

UPDATED September 25, 2012

Unofficial Summary of Changes:

1. The Application Deadline has been extended to October 14, 2012.
2. Producer may select Finalists during the period commencing between September 28, 2012 and ending October 15, 2012.
3. Producer may contact potential Finalists to confirm their availability to participate in the Series, up until the last day of principal photography if a last minute availability in a Show or the Series arises.
4. Applicants who are members of a professional performing arts union or guild (ACTRA, etc.) may be considered eligible Applicants if they obtain a waiver from the applicable union or guild to participate in the Series in a form that is acceptable to Producer.

UPDATED September 14, 2012

Unofficial Summary of Changes:

1. The Application Deadline has been extended to September 28, 2012.
2. Announcements of any In-Person Auditions will be posted on the Website no later than September 25, 2012.
3. An Honorarium of \$100.00 for each Talent Performance that appears on the Show has been added.
4. Provision has been made for potential audience input in determining the Winner of each Show.
5. Provision has been made for Producer to potentially provide Talent Performance suggestions to Finalists who appear on the Show.

**“ZOINK’D!” SEASON TWO”(the “Series”)
Official Rules and Regulations (the “Series Rules”)**

1. THE APPLICATION PERIOD

The Application entry period commences at 10:00 am Eastern Time (“ET”) on July 17, 2012 and concludes at 11:59 pm ET on October 14, 2012, which may be extended in the Producer’s sole discretion (the “Application Period”)

2. ELIGIBILITY AND CONDITIONS OF APPLICATION AND PARTICIPATION

Since the Series is designed to showcase and judge the talent of Canadian performers who have roughly the same level of experience and maturity, the Series is open to citizens or permanent residents of Canada, or Aborigines who permanently reside within the territorial boundaries of Canada, who have reached the age of majority in his or her province or territory of residence and are otherwise eligible according to the criteria stated in the Series Rules (“Applicants”).

Employees, directors and officers of YTV Canada, Inc. (“**YTV**”), Giggles Gags and Goo Inc. (“**Producer**”), and Corus Entertainment Inc., any affiliate (as defined in the Canada Business Corporations Act) of the Producer (the “**Affiliates**”), employees, directors and officers of their respective advertising and promotional agencies, including but not limited to, any sponsor providing Grand Prizes to the Series, or any person or entity involved in the development, production, distribution or other exploitation of the Series or any version or variation thereof as well as family members (defined as spouse, ex-spouse, parents, siblings, children, step-children) of any of the foregoing or those with whom they are domiciled are not eligible to participate in the Series.

It is a condition of entry and participation in the Series that the eligible Applicants have not entered into any contractual, sponsorship or other arrangement in respect of his/her name, likeness, image that in the Producer’s sole opinion would conflict with eligible Applicant’s participation in the Series. Eligible Applicants must not belong to any professional performing arts union (i.e. ACTRA, Union of BC Performers, etc.), guild or be a party to any collective bargaining agreement relating to the subject-matter hereof, and will not become so subject. Notwithstanding the foregoing, Applicants may be considered for eligibility if they obtain a waiver (the “**Waiver**”) from any applicable professional performing arts union expressly permitting such Applicants to participate in the Series and confirming that such participation will not be subject to any collective bargaining agreement; provided, however, that Producer will have the right to approve the Waiver in its sole discretion. If Producer approves the Waiver, Applicants agree to waive all fees, residuals and other payments of whatsoever nature (if any) that may otherwise have been payable to Applicants in connection with their participation in the Series pursuant to any applicable collective bargaining agreement.

Producer reserves the right to request, at any time, valid proof of age (e.g. birth certificate). Eligible Applicants must not have a criminal record or any pending criminal charges. All eligible Applicants must agree to sign an Applicant release form found on the www.ytv.com (the “**Website**”). Eligible Applicants will be required to keep any and all information regarding the Series, and their involvement in it, completely confidential, and will be prohibited from conducting any interviews or providing any comment or information to the public and the media about their participation in the Series, without the prior written consent of the Producer.

As noted above, all Applicants must be Canadian citizens or permanent residents of Canada, or Aboriginals who permanently reside within the territorial boundaries of Canada and must be legally able to travel to, and work in, Toronto, Canada. Applicants must consent to civil, criminal, financial and employment background checks, or such other background checks the Producer, deems appropriate.

3. **HOW TO APPLY**

- (1) **Online Applications:** All interested Applicants must visit the Website during the Application Period to complete in full and submit an online Series registration form (“**Application**”).
- (2) **Video Submission:** In addition to the Application, all interested Applicants must submit a video of their talent (the “**Video**”). All Videos submitted must be in accordance with the Video Requirements (see below). **No Applicant will be considered unless he or she has submitted an Application and Video.**

- (3) **Optional In-Person Audition:** In addition to submitting the Application and the video, Applicants have the option to apply for an in-person audition (“In-Person Audition”). In-Person Auditions will be held at Corus Quay, 25 Dockside Drive, Toronto, Ontario, M5A 0B5 during the Application Period, on dates and times to be announced on the Website no later than October 10, 2012. Once In-Person Audition dates are announced, Applicants who wish to attend an In-Person Audition must contact Producer by email at zoinkd@corusent.com. In-Person Auditions are not guaranteed and will be by appointment only, permitted and scheduled by Producer in its sole discretion.

NOTE: A person may submit no more than one (1) individual Application and one (1) group Application during the Application Period.

Multiple Applications will be discarded. Applications are subject to verification and will be declared invalid if they are reproduced, falsified, altered or tampered with in any way.

4. VIDEO REQUIREMENTS

Every Video must comply with the following requirements:

- i. must be no longer than five (5) minutes;
- ii. acceptable formats include: .wmv, .mov or .mpg with a maximum file size no more than 10 MB;
- iii. must be in English;
- iv. must not be defamatory or disparaging of any individual or group of persons;
- v. must be free from vulgar language or sexually explicit language, expletives, suggestion of gratuitous violence;
- vi. must be original and not infringe the rights of any third party, including but not limited to, privacy rights, or contain any third party logos, trademarks, or copyrighted materials;
- vii. must involve a performance by the Applicants;
- viii. must be compliant with the Canadian Broadcast Standards Council’s Code of Ethics (<http://www.cbcs.ca/english/codes/cabethics.php>).

The Videos selected will be reviewed, and potentially edited, before being posted on the Website. Applications will be disqualified if the Application is not fully completed during the Application Period, or if the Video does not conform to the Video Requirements. The Videos selected by Producer that are deemed appropriate will be reviewed by the Series casting team who, in their sole discretion, will determine if Applicant’s video will be posted on the Website, included in the Series in any form and/or if Applicant will be considered for the Series.

If a Video is selected for possible inclusion on the Website, Producer, in its sole discretion, may request the Applicant re-do and resubmit part or all of the Video, or the underlying performances, prior to it being posted on the Website.

5. CONTENT RIGHTS

By entering the Series, each Applicant grants to Producer and its licensees and/or assigns:

(i) a royalty-free, perpetual, non-exclusive licence in and to the Video and results and proceeds from his or her participation in and in connection with the Series, including but not limited to, the exclusive unconditional and irrevocable right throughout the universe in perpetuity to exhibit, display, distribute, reproduce, translate, modify, edit or otherwise use, in whole or in part, (or refrain from doing so) the Video, on the Website, in and connection with the Series (including, without limitation, any portion of his or her appearance on the Show, outtakes, interviews or at any auditions and the appearance of Applicants' performance on the Show) and/or for advertising or promoting the Series or for any other reason in any manner whatsoever, and by any and all means and media, whether now known or hereafter devised ("**Media**"), without any compensation. Applicant hereby waives unconditionally and irrevocably any so-called "Moral Rights" wherever so recognized throughout the universe. Media shall include, without limitation, any and all forms of television (including without limitation, commercially sponsored, sustaining, and subscription television, free television, syndicated television, pay television, cable, pay-cable, MDS, LPTV, satellite, broadcast); video cassettes, discs and DVD, CD-ROM; interactive media, the Internet, on-line services, wireless services, MMS and SMS messaging. The rights granted to Producer in this Section shall also include, without limitation, the right to produce spin-offs, sequels and remakes, advertising and promotion rights and merchandising rights including but not limited to the decision to enter into Option Agreements, as defined below;

(ii) permission to use the Applicant's Video, his, her or their name(s), voices, statements about the Series and/or photographs or other likenesses without compensation, in any publicity or advertisement carried out by the Producer, in any manner whatsoever, including audio, print, broadcast or the Internet; and

Each Applicant further agrees to release and hold harmless the Producer, the Affiliates and its advertising and promotion agencies, and each of their respective agents, employees, directors, successors, and assigns, against any and all claims, injury or damage arising out of or in relating to Applicant's participation in the Series, and further against any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

6. FINALIST SELECTION, TALENT SHOW APPEARANCE AND SELECTION OF WINNER

(i) Commencing on or about September 28, 2012 and ending on or about October 15, 2012 at 11:59 pm ET (inclusively, the "**Selection Period**"), approximately two hundred (200) eligible Applicants will be selected as potential finalists based on a combination of information given in the Applicant's Application, the accompanying Videos, and the particular unique skill, originality, creativity and all-around entertainment value exhibited by the Applicant, to be decided in the

Producer's sole and absolute discretion (the "**Finalist(s)**"). Producer, in its sole discretion, may choose to alter the number of Finalist(s) and/or may choose to extend the Selection Period.

- (ii) The potential Finalists will be contacted by a Producer's representative during the Selection Period or shortly after the Selection Period by telephone and/or email, as provided by the Applicants in their Series entry form to confirm their availability to participate in the Series, provided that Producer reserves the right to contact some Finalists up until the last day of principal photography if a last-minute availability in a Show or the Series arises. Any applicants who are selected as a potential participant in the Series must execute waivers and release agreements, including a Series agreement and release and any and all other agreements as required by the Producer or the Network, or any of their licensees, successors or assigns. Potential Finalists found to be ineligible or who decline to be chosen as a Finalist, for reasons including but not limited to, compliance with the terms set out in these rules and/or the Participant Series Agreement or who are unable to be contacted (including failing to return phone calls or emails), or who are unable to travel to the taping of a Series program taking place in Toronto, Ontario (the "**Show**") on or about October 1, 2012 until on or about October 31, 2012, will forfeit their chance to appear on air and another Finalist will be chosen from the pool of Applicants.
- (iii) It is anticipated that there be a total of twenty-two (22) Shows initially broadcast during 2012 and 2013. It is anticipated (but not guaranteed) that all of the Finalists will be divided, as determined by Producer in its sole discretion, into approximately (22) groups of approximately eight (8) Finalists. It is further anticipated (but not guaranteed) that approximately one hundred and seventy-six (176) Finalists may be taped for each of the twenty-two (22) Shows but there is no obligation on the part of Producer to include every Finalist's performance in the broadcast of the final cut of the Show. Producer may also select alternate or "back-up" Finalists to potentially participate in Show tapings, in its sole discretion.
- (iv) Transportation, accommodations and other reasonably necessary expenses to the Finalists appearing in the Show will be arranged and provided for by Producer, in its sole discretion. During each Show the designated group of Finalists will perform their talent as per their Video submission, and/or with such reasonable modifications as requested and/or suggested by Producer, in its sole discretion, for a panel of Show judges (to be named and selected at Producer's sole discretion) in front of a live audience. For each individual talent performance ("**Talent Performance**") performed during the Show, an honorarium of \$100.00 (One Hundred Dollars) (the "**Honorarium**") will be paid by Producer to the Finalist who performs in such Talent Performance. For clarity, where a Talent Performance is performed by more than one Finalist, the Honorarium will be divided equally among all Finalists performing in that particular Talent Performance. In each Show, one (1) eligible Finalist will be selected by the Show judges, with potential input from Producer, and potential input from the live studio audience (e.g., via voting or other method as determined by Producer), at Producer's sole discretion, as the winner (the "**Winner**") of the Grand Prize, as

described below. The decision of the Producer in the selection of the Winner is final and binding.

- (v) Producer reserves the right, in its sole discretion, at any time and without notice, to change the structure of the Series as it sees fit, including but not limited to, the proposed schedule, adding or deleting auditions or performances, the number of Applicants, elimination rounds or requests for additional performances.

7. THE GRAND PRIZE

Each of the 22 Shows will crown one Winner per Show, and each Show Winner will be eligible to receive one grand prize of CDN\$1,000 (the "**Grand Prize**"). In addition, Producer may elect, in its sole discretion to supplement the Grand Prize with an additional bonus payable to Winner ranging from CDN\$1.00 to CDN\$2,000. If the Winner consists of a group of individuals, all members of the group must sign and submit to Producer a group direction and release authorizing and directing Producer to allocate and pay the Grand Prize to the individual group members in accordance with the terms of the group direction and release.

8. NO REPRESENTATIONS OR WARRANTIES

Neither Producer nor any Affiliate makes any representation or offers any warranty, express or implied, as to the quality or fitness of any products or services provided or the Grand Prize awarded, or level of promotion provided, in connection with the Series. Grand Prize Winners understand and acknowledge that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Producer should any product or service, including but not limited to, a the Grand Prize or any other prize fail to be fit for its purpose or is in any way unsatisfactory to a Finalist.

9. ADDITIONAL AGREEMENTS AND CONDITIONS REQUIRED OF FINALISTS

Before being considered as a Finalist for the Show, the selected Applicant must:

- a) Sign a Series Participant Release and Declaration and Release of Liability (the "**Release Forms**") confirming that by applying to participate in the Series:
 - he or she read, understood and accepted these Series Rules;
 - has signed or will sign an assignment of copyright and waiver of moral rights relating to the Video and results and proceeds from his or her participation in and in connection with the Series;
 - that he or she understands that participation in the Series or acceptance of the Grand Prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
 - that he or she nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Series and winning a Grand Prize and that the Series is in no way intended to be an invitation or inducement to perform hazardous or risky stunts;

- that he or she releases the YTV Canada Inc., Corus Entertainment Inc., Producer, the Affiliates, and all of their directors, officers, employees, agents as well as their respective advertising and promotional agencies (collectively, the “**Releasees**”) from any and all liability arising in connection with participation in the Series and acceptance of a Grand Prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Series or accepting a Grand Prize, whether suffered by the Grand Prize Winner, or by his or her heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees;
- that the Producer, its parent company, Affiliates, licensees and assigns have the right (but not the obligation) to enter into exclusive option agreements with each of the Finalists in respect of live performances, recording, broadcasting, promotion, consultation, artist management, touring, merchandising and audiovisual performance rights on terms to be agreed in good faith (each, an “**Option Agreement**”);
- that he or she has not entered into, nor will not enter into during the beginning of the Application Period and continuing for one (1) year after the last Show of the Series, or for so long as the Producer and the Applicants are entered into any Option Agreements, whichever is later (the “**Exclusivity Period**”), any contract or arrangement that might, in the sole discretion of the Producer, interfere with his or her ability to participate in the Series or with Producer’s rights hereunder. To this end, Finalists must advise Producer in advance of every public performance or appearance relating to the applicable talent and obtain Producer’s prior written approval to so appear (which may be withheld in Producer’s sole but reasonable discretion);
- that he or she shall not intentionally reveal, divulge, or expose any confidential information or secret elements of Applicant’s performance and/or the Show (“**Secrets**”), if applicable, and
- that the Producer may require Applicants to sign further documents and agreements as a condition of their participation in the selection process and the Show. Applicant agrees to execute such further documents and instruments and do any other acts or deeds as Producer, its licensees or assigns, may reasonably request in order to effectuate this Agreement or as otherwise required to evidence or protect Producer’s rights hereunder.

Release Forms will be emailed to Applicants at the email address provided on his or her Series entry form. Participation will only be granted upon return of fully executed Release Forms to the email or fax number provided to the Applicant. Failure to return a signed Release Form as instructed within five (5) business days of being sent by the Producer will result in forfeiture of Applicant’s eligibility to participate as a Finalist in the Series.

10. GRAND PRIZE SUBSTITUTION

The decision of the Show judges and Producer is final and Grand Prize and Grand Prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions. The Producer reserves the right, in its sole discretion, to substitute and/or modify a Grand Prize, or Grand Prize portion, with (a) Grand Prize(s) of equal or greater value for any reason. Should a Winner be unable to claim his/her Grand Prize or Grand Prize portion as awarded, his/her rights to that Grand Prize or Grand Prize portion will be forfeited. In order to receive the Grand Prize, the Winner will be required to sign a declaration of eligibility and release form. Winner will be solely responsible for any and all applicable taxes on the Grand Prize. The selected Winner will have 7 days from the date of receipt to return a signed copy of the declaration of eligibility and release form to Producer. If selected Winner does not do so within this period of time, another Winner may be selected by Producer (in Producer's sole discretion) and/or the initial selected Winner will be disqualified and will have no recourse towards Releasees (as described below) or any party involved in the Series.

11. **TERMINATION/MODIFICATION**

Subject to applicable law, the Producer reserves the right to cancel, suspend, terminate, modify the Series Rules or administration of the Series, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Series is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Producer. The Producer assumes no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access providers, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause.

12. **PUBLICITY**

By applying for the Series, each Applicant consents to the use of his or her name, biographical data, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality including but not limited to excerpts from his or her Video, for any publicity and programming purposes, commercial or otherwise, throughout the world, in all media in perpetuity, without any payment or compensation.

13. **CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION**

By entering the Series and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the "**Applicant Information**"), each Applicant: (i) grants permission to the Producer to collect and use of the Applicant Information for the exclusive purpose of conducting and administering the Series and selecting the Grand Prize Winner(s); (ii) agrees that the Applicant Information is not subject to any obligation of confidentiality; (iii) Releasees are released from any liability arising out of the collection, use and disclosure of Applicant Information in the ways stated in these Series Rules. No correspondence will take place between the Producer and the Applicants except in connection with the Series and, in the case of the Grand Prize Winner, as a result of entering the Series and winning the Grand Prize.

14. **TAMPERING/FRAUD**

If for any reason the Series is not capable of running as planned, including but not limited to due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, labour strikes, or any other cause beyond the reasonable control of the Producer, the Producer reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend the Series and/or Grand Prize. The Producer further reserves the right to disqualify, from this Series and future Series of the Producer, any individual who tampers with or in any way corrupts the entry process. The Producer may prohibit an Applicant from participating in the Series or winning a Grand Prize if, in the Producer's sole discretion, the Producer determines that said Applicant has attempted or is attempting to undermine the legitimate operation of the Series by cheating, hacking, deception, providing incomplete or false information in connection with their entry, or any unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Applicants or the Producer's representatives. Any attempt by an Applicant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Series may be in violation of criminal and civil laws and should such an attempt be made, the Producer reserves the right to seek remedies and damages (including lawyers' fees) from any such Applicant or any other individual to the fullest extent permitted by law, including criminal prosecution.

15. LIMITATION OF LIABILITY

By applying to the Series, the Applicant agrees that the Releasees shall have no liability and shall be held harmless by the Applicant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Series, the acceptance, possession, use, enjoyment or misuse of any Grand Prize, or while preparing for, participating in any Series-related or Grand Prize-related activity. The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, users or by any of the equipment or programming associated with or utilized in the Series or by any technical or human error which may occur in the processing of submissions that may cause damage to a user's system or limit an potential Applicant's ability to participate in the Series.

16. WHERE SERIES RULES AND REGULATIONS AVAILABLE

These Series Rules are available online at the Website. Series Rules will be available by mail, if request is sent in writing to zoinkd@corusent.com or Zoinkd Rules & Regs, 25 Dockside Dr, Toronto, ON M5A 0B5.

17. COMPLIANCE WITH SERIES RULES

All Applicants agree to abide by the Series Rules and any other terms and conditions governing Applicants' participation in connection therewith, which are subject to change at the sole discretion of the Producer.

18. COMPLIANCE WITH LAWS

These Series Rules are subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.

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