Eligibility Requirements before completing this application.** The Eligibility Requirements contain important instructions regarding the videotape, photographs and other items, which must accompany any submitted participant application, as well as submission guidelines for your application package. And remember, above all else, you must BE HONEST! Any answer may be verified for accuracy. Don't answer a question hoping to give us the answer we "want" to hear.

#### Section I: The Basics

1

First Name

Middle Name

Last Name

2

Have you ever formally or otherwise changed your name or used an alias or another name? If so, what other names and/or aliases have you used?

3

Age (as of today)

PLEASE NOTE: Applicants must be between the ages of 18 and 28 at the time of this application

Date of Birth (Month/Day/Year)

4

Gender:      M\_\_\_\_\_      F\_\_\_\_\_

5

Social Security Number

Driver's License Number

6

Are you a United States citizen? Yes/No

Do you have a current United States passport (PLEASE NOTE: Participants on the show may be required to travel internationally)? Yes/No

If yes, expiration date:

7

Home Street Address

City

State

Zip code

Permanent Address

City

State

Zip code

8

Phone (Daytime)

Phone (Evening)

Cellular (If any)

Pager (If any)

9

E-mail Address (If you don't have one, tell us why you don't.)

10

Name, Phone Number, and Address of Closest Friend

11

Name, Phone Number, and Address of Nearest Relative

12

Name and Phone Number of an Emergency Contact and relationship to you

13

Do you have a homepage on the Internet (including myspace, facebook and similar profiles)? If so, list all.

14

Marital Status (Circle one of (a) through (g) and answer each of the accompanying questions as applicable)

(a) SINGLE

(b) BOYRIEND/GIRLFRIEND

How long?

(c) MARRIED

How long?

How many times?

(d) NOT MARRIED, BUT LIVE W/SIGNIFICANT OTHER

How long?

(e) SEPARATED

How long?

(f) DIVORCED

How long?

How many times?

(g) WIDOWED

How long?

14a

If you are married or in a relationship, how would you rate your relationship on a scale of 1-10? Please explain.

14b

If you are married or in a relationship, how will your partner feel about the potential two-month separation?

15

What is the highest level of education you've completed? (Circle one)

- (a) NO SCHOOLING
- (b) HIGH SCHOOL
- (c) ASSOCIATE COLLEGE DEGREE
- (d) BACHELOR'S COLLEGE DEGREE
- (e) MASTER'S COLLEGE DEGREE
- (f) PROFESSIONAL OR DOCTORAL DEGREE

16

What school(s) did you attend? (Include the city and state)

17a

Are you a professional performer within the entertainment industry? If so, what do you do?

17b

Do you have any acting, singing or performing aspirations? If so, tell us your wishes and goals.

17c

Have you ever appeared on television? If so, in what capacity did you appear and when? Did you appear on national television?

17d

Have you ever written for any magazines, newspapers, websites, etc? If so, which magazines and in which issue?

17e

Have you ever been represented by a manager or agent? If so, please specify what the representation covered (*e.g.*, modeling or acting).

18

Have you ever been arrested? If so, tell us about it (include dates, city & state).

19

Have you ever been charged with a crime? If so, tell us about it (include dates, city & state).

20

Have you ever been convicted of a crime? If so, tell us about it (include dates, city & state).

21

Have you ever had a restraining order issued against you? If so, tell us about it (include dates, city & state).

21a

Have you ever had a restraining order issued against someone else? If so, tell us about it (include dates, city & state).

22

Are you involved in any pending litigation? If so, tell us about it (include dates).

## **Section II: Your Fashion, Your Style, Your Words**

23

Why would you be the ultimate assistant in the fashion industry?

24

What (if any) fashion jobs have you had?

25

What is more important, what you wear or how you wear it?

26

What about fashion excites you?

27

What one innovative action or way of covering fashion would you bring as a top editor?

28

What would be your dream day as a top editor?

29

If you were a top editor, what would your creativity bring that is unique to any other magazines? Be as detailed as possible.

30

Who is your ideal boss?

31

What is the hardest part about being an assistant?

32

What was the worst job assignment or thing that you have had to do as an assistant?

33

How would your friends describe your style?

34

What steps have you taken to reach your career goals within the fashion industry?

35

What do you do to keep up with the latest fashion trends?

36

What designer clothes would you not be caught dead in?

37

Have you EVER been fired? If so, please explain.

38

What is your ultimate goal in the area of fashion?

39

What are your top 3 fashion magazines?

40

Do you have any writing or journalistic skills?

41

What's your definition of a fashionista/o and what makes you one?

42

Who's the worst dressed public figure? And how would you make them over?

43

What 5 adjectives best describe your sense of style?

44

Describe a celebrity who you think has little or no fashion sense and why?

45

Describe yourself as those around you see you?

46

Who is your top fashion icon? What do you admire about him/her?



47

What fashion trend do you think should have never existed? Why?

48

What have you done if anything, to prepare yourself for a future as a fashionista/o?

49

What character in the movie *The Devil Wears Prada* do you most relate to and why?

50

Looking back at your old pictures, what is the worst fashion faux pas you've ever made and what were you thinking?

51

Why do you think you deserve to be on the show?

### **Section III: Family & Lifestyle**

52

Do you have any children? If so, please list their name(s) and age(s).

53

Regardless of your marital status, describe your ideal romantic partner.

54

Describe your relationship with your mother.

55

Describe your relationship with your father.

56

How do you deal with challenges and adversity?

57

What is your current occupation?

58

Are you a student? If so, tell us about your major or course of study.

59

What is your favorite food?

60

Do you smoke? If so, what do you smoke and how often?

61

Do you drink alcohol? If so, how often do you drink and how much?

61a

How often do you get drunk? How do you act when you get drunk?

62

What are your thoughts on religion?

63

Are politics important to you? How often do you vote?

64

Have you had any particularly interesting occupations in your past?

65

Do you have any pets? If so, please list their name(s) and type(s).

66

Are you a vegetarian? Do you have any food limitations (e.g. allergies, religious, etc.)?

67

Have you ever lived with roommates?

68

What's your favorite TV show?

69

What's your favorite movie?

70

What kinds of music do you like best?

71

What magazines do you read?

72

Do you belong to any affiliations or organizations?

73

Do you have any body art (piercings, tattoos, etc.)? If so, please describe them.

74

What's your favorite sport to play? ...to watch?

75

What do you love most about your self?

76

What do you hate most about your self?

77

Think of a celebrity who you really don't like. What is it that you don't like about them?

78

What's your favorite color? Why?

79

What's your favorite animal? Why?

80

What's the most adventurous thing you've never done but always wanted to?

#### **Section IV: Medical & Psychological**

81

Have you been treated for any serious physical or mental illnesses within the last five (5) years?  
(Circle one)

(a) YES

(b) NO

82

If you answered "yes" in Question 78, please describe in detail, indicating dates, diagnoses and any ongoing treatments or difficulties.

83

Please list any allergies you have (medications, food, hay fever, dust, etc.) and your current treatment for them (if any).

84

Have you ever been diagnosed with, or treated for, alcoholism or any other drug-related addiction? If so, please provide more details, including how long you've been in recovery, if that's the case.

85

Do you have a temper? How often do you lose your temper? What provokes you?

86

How do you deal with anger?

87

How do you deal with someone who intimidates you?

88

When was the last time you hit, punched, kicked, or threw something in anger? Please provide details.

## **Section V: Your Chance to be Creative**

89

List three adjectives that best describe you.

90

If you could hold any political office, what would it be and why?

91

What is the accomplishment you are most proud of?

91a

What are you most ashamed of, either now or in your past?

92

Describe your perfect day.

93

Who is your hero and why?

94

List three (3) items you would take with you into the house if allowed and why?

95

Have you ever been to a nude beach? If so, what was it like?

96

Finish this sentence: "My life's motto is..."

97

What would you do if this show made you famous?

98

What types of people would you choose to have living with you in the house?

99

What types of people would you NOT choose to live with you in the house?

100

What would irritate you about living in a house with nine to eleven other people?

101

What do you think would be the most difficult part of living in the house? Explain.

102

Do you have a strategy for winning the competition?

103

Aside from winning your dream job, what do you hope to gain from being selected as the winner of the show?

104

Is there anything else you'd like to tell us about yourself and why you think you'd make a great participant for this show and housemate? Try to differentiate yourself and be creative!



105

Have you ever applied for and/or appeared on any other reality TV shows, dating shows or game shows?

106

How did you hear about the show?

## RELEASE AND WAIVER

Please Print Your Full Name: \_\_\_\_\_

### **Please read, fill out, sign, and date the following:**

I have listed below, to the best of my knowledge, (i) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of The CW Network (the "Network"), CBS Corporation ("CBS"), Ten By Ten Entertainment ("TBTE"), Bankable Productions, Inc. ("BPI"), the production entity of the Program ("Producer"), Pottle Productions, Inc. ("Pottle"), and/or any of their respective licensees, assignees, partners, parents, or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

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I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for Untitled Reality Fashion Magazine Program (the "Program"); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete, it may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program participant, if previously selected as a participant; (iv) Even if I meet the eligibility requirements, the Network, Producer, Pottle, CBS, BPI, TBTE, and/or any of their respective licensees, assignees, partners, parents, or affiliated or subsidiary companies have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a participant; (v) Even if I am selected as a participant, the Producer has no obligation to produce the Program and the Network has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producer has no obligation to award any prize money, (vii) All of Producer's decisions concerning selection of the participants, the elimination of participants on the Program and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producer shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a participant.

By submitting this application, I hereby consent to the recording, use and reuse by Producer of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion and exploitation (in any form or media) thereof. I agree that Producer 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 Producer exclusively owns any application materials (videos, photos, etc.) that I may have provided in connection with my application for or participation in the Program and any photos and video or recordings of any kind that Producer will make of me in connection with the Program and my application therefor (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 worldwide, in perpetuity. Without limiting the foregoing in any

way, I further agree that the Producer may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program 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 Producer, the Network, CBS, Pottle, TBTE, BPI, and/or any of their respective licensees, assigns, parents, partners, subsidiaries or affiliated entities and each of the employees, agents, officers and directors of the foregoing entities (collectively "Releasees") from any and all liability arising out of the use of my Likeness and/or the Materials. I agree not to make any claim against 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 the Producer, and have the complete, unfettered right to grant to the Producer, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producer makes no representation that such Materials will or will not be used in any way. Any of the rights granted herein may be exercised by the Producer and their respective authorized agents, licensees, contractors, partners, successors and assigns. I understand and agree that the Network and Pottle are third party beneficiaries to this agreement, and I acknowledge and agree that my performance of any obligations under this agreement is intended to benefit the Network and Pottle.

#### CHOICE OF LAW

This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and performed entirely within the State of California. Subject to the arbitration provision below, any action, proceeding or litigation concerning this agreement or my appearance or participation in the Program may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding.

#### **RESOLUTION OF DISPUTES/BINDING ARBITRATION.**

**THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES (REGARDLESS, BY WAY OF EXAMPLE ONLY, WHETHER SUCH DISPUTES OR CONTROVERSIES ARE BETWEEN PRODUCER AND/OR THE NETWORK OR ANY OTHER TELEVISION NETWORK, ON THE ONE HAND, AND ME, ON THE OTHER HAND; BETWEEN ANOTHER PARTICIPANT AND ME; OR BETWEEN ME AND THE PROGRAM HOST) ARISING UNDER THIS AGREEMENT OR ANY OF ITS TERMS, ANY EFFORT BY ANY PARTY TO ENFORCE, INTERPRET, CONSTRUE, RESCIND, TERMINATE OR ANNUL THIS AGREEMENT, OR ANY PROVISION THEREOF, AND ANY AND ALL DISPUTES OR CONTROVERSIES RELATING TO MY APPEARANCE OR PARTICIPATION IN THE PROGRAM, SHALL**

**BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) PRODUCER AND/OR NETWORK, ON THE ONE HAND, AND I, ON THE OTHER HAND, SHALL MUTUALLY SELECT AN ARBITRATOR, WHO SHALL BE A RETIRED JUDGE OF A STATE OR FEDERAL COURT OR (II) IF WE CANNOT AGREE ON SUCH ARBITRATOR, PRODUCER AND/OR NETWORK ON THE ONE HAND, AND I, ON THE OTHER HAND, SHALL EACH SELECT ONE ARBITRATOR, WHO SHALL BOTH BE RETIRED JUDGES OF STATE OR FEDERAL COURTS AND THOSE TWO ARBITRATORS SHALL THEN SELECT A THIRD ARBITRATOR, WHO SHALL BE A RETIRED JUDGE OF A STATE OR FEDERAL COURT. ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES, THROUGH ITS LOS ANGELES, CALIFORNIA OFFICE. THE PARTIES HERETO AGREE THAT THE ARBITRATOR'S RULING, OR ARBITRATORS' RULING, AS APPLICABLE, IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE. THE PARTIES HERETO 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 TO ANY THIRD PARTY TO SUCH PROCEEDINGS, EXCEPT THE ARBITRATOR(S) AND THEIR STAFF, THE PARTIES' ATTORNEYS AND THEIR STAFF, AND ANY EXPERTS RETAINED BY THE PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH OR IN ANY OF THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION SHALL PREVENT PRODUCER, POTTLE OR THE NETWORK FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, INCLUDING BUT NOT LIMITED TO EQUITABLE AND/OR INJUNCTIVE RELIEF, PENDING THE ARBITRATOR'S FINAL DECISION.**

#### MISCELLANEOUS

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Producer and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producer. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producer. No waiver by the Producer of any term or condition of this agreement will be construed as a waiver by the Producer of any other term or condition; nor will any waiver by the Producer of

any default under this agreement be construed as a waiver by the Producer of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Producer, the Network and/or Pottle may freely assign, in whole or in part, any of their respective rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_

Signature: \_\_\_\_\_

Name (Please print or type): \_\_\_\_\_