2017 WOMEN'S HEALTH NEXT FITNESS STAR CASTING CALL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS CONTAIN A RELEASE AND ARBITRATION PROVISIONS.

NO PURCHASE OR PAYMENT IS NECESSARY. VOID WHERE PROHIBITED. THIS IS A CASTING CALL OF SKILL BASED ON JUDGING CRITERIA OF THE ABILITY OF ELIGIBLE PARTICIPANTS TO DEPICT AND DESCRIBE, IN THE JUDGES' SOLE DISCRETION, THE BEST NEXT FITNESS STAR CHARACTERISTICS. ONLY ELIGIBLE PARTICIPANTS MAY ENTER. DO NOT ENTER IF YOU ARE MALE, RESIDE OUTSIDE THE GEOGRAPHICAL AREA, ARE UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, ARE A MEMBER OF ACTRA, SAG-AFTRA OR ANY OTHER ANY PERFORMER'S GUILD OR UNION, ARE A PREVIOUS NEXT FITNESS STAR, OR DO NOT OR CANNOT AGREE TO FULLY COMPLY WITH THE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SPONSOR AND GOVERN YOUR PARTICIPATION IN THE CASTING CALL. SUBMISSION AND/OR PARTICIPATION IN THE CASTING CALL CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES. THE CASTING CALL IS GOVERNED BY THE OFFICIAL RULES, AND SUBJECT TO ALL APPLICABLE U.S. FEDERAL, STATE AND LOCAL LAWS.

1. CASTING CALL OVERVIEW: Sponsor (defined in Section 16) is conducting the "2017 Women's Health Next Fitness Star Casting Call" (the "Casting Call"), which is governed by these "2017 Women's Health Next Fitness Star Casting Call Terms and Conditions" ("Terms and Conditions"). The Casting Call invites Eligible Participants (defined in Section 3) to describe why they are the "Next Fitness Star" (defined below) by submitting a Submission (defined in Section 4.1) during the Casting Call Period (defined in Section 2) so that Sponsor can identify one (1) Finalist (defined in Section 5.2.b) to participate in a potential Women's Health Next Fitness Star a video, a DVD, video and/or video series, webisodes, webcasts, programs, events, projects, endorsements, talent agreements, and/or management agreement, as identified by Women's Health in its sole and absolute discretion. The "Next Fitness Star" is a top Finalist who has a revolutionary/unique/fresh workout concept, fitness ability and/or aptitude, market appeal, user and/or follower-base, and personality, and is appealing to the Women's Health's audience. The Casting Call consists of five (5) Casting Call phases. The first phase will run from on or about December 20, 2016 to on or about 5:00 p.m. ET, February 24, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, during which time Eligible Participants can submit Submissions by following the Submission Process and complying with the Submission Requirements ("Phase One"). The second Casting Call phase will run from on or about February 27, 2017 to on or about March 13, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, during which time Sponsor will review the Submissions and identify five (5) Eligible Participants to participate in the third Casting Call phase ("Phase Two"). The third Casting Call phase will run from on or about March 27, 2017 to on or about April 17, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, during which time Finalists shall participate in the photo and/or video shoot(s) described in these Terms and Conditions ("Phase Three"); certain photos, information and material from the Finalists' Submissions and/or from the photo and/or video shoots may be posted or displayed on www.whnextfitnessstar.com (the "Website") or any other media, Sponsor website(s) or digital or social media platforms, selected by Sponsor within Sponsor's sole and absolute discretion. The fourth Casting Call phase will run from on or about June 20, 2017 to on or about August 1, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, during which time readers of the online community can vote for their favorite Finalist ("Phase Four"). The fifth Casting Call phase will run on or about August 1, 2017 to on or about August 7, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, during which time Sponsor shall select, from among the Finalists, one (1) Finalist to be the Next Fitness Star. Phase One, Phase Two, Phase Three, Phase Four, and Phase Five are collectively referred to as the "Casting Call Phases". The Casting Call is only open to Eligible Participants, as determined by Sponsor in its sole discretion.

- 2. <u>CASTING CALL PERIOD</u>: The Casting Call begins on or about December 20, 2016 and on or about August 7, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion (the "Casting Call Period"). Eastern Time shall control for all purposes of the Casting Call and Sponsor's clock shall be the official timekeeper.
- 3. CASTING CALL ELIGIBILITY: To be eligible to submit a Submission and participate in the Casting Call, you must: (i) be female; (ii) be a legal resident of one of the 50 United States or District of Columbia, EXCLUDING RESIDENTS OF GUAM, PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS, CANADA AND ALL OTHER COUNTRIES (the "Geographical Area"); (iii) be at least eighteen (18) years of age or older and the age of majority in your state, province, jurisdiction or territory of residence at the time of submitting your Submission; (iv) not have been charged or convicted with any state or federal crime nor engaged in any conduct of moral turpitude; (v) not be a member of ACTRA, SAG-AFTRA, or any other performer's guild or union; (vi) submit a Submission that complies with all Submission requirements, is complete and contains truthful and accurate information, statements, or materials, and does not contain any false or misleading information, statements or materials; (vii) not be an employee of Sponsor and/or have, within one year prior to the start date of the Casting Call, performed services for Sponsor or any of their respective subsidiaries, affiliates and successor companies or any organizations responsible for fulfilling, administering, advertising or promoting the Casting Call or supplying any of the consideration, and the immediate family and household members of such individual; (viii) agree to and fully comply with the Terms and Conditions; and (ix) agree to fill out, sign/execute and agree to all of the terms and conditions of Sponsor's required forms and agreements, including, but not limited to, Affidavit and Release (defined in Section 5.2.b), confidentiality agreements, and the Agreements (collectively, the "Eligible Participant" or "Eligible Participants"). "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Canadian residents, to win, must first correctly answer, unaided, a time-limited mathematical skill testing question administered by mail. The Casting Call is only open to Eligible Participants who fully comply with the Terms and Conditions ("Eligibility Requirements"), as determined by Sponsor within its sole and absolute discretion. By entering into the Casting Call, you agree to be bound by the decisions of Sponsor, whose decisions shall be binding and final in all respects.
- ALL FORMS, RELEASES, AFFIDAVITS AND RELEASES, CONFIDENTIALITY AGREEMENTS AND RELEASES, AND AGREEMENTS AND ANY OTHER DOCUMENTS MUST BE FILLED OUT COMPLETELY, ACCURATELY, AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORMS, AFFIDAVITS, CONFIDENTIALITY AGREEMENTS AND RELEASES, AND/OR AGREEMENTS, AND/OR PROVIDE ANY INACCURATE, FALSE OR MISLEADING INFORMATION, STATEMENTS OR MATERIALS, OR IF YOU FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE CASTING CALL AND NOT BE ELIGIBLE TO BE SELECTED AS THE NEXT FITNESS STAR.
- **4.** <u>CASTING CALL SUBMISSION PROCESS AND SUBMISSION REQUIREMENTS</u>: Eligible Participants must comply with the submission process during Phase One ("Submission Process") and the submission requirements throughout the Casting Call Period ("<u>Submission Requirements</u>").
- **4.1 SUBMISSION PROCESS:** To submit a submission and participate in the Casting Call, during Phase One Eligible Participants may go to the Website, follow the instructions, and perform all of the following: (i) completely fill out all the required fields on the submission form, including, but not limited to, first and last name, complete home address, daytime telephone number (including area code), date of birth, gender, and email address (the "Submission Form"); (ii) completely answer all questions within the Women's Health Next Fitness Star Survey (the "Survey"); (iii) photograph or have photographed your face and your full body, and upload the photo of your face and of your body to the Website by following the instructions on the Website ("Photo"); (iv) film, videotape, or record or have filmed, videotaped, or recorded in video format a short personal video of 3 to 5 minutes in duration that depicts you performing a sample of your unique workout (the "Submission Video") and upload the Submission Video to a YouTube.com video link available on the Website; and (v) create a short biography in 250 words or less and a written description of the Submission Video that describes in 250 words or less why it is unique and what it is supposed to achieve, along with a written explanation in 100 words or less of why you think you

are the Next Fitness Star (collectively, the "**Essay**"). The Submission Form, Survey, Submission Video and Essay are collectively referred to as the "**Submission**" or "**Submissions**". ALL SUBMISSIONS MUST BE RECEIVED BY 5:00 P.M. ET ON FEBRUARY 24, 2017.

4.2 GENERAL SUBMISSION REQUIREMENTS: Submissions or Votes (defined in Section 5.2.d) that are forged, altered, mechanically reproduced or generated by any devices, macros, bots, and/or other programs and/or software and/or any automated means or mechanisms will not be accepted and will be void. Use of any automated system, software, techniques or practices to participate is prohibited and will result in disqualification and all such Submissions will be deemed void. If you enter using a mobile device, standard data charges may apply from your carrier. Submissions will not be acknowledged or returned. Limit of one (1) Submission per person/Eligible Participant per email address throughout Phase One. Submissions by the same person in excess of the limits stated herein will be disqualified. Submissions submitted to the Website will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. SUBMISSIONS SHALL NOT BE EDITED BY SPONSOR (EXCEPT FOR FORMATTING PURPOSES) AND ARE THE VIEWS/OPINIONS OF THE ELIGIBLE PARTICIPANT AND DO NOT REPRESENT THE VIEWS OF SPONSOR IN ANY WAY.

All Submissions must be consistent with Sponsor's image and reputation. Submissions cannot, as determined by Sponsor within its sole and absolute discretion: (i) be offensive, obscene, or inappropriate; (ii) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, or pornographic, contain nudity or any dangerous activity: (iii) include any trademarks, service marks, logos, or copyrights or other materials not owned by the Eligible Participant or used without the owner's permission, in a form acceptable to Sponsor, if requested; (iv) use another person's name, image, likeness, or other identifiable feature without such person's permission in a form acceptable to Sponsor, if requested; (v) include any celebrities or public figures; (vi) contain profanity, sexual content; content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), or that promotes violence, hate, or harm to another or any animal, or any other offensive, obscene, or inappropriate content; (vii) defame, slander, misrepresent, or contain disparaging remarks about other people, companies, or businesses including, but not limited to Sponsor; (viii) make threats of any kind, harass, bully or intimidate another; (ix) contain materials personifying the names, likenesses, photographs, or other identifying elements of any person, living, or dead without permission in a form satisfactory to Sponsor, if requested; or (x) violate any applicable federal, state or local laws.

Your family and/or guests may need to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. If you advance in the Casting Call, you will be required by Sponsor to fill out, sign and agree to all of the terms and conditions of additional forms, including, but not limited to, the Release, the Affidavit and Release, Confidentiality Agreement and Release, and the Agreements or any other documents or agreements.

5. SELECTION CRITERIA, CASTING CALL PHASES, AND CASTING CALL REQUIREMENTS:

- **5.1 SELECTION CRITERIA:** Submissions selected based on the following criteria: the Submissions that best depict, reflect, embody and describes the Eligible Participant who is the "Next Fitness Star": a revolutionary/unique/fresh workout concept, fitness ability/aptitude, market appeal, user/follower-base, and personality, and is appealing to Women's Health's audience.
- **5.2 CASTING CALL PROCESS:** The selection process for the Finalists and the Next Fitness Star during the applicable Casting Call Phases will involve the following.
- a. <u>Phase One</u>: From on or about December 20, 2016 to on or about 5:00 p.m. ET, February 24, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion,

Eligible Participants can submit Submissions by following the Submission Process and complying with the Submission Requirements. After submitting a Submission to the Website, relevant portions of Submissions received may be profiled on the Website.

- b. Phase Two: On or about February 27, 2017 to on or about Marchm13, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, Sponsor, from among all Submissions submitted by an Eligible Participant who satisfies the Eligibility Requirements, will review the Submissions and identify five (5) Eligible Participants to participate in Phase Three of the Casting Call to be the Next Fitness Star ("Finalist" or "Finalists"). Sponsor may request that Eligible Participants selected by Sponsor within its sole and absolute discretion participate in interviews for Sponsor to identify the Eligible Participants who will be a Finalist and all Eligible Participants agree to participate in any requested interviews. On or about March 13, 2017 or such other date as identified by Sponsor within its sole and absolute discretion. Sponsor will notify those Eligible Participants who were selected as a potential Finalist by email or telephone, using the information provided on the Submission ("Finalist Notification"). After potential Finalist receive the Finalist Notification, such potential Finalist will then have one (1) day to respond to Sponsor's notification to confirm potential Finalist will participate in Phase Three of the Casting Call ("Finalist Confirmation"). Sponsor will send to each potential Finalist by email or by postal mailing and/or Federal Express, at the email address and/or home address provided on the Submission, an Affidavit of Eligibility, Release of Liability, Confidentiality Agreements, and Appearance Release ("Affidavit and Release"), unless prohibited by law, and any other forms, documentations or agreements that Sponsor requires (the "Affidavit Materials"). In order to move to Phase Three, the potential Finalist must sign and return to Sponsor a notarized Affidavit and Release along with any Affidavit Materials within three (3) days from the date Sponsor provides the Affidavit and Release. In the event: (i) a potential Finalist does not want to participate in Phase Three and the remaining Casting Call Phases: (ii) a potential Finalist cannot be reached for whatever reason based on the information stated in the Submission; (iii) a potential Finalist fails to comply with the above or within any of the aforesaid time periods; (iv) a potential Finalist is found to be ineligible to participate in the Casting Call; (v) a potential Finalist cannot or does not comply with the Terms and Conditions; (vi) a potential Finalist Notification is returned as undeliverable for whatever reason; or (vii) a potential Finalist fails to fulfill the Affidavit and Release or Affidavit Materials related obligations, said potential Finalist shall be disqualified from the Casting Call. After Sponsor receives Finalist Confirmation and confirms compliance with the Terms and Conditions, including return of the Affidavit and Release and any Affidavit Materials, the potential Finalist shall be required, if requested by Sponsor, to provide any additional information and undergo Screenings (defined below in the Casting Call Requirements). After complying with all of the foregoing and successful Screenings, the potential Finalist will be an official Finalist and can proceed to participate in Phase Three.
- c. Phase Three: During Phase Three, Finalists shall: (i) participate in a photo and/or video shoot tentatively scheduled between March 27, 2017 to on or about April 17, 2017 or such other dates and times as may be determined by Sponsor within its sole and absolute discretion, in New York, New York at a time and location to be identified by Sponsor in its sole discretion, during which time each Finalist shall perform, demonstrate and instruct the workout/fitness content depicted in her Submission Video and such performance, demonstration and instruction of the content from the Submission Video by each Finalist will be recorded, videotaped, filmed, and/or photographed by Sponsor or its contractors or subcontractors to create one (1) short video per each Finalist and photographs for use by Sponsor; (ii) develop, create and provide to Sponsor with five (5) units of new, original fitness custom content consisting of workouts, poses, fitness or exercise plans, techniques, programming, and other materials, of five to ten minute in duration ("Finalist Content"), which Finalist Content will be recorded, photographed, videotaped or recorded by Sponsor in Finalist's place of residence or such other location identified by Sponsor, and submitted to Sponsor the week of on or about June 1, 2017 to create videos ("Workout Videos") that shall be organized and/or edited by Sponsor and displayed on video gallery or galleries on the Website; (iii) participate in all Casting Call Phases of the Casting Call; (iv) participate in Women's Health events, programs, photo and/or video shoots, publicity appearances, perform/conduct/instruct fitness classes and such other activities as may be requested by Women's Health; (v) attend and teach a workout group at various events, as requested by Sponsor within its sole discretion; (vi) participate in press related appearances (national and/or local), as identified by Sponsor in its sole discretion; and (vii) fully sign the Affidavit and Release and any other documents as may be required by Sponsor, all in the form that is

satisfactory to Sponsor, submit to any Screenings, and provide any and all other documentation required by Sponsor ("Finalist Requirements"). The Workout Videos and Submission Videos described herein are collectively referred to as the "Videos". The services, results and/or any works provided or created by Finalist in connection with the Finalist Requirements, including, but not limited to, the Finalist Content, are collectively referred to as the "Finalist Work". By submitting a Submission, you agree to comply with the Next Fitness Star Requirements (defined in Section 5.3.a).

In connection with the Finalist Requirements, each Finalist will receive one (1) expense paid trip to New York, New York (such location to be determined by Sponsor within its sole and absolute discretion), on or about the dates set forth above to participate in the Phase Three, which expenses will cover the following: (i) economy class round-trip airfare for the Finalist from a major commercial airport closest to the Finalist's residence to/from a major commercial airport in New York, New York; and (ii) up to six (6) nights standard hotel accommodations for Finalist (approximate retail value ("ARV") of up to \$3,500.00 for each Finalist). In the event Finalist lives within 250 miles of New York, New York, Sponsor, in its sole discretion, may provide alternative travel arrangement in lieu of airfare. Actual value depends on dates of travel and Finalist's residency and departure city. Trip must be booked by the dates identified by Sponsor to Finalist and travel must occur during Phase Three. In the event a Finalist is not available to travel to New York, New York during the aforesaid time, such Finalist will forfeit his right to participation in Phase Three of the Casting Call, and the Judges reserve the right, within their sole and absolute discretion, to select an alternate Finalists. Finalists shall not receive the difference between the actual value of the trip and the ARV in the form of a credit, monetary equivalent, or any additional prize. Only electronic airline tickets will be issued, if available. Prior to travel, Finalists may be responsible for obtaining the proper travel documentation (e.g., passports). Finalists hereby releases Sponsor from any duty to provide, check or verify any and all necessary passports, visas and tourist cards, birth certificates, vaccination certificates and any other travel or entry requirements ("Personal Documents"). Sponsor shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts or other documents pertaining to the Casting Call ("Travel Documents") once the Travel Documents have been provided to the Finalist. Certain reasonable travel restrictions such as holiday "black-out" dates or periods may apply. Dates of travel are subject to change at Sponsor's sole discretion. All other expenses not specifically listed herein are solely the Finalist's responsibility including, but not limited to, sales taxes, gratuities, meals, ground transportation to/from Finalist's residence to/from airport, and all incidental expenses. Any federal, state and local taxes are the sole responsibility of the Finalist. No transfer, refund, substitution, or replacement permitted.

- d. Phase Four: After Phase Three, each Finalist shall participate in public voting from on or about June 20, 2017 to on or about August 1, 2017 or such other dates as determined by Sponsor within its sole and absolute discretion, at the Website members of the public will be able to Vote (defined herein) for the Finalist he/she believes best satisfies the Selection Criteria. During Phase Four, Finalists shall share their Submissions in social media (for example, Facebook or Twitter) to encourage friends and family to visit the Website to Vote with an authentic Vote (as determined by Sponsor within its sole and absolute discretion). All Finalists must include and disclose the hashtag "#whcastingcall" ("Casting Call Disclosure") with each social media post, share or promotion of her Submission and the Casting Call. Any failure to include and disclose the Casting Call Disclosure with each social media post, share or promotion shall disqualify such Finalist. Voting is only open to adults who are eighteen (18) years of age or older and comply with the voting requirements stated herein ("Eligible Voters"). Eligible Voters can vote by voting on the Website, by following the instructions, for the Eligible Voter's favorite Finalist ("Vote" or "Votes"). Anyone voting represents and warrants that he/she is eighteen (18) years of age or older and has complied with the voting requirements set forth herein. Any use of voting incentives, promotions, robotics, macro, automatic voting technologies or methods, programmed, purchased or similar voting methods shall void all such Votes. Finalists cannot encourage others to Vote by using any incentives, including, but not limited to, prizes, giveaways, rewards, sweepstakes, promotions, consideration or any other incentives.
- e. <u>Phase Five</u>: During Phase Five, which is August 1, 2017 to August 7, 2017 or such other dates as determined by Sponsor within its sole and absolute discretion, Sponsor shall select, from among the Finalists, one (1) Finalist to be the Next Fitness Star based on a combination of: (i) the Finalist

Submission that Sponsor believes best exhibits the Selection Criteria:, and (ii) the results of Phase Four. On or about August 7, 2017, Sponsor will notify the selected Finalist by email or telephone, using the information provided on the Submission, that she was selected as the Next Fitness Star, subject to any further Screenings Sponsor may require. Sponsor reserves the right to announce the selected Finalists on live TV, the details of which will be posted on the Website. In order to participate as the Next Fitness Star, the selected Next Fitness Star shall be required to sign and return to Sponsor an exclusive Publicity Release, Participation, Talent and Video Agreement, as well as other agreements required by Sponsor, including, but not limited to, a talent management contract, content agreement, and/or merchandising/endorsement contract, in the form satisfactory to Sponsor within its sole discretion, including a non-competition provision, non-solicitation provision, exclusivity provision, including talent management, and exclusive right of first negotiation and/or right of first refusal (collectively, the "Agreements") and any other documents or information and participate in any Screenings required by Sponsor. Any selected Next Fitness Star who does not sign the Agreement, provide other documents or information and/or participate in any Screenings will be disqualified and Sponsor reserves the right to select an alternate Next Fitness Star from among the remaining Finalists.

During all Casting Call Phases of the Casting Call you may be contacted by Sponsor, or an agent or employee of Sponsor, and be required to execute additional documents, provide additional information and undergo Screenings, including without limitation a background and/or personal records check, in order to advance further in the casting process. Sponsor reserves the right to ask for additional documentation, waivers, releases, permissions and signatures to confirm eligibility and for any other purpose relating to the Casting Call and use of the Submission.

- **5.3 CASTING CALL REQUIREMENTS:** The requirements of all Eligible Participants, including the Finalists, and the Next Fitness Star, to advance in the Casting Call and be named as a Finalist, or the Next Fitness Star, are as follows (the "Casting Call Requirements"):
- a. Next Fitness Star Requirements. The Next Fitness Star shall be required to perform the following: (i) all Finalist Requirements; (ii) participate in photo and/or video shoots depicting Next Fitness Star fitness activities and workouts and/or other activities as directed by Women's Health, on dates, times and at locations identified by Women's Health, in its sole discretion, for the creation, production, distribution and/or sale of DVD(s), video(s) and/or video series, including Women's Health fitness DVDs, video or video series, webcasts, photos, and any other forms of media; (iii) design and lead a potential custom Women's Health and/or Next Fitness Star branded workout DVDs, video and/or video series and participate in potential (such opportunities determined within Women's Health's sole discretion) photo and/or video shoots depicting Women's Health Next Fitness Star fitness activities and workouts and other activities as directed by Women's Health, on dates, times and at locations identified by Women's Health, in its sole discretion, including for the potential creation, production, distribution and/or sale of DVDs, video and/or video series including, but not limited to, Women's Health fitness DVDs, video, and/or video series, webcasts, webisodes, photos, videos and any other forms of media; (iv) opportunity to potentially participate (which opportunity is subject to Sponsor's sole discretion) in a potential editorial feature in the Women's Health January/February 2018; (v) potential opportunity for the Next Fitness Star's winning Submission Video to be utilized/incorporated at a health club; (vi) participate in the promotion of the DVD, video and/or video series in any form of medium (print, online, digital, social media); (vii) participate in press related appearances (national and/or local), as identified by Sponsor in its sole discretion; and (viii) fully sign the Agreements described in Section 5.2.e and any other documents as may be required by Sponsor, all in the form that is satisfactory to Sponsor, submit to any Screenings, and provide any and all other documentation required by Sponsor ("Next Fitness Star Requirements"). The services, results and/or any works provided or created by Next Fitness Star in connection with the Next Fitness Star Requirements, including, but not limited to, the Finalist Content, are collectively referred to as the "Next Fitness Star Work". By submitting a Submission, you agree to comply with the Next Fitness Star Requirements.
- b. <u>Interviews and Screenings</u>: By entering the Casting Call, all Eligible Participants, Finalists and the Next Fitness Star agree to participate in interview(s) with Sponsor. In addition, all Eligible Participants, Finalists and the Next Fitness Star, agree to provide any additional information or documentation and/or

undergo any screenings requested by Sponsor within its sole and absolute discretion, including, but not limited to, a criminal background check, background check and/or personal records check ("Screenings"). Sponsor reserves the right to disqualify any Submission based on the results of the Screenings, including in the event of any criminal complaints, charges, and/or convictions or sentencings. DO NOT ENTER THE CASTING CALL IF YOU DO NOT AGREE TO PARTICIPATION IN INTERVIEW(S) WITH THE JUDGES AND/OR SCREENINGS.

- **c.** <u>Morals</u>: If any all Eligible Participants, Finalists and the Next Fitness Star, should, prior to or during or after the Casting Call Period, fail, refuse or neglect to govern or conduct herself with due regard to social conventions and public morals and decency, or commit or be accused of committing any act which brings the Eligible Participant, Finalist and the Next Fitness Star into public disrepute, scandal, contempt or ridicule or which shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on Sponsor, then Sponsor, within its sole and absolute discretion, may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein, disqualify all Eligible Participants, Finalists and the Next Fitness Star from the Casting Call including by revoking any the title of Finalist sand/or Next Fitness Star.
- d. Endorsements: If any Eligible Participants, Finalists and the Next Fitness Star makes any statements that promote Women's Health and/or its publisher, Sponsor, Rodale Inc., or any advertiser, including any and/or each of their respective products or services, she, as applicable, shall: (i) only make statements that reflect his honest beliefs, opinions, or experiences; (ii) not make any deceptive or misleading claims about the products or services of Women's Health, Sponsor or either of their respective advertisers; (iii) not make any claims about the products or services of Women's Health, Sponsor or either of their respective advertisers that are not substantiated (i.e., adequate proof exists to back-up the claim); (iv) not engage in any communication that is defamatory, libelous, slanderous, or infringes upon the intellectual property or privacy and publicity rights of others; (v) not make offensive comments that have the purpose or effect of creating an intimidating or hostile environment, including telling lies or spreading rumors about Women's Health, Sponsor, or their respective advertisers or any of their respective officers, directors, shareholders or competitors; (vi) not use ethnic slurs, personal insults, obscenity or other offensive language; and (vii) not make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving Women's Health, Sponsor, or their customers or other individuals. Eligible Participants, Finalist and Next Fitness Star must comply with all applicable Federal Trade Commission rules and regulations, including without limitation the United States Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 255, as amended. Any Eligible Participants, Finalists and the Next Fitness Star, must disclose the material connections between such Eligible Participants. Finalists and the Next Fitness Star, as applicable, and Sponsor, in all statements-including in social media-- concerning Sponsor and their respective products, services, programs, activities or events ("Statement(s)"); specifically, the all Eligible Participants, Finalists and the Next Fitness Star must include in each Statement(s) the following disclosure in a way that is clear, visible and next to the Statement(s):

"I am participating in the Next Fitness Star Casting Call," "I am a Finalist" "I receive products/services from Women's Health" or "Ad".

e. <u>Restrictions</u>: During the Casting Call Period, Eligible Participants, Finalists and the Next Fitness Star shall not make or participate in any appearances, publicity or public relations events, events, endorsements, advertisements, promotions or other activities or otherwise support or endorse any person or business engaged or otherwise involved in any of the following industries, businesses or activities: (i) tobacco including cigarettes, cigars, chewing tobacco, pipe tobacco, smokeless tobacco, electronic cigarettes, and any items related to the use of tobacco; (ii) any alcohol or liquor, including beer and wine; (iii) obscenity, including any pornographic products, movies and other associated items, including X-rated telephone chat lines and direct-mail dating services; (iv) weapons and firearms, including guns, knives and other militaristic items; (v) questionable health and fitness products, including, but not limited to hairloss cures, miracle weight-loss pills, cellulite creams and ads for unproven products; or (vi) competitive to Women's Health or its publisher, Sponsor Rodale Inc., as determined within Sponsor's sole discretion. Failure to comply with this provision may disqualify an Eligible Participant from the Casting Call.

- **f. Exclusive Relationship:** During the Casting Call Period, Eligible Participants, Finalists and the Next Fitness Star acknowledge and agree that Sponsor shall have the sole and exclusive, transferable, assignable, sublicenseable, and royalty-free right and license, worldwide, throughout the universe, to use, produce, publish, sell, license, syndicate, distribute, market and promote Eligible Participants, Finalists and the Next Fitness Star in connection with the Casting Call, participation in the Casting Call or selection as an Eligible Participant, Finalist and the Next Fitness Star for any and all purposes, including editorial, advertising, licensing, sponsorship, and/or promotional purposes, in any form of media existing or hereafter invented, including, but not limited to, print, TV, radio, mobile, cable, electronic, digital, online, Internet, social media, or World Wide Web, including, but not limited to, Women's Health magazine, WomensHealthMag.com, any Sponsor publication, websites or platforms, and any third party websites or platforms, as selected by Sponsor.
- g. Ownership: By submitting a Submission, each Eligible Participant, Finalist and the Next Fitness Star agrees that the Submission, including the Survey, Photo, Videos, Submission Video, and Essay, along with, if applicable, the along with the Finalist Content, Workout Video, Finalist Work and/or the Next Fitness Star Work, whether or not protected by copyright, shall become the sole property of Sponsor upon its creation, and, in the case of copyrightable works, upon its fixation in a tangible medium of expression, and shall not be returned or acknowledged. Each Eligible Participant, Finalist and the Next Fitness Star agrees that she shall not have or claim to have any right, title or interest in or to any material or content embodied in the Submission, including the Survey, Photo, Videos, and Essay that are part of the Submission. By submitting a Submission, each Eligible Participant, Finalist, and the Next Fitness Star agrees that the results and proceeds of the Submission, including the Survey, Photo, Videos, Submission Video, and Essay (or in connection with any ancillary, subsidiary, supplemental, promotional or derivative work relating to any version of the Submission) along with the Finalist Work and/or the Next Fitness Star Work, as applicable, and any other works in connection therewith (collectively referred to as the "Work") shall be a "work made for hire" within the meaning of the Copyright Law for Sponsor, prepared as a work specially ordered or commissioned for use as a part of a motion picture or other audio-visual work, of which Sponsor is to be deemed the "author" within the meaning of Copyright Law. All rights in the Work and copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Sponsor upon their creation, including the exclusive right to reproduce, to distribute, to create adaptations or derivative works, to perform and display the Work, and license or sublicense the Work to third parties and each Eligible Participant, Finalist and the Next Fitness Star shall have no interest in any of the Work. Without limiting the foregoing, if any of the Work, or any part or element of the Work, is not deemed to be a "work made for hire" for Sponsor, each Eligible Participant, Finalist and the Next Fitness Star irrevocably and exclusively grants and assigns to Sponsor (or, if any applicable law prohibits such assignment, each Eligible Participant, Finalist and the Next Fitness Star hereby grants to Sponsor an irrevocable royalty-free perpetual license of) all right, title and interest in and to such Work, throughout the universe, in perpetuity, in any and all media, whether now or hereafter known or devised including, but not limited to, print, TV, radio, mobile, cable, electronic, digital, online, Internet, social media, or World Wide Web, including, but not limited to, Womenshealthmag.com, Women's Health magazine, and any Sponsor publications, including any Sponsor brand websites, digital, social media and/or mobile platforms, and any third party websites or platforms. Each Eligible Participant, Finalist and the Next Fitness Star, as applicable, hereby appoints Sponsor as her attorney-in-fact to sign any documents necessary to transfer and assign Eligible Participant's, Finalist's and the Next Fitness Star's copyright to Sponsor, to exercise Sponsor's rights hereunder, and further agrees to sign any other documents reasonably necessary to transfer and assign said copyright to Sponsor or to exercise Sponsor's rights hereunder. All rights granted by these Official Rules are applicable to all translations. localizations, modifications, derivations and to the creation and use of promotional or other materials to promote or complement the Casting Call. Notwithstanding the foregoing, each Eligible Participant, Finalist and the Next Fitness Star acknowledges and agrees that Sponsor shall be under no obligation whatsoever to use the Submission, including the Survey, Photo, Submission Video, and Essay, along with, if applicable, the along with the Finalist Work and/or the Next Fitness Star Work and/or any results and proceeds therefrom or rights granted herein.
- h. <u>Support and Agreements</u>: In order to participate as the Casting Call, advance in the Casting Call as a Finalist, and the Next Fitness Star and/or receive the Consideration (defined in Section 6), all Eligible

Participants including the Finalist, and the Next Fitness Star shall, if selected as the Finalist and/or Next Fitness Star, produce content, participate in photo and/or video shoots and other activities, provide promotional and sponsorship/endorsement support, participate Screenings and in press and public relations activities, support the Casting Call in 2017 and 2018, if requested by Sponsor, and provide advertising services or other services to Sponsor and its advertisers, and shall be required to sign and return to Sponsor the Agreements. Any Eligible Participants, Finalists, and the Next Fitness Star who do not sign such Agreements, provide other documents or information and/or participate in any Screenings will be disqualified and Sponsor reserves the right to select an alternate Finalist or Next Fitness Star.

6. CONSIDERATION: In consideration for the performance of the Next Fitness Star Requirements, Next Fitness Star shall receive: (i) potential inclusion in Women's Health Next Fitness Star DVDs, video and/or video series and other DVDs, video and/or video series, webisodes, photos and/or videos, all such potential opportunities determined within Women's Health's sole and absolute discretion; (ii) TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), paid pursuant to the terms and conditions of the Agreements to be entered into between Next Fitness Star and Sponsor; and (iii) a potential feature in Women's Health Magazine or WomensHealthmag.com, such decision made within Sponsor's sole and absolute discretion ("Consideration"). In addition, Sponsor shall provide the following reasonable and pre-approved expenses in connection with travel required by Sponsor in connection with photo and/or video shoots, events or other activities requiring travel that are requested by Sponsor: (i) economy class round-trip airfare for the Next Fitness Star from a major commercial airport closest to Next Fitness Star's residence to/from a major commercial airport nearest to the photo and/or video shoot, event and/or other location, as determined by Sponsor within its sole and absolute discretion; and (ii) standard hotel accommodation for Next Fitness Star for photo and/or video shoots, events, and/or other activities requested by Sponsor that require overnight accommodations, as determined by Sponsor within its sole and absolute discretion, and all pursuant to Sponsor's then current travel and expense policy.

With respect to trip expenses for the Next Fitness Star, in the event Next Fitness Star lives within 250 miles of any photo and/or video shoot location or press related appearance location, Sponsor, in its sole discretion, may provide travel arrangement in lieu of airfare. Only electronic airline tickets will be issued, if available. Next Fitness Star shall not receive the difference between the actual value of the trip and the ARV in the form of a credit, or monetary equivalent. Prior to travel, Finalist or Next Fitness Star are responsible for obtaining the proper travel documentation (e.g., passports). Consideration is subject to any and all applicable terms and conditions. Any depictions are for illustrative purposes only. No transfer, refund, substitution, or replacement permitted.

7. PUBLICITY RELEASE: USE OF PERSONAL INFORMATION: Except where prohibited or restricted by law, by submitting a Submission, all Eligible Participants, Finalists, and the Next Fitness Star agree and consent to irrevocably grant all rights to Sponsor and its parent corporations, subsidiaries, affiliates, successors, assigns, transferees, suppliers, distributors, advertisers, advertising/promotion agencies, vendors, production companies, advertisers, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, sublicensees, successors and assigns of all of the foregoing and each such company's officers, directors, employees and agents (collectively, the "Sponsor Parties") the perpetual, royalty-free right and permission, worldwide, throughout the universe, to use, record, photograph, perform, translate, license, publish, exhibit, make available, digitize, display, produce, reproduce, syndicate, video tape, telecast (by any means), distribute, sell and otherwise exploit, in whole or in part, respectively, all Eligible Participants', Finalists', and the Next Fitness Star's name, sobriquet, biographical information, testimonials and endorsements, picture, portraits, voice, likeness, photographs, and images (the "Likenesses") for any and all purposes, including, but not limited to, advertising, trade, syndication, and/or promotion, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, cable, electronic, digital, mobile, third party websites and platforms, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval to the extent permitted by law, including, but not limited to, in connection with the Submission, Survey, Photo, Submission Video, and/or Essay, the photo shoot(s) and photos and works. All Eligible Participants, Finalists, and the Next Fitness Star acknowledge and agree that Sponsor can freely transfer, assign, license, and/or sublicense the foregoing rights without any obligation of approval, notice, consent or compensation. In addition, Eligible Participants agree to transfer any rights, title, interests, and copyrights,

and to waive any and all moral rights, in the Submission, and will execute any such documents as may be necessary to effectuate such a transfer or rights and waiver of moral rights, without further compensation. Also by submitting the Submission, Eligible Participants, Finalists, and the Next Fitness Star will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Casting Call. Furthermore, by submitting a Submission and/or participating in the Casting Call, Eligible Participants, Finalists, and the Next Fitness Star agree to Sponsor's use of their personal information as described in Sponsor's privacy policy at http://www.rodaleinc.com/your-privacy-rights, as may be amended from time to time.

- 8. <u>WARRANTY</u>: You represent and warrant that your Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the Sponsor Parties' use and distribution of your Submission hereunder. You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the Sponsor Parties' use and distribution of your Submission. You further represent and warrant that any statements made by you or others in the Submission are true to the best of your knowledge and that the Submission will violate any law or regulation or violate or infringe upon the rights of any third party.
- **9.** WAIVER OF RIGHT OF APPROVAL: You hereby waive any right of inspection or approval of your Submission as used and distributed by the Sponsor Parties, including without limitation any approval of your appearance and/or use of your name therewith or the uses to which either may be put.
- 10. <u>INTERNET</u>: If for any reason the Casting Call does not occur as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Casting Call, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the redemption process and/or to cancel, terminate, modify or suspend the Casting Call, in whole or in part. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or Submission to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Casting Call or downloading any materials in this Casting Call.
- 11. RELEASE AND WAIVER; INDEMNIFICATION: By participating in the Casting Call and submitting the Submission, you agree to release and hold harmless Sponsor and its respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all claim, cause of action, or liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury, emotional distress, invasion of privacy, misappropriation of name and likeness, infringement, defamation, death, or damage to or loss of property which may occur in connection with the Casting Call, the Submission, and the use, distribution, airing, posting or any other use of the Submission. In addition, you acknowledge that the Sponsor Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You agree to indemnify, defend and hold harmless the Sponsor Parties from any and all claims arising from their use and distribution of your Submission.
- **12.** <u>NO RIGHT TO COMPENSATION</u>: Each person who submits a Submission understands and acknowledges that the Sponsor Parties have wide access to ideas, stories, content and material, and that new ideas are constantly being submitted to the Sponsor Parties or being developed by their own employees. Many of these ideas may be competitive with, similar or identical to the Submission in theme, idea, format or other respects. In this regard, you understand that no credit, compensation or other

recourse will be provided to you as a result of your participation in this Casting Call. Further, by submitting your Submission for this Casting Call, you understand and agree that you will not be entitled to any compensation for use of your Submission, or your name, likeness, photograph, voice, biographical information, or any other information submitted by you.

- 13. DISPUTES: THIS CASTING CALL. INCLUDING ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS. OR THE RIGHTS AND OBLIGATIONS OF ELIGIBLE PARTICIPANTS. FINALIST OR NEXT FITNESS STAR OR SPONSOR IN CONNECTION WITH THE CASTING CALL, IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN LEHIGH COUNTY, PENNSYLVANIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN PENNSYLVANIA, AS DETERMINED BY SPONSOR. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN LEHIGH COUNTY, PENNSYLVANIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, TREBLE, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ELIGIBLE PARTICIPANTS, FINALISTS AND NEXT FITNESS STAR AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ELIGIBLE PARTICIPANT, FINALIST, NEXT FITNESS STAR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE OR ILLEGAL, OR OTHERWISE CONFLICTS WITH THE AAA RULES, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN.
- **14.** RIGHT TO CANCEL, MODIFY OR DISQUALIFY: Sponsor reserves the right to modify, extend, suspend or terminate the Casting Call, or any part of it, in its sole discretion, for any reason, including fraud, technical failures or difficulties, human error or any reason that may affect the integrity or functioning of the Casting Call, and notice of any modification, extension, suspension or termination will be posted at the Website.
- 15. <u>LIMITATIONS OF LIABILITY</u>: The Released Parties are not responsible, including to permit participation in the Casting Call or provide any consideration with regard to, for: (i) any Submissions that contain inaccurate information or do not comply with or violate the Terms and Conditions; (ii) Submissions that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Release Parties, Sponsor or otherwise, that may limit an Eligible Participants' ability to participate in this Casting Call; (iii) unauthorized human intervention in any part of the Submission Process or Casting Call; (iv) persons who have committed fraud or deception in submitting a Submission; (v) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (vi) technical or human error which may occur in the administration of the Casting Call or the processing of Submissions; (vii) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Casting Call or use of any information or

material submitted for the Casting Call in the manner described in these Terms and Conditions; or **(viii)** an Eligible Participants' claim that he or she has somehow been defamed or portrayed in a false light.

UNDER NO CIRCUMSTANCES WILL ANY ELIGIBLE PARTICIPANT, FINALIST OR NEXT FITNESS STAR BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE PARTICIPANT, FINALIST AND NEXT FITNESS STAR 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.

16. SPONSOR: Rodale Inc., 400 South Tenth Street, Emmaus, Pennsylvania 18098-0099, publisher of "Women's Health" magazine ("**Sponsor**").