



DO NOT SIGN THIS UNTIL YOU HAVE READ IT AND UNDERSTAND IT COMPLETELY

2024 COMPETITION PARTICIPANT AGREEMENT

This Participant Agreement (the “**Agreement**”) is for consideration to be a participant in a stand-up comedy talent competition being produced by ABFF Ventures LLC d/b/a Nice Crowd (“**Producer**”) entitled *The Breakout Comedian of The Year Competition* (the “**Competition** ”), whose purpose is to showcase comedic talent within BIPOC communities. The Competition shall be part of the *Because They’re Funny (“BTF”) Comedy Festival*, a three (3) day live event currently scheduled for September 27-29, 2024 in Washington D.C. (the “**Comedy Festival**”), which may be broadcast, streamed and/or otherwise exploited by a broadcast television station or channel, cable network, satellite network, or streaming platform selected by Producer (collectively, the “**Platform**”). This Agreement includes and incorporates herein by reference the Eligibility Requirements annexed hereto and made a part hereof as **Appendix “A”** (the “**Eligibility Requirements**”), the Terms and Conditions annexed hereto and made a part hereof as **Appendix “B”** (the “**T&C**”), and any other Exhibits or Schedules attached hereto. Any capitalized terms used in this Agreement shall have the meanings ascribed to them herein, and the meanings specified are applicable to both the singular and plural.

To apply to be a contestant in the Competition, you must meet the Eligibility Requirements and complete and return the executed Agreement.

IN WITNESS WHEREOF, you have executed this Agreement as of the Effective Date.

By: _____

Name: _____

Address: _____

E-mail: _____

Effective Date: _____

[Appendix “A” to Follow]

APPENDIX "A"

ELIGIBILITY REQUIREMENTS

Please be advised that you must meet and be able to prove to the satisfaction of Producer the following Eligibility Requirements in order to proceed with the application process (including submitting an Audition Video in accordance with Exhibit A) and to participate in the Competition:

1. You must be a legal United States resident, with the unrestricted right to work for any U.S. employer and to live in the United States and you must be eligible to accept the applicable prizes, if awarded. You must provide Producer) with any documentation or proof that Producer requests to confirm the foregoing, including, without limitation, (i) a valid US passport or combination of valid US driver's license and valid social security card, and (ii) any work permits required by the state of California (if any).
2. You must be at least twenty-one (21) years of age. All applicants who meet this criterion, including all persons significantly older than twenty-one (21) years of age, are welcome and encouraged to apply to be a participant.
3. You must be of African descent or be of Black, Latino, Indigenous American, Asian American, or Pacific Islander descent.
4. If you are selected as a competitor, you must be willing to travel (at your expense) to Los Angeles, CA, Aug 14-15 to perform live for the Semi-Finals round. If you are selected as a Finalist, you must be willing to travel (at the Festival's expense) to Washington, D.C. from September 27-29 and be willing to perform live in the Finale show, where a winner (the "Winner") and two (2) runners-up will be selected by a panel of esteemed industry professionals.
5. You do not have any contractual arrangement that would prohibit you from fully participating in the Competition and/or entering into any contracts required by Producer, an agency live performance booking contract, or an exclusive management contract.
6. You may not participate in the Competition if you or any of your immediate family members are an employee, officer, or director of the Producer or any of the sponsors of the Festival as of the date of your entry.
7. You may not participate in the Competition if: (a) the principal source of your income has been derived from performing live comedy shows for the last seven (7) years or more prior to the date of your entry in the Competition; or (b) you have been the headline performer in any comedy program that was produced by or for any broadcast network, cable network or streaming service or in any advertiser-supported comedy program that was shown on any such network or service.
8. The foregoing eligibility requirements may be amended, revised, or changed at any time and in any fashion in the Producer's sole discretion.

YOU ACKNOWLEDGE AND AGREE THAT PRODUCER HAS THE SOLE DISCRETION TO MAKE DETERMINATIONS OF ANY COMPETITOR'S ELIGIBILITY, WHICH ARE BINDING AND FINAL IN ALL RESPECTS, AND PRODUCER RESERVES THE RIGHT TO CHANGE ANY OF THE ELIGIBILITY REQUIREMENTS AT ANY TIME.

[Signature Page to Follow]

Please read, sign and date the following statement (the “Eligibility Statement”):

I hereby acknowledge, agree and affirm that: (i) I have read, I meet and agree to be bound by, the Eligibility Requirements; (ii) if any of the above information is found to be false, inaccurate, misleading or incomplete, I understand this will be grounds for my dismissal from the Competition’s participant selection process and/or from the Competition itself, if selected; (iii) even if I meet the Eligibility Requirements, Producer is not obligated to interview me and/or select me as a competitor; (iv) even if I am selected as a competitor, Producer is not obligated to actually produce the Competition, nor is any Platform obligated to actually broadcast, stream, or otherwise exploit the Competition, even if produced; and (v) all decisions by Producer or the panels selected by Producer concerning the selection of the competitors, the semi-finalists, finalists and the Winner are final and not subject to challenge or appeal.

ACCEPTED AND AGREED TO

By: _____

Name: _____

Date: _____

[Appendix “B” to Follow]

APPENDIX "B"

TERMS AND CONDITIONS ("T&C")

The following Terms & Conditions (the "T&C") apply when you submit your application to participate in the Competition. Please review the following terms and conditions carefully. By applying to participate you signify your acceptance of and agreement to these T&C. If you do not agree to be bound by these T&C in their entirety, you may not apply to participate in the Competition.

I hereby irrevocably consent to the recording, use and reuse of my image, voice (singing and speaking), actions, likeness (simulated or actual), name, any indicia of my identity, photograph, personality, appearance and biographical materials supplied by me or obtained from any source (collectively, "**Likeness**") by Producer, the Platform, the Competition sponsors and advertisers, and any other third party broadcasting, streaming, exhibiting, licensing or otherwise exploiting the Competition, and each of their respective designees, licensees, successors, assigns, direct and indirect parents, subsidiaries, affiliated or related entities, divisions, or business units, and each of their respective employees, agents, contractors, representatives, officers, shareholders, joint venturers, attorneys, financiers, members and directors (collectively, the "**Affiliated Entities**"), in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the Competition, including, without limitation, in and in connection with the production, broadcast, distribution, exhibition, advertising, merchandising, marketing and promotion of the Competition and any other exploitation in connection with the Competition or otherwise, including, without limitation, in the exercise of all subsidiary, allied and ancillary rights for any purpose, and/or in advertising and promotion for Producer and any of the other Affiliated Entities or otherwise. In addition to the use of my Likeness, I hereby irrevocably grant Producer and the other Affiliated Entities all rights of every kind and character whatsoever in perpetuity, throughout the universe, in any and all media whether now known or hereafter devised, in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced or provided hereunder depicting me, my statements, actions or my Likeness and any of my performances, including the Audition Video (defined below) (the "**Recordings**"), (ii) material or images supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured in the Recordings (the "**Statements**"), and (iii) all of the results and proceeds thereof (the "**Results and Proceeds**"; and together with the Likeness, Recordings, and Statements, collectively, the "**Materials**"). I acknowledge that the Materials (including without limitation the Recordings and Statements) are specially ordered by Producer for use as part of a motion picture, television production, or other audiovisual work, and shall be considered a work made for hire for Producer, and therefore, Producer shall own all right, title and interest in and to any and all of the Materials, including all rights of production, manufacture and exhibition thereto including, without limitation, all rights of copyright (and all renewals, extensions, and restorations thereof), trademark and all other intellectual property rights now known or hereafter created, and all allied, ancillary, subsidiary and derivative rights, and the right (but not the obligation) to use all Materials (including without limitation the Recordings and Statements) as part of the Competition or other competitions and contests, audiovisual works and print works, in any or all manners, versions, formats, and media, whether known or hereafter devised. I further irrevocably grant to Producer and the other Affiliated Entities, the right (but not the obligation) to use my Likeness and the other Materials in and in connection with the Competition, including without limitation, any promotion, publicity, marketing, advertising, or merchandising in connection with the Competition or for Producer and the other Affiliated Entities or otherwise in any manner whatsoever. I hereby grant Producer and the other Affiliated Entities the irrevocable right to reproduce, edit, dub, subtract from, add to, modify, or juxtapose any part of the Materials (including without limitation the Recordings and Statements), and/or my Likeness in any manner and to combine them with any other material. I grant the rights hereunder whether or not I am selected to participate in the Competition in any manner whatsoever. **Notwithstanding anything to the contrary contained herein, I acknowledge and agree that Producer has no obligation to review or use my Audition Video in any manner whatsoever, and that Producer has the right, but not the obligation, to use and exploit any of the rights granted by me herein.**

If I am selected as one of the six (6) Finalists (as described in Exhibit A), I agree that Producer shall have the exclusive and irrevocable option for a period of two (2) years from the date a Winner is selected: (a) to produce a live comedy tour (the “**Comedy Tour**”) featuring me as a comedian or stand-up comedy performer (individually or together with other comedy performers); and/or (b) to produce a comedy program or series of programs featuring me as a comedian or a stand-up comedy performer (individually or together with other comedy performers), to be financed and exploited pursuant to an agreement between Producer and a broadcast television network, premium cable channel or streaming service (the “**Comedy Special**”), including, but not limited to, a Comedy Special based on the Comedy Tour. In the event that Producer elects to exercise its option to produce the Comedy Tour and/or the Comedy Special, then I agree to enter into additional long-form agreements (“**Further Agreements**”) with Producer with respect to my services in connection therewith, the terms and conditions of which shall be subject to good faith negotiation to the extent not reflected in this Agreement. Notwithstanding the foregoing, I will not reject any terms and conditions that are offered by Producer that are commensurate with the terms and conditions of similar agreements for comedians of my stature at such time.

I hereby represent and warrant that (i) I have the full right, power and authority to enter into this Agreement and grant the rights herein granted and the consent of no other person or entity (including without limitation any labor organization) is required to enable Producer to use the Materials; (ii) the use of the Materials hereunder by Producer and/or any of the Affiliated Entities will not violate the rights of any third party; (iii) Producer and the other Affiliated Entities shall each have the right to use the Materials free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Producer or any of the other Affiliated Entities. Further, I represent and warrant that I have answered all application questions completely, honestly and accurately, and I acknowledge that if any of the information contained herein is found to be false, that this will be grounds for my dismissal from the Competition participant selection process and/or from the Competition itself, if selected. I agree to indemnify and hold harmless Producer and the other Affiliated Entities, and each of 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 made by me hereunder.

The Competition (including the application process, my travel, and any use by Producer or any other Affiliated Entities of my Likeness, Statements, the Recordings, and/or the other Materials in or in connection with the Competition or the production, distribution, publicity, marketing, promotion, merchandising or any other exploitation of the Competition, or otherwise, or the exercise by Producer and any other Affiliated Entities of any of the rights granted by me hereunder) is subject to all applicable federal, state, and local laws. I hereby: (a) agree that neither Producer nor any of the Affiliated Entities shall have any liability whatsoever for, and shall be held harmless by me (and my assigns, successors, heirs, guardians and/or legal representatives) against any liability for any injuries, losses or damages of any kind to person(s) (including death) or property resulting in whole or in part, directly or indirectly, as a result of my participating in the Competition or any related activity; (b) release Producer and the Affiliated Entities and their respective advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to the Competition and from injuries or damages arising in connection with or relating to my participation in the Competition; and (c) waive any right to claim ambiguity in the Agreement, including, without limitation, these T&C. Producer and the Platform reserve the right to modify these T&C, remove suspect Audition Videos, and/or cancel, terminate or suspend any portion of the participation process and the Competition at any time and for any reason (or no reason at all) in their absolute discretion. Producer reserves the right to exclude, in its sole and absolute discretion, any individual from participating in the Competition for any reason or for no reason at all, including without limitation, violation of any portion of this Agreement, these T&Cs, or tampering with any aspect of the participation process. Producer also reserves the right to change the Program rules and procedures at any time. I further acknowledge and agree that being chosen to participate at any level of the Competition does NOT ensure that I will be selected to further participate in the Competition.

I understand that, in connection with my participation in the Competition selection process and potential participation in connection with the Competition, information may be disclosed to or obtained by me, pursuant to my communications with Producer or otherwise, including, without limitation, information

regarding the Competition's selection process, identities of potential or actual participants or other on-air talent participating in the Competition, Producer's personnel, the content of the Competition, Producer's business methods and practices, and other confidential and/or proprietary information of Producer and any other Affiliated Entities (collectively, the "**Confidential Information**"). I agree that I will not, directly or indirectly, verbally or otherwise, at any time (whether or not I ultimately participate in the Competition) disclose, reveal, publish, disseminate or cause to be disclosed, revealed, published or disseminated ("**Disclosure**"), any Confidential Information to any individual or entity. I understand that Disclosure of the Confidential Information constitutes a material breach of this Agreement and will cause Producer and the other Affiliated Entities substantial and irreparable injury, and accordingly, I agree that In addition, and irrespective of the adequacy, availability, or award of monetary damages, I agree that in the event of such Disclosure in violation of this Agreement, Producer and the other Affiliated Entities are each entitled to seek, among other things, (a) injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement by me, (b) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (c) recovery of Producer's and/or any other Affiliated Entities' attorneys' fees incurred to enforce my obligations under this paragraph.

By participating in the Competition, I agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Competition, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Competition, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will I be permitted to obtain any award for, and I hereby knowingly and expressly waive 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. I acknowledge and agree that the Affiliated Entities, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible submissions or for failure to receive or review submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Affiliated Entities or otherwise, that may limit a contestant's ability to participate in the Competition; (ii) incorrect or inaccurate information whether caused by Internet users, or by any equipment or programming associated with or utilized in connection with this Competition, and the Affiliated Entities assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from my participation in the Competition (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or (iv) any claim by me for defamation or portrayal in a false light. Affiliated Entities assume no responsibility for any damage to my computer system, which is occasioned by accessing the Competition website, or participating in the Competition, 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, or for the incorrect or inaccurate capture of information, or the failure to capture any information. I acknowledge and agree that Producer reserves the right, in its sole discretion, to exclude any participant (including me) that violates the Audition Video Submission Requirements, tampers with the Audition Video process or operation of the Competition or acts in an unsportsmanlike or disruptive manner, with intent to threaten, abuse or harass any other person, or for any other reason as Producer may decide in its sole discretion. I further acknowledge and agree that if, for any reason, the Competition is not capable of operating as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Producer, corrupt or affect the administration, security, integrity or proper conduct of the Competition, Producer reserves the right, at their absolute discretion, to close, cancel, terminate, modify, or suspend the Competition.

This Agreement is deemed entered into in Los Angeles County, California, and is governed by and interpreted in accordance with the laws of the State of California (but not its conflict of law rules) applicable to agreements executed and fully carried out within California. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein. Any waiver by Producer or Affiliated Entities of any term of this Agreement in a particular instance will not operate as a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this Agreement will in no way affect the validity or enforceability of any of the remainder of this Agreement. Producer and Affiliated Entities and I agree that any controversy, dispute or claim arising out of or relating to (i) this Agreement, its enforcement, arbitrability or interpretation or (ii) my possible appearances or participation in the Competition that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, "**Matters**") and cannot be resolved through direct discussions, agree to endeavor first to resolve by mediation conducted in the County of Los Angeles administered by JAMS or its successor 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 BEFORE A SINGLE ARBITRATOR 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, AND WILL BE PROVIDED BY PRODUCER UPON REQUEST), 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 PARTIES RECOGNIZE THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR MUST BE A RETIRED JUDGE OF A STATE OR FEDERAL COURT, LICENSED TO PRACTICE LAW IN CALIFORNIA, BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND SELECTED FROM THE JAMS' PANEL OF ARBITRATORS PROFFERED BY ITS LOS ANGELES, CALIFORNIA OFFICE. ANY APPELLATE PANEL MUST CONSIST OF THREE NEUTRAL MEMBERS, SUBJECT TO THE FOREGOING REQUIREMENTS. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR AFTER GOOD FAITH DISCUSSION, THE ARBITRATOR SHALL BE CHOSEN BY JAMS PURSUANT TO THE REQUIREMENTS OF THIS PARAGRAPH. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES, CALIFORNIA. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. 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, EXCEPT AS PROVIDED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PRECEDING PORTION OF THIS PARAGRAPH, IF AND TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY CLAIM NOT OTHERWISE WAIVED HEREIN AND BROUGHT UNDER ANY FEDERAL OR STATE STATUTE THAT MANDATES SPECIFIC TYPES OF UNWAIVABLE REMEDIES, THE FOLLOWING SHALL APPLY: (i) THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD OTHERWISE HAVE BEEN AVAILABLE IN COURT; AND (ii) THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM. NOTWITHSTANDING THE REQUIREMENTS SET FORTH ABOVE OR ANYTHING TO THE CONTRARY HEREIN, I RECOGNIZE AND ACKNOWLEDGE THAT GIVEN THE

UNIQUE NATURE OF THE COMPETITION AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY PUBLICITY OR CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR THE PLATFORM'S INTELLECTUAL PROPERTY RIGHTS WOULD CAUSE PRODUCER AND THE PLATFORM IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I HEREBY AGREE THAT PRODUCER AND THE PLATFORM WILL ALSO BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF (WITHOUT POSTING BOND) FROM ANY COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT PURSUANT TO CALIFORNIA CODE OF PROCEDURE SECTION 1281.8 AND ANY SUCCESSOR STATUTE. The parties agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties. By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.

I have been given ample opportunity to read, and I have carefully read this entire Agreement. I represent and warrant that I have the full right, power and authority to grant the rights herein. Nothing contained in this Agreement shall be deemed to constitute an employment relationship, joint venture, or partnership between Producer, and me, or the Platform, and me, nor shall I be deemed Producer's or the Platform's agent for any purpose. I understand that Producer is making substantial expenditures in reliance upon my consent and that I may not revoke the rights I have granted herein. I hereby certify that I intend to be legally bound hereby. I acknowledge that I have been offered a copy of this Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing this Agreement, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, I have executed this Agreement as of the Effective Date.

By: _____

Name: _____

Address: _____

E-mail: _____

Effective Date: _____

[Exhibit A to Follow]

EXHIBIT A

COMPETITION DESCRIPTION:

BTF's flagship event, the 'Breakout Comedian of the Year' competition, provides a platform for discovering and nurturing burgeoning BIPOC stand-up comedy talent, leading them towards promising career opportunities in film and television. Drawing hundreds of entries nationwide, the competition culminates with the top six finalists vying for the grand prize of \$10,000 and the opportunity to secure representation by a prominent Hollywood talent agency.

AUDITION VIDEO SUBMISSION REQUIREMENTS (HOW TO ENTER):

1. Complete all required fields and upload one (1) audition video featuring a stand-up comedy routine performed solely by you, of between 4-5 minutes in length, recorded after January 1, 2023.
2. Please state your name and hometown at the top of the submission and record horizontally.
3. All backgrounds, clothing and any product(s) that appear(s) in the video must be free of trademarked materials (such as logos, artwork, type treatments, etc.).
4. Audition video must be an MP4 or MOV file and available online (via video sharing sites Vimeo.com or YouTube.com). If the link is private, you must also provide the password.
5. One (1) entry per person only
6. Submission Fee: Free
7. Submission Deadline: June 20, 2024

JUDGING AND SELECTION OF SEMIFINALISTS, FINALISTS AND WINNER:

1. All eligible submissions will be judged by a panel of industry experts (the "Selection Committee"), whose decisions are final on all matters relating to this competition. The Selection Committee will base its decisions on the following criteria: Performance - 50%, Originality of Material - 50%.
2. Semifinals – Up to sixteen (16) comedians will be selected from the pool of submissions to perform live in Los Angeles in the semifinal round taking place August 13-15 (date subject to change). Six (6) of the competitors (the "Finalists") will be selected by a panel of esteemed industry professionals to advance to the next round.
3. The Finale – The Finalists will perform at the Festival in Washington, DC, on Saturday, September 28. One (1) competitor will be selected as the Winner by a panel of esteemed industry professionals and receive a grand prize of \$10,000. The first and second runners-up will receive cash prizes of \$3,500 and \$1,500 respectively.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PRODUCER RESERVES THE RIGHT, TO DETERMINE IN ITS SOLE AND ABSOLUTE DISCRETION, IF YOU ARE ELIGIBLE TO SUBMIT AN AUDITION VIDEO AND TO PARTICIPATE AS A COMPETITOR IN THE COMPETITION. PRODUCER SHALL ALSO HAVE THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT ANY ELIGIBLE PERSON TO ADVANCE TO ANY ROUND OF THE COMPETITION, AND TO DETERMINE THE WINNER AND RUNNER-UPS FOR THE COMPETITION.