

***NASCAR Angels* Season Two: 2008-2009**
Selected Metropolitan Areas and Application Deadlines

<u>Metro Area</u>	<u>Application Deadline</u>
Phoenix	September 12, 2008
Charlotte	October 3, 2008
Las Vegas	November 1, 2008
Los Angeles/San Diego	December 1, 2008
Houston	January 15, 2009
Birmingham	February 1, 2009
Sacramento	March 1, 2009

Send completed Applicant Agreement Package to:

MagicDust Television, 9633 South 48th Street, Suite 185, Phoenix, Arizona 85044

NASCAR Angels ***Applicant Agreement Package***

NASCAR Angels is a television show with a simple mission: to help people and to fix broken vehicles. But before that can happen, we must identify the “situations” to feature. These situations may involve an individual, a family, an organization or members of an organization. We are looking for deserving people and people who are helping others. We want to reward their goodness with the gift of vehicle repairs from *NASCAR Angels*. We want stories that have viewer appeal: excitement, emotion, warmth, a sense of worthiness, inspiration, creativity.

We invite you to nominate someone, or yourself, by completing this application.

Applications must be typed or clearly written and should be accompanied by a videotape or DVD. Any expenses incurred during the application process (i.e., postage, shipping, material preparation, videotape, DVD, photos) are the sole responsibility of the individual submitting the application. Producers will not reimburse these expenses. All decisions of the Producers are final and absolute and not subject to inquiry. We cannot confirm receipt applications. Please know that anything you send to us **WILL NOT BE RETURNED** and becomes property of MagicDust Television LLC. You may want to make a copy of your application video as a keepsake since it will not be returned to you.

The videotape or DVD must meet the following restrictions:

1. Length: Maximum is three (3) minutes.
2. Format: Mini-DV (preferred), VHS or DVD only. Label tape/DVD and packaging with your name and address.
3. Content: Be creative! Tell us why the applicant is special and deserving to be featured on *NASCAR Angels*. Be sure to include shots of the vehicle!

Only applications that are complete will be considered. Complete applications consist of:

1. Completed and signed Applicant Agreement Package including Standard Eligibility Requirements and Authorization, Waiver and Release Agreement.
2. Three-minute videotape or DVD labeled clearly with your name and address.

Return completed application to:

MagicDust Television, 9633 South 48th Street, Suite 185, Phoenix, AZ 85044

Thank you for your time and effort in applying to *NASCAR Angels*!

TO BE COMPLETED BY NOMINATOR

Your Name _____

Address _____

Organization (if applicable) _____

City _____ State _____ Zip _____

Day phone _____ Evening _____

Cell _____ e-mail _____

How did you hear about *NASCAR Angels*?

Name of Nominee _____

Briefly explain your relationship to this individual and why you feel he or she is deserving of vehicle repair.

Does the potential candidate have video or pictures that help depict the specific situation for which they are being recognized (if applicable)? _____

TO BE COMPLETED BY NOMINEE

_____ *Yes, I have read the Rules of Eligibility and I fulfill these requirements.*

Your Name _____

Address _____

Organization (if applicable) _____

City _____ State _____ Zip _____

Day phone _____ Evening _____

Cell _____ e-mail _____

Briefly explain why vehicle repairs would be of particular benefit to you.

Describe the vehicle that requires repair:

Year _____ Make _____ Model _____

Mileage _____ VIN # _____ Tire size _____

Was this a used vehicle at purchase? _____ When did you purchase? _____

To your knowledge, has the vehicle been involved in an accident? _____

If so, please describe damage, to your knowledge: _____

Major services in the past:

Next anticipated service: _____

Current problems/symptoms/repair needs:

Equipment (check all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> MP3 (Single CD) | <input type="checkbox"/> Power Seat |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> MP3 (Multi CD) | <input type="checkbox"/> Dual Power Seats |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Premium Sound | <input type="checkbox"/> Flip-Up Roof |
| <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Navigation System | <input type="checkbox"/> Power Sun Roof |
| <input type="checkbox"/> Tilt Wheel | <input type="checkbox"/> DVD System | <input type="checkbox"/> Moon Roof |
| <input type="checkbox"/> Cruise Control | <input type="checkbox"/> Dual Front Air Bags | <input type="checkbox"/> Rear Spoiler |
| <input type="checkbox"/> AM/FM Stereo | <input type="checkbox"/> Front Side Air Bags | <input type="checkbox"/> Alloy Wheels |
| <input type="checkbox"/> Cassette | <input type="checkbox"/> F&R Side Air Bags | <input type="checkbox"/> Premium Wheels |
| <input type="checkbox"/> Single Compact Disc | <input type="checkbox"/> ABS (4-Wheel) | <input type="checkbox"/> Premium Wheels
19"+ |
| <input type="checkbox"/> Multi Compact Disc | <input type="checkbox"/> Leather | |

If chosen as a candidate:

The candidate producer for *NASCAR Angels* will come to your home (or designated location in your city) to conduct an interview, take photos and shoot videotape of your vehicle. This will take 60-90 minutes.

If chosen as a recipient:

- **You must be available to *NASCAR Angels* crew during week of production;**
- **You must be flexible to adjust to unanticipated schedule changes that week;**
- **You (and/or your nominator) must be able to gather a minimum group of 50 people to take part in a 60-90 minute presentation when your vehicle is returned;**
- **You (and/or your nominator) will be invited to offer input on appropriate location(s) to consider as reveal site.**

Standard Eligibility Requirements

1. Applicant(s)/nominee(s) must be a U.S. citizen(s) and reside in the United States.
2. Applicant(s)/nominee(s) must be at least 18 years of age.
3. Applicant(s)/nominee(s) authorize Producer to conduct a background check.
4. If selected as a participant, applicant(s)/nominee(s) must not be a candidate for public office and must agree not to become one until one year after the initial broadcast of the Program in which they appear.
5. Applicant(s)/nominee(s) or any immediate family members (spouse, ex-spouse, parents, siblings, children) and household members (whether related or not) may not be employees, officers, directors, representatives or agents of NASCAR, Inc. or its subsidiaries (NASCAR), NASCAR Digital Entertainment LLC (NDE), MagicDust Television LLC (Producer), Litton Entertainment, Inc. (Syndicator), known sponsors of the Program or their advertising agencies, any station initially airing the Program, and/or their respective parent, subsidiary, or affiliated companies, licensees, partners and assigns.
6. Applicant(s)/nominee(s) must never have been convicted of a felony or misdemeanor, other than a minor traffic violation, and have never had a restraining order or other injunctive relief entered against them. Applicant(s)/nominee(s) must not be subject to any outstanding criminal warrants.
7. Applicant(s)/nominee(s) must not have appeared in a prime-time television reality/game show series or are not involved in the current production of any such television show.
8. If selected as a participant, applicant(s)/nominee(s) must execute all waivers and release agreements required by the Producer, NASCAR and/or NDE.
9. Applicant(s)/nominee(s) authorize a diagnostic inspection of their vehicle and any subsequent repairs, maintenance or modifications to said vehicle to be performed by a repair facility and technicians chosen at the sole discretion of Producer and/or NASCAR.
10. Applicant(s)/nominee(s) grant Producer all rights to publish any video, audio and other material submitted for consideration whether or not the applicant(s)/nominee(s) is chosen to receive vehicle repairs.
11. To receive an invitation to be a recipient of vehicle repairs, an applicant/nominee must complete and timely return the Applicant Agreement Package (to be furnished to the selected applicants/nominees).
12. Applicant(s)/nominee(s) must be available to participate in a full week of videotaping without creating a hardship on their family. Applicant(s)/nominee(s) will not be reimbursed for any lost wages, commissions or other income that would have been earned or otherwise received during the week of videotaping.
13. Anything sent to Producer will not be returned and becomes the property of Producer.

14. Applications are to be invited from specific metropolitan areas determined solely by Producer and NASCAR. See selected metropolitan areas and application deadlines attached to this application.

15. Decisions for show finalists and participants rest solely with Producer. Producer will look for the best fit between storyline, need of the applicant(s)/nominee(s) and personality that will make good television. There are no specific criteria for consideration beyond the subjective measures of viewer appeal, emotion, excitement, warmth, sense of worthiness, inspiration and/or creativity. Producer's decisions are final and absolute and not subject to appeal or inquiry.

I warrant that I (and if I am under 18, I and my legal guardian) have read the above Standard Eligibility Requirements, that I/we are fully familiar with their contents, and that I meet and agree to abide by the Standard Eligibility Requirements set forth above.

Participant Signature _____

Name (Please print) _____

Date _____

I, _____, as guardian of the Participant do hereby certify that Participant meets and agrees to abide by the Eligibility Requirements set forth above.

Date _____

Authorization, Waiver and Release Agreement

I, _____, desire to voluntarily participate in interviews and videotaping for the television show currently entitled “NASCAR Angels” (“Program”).

In consideration of your reviewing my application for possible participation in the Program, I acknowledge, represent, warrant and agree as follows:

1. I am 18 years of age or older (or if under 18, I have the signed consent of my parent or legal guardian).
2. I have no medical, physical or emotional condition that might interfere with my engaging in the Program.
3. I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to participate in the Program or that might impair my judgment while participating in the Program.
4. I will follow all rules made and directions given by MagicDust Television LLC (“Producer”), NASCAR, Inc. (“NASCAR”) and/or NASCAR Digital Entertainment LLC (“NDE”) and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities in connection with the Program.
5. I meet and agree to comply with the Standard Eligibility Requirements attached hereto.
6. I understand Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the Program. I understand that I will not be paid any money or given any other consideration for giving Producer the rights listed in this Authorization, Waiver and Release Agreement (“Agreement”) or for signing this Agreement.
7. I hereby acknowledge that: (i) I have answered all application questions honestly and accurately; (ii) I will immediately inform Producer if any information I have provided becomes false or incomplete; (iii) if any of the above information is found to be false or incomplete this will be grounds for dismissal from the participant selection process, and/or from the Program if selected; (iv) even if I meet the above eligibility requirements, Producer has no obligation to interview me and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to publish the Program; (vi) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (vii) Producer has no obligation to return any materials submitted by me whether or not I am selected as a participant.
8. I hereby consent to the recording, use and reuse by Producer, NASCAR, NDE, Litton Entertainment, Inc. (“Syndicator”), any station airing the Program and their respective parent companies, subsidiaries, affiliated entities, licensees and assignees, together with their respective employees, agents, representatives, officers and directors (collectively “Releasees”) of my voice, actions, likeness, name, appearance, biographical material, and any information furnished to Producer in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively “Likeness”) as edited, altered, or modified by the Releasees, in any and all media now known or hereafter devised, in any and all versions, worldwide

in perpetuity, in or in connection with the Program. I agree the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree the Releasees own all right, title, and interest (including, without limitation, all copyrights) in and to any video, photographic images and audio that I or others on my behalf have provided in connection with my application and any other materials that I have provided or may provide in connection with the Program (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised in any and all versions worldwide, in perpetuity. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program. I hereby grant Producer these rights including, but not limited to, copyright in and to the Likeness and Materials hereunder, whether or not I am selected to participate in the Program. I agree to release, defend, indemnify and hold harmless Releasees from any and all claims, actions, lawsuits, liabilities and expenses arising out of or relating to its recording or use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity). I understand that I will not be paid any money for giving Releasees these rights, or for signing this Agreement.

9. I hereby authorize Producer and its designees to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer, NASCAR, NDE and their respective designees to secure information about my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I specifically authorize investigation of my employment record, medical record, and government records, including, but not limited to, my motor vehicle record, civil record, criminal record and consumer report(s). I agree to execute any authorizations, consents and releases requested from me by Producer, NASCAR and/or NDE and their respective designees in connection with their investigation of me. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation.
10. I hereby agree to treat all information and material I receive or acquire as part of my participation in the selection process for the Program as strictly confidential and to not disclose any such information to any third party. I specifically acknowledge that the financial value of the Program to Producer, NASCAR and NDE depends on confidentiality and I agree to be responsible for any and all damages, including consequential damages that Producer and/or any of the Releasees may suffer if I breach this confidentiality provision.
11. I fully understand I am solely responsible for any and all taxes which may be payable due to my receipt of vehicle repairs, goods and/or services (collectively, the "Repairs") received as part of my participation in the Program.
12. I fully understand Releasees, in their sole discretion, will determine repair facilities and technicians to perform the Repairs. I hereby authorize Producer and its designees to inspect my vehicle and to perform the Repairs that Producer and its designees deem necessary in their sole discretion.
13. I fully understand Releasees are not acting as the manufacturer or distributor of the Repairs. With respect to any claims I may have, or which may arise out of my receipt of the Repairs, I agree I shall look solely to the Repairs' manufacturer or others in the chain of production and distribution of the

Repairs, excluding Releasees. I acknowledge and agree that Releasees have not made any representations or warranties with respect to the Repairs.

14. My participation in the Program is at my own risk. I release Releasees from any and all claims, actions, damages, liabilities losses, cost and expenses, in any way arising out of or resulting from the Repairs or my participation in the Program, including, without limitation, any and all claims, actions and liabilities for injury, loss or damage to me, to anyone else or to any property, regardless of whether or not such injury, loss or damage was caused by the negligence or willful misconduct of the Releasees or of any of their respective officer, directors, agents, representatives or employees, or anyone else connected with the Program.
15. I agree to release, defend, indemnify and hold harmless the Releasees and all media and production companies affiliated with or associated with the production, promotion and/or broadcast of the Program and their respective employees, agents, officers and directors from and against any and all claims, actions, lawsuits, liabilities and expenses arising from or relating to: (a) my participation in the Program including, without limitation, the participant selection process, (b) the use of my Likeness and/or the Materials, (c) any of my acts or statements relating to or in connection with the Program; and (d) any breach of my representations or warranties herein. I acknowledge that there is the possibility that after my execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement and the releases contained therein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims, and I hereby release Releasees for any such unknown or unsuspected claims.
16. I acknowledge that in the event of a breach of this Agreement by Producer or any third party, the damage, if any, caused me will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I acknowledge and agree that I will not have the right to rescind this Agreement or any of Releasees' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Program, or any subsidiary or allied rights with respect thereto, or any other results and proceeds hereunder.
17. This Agreement shall be deemed to be entered into in Maricopa County, Arizona, and shall be governed by and interpreted in accordance with the laws of the State of Arizona applicable to agreements executed and fully carried out within Arizona. Any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Program may only be brought in Maricopa County, Arizona, and I hereby agree that the courts of Maricopa County, Arizona, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or controversies arising under or relating to this Agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producer and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producer and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Phoenix, Arizona office. I agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. I 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, will be treated as confidential and will 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; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producer shall have a right to injunctive or other equitable relief as provided by law.

18. Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by both the Producer and me. No waiver by the Producer of any term or condition of this Agreement will be construed as a waiver by the Producer of any other term or condition; nor will any waiver by the Producer of any default under this Agreement be construed as a waiver by the Producer of any other default. It is further understood and agreed that no failure or delay by Releasees in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

I warrant that I (and if I am under 18, I and my legal guardian) have every right to contract in my name in the above regard. I further state that I/we have read this Agreement prior to its execution, and that I/we are fully familiar with its contents.

Participant Signature _____

Name (Please print) _____

Social Security Number _____

Address _____

Telephone _____ Date _____

I, _____, as guardian of the Participant do hereby consent and agree to this Authorization, Waiver and Release Agreement.

Date _____