

# “ONE IN A MILLION”

## METROPOLITAN TV SDN BHD (“8TV”) CONTESTANT’S RELEASE FORM FOR NON-RECORDING ARTIST

Program Title : “One In A Million”  
 (“the Program”)

Name of Production Company : Metropolitan TV Sdn Bhd (“8TV”)

### CONTESTANT’S PERSONAL DETAILS:

Full Name (as per IC) : \_\_\_\_\_ (“the Contestant”)  
NRIC No : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode : \_\_\_\_\_  
Date of Birth : \_\_\_\_\_  
Place of Birth : \_\_\_\_\_  
Marital Status : \_\_\_\_\_  
Current Occupation : \_\_\_\_\_  
Tel (H) : \_\_\_\_\_  
Tel (O) : \_\_\_\_\_  
(HP) : \_\_\_\_\_  
Email : \_\_\_\_\_  
Age : \_\_\_\_\_

In consideration of the Contestant agreeing to make arrangements for the filming and recording of his/her contribution to the Program subsequent to the date of this agreement in which he/she participates as a contestant, the Contestant agrees to appear in any and all such episodes of the Program as required and shall attend any and all activities as required by the Producer in connection with the Program and the Contestant hereby consent to the filming and recording of such contribution, the nature and the content of which has been fully explained to him/her, subject to the terms and conditions specified below :

## RULES AND REGULATIONS

### **Producer & Eligibility**

1. This “**One In A Million**” Reality TV Program [“**the Program**”] is produced by **Metropolitan TV Sdn Berhad** [“**8TV**”, “**the Producer**”] and is open to all Malaysian residents between **16 years of age as at 2008 and 32 years of age from the first date of the audition.**
2. The following group of persons shall NOT be eligible to participate in this Program:
  - [a] Permanent and/or contract employees of 8TV [including TV Network stations under **MEDIA PRIMA BERHAD** ] and their immediate family members [including spouses, children, parents, brothers, and sisters]; and/or
  - [b] Representatives, employees, servants and/or agents of advertising and/or promotion service providers of 8TV, and their immediate family members; and/or
  - [c] Undischarged bankrupts; and/or
  - [d] If the Contestant or any of his/her immediate family members is employed by:
    - (i) the prize providers; and/or
    - (ii) any person, or entity otherwise involved or participating in the Program and its production including but not by way of limitation any of the panel of judges.

### **Prize Utilization & Recording Commitment**

1. The use of the Prize of RM1 million will be determined by the Producer and the Record Label.
2. The Winner will be signed under a record label called Monkey Bone and will be managed by a management unit called The 8 Unit.
3. All decisions made by the judges and voting are final.

### **Non-Artist / Non-Recording Artist Undertakings**

1. The contestant hereby declares that he/she is a non-artist and a non-recording artist.
2. The contestant hereby warrants and represents that he/she is not bound by any contract and is free to enter and make commitment under this contest. The contestant shall fully indemnify and save the Producer from and against any claim due to breach of the above undertakings.

## Terms and Conditions

1. The Contestant understands and acknowledges that the principal nature and purpose of the Program (which expression shall include without limitation, any recording, interview, audition, competition, event or activity relating thereto or any related online/interactive activity). By signing this agreement the Contestant consents and agrees to the recording and use of his/her contribution to the Program on the terms hereafter contained. Accordingly, the Contestant agrees to make him/herself available to participate in the Program at the times and locations requested by the Producer and the Contestant shall abide by the competition rules attached hereto and all other rules, regulations, fire and safety regulations and security arrangements, terms and conditions relating to the Program as may be imposed or devised from time to time by the Producer (“the **Rules**”). The Contestant agrees to further accept the decision of the Producer on each and every aspect of the Program as final and the Contestant hereby acknowledge and agrees that the interests of the Program shall override those of any auditionee or contestant.
2. The Contestant has not and will not enter into any commercial, contractual, sponsorship or other agreement or arrangement with any person, firm or company in respect of the Contestant’s appearance in the Program.
3. The Contestant further undertakes that he/she shall not, from the date he/she executes this agreement until the later of 6 (six) months from the date he/she ceases to participate in the Program or 3 (three) months from the date of first transmission of the last episode of the Program, appear or participate in any television or radio programme similar to the Program (i.e. consisting of or containing a contest relating to the Contestant’s production abilities).
4. The Contestant hereby further warrants that as of the date he/she executes this agreement the Contestant has entered into no contract or arrangement which might prevent him/her from entering into this competition or future agreement.
5. The Contestant acknowledges and agrees that, should the Contestant win the Competition, the Producer (or any associated company) shall be entitled to produce (or licence any third party to produce) and the Producer shall be entitled to broadcast, whether as a stand-alone program or as part of another program any or all of the career milestones which may occur during or subsequent to the recording of the Program.
6. The Contestant hereby acknowledge that the Producer is not under any obligation to record the Contestant’s contribution to the Program or include the Contestant in the broadcast version thereof.
7. The Contestant hereby warrants that he/she has truthfully and accurately completed all forms including the application form relating to the Program (if any), that the Contestant has not withheld any information requested of him/her and that by signing this agreement and supplying the answers and information requested of him/her by the Producer, he/she has in no way been misleading or untruthful. Furthermore, the Contestant acknowledges that the Producer reserves the right exercisable at any time at its sole discretion to disqualify him/her from the Competition should the Contestant at any stage omit to supply any information reasonably requested of him/her, supply untruthful, inaccurate or misleading personal details or information, break the Rules or otherwise be in breach of the terms contained herein.
8. The Contestant acknowledges that his/her contribution to the Program is not a professional performance and does not entitle him/her to wages, salary, royalty or any other compensation.
9. With full title guarantee the Contestant hereby assigns irrevocably to the Producer (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to his/her contribution to the Program such that the Producer shall be entitled to use and exploit and license others to use and exploit such contribution by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore the Contestant hereby consent to waive all his/her rights under the Malaysian Copyright Act 1987 and any amendment or re-enactment thereof (“**the Copyright Law**”) and under all similar laws in any part of the world that may create rights in his/her appearance on the Program to enable the Producer to make fullest use of the Program without restriction.
10. The Contestant hereby waives irrevocably in respect of his/her contribution to the Program any and all “moral rights” which the Contestant may have now or in the future including but without limitation any of the Contestant’s rights under Sections 25 and 25A of the Copyright Law or any similar laws of any jurisdiction and acknowledge the Producer’s right to use the Contestant’s name, likeness and voice and any biographical details, photographs and recordings of him/her separately from or in conjunction with the Program or the sponsorship thereof in all media and formats throughout the Universe including but not by way of limitation on Program – related websites or other online media and in advertising, publicity, sponsorship and exploitation material.
11. The Producer shall not be liable to the Contestant or his/her legal representative for any loss or damage or harm or injury or illness or death to his/her person or property howsoever caused by or suffered during or in connection with him/her taking part in the Program and/or production and/or exploitation of the Program.
12. The Contestant undertakes to inform the Producer immediately if any of the information that the Contestant give becomes incorrect due to any change of circumstances between the date the Contestant executes this agreement and the date of first transmission of the last Program incorporating his/her contribution.

13. The Contestant undertakes that he/she shall inform the Producer immediately of any products provided to him/her by any third parties including sponsors of the Program which have not been made available to him/her for use on the Program by the Producer. The Contestant further undertake that he/she shall not solicit products from third parties including sponsors of the Program for his/her personal benefit.
14. The Contestant hereby warrant he/she shall not in any media throughout the Universe (including without limitation on any website or other online media) make any statement about nor actively publicize nor discuss with any third party without prior written consent from the Producer any information relating to the Program, his/her appearance in the Program or any of the production team or any participants in the Program or any other information which may come to his/her attention relating to the broadcaster or the Producer or the prize providers or otherwise connected to the Program save for such information which is already public knowledge. The Contestant hereby further agree that for the period from the date of this agreement to the date the Contestant cease finally to participate in the Program he/she shall not use, publicize or exploit his/her name, likeness, image, biography or musical or performing abilities in any media throughout the Universe including without limitation on any website or online media (other than by way of his/her contribution to the Program as authorized by the Producer).
15. The Contestant agree that his/her contribution to the Program shall not contain anything which is an infringement of copyright or which is calculated to bring the Producer into disrepute or breach of contract or duty of confidence or which is defamatory or in contempt of court or is calculated to bring any broadcaster into disrepute.
16. The Producer may freely assign the Contestant's services and all other rights in his/her contribution to and participation in the Program to any third party.
17. If any Clause or part of this Agreement shall for any reason be properly adjudged by any court or other legal and/or competent authority to be invalid, illegal or unenforceable in any respect the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. The terms of this Agreement shall not affect the rights granted to the Producer pursuant to any previous agreement between the parties relating to the Program nor entitlement of either party to make or enforce any claim arising thereunder.
18. This Agreement shall be governed by and in all respects construed in accordance with the laws of Malaysia whose courts the parties agree to submit to the exclusive jurisdiction in relation thereto.
19. The Producer reserve the right to disqualify any Contestant for any reason, including, without limitation, violation of the Rules and Regulations as stipulated herein or any other rules then in effect or the standards and practices and policies of the Producer. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.
20. All Contestants must agree to live, work, and cooperate with the other contestants and the Producer during the recording of the Program. Contestants must be adaptable to live secluded from other people other than from the other contestants; the Producer; and its production crews. The Contestant must also be adaptable to various living and working situations and must enjoy working and living with others of varied age, sex, race, background, and experience.
21. Upon the Producer's request, all contestants agree to sign and abide by the terms of any additional releases or authorizations that the Producer, in their sole discretion, deem necessary.
22. The Producer will determine in their sole discretion the exact method, manner and form of rules, explanation and assignment of contestants to tasks, including but not limited to time period with which to complete a task.
23. Any dispute, ambiguity or any issue that requires clarification during the Competition will be decided by the Producer which will be deemed as final. In the event the Contestant does not comply or disputes the Producer's decision, the Contestant may be automatically disqualified from the Competition, at the discretion of the Producer.
24. The Contestant shall at all times comply with all relevant laws, statutes, regulations and requirements of all relevant authorities during this Competition. The Contestant shall bear the consequences in the event of non-compliance with the same and shall indemnify and compensate the Producer for all liability resulting from any failure by the Contestant to comply with any laws.
25. The Producer reserves the right to modify these Contestant's Rules and Regulations or any other rules or regulations at any time, including but not limited to changing the number of tasks, the time taken and/or the methods required to complete a task.
27. The Producer reserves the right to disqualify any Contestant it finds to be acting in an unsportsmanlike or disruptive manner and/or with intent to accuse, threaten or harass another person, colluding with other contestants to share prize winnings or in violation of the Contestant's Rules and Regulations then in effect. Disqualification may result in among other things, immediate forfeiture of any prize otherwise earned or awarded. Further, if in the Producer's sole discretion an exigent circumstance has occurred, the Producer reserves the right to terminate or modify a task.

28. Neither Metropolitan TV Sdn Bhd and its group of companies; nor advertisers and/or sponsors nor any of their respective employees, officers, directors and/or agents, licensees, assigns, parents, affiliated and subsidiary companies shall be responsible for any technical, mechanical, or electronic malfunctions, any war, riot, disease, illness (due to sponsored products) or any acts of God (i.e. inclement weather, flood, etc) which affect or may affect the performance of the Contestant, the Program production, game play including the Program broadcast. If a technical difficulty, mechanical failure, human error, act of God or other abnormality affecting the Program occurs during the taping of the Program, the Producer will review the situation on a case-by-case basis and take appropriate action in its sole discretion to preserve the integrity of the Program.
29. The Producer will determine in their sole and exclusive discretion whether a task was successfully completed and whether any Contestants violated any game or task rules while attempting to complete the task. The decision of the Producer regarding task completion and rule violations will be final. No appeals will be accepted under any circumstances.
30. The Producer shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value at any time without prior notice.
31. The Producer shall reserve the right to use the names and/or photographs of the Contestants as materials for the purposes of advertising and publicity and the Contestants shall not be entitled to claim ownership or other forms of compensation on the materials. Contestants may also be required to give comments for press releases, photographs, video, media interviews, radio and television appearances, and at any announcement event(s).
32. All decisions regarding the Program, including but not limited to, rules, eligibility, Contestant selection, Program production, selection of Contestant and award of prizes, are at the Producer' sole and exclusive discretion, are final, and are not subject to appeal. Contestants will be personally responsible for any taxes on any prizes (if applicable). The Contestants must sign statements acknowledging that they have read and will comply with all of the rules and regulations described herein and as stipulated in the signed statements.
33. By participating in the Program, Contestants agree to abide by the Rules & Regulations and decisions of the Producer in any and all matters pertaining to the publicity and/or promotion of the Contestants(s) and/or their respective registration, and/or audition.
34. The Contestant hereby undertake and agree to, among other things, to treat all information and material received or acquired in connection with the Contestant's participation in the Program including without limitation, the progress, results and outcome of the Program and/or the selected Contestants, as strictly confidential and shall be strictly required not to disclose any such information to any third party. The Contestant also warrants and undertakes that without limiting the Producer's right to obtain other relief from the Contestant, any breach of this confidentiality warranty and undertaking, will subject the Contestant to the Producer's right to claim for damages.

The Contestant hereby acknowledge that:

- (i) I have read and understand, and I agree to be bound by **“ONE IN A MILLION”** Rules and Regulations as stipulated herein;
- (ii) All decisions by the Producer concerning the Competition rules and other matters is final and not subject to challenge or appeal.

I have signed this release on \_\_\_\_\_2008

Signature of the Contestant: \_\_\_\_\_

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

**REGISTRATION DAY**  
**METROPOLITAN TV SDN BHD**  
**CONTRIBUTORS RELEASE FORM**

**PROGRAMME TITLE:** "One In A Million" (the "Programme");

**DESCRIPTION OF CONTRIBUTION:**

**DATE OF RECORDING / CONTRIBUTION:**

**NAME OF PRODUCTION COMPANY:** METROPOLITAN TV SDN BHD (the "Producer");

**NAME OF CONTRIBUTOR:**

**ADDRESS OF CONTRIBUTOR:**

**TELEPHONE NUMBER OF CONTRIBUTOR:**

In consideration for you agreeing to make arrangements for the filming and recording of my contribution to the Program, I hereby consent to the filming and recording of such contribution, the nature and the content of which has been fully explained to me, subject to the terms and conditions specified below:

Signed by Contributor .....

Dated .....

**TERMS AND CONDITIONS**

1. With full title guarantee I hereby assign irrevocably to the Producer (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to my audition and contribution to the Programme such that the Producer shall be entitled to use and exploit and license others to use and exploit such contribution by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity Furthermore I hereby consent to waive all my rights under the Malaysian Copyright Act 1987 (and any amendment to re-enactment thereof) (the "Act") and under all similar laws in any part of the world that may create rights in my appearance on the Programme to enable the Producer to make fullest use of the Programme without restriction.
2. Without limiting the forgoing in any way, the Producer shall be entitled to:
  - (a) alter, adapt or make additions to or deletions from the Programme (and my appearance thereon) at its discretion and I hereby unconditionally and irrevocably waive the benefit of any provision of law known as "moral rights" prevailing now or in the future in any part of the world;
  - (b) make and exploit and to authorise the making and exploitation of any recording or fixation of my appearance separately from or in conjunction with the Programme throughout the Universe in perpetuity in all media whether now known or hereafter invented;
  - (c) dub my voice in any language; and
  - (d) include my name, likeness, voice, biographical details, photographs of me and recordings of interviews with me separately from or in conjunction with the Programme in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material.
3. I acknowledge that no repeat fees will be payable to me in respect of any subsequent rebroadcast or retransmission or any other use by the Producer (or any assignees or licensees) of the Programme or any part thereof.
4. The Producer shall not be liable to me or my legal representative for any loss or damage or injury to me or my property caused by or suffered during or in connection with my taking part in the Programme unless caused by the negligence of the Producer and recoverable on that ground following judgement of a competent court of final judgement.
5. I agree not to disclose to any third party (other than my professional advisors) any information relating to the Programme or the affairs of the Producer (or any assigned company) which may come to my knowledge during or in connection with my participation in the Programme.
6. The Producer may assign my services and all other rights in my contribution to and participation in the Programme to any of our subsidiary or associated companies or successors in title and to any other third party.
7. The Courts of Malaysia shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release which shall be interpreted according to the laws of Malaysia.