

SILVER STARS AUDITION TERMS AND CONDITIONS

Silver Stars (the “Program”) is a United States streaming program, featuring singers, dancers, magicians, comedians, and other performers over the age of 65, competing to win a chance to perform in front of a live audience and before the cameras of the Program, produced by Silver Stars, LLC (“Producer”) and intended to be streamed by Saltbox TV (“Saltbox”). By participating in this online Audition (the “Audition”) and submitting an online audition video (“Audition Video”) for consideration by Producer in connection with the Program, the Entrant (“Entrant”) acknowledges that he/she has read, understands and agrees to abide by following terms and conditions (the “Terms and Conditions”). The applicable Terms and Conditions shall be in effect on the date on which Entrant submits its Audition Video.

Each individual member of Entrant must meet the eligibility requirements below, and the Audition must comply with the submission requirements below.

The submission period begins at 12:01 AM (Eastern Time) on July 21, 2021, and ends at 11:59 PM (Eastern Time) on September 6, 2021. No Audition Videos will be accepted thereafter.

There is no guarantee that all audition videos received will be reviewed.

Entrant must complete the data fields on the Audition Website and upload the Audition Video or submit via social media as outlined below.

Eligibility Requirements.

1. All members of Entrant must either be a United States citizen; a legal permanent resident of the United States; possess a current employment authorization card (EAD card) or have unrestricted employment authorization, or be in the United States legally at the time of the initial Audition; and will be required to show proof thereof.
2. Entrant may be a person who performs alone and is over the age of 65 or up to three people who perform together and are all over 65 years of age.
3. Producer and/or Saltbox reserves the right to disqualify a submission by an Entrant that Producer and/or Saltbox determines, in their sole discretion, is sufficiently connected with the Program, Saltbox or Producer, their related companies, or any other person or entity connected with the production, administration or judging of the auditions or the Program; any sponsor of the Program or its or their advertising agency; or any person or entity supplying services or prizes to the Program, such that such person’s participation in the Program could create the appearance of impropriety. But Producer and/or Saltbox reserve the right to allow any Entrant person to remain part of the Program who may have such a connection if, in Producer’s and/or Saltbox TV’s sole discretion, it determines that such Entrant’s involvement in the Program will not affect the integrity of the Program.

Submission Requirements.

1. Entrant may submit one Audition Video only. The Audition Video must be submitted at www.saltboxtv.com or www.searchforsilverstars.com or through social media platforms, Facebook, Instagram, and Tik Tok, and must use the hashtag #SaltboxSilverStars in order to be considered. For website submissions, the onscreen prompts to upload the Audition should be followed.
2. Entrant’s Audition Video must be entered by a person who has the authority to act on behalf of the Entrant and is at least 18 years of age.

3. The Audition Video may be no longer than one (1) minute but may include a short introduction (no more than fifteen (15) seconds) stating the name of the Entrant, age(s) of members, where the Entrant is from, and any other information the Entrant would like to convey.
4. Audition Videos may not contain material that is sexually explicit, obscene, pornographic, violent, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation, or age), illegal, offensive, threatening, profane, or harassing.
5. Producer reserves the right to determine, in its sole discretion, the eligibility of each Audition Video. Producer reserves the right in its sole discretion to modify or change the eligibility requirements or submission requirements hereunder from time to time, and such modifications will be effective upon posting to the Program's Website.

Selection.

A limited number of winners will be selected by Producer on or about September 15, 2021, for the pilot program from all eligible entries. Entries will be judged on talent, personality, and ability. The decisions of Producer with respect to the selection of the winners and in regard to all matters relating to the Audition, shall be final and binding. For Facebook, Instagram, and Tik Tok, contest winners will be notified via direct message and/or comment on whichever social media platform their winning entry was posted.

In the event Producer chooses Entrant to participate in the Program auditions, Entrant will be required to fill out, sign, and agree to all of the terms and conditions of additional agreements. In addition, Entrant will be required to complete an extensive background questionnaire and will be subject to a thorough background investigation and other examinations at the Producer's discretion. Entrant's family and/or guests may be required to sign releases concerning the possible taping and/or recording of their names, likenesses, voices, statements, etc.

Producer reserves the right to disqualify, in its sole and absolute discretion, any Entrant from the audition process for any reason or for no reason at all, including without limitation, violation of any portion of these Terms and Conditions, or tampering with the entry process or the audition process. Being chosen to audition and/or compete at any level in the process does not ensure that Entrant will be selected to continue to the next stage of the competition process.

General.

Entrant shall retain all ownership rights in the Entrant's Audition Video. By submitting the Audition Video, Entrant hereby grants to Producer in perpetuity a non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Video for any purpose whatsoever, throughout the universe, including, without limitation, in connection with (i) the Program, including, without limitation, advertising, marketing, promotion, distribution, merchandising and the exploitation of any and all ancillary and subsidiary rights, and (ii) the business of Producer and/or Saltbox TV, in any and all media formats and through any and all media distribution now or hereafter known and for advertising and promotional purposes, without accounting, notification, credit or other obligation to the Entrant.

Entrant represents and warrants as follows: (i) Entrant is the copyright owner of the Audition Video, or has the necessary authorization to submit the Audition Video hereunder, (ii) the performance in the Audition Video is Entrant's own original work; (iii) the Audition Video is wholly original with Entrant and

as of the date of submission is not the subject of any actual or threatened litigation or claim; (ii) the Audition Video neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iii) the Audition Video does not and will not violate any applicable laws, and meets the submission requirements set forth above. Entrant will, upon request, furnish to Producer any documentation, substantiation, and releases as Producer may require for all copyrighted material, music, identifiable third parties, identifiable locations, and releases from anyone who assisted in the creation of the Audition Video to prove, confirm, verify, and substantiate Entrant's compliance with any or all of these terms and conditions. In the event Entrant cannot provide all required releases, Producer reserves the right in its sole discretion to discard Entrant's Audition Video, or seek to secure the releases and clearances for the benefit of Producer, or may allow the applicable Audition Video to be utilized. Entrant agrees to indemnify and hold harmless Producer and Saltbox, and those claiming by and through them, from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

Any personal information supplied by Entrant to this Online Audition, Producer, or Saltbox will be subject to the privacy policy posted at <https://www.saltboxtv.com/Privacy%20Policy/6>. By participating in the Online Audition, Entrant grants Producer permission to share Entrant's name, email address, and any other personally identifiable information for the purpose of this Online Audition and/or the production of the Program.

Entrant understands and acknowledges that Producer has wide access to ideas, stories, designs, and other literary materials and that new ideas are constantly being submitted to it or being developed by its own. Entrant acknowledges that many ideas may be competitive with, similar, or identical to the Audition Video in theme, idea, format, or other respects. The Entrant acknowledges and agrees that the Entrant will not be entitled to any compensation as a result of the use by the Producer of any such similar or identical material. Entrant acknowledges and agrees that Producer does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in the Audition Video. If Entrant seeks to assert any claim, it may not seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Audition Video or the Program or any other production based on or allegedly based on the Audition Video or the Program, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

Entrant hereby knowingly and expressly waives to the extent legally permitted 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.

This Online Audition is subject to all applicable federal, state, and local laws.

THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS OR THE RIGHTS AND OBLIGATIONS OF ENTRANT IN CONNECTION WITH THE AUDITION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.