

PART I: GETTING TO KNOW YOU

PERSONAL

First Name _____ Middle _____ Last _____

Full legal name as it appears on your travel documents is required above

Nickname /Aliases / Maiden Names: _____

Have you ever formally or otherwise changed your name? If so, what other names have you used and why?

CONTACT INFORMATION

Address: _____ Home Phone: _____

City: _____ Wk. Phone: _____

State/Zip: _____ Mobile: _____

Email Address: _____ Fax: _____

Face book / Twitter / Other: _____

In what town / city did you grow up? _____

What city do you currently reside in? _____

Emergency Contact: _____ Phone: _____

EDUCATION / EMPLOYMENT / STATUS

Highest level of education completed: _____

What college or university did you attend? _____

Degree(s): _____

CITIZENSHIP

Current Occupation: _____ How long at current job? _____

Are you a legal resident of the United States? Yes / No

Do you have a valid U.S. Passport? Yes / No

FASHION

Do you currently work or have you ever worked in fashion? If so, explain. _____

Do you make a living as a designer or is designing a hobby for you? _____

Have you attended a fashion design school or a fashion program? No ____ Yes ____

If no, what is your fashion / design background?

If yes, which school(s) and program(s) did you attend?

If yes, please list type of degree earned. _____

Do you know how to:

- Cut? Yes ____ No ____
- Sew? Yes ____ No ____
- Make your own patterns? Yes ____ No ____
- Sketch? Yes ____ No ____

Have you ever or do you currently work for a designer or manufacturer? No ____ Yes ____

If yes, please list any and all positions you have held working for a designer or manufacturer to date (please include your responsibilities and if it was a staff or intern position).

Company: _____ Position _____ Dates: _____

Job duties: _____

Company: _____ Position _____ Dates: _____

Job duties: _____

Do you currently design for your own label? No ____ Yes ____

If yes, how long have you been in business? _____

List any place that your clothes are available for sale (internet included). _____

What are your favorite fashion magazines? _____

Describe what types of clothing and/or designs are your specialty. _____

How would you describe your design point of view / aesthetic? _____

What is / would be the name of your brand? _____

Who are your favorite designers and why?

Who is your least favorite designer and why? _____

Which celebrities have the best style? _____

Who would you like to do a make over on and why? _____

If your clothing line was launched describe what it would consist of. _____

What would make your line unique from what is already out there? _____

What / who inspires you? _____

Who is your biggest supporter when it comes to achieving your dreams? _____

What / who is the biggest obstacle when it comes to achieving your goals? _____

Why do you think your line would be successful? Who would be your client? _____

Do you have any marketing experience? Explain. _____

Tell us your ideas on marketing your vision. _____

Tell us about any visuals you could bring to support your ideas of your fashion line (pictures, drawings, samples of clothing)?

What types of clothing could you envision including in your line that is outside of your comfort zone (if any)?

Have you met, worked with, or do you know any stylists, models, photographers, journalists, or fashion designers?

No _____ Yes _____

If yes, please list names and detail the nature and extent of your relationship and the last time that you worked with them or spent time with them. _____

Have you been represented by a manager or agent in any capacity? No _____ Yes _____

If yes, please specify what the representation covered (ie- designing or acting) and provide the name of the manager or agent, along with their phone number and email address. _____

PERSONAL

What are your favorite TV shows? _____

What are your favorite movies? _____

What kind of music do you listen to? Favorite artists? _____

List your hobbies _____

How would your closest friends describe you? _____

Are you at your best being a leader, a follower or individual, and why? _____

Do you have any special skills / talents? _____

What makes you nervous? What are you afraid of? _____

Who is the most important person in your life and why? _____

Who is your hero? _____

What is one thing about yourself we'd never guess by looking at you? _____

What types of people get under your skin? _____

Describe how / where you grew up. _____

What do you consider the biggest accomplishment of your life? _____

Do you have kids? If yes, list names _____

Is there anything you think we should now about you that we have not asked about?

Have you applied to be on any TV shows in the past year? If yes, which ones? _____

Are you currently being considered for any other reality shows (including, without limitation, any game or contest shows)? If yes, which ones? _____

Will you be appearing on any TV shows that are scheduled to air in the next year? If so, which ones?

Do you know anyone else who is applying to be on this show? If yes, list their names and phone numbers.

Have you acted, performed, or appeared on television (including cable), film or stage? If yes, please list shows and dates. _____

Are you or have you ever been a member of any performing unions (ie- SAG, AFTRA, etc)? If yes, please provide details. _____

Have you ever been in the military? If yes, you will need to complete a form authorizing disclosure of your military records.

If yes, branch of military _____

Were you ever the subject of any disciplinary proceedings or actions in the military? If yes, describe details, including, without limitation, date(s), place(s), nature of charge(s), outcome of proceedings and any actions taken.

Have you ever been convicted of a felony or a misdemeanor? If yes, please give dates and details.

Have you ever been a party to a civil lawsuit?

If yes, please describe when and where the event occurred, the other party(ies) to the lawsuit, whether you were the plaintiff or defendant, the nature of the case and what the outcome was. _____

Have you ever had a temporary restraining order issued against you or has anyone ever attempted to obtain a temporary restraining order against you?

If yes, please give details, including, without limitation, dates, places, name of party seeing the temporary restraining order and relationship of such party to you, and a description of the basis upon which the temporary restraining order was sought, whether it was issued, and the basis upon which it was issued.

Have you ever been convicted of any crime of reckless or drunk driving?

If yes, please describe in detail. Tell us when and where the even occurred and what the outcome was.

Have you ever done or been involved in anything that would reflect negatively on you or on the program, the producers and/or network or stations that will exhibit the program if you are chosen to participate in the program? If yes, explain. _____

What is the closest airport to you? _____

Do you have a valid passport? If yes, when does it expire? _____

Are you available to leave your friends, family and work to shoot the show from approximately July 11, 2011 through August 19, 2011 (dates subject to change in Producer's sole discretion)?

PART II: REFERENCES AND CONTACTS (Please answer every question. Do not leave any questions unanswered or any space blank.) Please remember to only list people in this section who you give us permission to contact as references or as a means to contact you.

Please list three people whom you frequently see in case we need to get in touch with you on very short notice or who can serve as a reference (*i.e.*, significant other, roommate, boss, etc.):

NAME	ADDRESS	PHONE	HOW YOU KNOW
1)			
2)			
3)			

Please list three people who are not related to you and who have known you for over 3 years:

NAME	ADDRESS	PHONE	HOW YOU KNOW
1)			
2)			
3)			

Please list **ALL** of the well known or known designers, stylists, models, photographers, magazine editors or journalists, retail executives, retail buyers, and other well known or known figures in the fashion industry that you've worked with or have had a personal relationship with in the past and in what capacity. (Feel free to use the back of the page if you run out of room.)

Name	Phone	How You Know Them and Nature/Extent of Relationship	Last Time You Worked With/Saw Them
1)			
2)			
3)			
4)			
5)			

PART III: ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be at least 21 years of age as of the first date of production currently contemplated to be: July 11, 2011 (date(s) subject to change in Producer’s sole discretion).
- 2) You must be a legal US resident.
- 3) You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a participant.
- 4) Twin Talk (“Producer”) and NBCU (as defined below) reserve the right to render ineligible any person who either of them determines, in the sole discretion of either of them, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. Producer and NBCU may also consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
 - (i) Producer, Magical Elves, Electus or any other person or entity involved in the development, production, distribution or other exploitation of the reality-based program currently entitled “Fashion Star” (the “Program”) or any variation thereof;
 - (ii) NBC Universal Television Group or any station owned and operated by NBCUniversal Media, LLC or any of its parent, subsidiary or affiliated entities, (collectively, “NBCU”);
 - (iii) Any sponsor of the Program or its advertising agency; or
 - (iv) Any person or entity supplying goods, services or prizes (as applicable) to the Program.

Please list any such relationships here; if none, write “None.”

- 5) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and NBCU or any of their licensees, successors or assigns.
- 6) You will need to be available to the production from approximately July 11, 2011 through August 19, 2011 (dates subject to change in Producer’s sole discretion) and be willing to travel to various locations as part of production.
- 7) Any offer to become a participant may be conditioned upon your submission to a background check, and physical and psychological examinations to be conducted in Los Angeles, CA, by medical professionals selected by and paid for by the Producer and the certification of the medical professionals that you meet all physical and psychological requirements. You must be willing to submit medical information to the production, and you must be willing to submit to a medical examination, psychological examination, and background check. Any offer to become a participant may be conditioned upon your submission to a background check, in accordance with applicable laws.
- 8) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest (if any), if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest (if any) or produce the Program and NBCU has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of

the participants are final and not subject to challenge or appeal; and (viii) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

(b) By submitting this application, I hereby consent to the recording, use and reuse by Producer, NBCU, and any of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities, and each of their respective employees, agents, representative, officers and directors (collectively “**Releasees**”) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively “**Likeness**”), as edited, altered, or modified by the Producer or by any of the other Releasees, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Releasees or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that the Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively, the “**Materials**”), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCU for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this application.

(c) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, this Agreement, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me as required by Producer, in Producer’s sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program. Additionally or in the alternative (in Producer’s sole discretion), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the

Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

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

(f) I further acknowledge and agree that Producer reserves the right to consider and select participants who are not able to attend an open casting call and that Producer shall have sole discretion and control over every aspect of selecting participants, and Producer's decisions on all matters related to selecting participants shall be final and binding and not subject to challenge or appeal.

9) **RELEASE AND AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, I release Releasees from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process of the Program, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the "Released Claims"). Further, to the maximum extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder.

10) **CONFIDENTIALITY.** Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or to NBCU, the business of Producer or NBCU, any program produced by Producer and/or exhibited by NBCU, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, or the outcome of any episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a participant on the Program or (if I am selected to be a participant) as the result of my experiences as a participant on the Program (collectively, the "Information and Materials"). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or NBCU. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials. I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCU by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or NBCU result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and NBCU irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and NBCU shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

11) As used herein, "Producer" shall include Twin Talk, its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

12) **CHOICE OF LAW.** This application shall be interpreted under the internal, substantive laws of the State of California, without regard to the conflicts of law provisions thereof.

13) **MEDIATION & ARBITRATION**. The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE LICENSED TO PRACTICE LAW IN CALIFORNIA AND BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR NBCU'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND NBCU IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND NBCU SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

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

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

Signature: _____

Date: _____

Name (Please print or type):

Address:

Date of Birth*: _____

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.