

APPLICATION FOR 'REAL ESTATE THE EDGE' INSTRUCTIONS FOR APPLYING

1. Fill in this application honestly and to the best of your ability. Be as complete as possible in the allotted space for each question.
2. Please ensure you read, fully understand and meet the eligibility requirements before applying to be a contestant on 'Real Estate The Edge'
3. Please attach the following two photographs of yourself:

A recent, clear full length photo; and
A recent, clear, close up headshot.

(NB: mobile phone & PDA images are not acceptable.)

4. Sign the back page as your understanding of the Terms and Conditions, Privacy Statement and Eligibility Requirements as described on the website www.realestatetheedge.com and on this application.

Good luck

How would someone who really knows you describe your BEST qualities?

How would someone who really knows you describe your WORST qualities?

Give us a brief synopsis of your real estate history (if any)

What is your greatest accomplishment? (real estate or otherwise)

What personality traits are you annoyed by?

Describe your most embarrassing moment or experience?

What was the last unusual, exciting or spontaneous thing you instigated?

What are you like in a room full of strangers? What types of people intimidate you? How do you react in these situations?

How do you react under pressure at work?

How important is money to you?

What professional development and/or training have you done? (if any)

How competitive are you?

Do you know anyone else who is applying to be on the show? (Yes / No)

If so, give name(s) and describe your relationship with such person(s):

Have you ever been party to a lawsuit (other than proceedings in the Family Court) ? (Yes / No)

If so, provide details:

Have you got, or are you willing and able to get, a real estate agents registration certificate from the Office of Fair Trading - Qld?

Who is the one person we could call as your character witness outside of your family?

List your 3 closest friends we could call as character references

List 2 employers we could call as professional references

Have you ever hit someone in anger or self-defence? (Yes / No)

Have you ever had an apprehended violence order placed against you? (If so, what were the circumstances?)

Have you ever been treated for any serious physical or mental illness (es) or had any serious injuries? If so, please describe:

Have you ever been charged with a crime or convicted of a crime? (Yes / No)

If so, provide details. (Please note you are not required to include a “spent” conviction or a conviction as a minor.)

Have you ever served time in prison or correctional facility (other than juvenile facility). If so provide details.

Marital Status

Do you have any children?

Have you ever acted, performed or appeared on television or film? If so, describe:

What other reality/game TV shows have you applied for or been on? Please list shows, dates of application & air dates:

Are you currently being considered for any other reality shows, including game or contest shows? If so, describe

ELIGIBILITY REQUIREMENTS

You must indicate your acceptance of the eligibility requirements below by signing this agreement where indicated if you wish to participate in 'Real Estate The Edge'

I, the applicant named in this Contestant Application, agree that in consideration for the Producer's labour and expense in making arrangements relating to my contestant application for the Australian reality television program provisionally entitled 'Real Estate The Edge' (also referred to as the 'Program' herein) and the opportunity provided to me to potentially appear in or in association with the Program, I hereby consent to the filming and recording of such contribution and my involvement in the auditioning process and the Program, the nature and the content of which has been fully explained to me, on the terms and conditions specified below:

1. I am at least 18 years of age and if so required will supply a copy of my birth certificate or passport to confirm such.
2. Neither I nor any member of my immediate family or anyone living in my household are or have been within the last two (2) years an employee, officer, director or agent of any of the following:
 - a. QREAS Pty Ltd, its affiliated entities, or
 - b. Style Corp Investments Pty Ltd

In addition, the Producers reserve the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of 'Real Estate The Edge', such that his or her participation in 'Real Estate The Edge' could create the appearance of impropriety.

3. If selected as a program participant I will execute all waivers and release agreements required by Producer and any of their licensees, successors or assigns.
4. I will be available to the production for approximately 10-15 weeks in late 2010 and early 2011 (and will be available for all necessary medical and psychological examinations prior to that period, as arranged by the Producer in consultation with me) and am willing to travel to various locations as part of the production.
5. I am willing to submit medical information to the Producer and to submit to a medical examination, psychological examination and background check.
6. I hereby give the following representations, warranties, acknowledgements, consents and releases:
 - a. I hereby represent, warrant, acknowledge and agree that:
 - ii. I have read and I meet and agree to be bound by the eligibility requirements;
 - iii. I will abide by the rules, regulations, terms and conditions (the 'Rules') of the Program and any interview, auditioning process, contest, event, activity, promotion or publicity relating thereto as devised from time to time by the Producer and will accept the decision of the Producer as final and I hereby acknowledge that the interests of the Program shall override those of any contestant;
 - iv. I have completed this application and will complete all forms associated with the Program honestly and accurately and I agree that the answers and information I will supply in such forms and otherwise to the Producer will be

in no way misleading. I furthermore acknowledge that the Producer reserves the right exercisable at any time at its sole discretion to disqualify me from the contest or auditioning process should I at any stage supply untruthful, inaccurate or misleading personal details or information, break the Rules or otherwise be in breach of the terms contained herein. Accordingly, I understand that if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal or disqualification from the 'Real Estate The Edge' contest if I am selected;

- v. even if I meet the eligibility requirements, the Producer has no obligation to interview me, and/or select me as a contestant. I will only be contacted by the Producer if I am chosen to be interviewed by the Producer. If I do not hear back from the Producer I will assume that my application has not been successful;
- vi. even if I am selected as a contestant, the Producer has no obligation to conduct the contest or record my involvement in it and no Television network has any obligation to broadcast it or my involvement in it, even if conducted;
- vii. all decisions by the Producer concerning selection of the contestants is final and not subject to challenge or appeal;
- viii. the Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a contestant; and
- ix. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company in respect of my appearance in the Program.

b. By submitting this application:

- i. I hereby consent to the recording, use and reuse by Producer and any of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities, and each of their respective employees, agents, representative, officers and directors (collectively 'Releasees') of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a contestant in the Program or in any materials submitted by me or a third party in connection with my application (which includes, without limitation, any personal information as defined in the Privacy Act 1988 (Cth) or otherwise ('Personal Information')), (collectively 'Likeness') as edited, altered, or modified by the Producer or by any of the other Releasees, in any and all media now known or hereafter devised, throughout the universe in perpetuity, in or in connection with the Program.
- ii. I further agree that the Producer exclusively owns all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by the Releasees and in and to any and all video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively 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 throughout the universe, in perpetuity.
- iii. Without limiting the foregoing, I hereby assign irrevocably to the Producer (including present assignment of future copyright) the entire copyright and all

other rights of whatsoever nature in my contributions to the Program, the Likeness and the Materials such that the Producer shall be entitled to use and exploit and license others to use and exploit my contributions to the Program, the Likeness and the Materials by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore, I grant irrevocably all consents and waivers (to the extent permissible at law) necessary to enable the Producer (and persons authorised by the Producer) to make fullest use of the Program, my contributions to the Program, the Likeness and the Materials without restriction.

- iv. Without limiting the forgoing, I acknowledge that I recognise the needs of television production, promotion and distribution and hereby irrevocably consent to the Releasees (and persons authorised by the Releasees) editing, producing, amending and adapting the results and proceeds of my contributions to the Program, the Likeness and the Materials (the 'Works') or any other act or omission in relation to the Works as the Releasees deem fit in their absolute discretion and whether or not such acts or omissions constitute an infringement of my moral rights as that term is understood pursuant to any provision of law prevailing now or in the future in any part of the world ('Moral Rights'). I acknowledge and agree that the Releasee (and persons authorised by the Releasees) will not be liable to me and that I will have no claim against the Releasees or any other person for any act or omission of the Releasees (and persons authorised by the Releasees) resulting in any prejudicial or derogatory portrayal or representation of me and/or the Works or any other act or omission which might otherwise constitute an infringement of my Moral Rights. In all other respects, I irrevocably waive to the extent permissible by law and agree never to assert any Moral Rights arising out of or in connection with the Works against the Releasees or any other person throughout the universe in perpetuity. I will not institute any action on the ground that any changes, deletions, additions or other use of the Works violates my Moral Rights.
- v. Without limiting the forgoing, I agree that the Releasees shall be entitled to:
1. alter, adapt or make additions to or deletions from the Program (and my Likeness thereon) at their discretion;
 2. make and exploit and to authorise the making and exploitation of any recording or fixation of my Likeness separately from or in conjunction with the Program throughout the Universe in perpetuity in all media whether now known or hereafter invented;
 3. dub my voice in any language; and
 4. use my Likeness, the Materials, photographs of me and recordings of interviews with me separately from or in conjunction with the Program in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity, promotions, marketing and exploitation material. For the avoidance of doubt, I irrevocably consent to the Releasees (and persons authorised by the Releasees) transferring Personal Information about me overseas to related body corporates and third parties associated with the Program and to use the Personal Information in accordance with the provisions in this Agreement.

- vi. I undertake that if I am selected as a contestant, during the period of filming and broadcast of the Program and for 3 (three) months from the date of transmission of the last episode of the Program (the 'Exclusivity Period'), I will be exclusive to the Producers in respect of appearances on television programs and will not host/present or appear as a guest or segment host/presenter on any program not produced by the Producer during the Exclusivity Period and will refer all media enquiries, endorsements, sponsorships, advertising or any other media dealings or contact including but not limited to any form of public statement or appearance in relation to any aspect of the Program, my participation in the Program, or any other issue to the Producer or any party nominated by the Producer during the Exclusivity Period.
- vii. I agree that I understand that unless I am chosen as a contestant, I will not be paid any money for giving the Releasees the rights referred to in this Agreement or for signing this agreement. However, I acknowledge and agree that the Producer's labour and expense in making arrangements relating to my contestant application for the Program and the opportunity provided to me to potentially appear in or in association with the Program, (the 'Benefits') include sufficient and adequate consideration for the use and exploitation of my contributions to the Program, the Likeness and the Materials (including without limitation my appearance in any and all episodes of the Program) by any means and media, anywhere in the Universe and I waive any right and/or entitlement to any equitable relief, remuneration or other payment howsoever arising in connection with such use or exploitation. I further acknowledge and agree that the Benefits also include full and final consideration for my attendance at any and all activities as required by the Producer in connection with the Program. I also acknowledge that no repeat fees will be payable to me in respect of any subsequent rebroadcast or retransmission or any other use by the Producer (or any assignees or licensees) of the Program or any part thereof.
- viii. I acknowledge that if I am selected as a contestant of the Program that, for all rights and releases required of me by the Producer I will only receive a nominal payment designed to cover basic living costs and expenses for each week that I am recording the Program on location and remain a contestant on the Program. The producer will determine this amount as it sees fit and I acknowledge that this payment may be subject to taxation.
- ix. I release the Releasees (jointly and severally) from any and all liability arising out of the recording or use of my Likeness and/or the Materials and I agree not to make any claim against the Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such defames me or invades any right of privacy and/or publicity).
- x. The Releasees (jointly and severally) shall not be liable to me or my legal representative for any loss or damage or injury to me or my property caused by or suffered during or in connection with my taking part in the Program unless (subject to viii above) caused by the negligence of a Releasee and recoverable on that ground from that Releasee following judgment of a competent court of final judgment.
- xi. I agree not to disclose to any third party (other than my professional advisors) any information relating to the Program or the affairs of the Producer or any of its employees or contractors (or any assigned or affiliated company) or any of

its employees or contractors, which may come to my knowledge during or in connection with my participation in the Program.

- xii. I agree that I will not publicise or discuss with any third party without prior written consent from the Producer any information relating to the Program, my appearance in the Program, any of the production team or any participants in the Program nor any other information which may come to my attention relating to the Producer or otherwise connected to the Program save for such information which is already public knowledge. Should I be contacted by a member of the press at any time I agree to refer them to the Producer or such person as the Producer may nominate .
- xiii. I agree that I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever.
- xiv. I agree that upon request by the Producer I will participate in any and all 'Re-union' type programs where contestants from this Program or programs based on the same format shall appear or in any way compete against each other and will grant all rights in relation thereto on the same terms and conditions set out hereunder.
- xv. I will at the request of the Producer, do everything necessary, including execute any documents, to give effect to this agreement and the transactions contemplated by it and cause third parties to do the same.
- xvi. I agree that the Producer may assign my services and all other rights in my contribution to the Program, the Likeness and the Materials to any subsidiary or associated companies or successors in title and to any other third party.

iii. Information and Privacy

The Producer deals with the collection, security, quality, use and disclosure of personal information in accordance with the Privacy Act 1988 (Cth) ('the Act') and the Privacy Statement in section 7.

Privacy Authorisation and Consent

I hereby authorise the Producer and any person designated by the Producer to investigate, access and collect information about me, about any of the statements made by me in my application, this agreement, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection with my application (and whether by on -line submission or disclosure, or otherwise) . I irrevocably authorise the Producer and any person or entity designated by the Producer to secure information from my current and former employers, associates, friends, family members, educational institutions and any references I have provided, and I irrevocably authorise such parties to provide information concerning me providing such provision of information complies with all relevant laws. I agree to provide the Producer, and sign a written authority if required, with any specific authority to obtain information about me from government agencies, medical providers, employers and other organisations or providers relevant to my application for the Program. I hereby unconditionally and irrevocably release and forever discharge the Producer, the persons or entities designated by the Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I specifically authorise investigation of my employment

records, medical records and government records and criminal records unless prohibited by law. I acknowledge and agree that any such information obtained by the Producer or by any person or entity designated by the Producer pursuant to this paragraph or otherwise may be used for purposes of selecting contestants in the Program or other programs, internal administrative purposes concerning the demographic and performance of individuals interested in appearing on TV programs, and may be described or otherwise related in and in connection with the Program.

- d. I hereby authorise an appropriately qualified person or entity as designated by the Producer to conduct psychological and physical examination of me as required by the Producer. I further authorise the individuals conducting such examinations of me to disclose to the Producer and their representatives all information about me obtained in connection with such examinations, and authorise Producer to utilise such information in selecting contestants for the Program.
- e. Without limiting the forgoing, I authorise and consent to the use of Personal Information (which may include 'sensitive information' as defined in the Privacy Act 1988 (Cth)) given to the Producer or collected by the Producer under the terms of this agreement in determining my suitability for the Program and to the use of such information in researching and producing the content of the Program and other programs (including but not limited to content related to my background and participation in the Program) and to the communication of such information to third parties, including but not limited to the general public through television broadcasts of the Program and otherwise and I agree that there will be no restrictions on the use of Personal Information relating to me that is contained in the recording of the Program. Information provided by me to the Producer may also be disclosed to:
- The Producers related bodies corporate in Australia and overseas;
 - any Program prize supplier or sponsor who may use the personal information at their discretion;
 - television networks in Australia and overseas and their related bodies corporate;
 - an audience when the Program is broadcast or otherwise exhibited.

Signed –

Name

Signature

Date