

“DREAM JOB”

OFFICIAL RULES FOR APPLICANTS AND CONTESTANTS

1. GAME DESCRIPTION:

“Dream Job” is a reality/game show (the “Program”) produced by ESPN Productions, Inc. or a producer selected by ESPN Productions, Inc. (“Producer”) for initial telecast on the ESPN, Inc. (“ESPN”) television network known as “ESPN” (the “ESPN Service”) in 2004. In the Program, approximately ten contestants (“Contestants”) will be participants in a competition (the “Game”) in which they will be brought to Bristol, Connecticut, the location of ESPN’s headquarters, to complete a number of sportscaster-related tasks (“Tasks”). A panel of judges (selected by ESPN) and/or viewers will cast votes and eliminate one or more Contestants after each round. The Game will take place over approximately seven to eight consecutive weeks (the “Game Period”), beginning in or about February, 2004 and ending in or about March, 2004. The winner of the Game will be offered a one-year on-air talent contract with ESPN (the “Prize”). Further detailed information about the Game, the Program and the Prize is set forth below. Unless specifically so stated, all references in these Rules to the Program include the Game.

All decisions regarding the Program, including but not limited to, Rules, eligibility, Contestant selection, Program production, Game play, Tasks, award of the Prize, are at Producer’s sole and exclusive discretion, are final and not subject to appeal.

2. ELIGIBILITY:

A. In order to be selected as a Contestant on the Program and to be eligible for the Prize, you must read and agree to comply with all these Rules, including the following eligibility requirements:

B. Employees, officers, directors and agents of Producer, ESPN, Inc., ABC, Inc., The Walt Disney Company, the Hearst Corporation, and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of the same households (whether related or not) of such employees, officers, directors and agents are not eligible to be Contestants on “Dream Job”. In addition, any person closely acquainted with any person connected with the production or administration of the Program is not eligible, if in the Producer’s sole discretion, the person’s participation could create the appearance of impropriety.

C. No Contestant may presently be a legally qualified candidate for any type of political office (“Candidate”) or may become a Candidate until one (1) year after telecast of the final episode of the Program in which the Contestant appears.

D. All Contestants must have a driver’s license or identification card issued by one of the 50 United States, the District of Columbia or a U.S. territory or possession valid through April, 2004.

E. All Contestants must be at least **18** years of age at the time of Contestant selection. Contestants must have no previous professional experience as a television or radio reporter or anchor (except that a Contestant may have been previously employed, and paid for such employment, by a college or university television or radio station as an anchor or reporter).

F. Contestant must never have been charged with a felony or misdemeanor, other than minor traffic violations.

G. All Contestants must be United States citizens and be living in the United States.

H. All Contestants must be in good physical and mental health, and must be aware and sign releases accepting and assuming all risks of their participation in the Program, and releasing Producer, ESPN, and their parents, subsidiaries, related entities and their respective agents and employees, and other persons or entities connected with the Program from any liability for, death, injury, illness or disease, or other damage to themselves, to others, or to their property arising in any way from their participation in this Program.

I. No Contestant shall have appeared on any national broadcast or cable network primetime television reality/game show (e.g., The Bachelor, Survivor, Big Brother, Fear Factor, Who Wants To Be A Millionaire, Greed, 21, Winning Lines, The Weakest Link, Bands on the Run, Blind Date, Boot Camp, Chains of Love, Eco-Challenge, Love Cruise, Making The Band, The Mole, Murder in Small Town X, Popstars, The Real World, Road Rules, Spy TV, Temptation Island, Ultimate Reality, Wanted, Who Wants To Marry A Multi-Millionaire, WWF Tough Enough, You Don't Know Jack, etc.; thus, appearances on non-primetime programs such as Jeopardy, Wheel of Fortune, Hollywood Squares, Family Feud, etc. are not prohibited) that (i) has been telecast during primetime within one (1) year prior to Contestant selection or (ii) is intended to be telecast during primetime within one (1) year after Contestant selection.

J. All Contestants selected to participate in the Program must complete and timely return the "Contestant Package," which will include, among other things, a Medical Release Form, Name and Likeness Agreement, Release Forms and Waivers for Contestants and their family members, Release of Records Form, Questionnaire, Confidentiality Agreement, General Release and Indemnity Agreement, and any other authorizations, release forms and waivers as Producer may require (all forms will be furnished to the Contestants). In the Release Forms and Waivers, the Contestant agrees, among other things, to assume the risk of, and release Producer, ESPN, and their parents, subsidiaries, related entities and their respective agents and employees, and other persons or entities connected with the Program from any claim or liability for, any and all injury, illness, damage, loss, or harm to Contestant and Contestant's property, howsoever caused, resulting from or arising out of the selection of Contestants, Contestant's participation in the Program, and/or the production and/or exploitation of the Program.

K. All Contestants may be required to undergo physical and psychological examinations and testing (to be conducted by trained personnel selected by the Producer) and must meet all physical and psychological requirements, as set by Producer in its sole discretion.

L. All Contestants must authorize Producer to conduct a background check including, in Producer's sole discretion and without limitation, checks of employment history, driving record, criminal background, civil litigation and/or a credit check. Contestants may be required to provide references.

M. Upon Producer's request, all Contestants agree to sign any additional releases or authorizations that Producer in its sole discretion deems necessary.

N. Contestants shall treat all information and material received or acquired during participation in the Contestant selection process and the Game and Program, including without limitation, selection process, locations, tests, procedures, questions, materials, identity of other Contestants, Tasks, and events occurring in or related to the Game or Program, including but not limited to the outcome, as strictly confidential and shall not disclose any such information to any third party. Each Contestant must sign a confidentiality agreement provided as part of the Contestant Package.

O. All Contestants selected must be available to travel and participate in "Dream Job" for approximately seven to eight consecutive weeks in or around February and March, 2004. All dates are subject to change at Producer's sole discretion. Contestants will also agree to make a reasonable number of personal appearances and engage in other reasonable publicity activities on behalf of Producer, ESPN and affiliated entities, for which they will be reimbursed for reasonable and necessary travel, lodging and food, but will not otherwise receive any remuneration or consideration.

All Contestants must agree to live, work, travel, participate in Tasks and cooperate with the other Contestants and the Producer prior to, during and for a reasonable period after the conduct of the Game. Thus, each Contestant must be adaptable to various living and working situations, and must enjoy working and living in close proximity with others of varied age, sex, race, background, and experience. Contestants are subject to search by Producer at any time for any reason including for illegal or inappropriate items and ESPN Standards and Practices purposes. **All actions of Contestants – including those that might be regarded as private – may be videotaped or otherwise recorded on a 24-hour per day, seven-day per week, basis throughout the application process (including all auditions) and during the entire period (i.e., seven or eight weeks) in which the Game is conducted.**

P. In order to accept the Prize, the winning Contestant must sign Producer's/ESPN's personal services agreement, a sample of which is included in the Contestant Package (as described above).

Q. All Contestants must abide by all applicable laws. Violation of any applicable law is grounds for immediate disqualification from the Program. Disqualification of a Contestant for any reason will not void or otherwise affect any of the releases, waivers and other agreements previously executed by any such Contestant, and Producer may continue to rely upon and enforce any of such releases, waivers and other agreements.

3. APPLICATION PROCESS:

A. Round 1: In or around June, 2003, potential Contestants (“Applicants”) will be invited to submit to Producer audition tapes and/or to audition in person at an ESPN Zone or other location on a date or dates to be determined by Producer (in-person auditions are scheduled to begin in or around the end of September or October, 2003, but all dates herein are subject to change at Producer’s sole discretion). Audition tapes should include any presentation or performance by the Applicant that the Applicant believes will demonstrate his/her talent and/or abilities to become on-air talent for ESPN or that will otherwise “sell” Producer on selecting such Applicant to compete in the Game. From these audition tapes, Applicants may be invited for scheduled in-person auditions. For those attending in-person auditions (either initially or after submitting a tape and being invited for an in-person audition), you may be asked to perform in front of a camera any number of “sports anchor tasks,” such as reading a story from a teleprompter, doing an interview, or otherwise demonstrating your knowledge of or passion for sports. All Applicants must complete and submit a questionnaire providing the Applicant’s name, contact information and certain other information required by Producer. Applicants must additionally sign a release giving Producer permission to use the video and audio recording of such audition (and any other video and audio of Applicant recorded by Producer in connection with the Application process) in the Program (and any other program) in all means and media in perpetuity. Failure to complete and return all forms and releases to Producer will disqualify an Applicant from consideration to become a Contestant on the Program.

B. Round 2: From the initial live auditions, Producer will select a number of Applicants to participate in regional live auditions in or around November or December, 2003. Like the Round 1 live auditions, these may be recorded and Producer may use these video and audio recordings in the Program (and other programs) in all means and media in perpetuity.

C. Producer reserves the right to require additional auditions, interviews and/or meetings with Applicants after Round 2 but prior to selection of the Contestants. From the Round 2 auditions (and any additional auditions/interviews required by Producer), Producer will select approximately ten Contestants to compete in the Game on the Program.

D. Applicants acknowledge that all materials, including written materials and videotapes, submitted by the Applicant during the application process and any additional material created by Producer using such Applicant (such as a recording of an interview, audition or other interaction with Applicant during the application process) become the sole property of Producer and, whether or not an Applicant is selected as a Contestant, may be used by Producer in any manner in any media. Applicants are responsible for all costs and expenses associated with submitting audition tapes and or auditioning in person, including but not limited to all costs related to traveling to audition locations.

E. Given the unpredictability of the volume of Applicants, Producer does not guarantee that an Applicant’s audition tape will be reviewed or that an Applicant will be offered the opportunity to perform an audition, despite such Applicant’s submission of an audition tape or appearance at a live

audition location. All tapes will become the property of Producer and will not be returned to Applicants.

4. CONTESTANT SELECTION:

A. Approximately ten Contestants will be selected at Producer's sole discretion. Producer may also select approximately three alternates ("Alternates"), one or more of whom may be invited (in Producer's sole discretion) to be a Contestant if one or more of the original Contestants drops out or is disqualified for any reason prior to the commencement of the Game. All rules and requirements (e.g., signing of releases, etc.) applicable to Contestants hereunder shall also apply to Alternates.

B. Each Contestant will receive a Contestant Package (as described above). All Contestants must complete, sign and return all materials in the Contestant Package (and any other authorizations, release forms and waivers as Producer may require) and a photocopy or proof of a valid driver's license or identification card issued by one of the fifty United States, the District of Columbia or a U.S. territory or possession to Producer to be considered for selection as a Contestant. Contestants must ensure that Producer receives all of the foregoing materials prior to the date designated for travel to Bristol, Connecticut. Producer reserves the right to augment and/or change the Contestant Package prior to or after issue. Producer is not responsible for lost, stolen, or incorrectly mailed materials. All materials become the sole property of Producer.

C. All Contestants may be asked to present the results of a full physical examination conducted by their personal physician prior to travel to Bristol, Connecticut, and, if Producer so elects, must also undergo physical and/or mental examinations conducted by medical personnel selected by Producer. If a Contestant does not meet all physical and mental requirements, does not sign or have executed all releases and documents in the Contestant Package, and/or does not meet all Eligibility Requirements, then that Contestant will not be eligible to participate in the Game as a Contestant.

D. Selection of Contestants shall be made by Producer based on such criteria as Producer shall determine in its sole discretion, which may be subjective. Producer may select Contestants that it determines in its sole discretion to be, among other things, intelligent, knowledgeable about sports, talented, interesting, outgoing, clever and resourceful, physically and mentally fit, and to have good on-camera "presence", the skills or tools to be on-air talent for ESPN, and/or interesting and diverse life styles and personalities. Producer is not obligated to select someone, even if he or she meets all eligibility requirements and all criteria for selection. Producer's decision regarding the selection of Contestants is final and not subject to challenge or appeal. Producer is not obligated to have any Contestant appear on the Program and Producer shall have the right at all times and in its sole discretion to remove or replace any Contestant in connection with the Program for any reason or no reason. Even if a Contestant participates on the Program or any part thereof, Producer is not obligated to telecast or otherwise use or exploit the Program or any part thereof. If an Applicant is not selected as a Contestant, or if a Contestant quits or is disqualified for any reason, this will not

void or otherwise affect any of the releases, waivers and other agreements previously executed by any such Applicant or Contestant, and Producer and ESPN may continue to rely upon and enforce any of such releases, waivers and other agreements.

E. Each Contestant agrees to release, discharge and hold harmless the Producer from all claims and damages arising out of his/her participation in the Program, and to authorize the use of his/her name, voice and likeness used at Producer's discretion as part of the Program, or as part of promotions for the Program in perpetuity, in any and all media now known or hereafter devised. Contestants will sign releases to this effect.

6. THE GAME/PROGRAM:

A. Contestants will be flown to Bristol, Connecticut (or provided ground transportation, if a Contestant lives in or around Bristol, Connecticut), at Producer's expense, in or around February, 2004 and housed together in a hotel, house or other dwelling. Contestants will be required to remain in Bristol, Connecticut for the entire Game Period, living together, except for any periods of leave approved by Producer (which Producer reserves the right to approve or not approve in its discretion). Producer will pay hotel/housing costs and provide each Contestant with food (or a daily stipend for food) during the period each Contestant is in Bristol, Connecticut for the Game. Producer may have one or more of its representatives, including, at a minimum, a cameraperson, accompany Contestants and record some or all of the Contestants' activities – including those that might be regarded as private – on a 24-hour per day, seven-day per week, basis throughout the Game Period (including periods of approved leave). These recordings are expected to form the basis of television programs in which the Contestants will have no ownership, equity or other interest of any sort whatsoever.

B. The Game will consist of a number of different sports anchor "Tasks" to be performed by the Contestants. Examples of such Tasks might include on-the-spot reporting, interviewing an athlete or other individual, and reporting from an anchor desk in the studio. A Contestant may be given the same Tasks, different Tasks or different but similar Tasks as each of the other Contestants. Contestants may receive little or no prior notice of a Task (e.g., a Contestant may be told five minutes in advance that he/she will be interviewing an athlete, and will be expected to do so within that timeframe). Contestants may be required to travel (at Producer's expense, and accompanied by representatives of Producer) in order to complete a Task. For each Task, Contestants will be given (either verbally or in writing) instructions and the rules to follow for such Task, and each Contestant will be expected to follow such instructions and rules. A Contestant may be disqualified (in Producer's sole discretion) at any time for failure to follow the instructions and/or rules of a Task or for failure to complete a Task. At the end of each set of Tasks or "round," one or more Contestants will be voted off the Program by a panel of judges (selected by Producer) and/or by viewers. The final remaining Contestant will be offered a one-year on-air talent contract with ESPN.

C. Contestants must abide by all applicable laws. Violation of any applicable law is grounds for immediate disqualification from the Program. Contestants are subject to search by Producer at any time for any reason including for illegal or inappropriate items and ESPN Standards and Practices purposes. All actions of Contestants – including those that might be regarded as private – may be videotaped or otherwise recorded on a 24-hour per day, seven-day per week, basis prior to and throughout the Game. Contestants will not be permitted to consume alcoholic beverages, including but not limited to, beer, wine or whiskey, during the Game.

D. Termination of Game: Producer reserves the right to modify, suspend or terminate the Game for any reason including, without limitation, if the Producer, in its sole discretion, believes such action is necessary for reasons of safety or health or if the fairness or integrity of the Game is compromised in any manner. If the Game is ended prior to a winner being named, Producer may elect to award or not award prizes or substitutes therefor.

7. PRIZE:

Subject to his/her compliance with these Rules and all materials in the Contestant Package, the winner will be offered a one-year on-air talent contract with ESPN. In order to accept the Prize, the winner must accept and execute Producer's/ESPN's personal services agreement (the "Employment Agreement"), a sample of which is included in the Contestant Package (such sample Employment Agreement is subject to change in Producer's/ESPN's sole discretion during the period up to when the Prize is awarded). The terms and conditions of such employment shall be as specified in the Employment Agreement and/or by Producer/ESPN at the time the Prize is awarded. The salary will be determined by Producer/ESPN, in its sole discretion, at the time of acceptance of the Prize.

8. JUDGING:

Void where prohibited. This Program is being conducted under the supervision of Producer. By applying, each Applicant accepts and agrees to be bound by these rules and by the decisions of Producer which are final and binding on all matters relating to all aspects of the Program, including, but not limited to, selection of the winner. Producer reserves the right to modify these Official Rules and any other rules or regulations at any time, including but not limited to changing the number or type of Tasks.

Producer reserves the right to disqualify any Contestant it finds to be tampering with the entry process or the operation of the Game, acting in an unsportsmanlike or disruptive manner and/or with intent to accuse, threaten or harass another person, or in violation of these Official Rules or other rules then in effect. Further, Producer reserves the right to terminate or modify any Task or the Game.

9. TECHNICAL DIFFICULTIES:

Neither Producer, ESPN, participating advertisers and/or sponsors, nor any of their respective parent, subsidiary and affiliated companies, and their respective officers, directors, or employees (“Released Parties”) shall be responsible for any technical, mechanical, or electronic malfunctions, any war, riot or any acts of God (i.e. inclement weather, earthquake, etc.) which affect the application process, Contestant selection, Program production, Game play including without limitation Tasks, or Program telecasts.

If a technical difficulty, mechanical failure, human error, act of God or other abnormality affecting the Program or the conduct of the Game occurs during the taping of the Program, the Producer will review the situation on a case-by-case basis and take appropriate action in its sole discretion to preserve the integrity of the Program and the Game.