

THE AMAZING RACE ASIA (Season 4)

APPLICATION PROCEDURE AND ELIGIBILITY REQUIREMENTS

II. Eligibility Requirements

Please note that the following eligibility requirements must be met in order to proceed with the application process. Failure to comply will cause the application to be void. To repeat, unless you are applying with a new teammate, please do not submit more than one (1) application. We will not consider duplicate applications or submissions.

- a. Each applicant must have a teammate in order to apply to participate on the Program. Each individual teammate must complete a separate application form. The applications must be submitted together, along with a three-minute videotape (submission requirements and the nature of this videotape is described in more detail above), and only one (1) application package per team will be accepted.
- b. If the Producers select your team as one of the teams that they would like to interview as part of the semi-finalist/finalist interview process, you and your teammate will be flown to a specified country in Asia (which is yet to be determined), from your major local airport for the interview(s). The dates and times of the interview(s) will be set by the Producers sometime in March/April of 2010 and may be revised by the Producers in their sole discretion. In connection with the travel for the interview(s), except for residents residing in that interview country, the Producers will provide: (i) roundtrip economy air transportation to and from the major airport closest to the applicant's home; (ii) hotel accommodations including meals (but excluding all incidental charges such as, but not limited to, room service, all other amenities, telephone calls and all other expenses or charges which may be incurred in connection therewith) for as many as fourteen (14) days; and (iii) ground transportation in the interview country between the airport and hotel and between the hotel and studio. All other expenses will be the responsibility of the applicants. The actual length of stay and number of hotel nights, if any, are dependent on how long the Producers, in their sole discretion, wish to keep the applicants for interviews.
- c. Applicant interviews may consist of one or more meetings with one or more members of the production staff and may be videotaped at the Producers' discretion. The applicants will not be compensated for time off from work or otherwise except as specified in subparagraph b, above.
- d. Teams chosen to participate in the Program (and alternate teams, if any) will be flown from their local airports to an unknown destination somewhere in the world and will be allowed to bring a limited number of items permitted by the Producers (excluding, among other things, certain items, to be specified later, the possession of which may subject participants to disqualification), which each participant must be able to carry by him or herself. Teams' bags will be subject to search by the Producers at any time for illegal or inappropriate items that otherwise violate the Producers' or AXN Television's standards and practices. If selected as a participant, you and your teammate must be willing to travel to numerous locations around the world lasting approximately 20 to 35 days starting sometime between May through July of 2010. Each participant is also responsible for

bringing a passport that is valid until at least July 1, 2011 and has a minimum of ten (10) blank pages and one (1) other form of photo identification with them. Final transportation following the completion of production of the Program will include economy airfare to return each participant to the major airport closest to his or her home.

- e. Both members of each team must be at least 21 years of age at the time of application.
- f. You are eligible to apply if you are a citizen of Asia, or a non-Asian citizen who is currently living and/or working in Asia. Asia is defined as all countries within the AXN Asia footprint, and Japan (i.e., all of Asia except Australia, New Zealand, and the Middle East).
- g. During the course of the Race, teams may be asked to drive vehicles with manual and/or automatic transmissions. Each team is responsible for ensuring that at least one member can drive a vehicle with a manual transmission and at least one member can drive an automatic transmission. One member of each team must have a valid driver's license and an International Drivers' Permit. Each team is responsible for the consequences of their inability to drive or operate a given vehicle, and the Producer is not obligated to provide any instructions or assistance of any kind to any Team in connection with the operation of any vehicle. Any Team members who do not have a valid driver's license shall not drive or operate any motorized vehicles which require a valid driver's license to operate.
- h. An applicant may not presently be a legally qualified candidate for any type of political office ("Candidate") and may not become a Candidate from the time his or her application is submitted until one (1) year after the initial broadcast date of the last episode of the Program in which the applicant were to appear, if that applicant were to be selected as part of a participant team.
- i. All applicants must be in good physical and mental health and must be aware that, and sign releases attesting that, the activities in the Program may involve risks and hazards, and that participating in the Program may expose applicant and other participants to, among other things, the risk of death, serious injury, illness and property damage caused by the risks associated with their participation in the Program, including, without limitation, the following: latent or apparent defects or conditions in any equipment used in the Program; the use or operation by applicant or others of said equipment; acts of other people including, without limitation, acts of the Producers or other participants; accommodations; weather or other natural conditions; the nature of travel including, without limitation, latent defects and human error; applicant's physical condition; applicant's own acts or omissions; sleep deprivation; first-aid, medical or emergency treatment or other services rendered to applicant or others; exposure to illness; consumption of food or drink; acts of God (e.g., earthquakes and floods); laws or local ordinances; war or riots; terrorism; strikes; and/or no reason at all. Applicants must understand and acknowledge that the above list of reasons is not complete or exhaustive. Applicants must accept and assume all risks of injury, death, illness or disease, or other damage to themselves, to others, or to their property, which arise in any way

from their participation in this Program, and will not hold the Producers responsible.

- j. Each applicant must complete, sign and timely return the Program Application before being eligible to participate in the interview process. In addition, all applicants must complete, sign, and timely return any additional required documents before any semi-finalist interview, and must complete, sign and timely return the Release and Waiver Agreement and any additional required documents before being permitted to participate in any finalist interviews. The additional required documents may include, but will not necessarily be limited to, a Medical Report by Patient and Physician, Emergency Medical Release, Authorization for Release of Medical Records and Information, Disclosure and Authorization for Background Reports, Immediate Family Member Releases and a Confidentiality Agreement (all of which will be furnished to the applicants). As part of the Release and Waiver Agreement, each applicant must agree (and each applicant's immediate family members, if any, must agree) to, among other things, assume the risk of any and all injury, illness, death, damage, loss, or harm to the applicant or applicant's property, howsoever caused, resulting from or arising out of the selection of participants, applicant's participating in the Program as a participant or otherwise, and/or the production and/or exploitation of the Program. By agreeing to the terms of the Confidentiality Agreement, each applicant will be required to, among other things, treat all information and material received or acquired in connection with applicant's participation in the participant selection process and Program (if selected as a participant), including, without limitation, the progress, results and outcome of the Program, as strictly confidential and shall be strictly required to not disclose any such information to any third party. Without limiting Producer's right to obtain other relief from the applicant, any breach of the Confidentiality Agreement will subject the applicant to substantial liquidated damages in accordance with the terms of the Confidentiality Agreement. In connection with any disclosure authorizations or authorizations for release of records or other information, all applicants must authorize the Producers to conduct such full and complete background checks of the applicant as the Producers, in their sole discretion, deem necessary or appropriate. The applicants will be required to cooperate fully with the Producers in connection with such background investigations.
- k. Applicants must disclose to the Producers if they have ever been charged with a felony or misdemeanour, other than minor traffic or parking violations, and whether they have ever had a restraining order entered against them. The Producers reserve the right in their discretion to disqualify any applicant based on such disclosures.
- l. All applicants must have a valid passport or be in the process of obtaining a passport (which process will be completed in time for the applicant to travel internationally should the applicant be selected as a participant) and deliver a copy of such passport or proof of such passport application process at the time of submission of The Amazing Race Asia participant application. All passports must be valid until at least July 1, 2011 and must contain at least ten (10) blank pages.

- m. All participants must agree to interact with the other participants and cooperate with Producers during the taping of the Program on a twenty-four-(24)-hours-a-day, seven-(7)-days-a-week basis. Participants must be able to travel for long periods of time, must be adaptable to various living and travelling situations and must enjoy living and travelling in close proximity with others of varied age, sex, race, background, and experience.
- n. Participants must be willing to receive all needed immunizations that the Producers deem to be necessary and medically appropriate to the race. Teams must agree to take any medications needed to prevent illness in certain foreign countries. Teams must be willing to participate in the Program without any interruption during any time of the year, regardless of personal or religious practices.
- o. Employees, officers, directors and agents of any of the Producers and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to be participants on the Program or to participate in this application process.
- p. Upon the Producers' request, all applicants and/or participants agree to sign and abide by the terms of any additional releases or authorizations that the Producers, in their sole discretion, deem necessary.
- q. All applicants must abide by all applicable laws during the application process and if selected as a participant, all applicable laws during the period in which the Program is being taped.
- r. The Producers reserve the right to make additions to and/or deletions from the application process above, including, but not limited to, changes to the locations, dates and/or times of the interviews. The Producers also reserve the right to contact applicants to ask additional questions and/or conduct phone interviews to gather additional information about applicants. Such phone interviews are not required and at the Producers' sole discretion to assist in gathering information for participant selection. Without limiting the foregoing, the Producers reserve the right not to produce the Program, and AXN has no obligation to broadcast the Program.
- s. The Producers are not responsible for lost, stolen, or incorrectly mailed applications. Due to the high volume of applications the Producers are anticipating, the Producers will not be able to answer any questions about the receipt or status of any application or videotape. All applications (including any video footage submitted by the applicants) become the sole property of the Producers. The Producers shall have the right to use and exploit such video footage in any and all media, worldwide in perpetuity with no obligation to the applicants.
- t. All decisions regarding the Program, including but not limited to, rules, eligibility, participant selection, Program production, game play, tasks, participant elimination and award of prizes, are at the Producers' sole and exclusive discretion,

are final, and not subject to appeal. Participants will not be awarded any prize winnings, if and as applicable, until after the initial broadcast of the final episode of the cycle in which those Participants appeared (i.e., the episode in which the winning team of that cycle is announced). Participants will be personally responsible for any taxes on any prizes. The applicants must sign statements acknowledging that they have read and will comply with all of the eligibility requirements described herein.

- u. The Producers reserve the right to disqualify any team for any reason, including, without limitation, any team member's tampering with the application process or the operation of the application process, threatening or harming another person, colluding with other participants to share prize winnings, or violating the Official Rules or other rules then in effect or the standards and practices and policies of the Producers and/or AXN. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.
- v. By submitting an application, each applicant agrees to release, discharge and hold harmless the Producers and AXN from all claims and damages arising out of his/her participation in the application process or the Program itself, and to have his or her name, voice and likeness used at the Producers' discretion as part of the Program, or as part of promotions for the Program, in any and all media now known or hereafter devised.