

## The Days of our Lives Talent Search

### OFFICIAL RULES NO PURCHASE NECESSARY VOID WHERE PROHIBITED OR RESTRICTED BY LAW

THIS CONTEST IS OFFERED ONLY TO ELIGIBLE PERSONS PRESENT AT THE MGM GRAND DETROIT LOCATED ON 1777 3<sup>RD</sup> STREET, IN DETROIT, MI (“EVENT LOCATION”) ON THE DATE SPECIFIED BY SPONSOR, CURRENTLY NOVEMBER 13, 2009. THIS CONTEST SHALL BE CONSTRUED AND GOVERNED ACCORDING TO THE LAWS OF THE UNITED STATES.

PLEASE TAKE NOTE THAT ALL ATTENDEES MAY BE PHOTOGRAPHED, VIDEOTAPED, FILMED, AND/OR THEIR VOICES RECORDED WHILE AT THE EVENT LOCATION. ATTENDING THE EVENT LOCATION AND/OR PARTICIPATING IN THIS CONTEST, CONSTITUTES CONSENT BY ALL ATTENDEES TO THE EVENT LOCATION FOR SPONSOR AND ITS DESIGNATED PARTIES TO PERFORM SUCH ACTIONS IN CONNECTION WITH THIS CONTEST.

PERSONS UNDER THE AGE OF 18 WILL NOT BE PERMITTED AT THE EVENT LOCATION DESIGNATED FOR THIS CONTEST. ONLY ONE GUEST PER CONTESTANT WILL BE ADMITTED TO THE EVENT LOCATION FOR THIS CONTEST.

1. **Eligibility: The Days of our Lives Talent Search Contest** (“Contest”) is only open to permanent legal U.S. residents present at the Event Location on the date specified by Corday Productions, Inc. (“Sponsor”), currently scheduled for November 13, 2009 (but subject to change at Sponsor’s sole discretion), who are 18 years of age or older (or the age of majority for the jurisdiction in which they reside) as of November 13, 2009, and who meet all of the following requirements (collectively “**Eligible Contestant**”):
  - a. Contestant must review the information and guidelines for the Contest and Event Location as stated on the Web Site (described below), such information incorporated herein by reference;
  - b. Contestant must have either a valid Social Security number and/or a valid U.S. personal tax identification number;
  - c. Contestant must submit all required Contest Documents as described below and show government issued photo identification (e.g., driver’s license) at time of check in to the Event Location for this Contest;
  - d. Contestant must certify that he/she is legally able to work if selected a Finalist and provide documentation if requested;
  - e. Contestant’s clothing worn during any portion of this Contest and any photo submitted by contestant must not depict contain or otherwise make available any of the following: (1) behavior that is objectionable, unlawful, defamatory, obscene, sexually explicit, threatening, abusive, harassing, hateful, discriminatory, threatening, vulgar, racially or ethnically-motivated, invasive of another’s privacy, or any other objectionable material or gesture or is otherwise unfit for participation as determined by Sponsor or any other person designated by Sponsor to review contestants or information submitted by contestants in its sole and absolute discretion; (2) any materials (trademarks, logos, etc.) that infringe upon any personal, proprietary or any other right of any third party; (3) any visual references to alcoholic beverages, tobacco, drug paraphernalia, firearms, or any depiction or representation thereof; (4) any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (5) any elements that would give or threaten to give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense, or encourages or provides instructional information about illegal activities;
  - f. Contestant must not be an employee, officer, or director of Sponsor, Sony Pictures Television, CPT Holdings, Inc. (“CPT”), NBC Television Network (“NBC”), WDIV, MGM Grand Detroit,

- g. Contestant must not have any of the following agreements in place (written or oral) at the time of entry:
    - i. An agreement relating to the use of contestant's name, voice, and/or likeness;
    - ii. An exclusive acting contract; and/or
    - iii. Any other contractual arrangement that, in the Show's producers' sole discretion, would prohibit such person from fully participating in the Show;
  - h. If selected a Finalist or the winner (as described below), contestant will be required to complete any additional documentation designated by Sponsor at its sole discretion;
  - i. If selected the winner, contestant must be able to travel to Hollywood, CA as described below; and
  - j. Contestant must complete all the requirements for entering and agree to all the terms and condition of these Official Rules.
2. **Contest Description:** The Contest is scheduled to begin at 9:00 a.m. Eastern Time ("ET") on November 13, 2009 and end on or about 7:00 p.m. ET on November 13, 2009, but subject to change at Sponsor's sole discretion ("**Contest Period**"). This Contest will be conducted at the same time as **The Days of our Lives Biggest Fan Sweepstakes** ("Sweepstakes"). **Participation in this Contest is separate from the Sweepstakes.** Prospective contestants will be asked to access one of the following web sites to complete a Contest registration form, Affidavit of Eligibility, Liability Release, and Publicity Release ("Contest Documents") and bring those completed Contest Documents to the Event Location on November 13, 2009 to enter this Contest: [www.daysofourlives.com](http://www.daysofourlives.com) ("Web Site"). Contest Documents should be completed prior to attending the Event Location. Contestants, on a first come – first served basis, will be checked in for the Contest, interviewed and may be asked to read script lines for the opportunity to be selected as a Finalist to come back starting 9:00 a.m. ET on November 14, 2009 to read some more script lines for the opportunity to be selected the winner. **Depending on the number of prospective contestants who attend the Event, some may not be able to enter the Contest or be judged for prize consideration.** Prospective contestants should arrive as soon as possible after the start time and have all their Contest Documents completed before that time. Based on supply, all participants will receive a goodie bag consisting of a Show souvenir such as a scarf, hat, or an umbrella.
3. **How to Enter:** To enter, bring your completed Contest Documents to the designated location at the Event to check in for the Contest. Contest Documents must be completed in full. Each contestant must follow the posted or announced instructions to submit their completed Contest Documents, receive a wristband and/or some other form of identification provided by representatives of this Contest in case wristbands are not available that such Eligible Contestant completed the check in process, and receive script lines for a scene reading ("Script"). **FAILURE TO ABIDE BY (AND OR AGREE TO) THE POSTED OR ANNOUNCED INSTRUCTIONS IS GROUNDS FOR DISQUALIFICATION. DO NOT LOSE YOUR CONFIRMATION OF CHECK IN (I.E. WRISTBAND). ELIGIBLE CONTESTANTS WHO LOSE THEIR CONFIRMATION OF CHECK IN MAY BE DISQUALIFIED. SUCH CONFIRMATION IS ASSOCIATED WITH YOUR CHECK IN CONTEST DOCUMENTS AND CANNOT BE TRANSFERRED TO SOMEONE ELSE. RECEIPT OF A SCRIPT DOES NOT GUARANTEE THAT AN ELIGIBLE CONTESTANT WILL BE INVITED TO READ OR ATTEND THE FINALIST STAGE. As part of the check in process, contestants must provide government issued identification (e.g. driver's license) and a recent solo photo (as outlined**

**in section 1 e. above) that the Sponsor can keep.** Eligible Contestants will then wait (at the designated area of the Event) to be called for their interview/screening. An Eligible Contestant can only participate in this Contest once. Contestants who have been found to enter more than once will be disqualified. Any attempted form of Entry into this Contest other than as described herein, is void.

Submitting a photo confirms that you (1) agree to all terms and conditions set forth in these Official Rules; (2) you declare that you and only you are the person in your photo. Photo must (a) be of contestant only, (b) does not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity, (c) is contestant's sole and exclusive property (if the photo was taken by some other person, you warrant and represent that you have obtained all rights and permission from such person so that you own all right, title and interest in all aspects of the photo). As determined by Sponsor in its sole discretion, photos that include material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights will be disqualified.

**IMPORTANT NOTE:** Any contestant who incorporates any intellectual property owned by a third party into his or her photo does so at his or her own risk. If Sponsor is duly notified that any element of a contestant's photo infringes upon the rights of another person and/or receives a legally valid request to remove the affected photo because of such infringement, such contestant may be disqualified from the Contest as Sponsor may determine in its sole discretion.

4. **Interview/Screening, Judging and Notification:** There are two (2) judging stages for this Contest, Preliminary Judging and Finalist Judging. All contestants must have completed and properly submitted their Contest Documents to the appropriate persons at the Event Location in order to be interviewed.
  - a. **Preliminary Judging:** Once an Eligible Contestant is called for his/her interview/screening, he/she will meet with a representative of the Contest, may be asked to read a few lines from the Script provided with a representative of the Show, and be judged to determine whether he/she will move on to the Finalist round. Subject to time constraints, each Eligible Contestant will be judged by a representative(s) of the Show or a casting director(s) designated by the Show's producers (a "Judge") based on contestant's acting ability, stage presence, personality, and other appropriate factors as determined by the Judge(s) and/or Sponsor. Up to fifty (50) Eligible Contestants (subject to verification of eligibility and compliance with these Official Rules) will be selected based on the results of their interview/screening and be declared Finalists. The decisions of the Judge(s) shall be final and binding in all respects; and shall not be subject to review or change by any other third party (except at Sponsor's sole discretion), except if and to the extent otherwise provided in the Official Rules. Finalists will be notified by phone using the phone number provided by Eligible Contestant on their Contest Registration form no later than midnight ET on November 13, 2009 and provided a screening time and location, currently scheduled to occur at the Event Location starting 9:00 a.m. ET on November 14, 2009 but subject to change at Sponsor's sole discretion. Actual time and location subject to change and will be confirmed at time of notification. If a Finalist cannot be reached, a message will be left if available. If a Finalist can't be contacted by midnight on November 13, 2009 and/or a message can't be left at such Finalist's number, such Finalist will be disqualified and that Finalist position will not be replaced. **IT IS THE ELIGIBLE CONTESTANTS RESPONSIBILITY TO BE ABLE TO RECEIVE THE CALL OR HAVE A MESSAGE SYSTEM IN PLACE TO RECEIVE NOTIFICATION OF FINALIST STATUS AND THE PROVIDED INSTRUCTIONS TO FOLLOW AS A FINALIST. IF A FINALIST DOES NOT APPEAR AT THE EVENT LOCATION AT THE SPECIFIED TIME STATED, SUCH FINALIST MAY BE DISQUALIFIED AND THAT FINALIST POSITION WILL NOT BE REPLACED.** The Show's producers reserve the right to interview people for Contest consideration out of order of their time of attendance. Sponsor reserves the right, in its sole

- b. **Finalist Judging:** Upon arrival at the Event Location, Finalists will be asked to check in and provide identification and then be asked to read the Script provided for a screen test with a cast member of the Show that may be videotaped or otherwise recorded. Each Finalist that is present during their respective call time as provided in their notification call will be judged (based on the criteria set forth in subparagraph (a) above) by a Judge(s) designated by Sponsor; and one (1) Finalist will be declared the winner (subject to verification of eligibility and compliance with the Official Rules). The decisions of the Judge(s) shall be final and binding in all respects; and shall not be subject to review or change by any other third party (at Sponsor's sole discretion), except if and to the extent otherwise provided in the Official Rules. **FINALISTS MUST REMAIN AT THE EVENT LOCATION UNTIL 2:00 P.M. ET WHEN THE WINNER WILL BE ANNOUNCED. IF THE WINNER IS NOT PRESENT WHEN THE WINNER IS ANNOUNCED, SUCH WINNER WILL BE DISQUALIFIED AND ANOTHER FINALIST SELECTED BY THE JUDGES THAT IS PRESENT WILL BE DECLARED THE WINNER.** Potential winner will be required to complete any additional documentation required by Sponsor at its sole discretion (e.g., W-9) at the Event Location.
5. **Grant of Rights:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each contestant of this Contest hereby irrevocably grants Contest Entities, their successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the photo, videotape, recordings of contestant, or any of the information provided in the documents submitted for participation or obtained by the Sponsor or its designated parties at the Event Location in this Contest throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the photo for any purpose which Sponsor deems necessary or desirable, and each contestant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each photo, videotaped screen test, or recording even if the corresponding contestant is disqualified or fails to meet the requirements of these Official Rules.
6. **Prize: One (1) prize is available:** The winner will receive a solo trip to Hollywood, CA for the opportunity to participate in a role for one (1) episode of the Show. Prize consists of roundtrip coach class air transportation from a major commercial airport near winner's residence to Los Angeles (airports selected at Sponsor's sole discretion) for winner only; standard hotel accommodations for two (2) nights (single room/standard room); ground transportation to/from the airport and hotel in Los Angeles; ground transportation to/from the set of Show, a role to appear on one (1) episode of the Show during prize trip, and \$250 spending money (in the form of a check made out in the winner's name). **Approximate Retail Value ("ARV") of prize is \$1,350.** The winner will be required to agree to and sign a Sponsor provided contract guaranteeing his/her compensation as a day player in a single episode of the Show at the prevailing scale rate. The winner will be responsible for any taxes on the compensation paid for his/her performance. The episode, tape date, character portrayed, and the amount of dialogue are at the discretion of the Show producers. **To accept role portion of prize, winner must be available to travel for an episode taping between December 1, 2009 and April 1, 2010 (the exact dates are to be determined and are at the sole discretion of the Show producers and may change).** In the event a winner's residence is within a 100 mile radius to Los Angeles, California, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the prize will not include air transportation and no other substitution or compensation will be provided in lieu thereof. The winner must possess all required travel documents and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airline tickets are non-

7. **General Conditions and Disclaimers:** By participating, each contestant agrees to be bound by these (i) Official Rules, (ii) all federal, state, and local laws, regulations and ordinances, (iii) his/her Contest Documents and any and all other documents such as those completed during the Contest process (all of the foregoing referred to collectively as the “**Rules and Laws**”). All documents submitted by contestants for this Contest must be truthful and become the property of Sponsor and will not be returned. Supplying false information or failing to reveal pertinent information may result in disqualification. By entering the Contest, contestant(s) agrees to waive any right to claim any ambiguity or error in the Official Rules of the Contest, or the Contest itself, and agree to be bound by the Official Rules and by all decisions of the Sponsor, Show producers, and any other person designated by the Sponsor whose decisions are binding and final in all respects. All materials (including, without limitation, score sheets and other judging materials) generated by or on behalf of Sponsor or by or on behalf of any of its authorized designees in connection with this Contest shall be deemed Sponsor’s sole and exclusive proprietary and confidential information. Contestant’s presence at the Event Location, and the presence of such contestant’s friends, family members, and anyone else accompanying such contestant, constitutes each person’s consent and agreement to the recording and use of their appearance, name, voice, likeness, performance, for use in connection with any television program, motion picture, or the internet for all purposes (including advertising, marketing, promotion, merchandising, and the exploitation of any and all ancillary and subsidiary rights), as the same may be edited, in all media now known or hereafter created, throughout the universe, in perpetuity, for no compensation, unless otherwise required by law. **If a contestant and his/her friends, family members, or**

8. **Indemnification:** Each contestant, shall indemnify, defend and hold harmless each of the Contest Entities, their employees, agents, officers, directors, shareholders and/or members (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with: (i) the contestant’s participation or attempt to participate in the Contest (e.g., any injuries, failure of transportation, bad directions, or the inability, for any reason, of any person to appear at the Event Location or other location designated by Sponsor in connection with this Contest, (ii) the contestant’s submitted documents and photo, (iii) the contestant’s failure to comply with any one or more of the Rules and Laws, (iv) the breach or alleged breached of any warranty, representation or covenant made by the contestant in connection with the Contest (including, without limitation, in the Contest Documents and any other documents required by contestant), (v) any right or benefit granted to any of the Contest Entities in connection with the Contest, and (vi) any act (whether by commission or omission) of any Indemnified Party affecting or claimed to have affected contestant with respect to any of the foregoing. Contestants agree that the Contest Entities (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from contestants’ acceptance, receipt, possession and/or use or misuse of the prize, (b) any printing, typographical, or technological errors in any materials associated with this Contest, and (c) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize’s quality or fitness for a particular purpose or cancellations and delays or any change by the air carrier, or other company or any other persons providing any of the services for the winner during the trip. Sponsor assumes no responsibility for any damage to a contestant’s computer system which is occasioned by accessing any of the Web Site stated herein or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Contest Documents or other Contest-related materials including wristbands received after a contestant successfully checks in to the Event Location for this Contest; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web site, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Web Site, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other

9. **ARBITRATION; WAIVER OF INJUNCTIVE RELIEF; GOVERNING LAW:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO (i) THIS CONTEST, (ii) THE AWARDING OR REDEMPTION OF THE PRIZE AND/OR (iii) THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THESE OFFICIAL RULES OR THEIR ENFORCEMENT ON INTERPRETATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. BY SUBMITTING A CONTEST ENTRY, EACH CONTESTANT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES, THEIR ENFORCEMENT, ARBITRABILITY OR INTERPRETATION SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN LOS ANGELES, CALIFORNIA BEFORE A SINGLE ARBITRATOR, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY SELECTING AN ARBITRATOR FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES WITH THE AGREEMENT OF THE PARTIES' ADR SERVICES). IF THE PARTIES STILL CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY THE ARBITRATION SERVICE. THE ARBITRATION SHALL BE A

CONTESTANTS FURTHER UNDERSTAND AND AGREE THAT THEY SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THIS CONTEST, OR ANY SHOW, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS PARENTS, SUBSIDIARIES OR AFFILIATES.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE CURRENTLY UNENFORCEABLE UNDER CALIFORNIA LAW BUT MUTUALLY INTEND FOR THIS SECTION TO APPLY IN THE EVENT SUCH PROVISIONS LATER BECOME ENFORCEABLE UNDER CALIFORNIA LAW.

THE INTERNAL SUBSTANTIVE LAWS (AS DISTINGUISHED FROM THE CHOICE OF LAW RULES) OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA APPLICABLE TO CONTRACTS MADE AND PERFORMED ENTIRELY IN CALIFORNIA SHALL GOVERN THE VALIDITY AND INTERPRETATION OF THESE OFFICIAL RULES AND ALL OTHER CAUSES OF ACTION (WHETHER SOUNDING IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATING TO THE CONTEST OR THESE OFFICIAL RULES.

10. **Dates & Deadlines/Anticipated Number of Contestants:** Because of the unique nature and scope of this Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in the Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of contestants who will participate in this Contest and thus cannot guarantee that all contestants will be interviewed/judged.
11. **Official Rules/Winner's Name:** For an additional copy of the Official Rules, see Web Site. Official Rules will also be available at the Event Location. For the name of the winner, send a self-addressed, stamped envelope (with proper postage affixed) to: Corday Productions, Inc., Attn: The Days of our Lives Talent Search "Winner's Name", 3400 W. Olive Avenue, Suite 170, Burbank, CA 91505. All requests must be received by January 13, 2010. Winner's Name may also be posted online.
12. **Sponsor:** Corday Productions, Inc., 3400 W. Olive Avenue, Suite 170, Burbank, CA 91505

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