

**2018 WOMEN'S HEALTH ACTION HEROES CASTING CALL  
TERMS AND CONDITIONS**

**THESE TERMS AND CONDITIONS CONTAIN A RELEASE AND ARBITRATION PROVISIONS.**

**NO PURCHASE OR PAYMENT IS NECESSARY. VOID WHERE PROHIBITED. THIS IS A CASTING CALL FOR THE SELECTION OF ELIGIBLE PARTICIPANTS THAT BEST EXHIBIT THE WH ACTION HERO CHARACTERISTICS. ONLY ELIGIBLE PARTICIPANTS MAY SUBMIT AN ENTRY. DO NOT ENTER OR PARTICIPATE IN THE CASTING CALL IF YOU ARE MALE, RESIDE OUTSIDE THE GEOGRAPHICAL AREA, ARE UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, ARE A MEMBER OF ACTRA, SAG-AFTRA OR ANY OTHER PERFORMER'S GUILD OR UNION, OR DO NOT OR CANNOT AGREE TO FULLY COMPLY WITH THE TERMS AND CONDITIONS.**

**THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SPONSOR AND GOVERN YOUR PARTICIPATION IN THE CASTING CALL. ENTRY AND/OR PARTICIPATION IN THE CASTING CALL CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS. THE CASTING CALL IS GOVERNED BY THE TERMS AND CONDITIONS, AND SUBJECT TO ALL APPLICABLE U.S. FEDERAL, STATE AND LOCAL LAWS.**

**1. CASTING CALL OVERVIEW:** Sponsor (defined in Section 16) is conducting the "2018 Women's Health Action Heroes Casting Call" (the "**Casting Call**"), which is governed by these "2018 Women's Health Action Heroes Casting Call Terms and Conditions" ("**Terms and Conditions**"). The Casting Call invites Eligible Participants (defined in Section 3) to describe why they are a potential "WH Action Hero" (defined below in this Section 1) by submitting an Entry (defined in Section 4.1) pursuant to the Terms and Conditions so that Sponsor can identify one (1) or more (in a quantity determined by Sponsor within its sole and absolute discretion) WH Action Heroes, on a rolling basis throughout the Casting Call Period (defined in Section 2), to perform the WH Action Hero Requirements (defined in Section 6.1). A "**WH Action Hero**" is defined as a healthy-minded woman who is active, loves to participate in fitness activities, engages regularly in social media and is influential among her friends and family. The Casting Call is only open to Eligible Participants, as determined by Sponsor within its sole and absolute discretion.

**2. CASTING CALL PERIOD:** The Casting Call begins on or about February 7, 2018 and ends at 5:00 PM Eastern Time ("**ET**") on or about December 31, 2018, or such other times and dates as identified by Sponsor within its sole and absolute discretion (the "**Casting Call Period**"). Eastern Time shall control for all purposes of the Casting Call and Sponsor's clock shall be the official timekeeper.

**3. CASTING CALL ELIGIBILITY:** To be eligible to submit an Entry or participate in the Casting Call, you must: **(i)** be female; **(ii)** be a legal resident of one (1) of the fifty (50) United States or District of Columbia, **EXCLUDING RESIDENTS OF GUAM, PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS, AND ALL OTHER COUNTRIES, INCLUDING CANADA** (the "**Geographical Area**"); **(iii)** be at least eighteen (18) years of age or older and the age of majority in your state, province, jurisdiction or territory of residence at the time of submitting your Entry; **(iv)** have one (1) or more social media accounts or blogs and participate in the social media platforms or blogs that correspond to such social media accounts or blogs; **(v)** be of good moral character; **(vi)** not have been charged or convicted of any state or federal crime nor engaged in any conduct of moral turpitude; Sponsor reserves the right to exclude anyone convicted of a crime or engaged in any conduct of moral turpitude; **(vii)** not be a member of ACTRA, SAG-AFTRA, or any other performer's guild or union; **(viii)** submit an Entry that complies with all Entry Requirements, is complete and contains truthful and accurate information, statements, or materials, and does not contain any false or misleading information, statements or materials; **(ix)** not be an employee of Sponsor or any advertisers associated with the Casting Call, and/or have, within one (1) year prior to the start date of the Casting Call, performed services for Sponsor or any advertisers associated with the Casting Call or any of their respective subsidiaries, affiliates and successor companies or any organizations responsible for fulfilling, administering, advertising or promoting the

Casting Call or supplying any of the Consideration (defined in Section 6.2), and the immediate family members and household members of such individual; **(x)** agree to and fully comply with the Terms and Conditions; and **(xi)** agree to fill out, sign/execute and agree to all of the terms and conditions of Sponsor's required forms and agreements, including, but not limited to, the Agreements (defined in Section 5.2), and/or confidentiality agreements (collectively, the "**Eligible Participant**" or "**Eligible Participants**"). "**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "**Household members**" shall mean people who share the same residence at least three (3) months a year, whether related or not. Mechanically altered or reproduced Entries are not eligible.

**ALL FORMS, ENTRY FORMS, AGREEMENTS, AND ANY OTHER DOCUMENTS REQUESTED BY SPONSOR MUST BE FILLED OUT COMPLETELY, ACCURATELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORMS, ENTRY FORMS, AGREEMENTS, AND/OR ANY OTHER DOCUMENTS, GIVE ANY FALSE OR MISLEADING INFORMATION, STATEMENTS OR MATERIALS, OR IF YOU FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE CASTING CALL, AT ANY POINT, WITH OR WITHOUT NOTICE, AND FROM RECEIVING THE CONSIDERATION.**

**4. ENTRY PROCESS AND ENTRY REQUIREMENTS:** Throughout the Casting Call Period, Eligible Participants must comply with the entry process described in Section 4.1 ("**Entry Process**") and the entry requirements described in Section 4.2 ("**Entry Requirements**").

**4.1 ENTRY PROCESS:** During the Casting Call Period, Eligible Participants must visit [whactionhero.com/termsandconditions](http://whactionhero.com/termsandconditions) ("**Website**"), follow the instructions, and perform all of the following: **(i)** completely fill out all the required fields on the entry form available on the Website, including, but not limited to, first and last name, gender, complete home address, email address, telephone number (including area code), date of birth, and any other information requested (the "**Entry Form**"); **(ii)** completely answer all questions on the Entry Form concerning Eligible Participant ("**Answers**"); **(iii)** upload to the Entry Form a high resolution jpeg, color photo headshot of the Eligible Participant's face (the "**Photo**"); and **(iv)** describe, in 500 words or less, within the appropriate field on the Entry Form, why Sponsor should select the Eligible Participant as a WH Action Hero (the "**Essay**"). The Entry Form, Answers, Photo, and Essay are collectively referred to as the "**Entry**" or "**Entries**". After completing all of the above, submit the Entry into the Casting Call by following the instructions on the Website. Entries submitted by Eligible Participants are collectively referred to individually as "**Entrant**" or collectively as "**Entrants**". **ALL ENTRIES MUST BE RECEIVED BY 5:00 P.M. ET ON DECEMBER 31, 2018.**

**4.2 ENTRY REQUIREMENTS:** Entries that are forged, altered, mechanically reproduced or generated by any devices, macros, bots, and/or other programs and/or software and/or any automated means or mechanisms will not be accepted and will be void. Use of any automated system, software, techniques or practices to participate is prohibited and will result in disqualification and all such Entries will be deemed void. If you enter using a mobile device, standard data charges may apply from your carrier. Entries will not be acknowledged or returned. Limit of one (1) Entry per person/Eligible Participant per email address throughout the Casting Call Period. Entries by the same person in excess of the limits stated herein will be disqualified. Entries submitted to the Website will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "**Authorized account holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **ENTRIES REPRESENT THE VIEWS/OPINIONS OF, AS APPLICABLE, THE ENTRANT, NOT SPONSOR.**

All Entries must be consistent with Sponsor's image and reputation. Entries cannot, as determined by Sponsor within its sole and absolute discretion: **(i)** be offensive, obscene, or inappropriate; **(ii)** be sexually explicit or suggestive, violent or derogatory of any ethnic group, race, gender, religion, profession, or age group, or pornographic, contain nudity or any dangerous activity; **(iii)** include any trademarks, service marks, logos, or copyrights or other materials not owned by the Eligible Participant or used without the

owner's permission, in a form acceptable to Sponsor, if requested; **(iv)** use another person's name, image, likeness, or other identifiable feature without such person's permission in a form acceptable to Sponsor, if requested; **(v)** include any celebrities or public figures; **(vi)** contain profanity, sexual content; content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), or that promotes violence, hate, or harm to another person or any animal, or any other offensive, obscene, or inappropriate content; **(vii)** defame, slander, misrepresent, or contain disparaging remarks about other people, companies, or businesses including, but not limited to Sponsor; **(viii)** make threats of any kind, harass, bully or intimidate another person; **(ix)** contain materials personifying the names, likenesses, photographs, or other identifying elements of any person, living, or dead, without permission in a form satisfactory to Sponsor, if requested; or **(x)** violate any applicable federal, state or local laws.

## **5. SELECTION CRITERIA, CASTING CALL SELECTION PROCESS:**

**5.1 SELECTION CRITERIA:** On a rolling monthly basis from the date an Entry or Entries are received by Sponsor (or such less or more frequent basis as Sponsor determines within its sole and absolute discretion), Sponsor will select Entries from Entrants to be a WH Action Hero, perform the WH Action Hero Requirements and receive the Consideration based on the following criteria: Entry that best depicts, reflects, embodies and describes the Entrant who is a WH Action Hero: a healthy-minded woman who is active, loves to participate in fitness activities, engages regularly in social media and is influential among her friends and family ("**Selection Criteria**").

**5.2 CASTING CALL SELECTION PROCESS:** On or about approximately one (1) month after Sponsor receives an Entry or Entries (or such other date(s) or within such other periods as determined by Sponsor within its sole and absolute discretion), Sponsor, from among all Entries received during such period of the Casting Call Period, will review the Entries and identify potential WH Action Heroes to perform the WH Action Hero Requirements. Sponsor will notify those potential WH Action Heroes, by email or telephone, using the information provided on her Entry, that she was selected as a potential WH Action Hero ("**Selection Notification**"). After potential WH Action Hero receives the Selection Notification, such potential WH Action Hero will have two (2) days to respond to the Selection Notification, as instructed in the Selection Notification, to confirm that such potential WH Action Hero will participate as a WH Action Hero and complete all WH Action Hero Requirements ("**Confirmation**"). Sponsor will then send to each potential WH Action Hero by email or postal mailing and/or Federal Express, at the email address and/or home address provided on the Entry, a Publicity Release, Participation, and Talent Agreement, along with any other agreements required by Sponsor, including, but not limited to, a talent management contract, content agreement, and/or merchandising/endorsement contract, all in the forms satisfactory to Sponsor within its sole and absolute discretion, including a non-competition provision, non-solicitation provision, and exclusivity provision (collectively, the "**Agreements**") and any other documents, information, forms, releases, and agreements required by Sponsor. In addition, potential WH Action Hero will be required, if requested by Sponsor (such determination made in Sponsor's sole and absolute discretion), to provide any additional information and undergo any screenings, as requested by Sponsor within its sole and absolute discretion, including, but not limited to, a criminal background check, background check and/or personal records check ("**Screenings**"). After complying with all of the foregoing and successful Screenings (if requested), the potential WH Action Hero will become an official WH Action Hero. **DO NOT ENTER THE CASTING CALL IF YOU DO NOT AGREE TO PARTICIPATE IN SCREENINGS.** Any selected potential WH Action Hero who does not sign and return the Agreements, provide other documents or information requested by Sponsor by the aforesaid deadline and/or participate in any Screenings will be disqualified and Sponsor reserves the right to select an alternate WH Action Hero, as determined within Sponsor's sole and absolute discretion. After Sponsor confirms compliance with the Terms and Conditions, including return of the Agreements and any information or documentation requested by Sponsor, and successful Screenings results, the potential WH Action Hero will become an official WH Action Hero and will be eligible to perform the WH Action Hero Requirements and receive the Consideration.

In the event a potential WH Action Hero: **(i)** does not want to participate as a WH Action Hero; **(ii)** perform the WH Action Hero Requirements; **(iii)** cannot be reached for whatever reason based on the information

stated in the Entry; **(iv)** fails to comply with the Terms and Conditions and/or any deadlines; **(v)** is found to be ineligible to participate in the Casting Call; **(vi)** cannot or does not comply with the Terms and Conditions or the WH Action Hero Requirements; **(vii)** the Selection Notification is returned as undeliverable for whatever reason; or **(viii)** fails to fulfill the Agreements, including the duties and obligations stated therein, fails to provide any requested information or documentation or successfully complete the Screenings, such potential WH Action Hero shall be disqualified from the Casting Call and/or from participating as a WH Action Hero and/or from receiving the Consideration.

## **6. WH ACTION HERO REQUIREMENTS AND CONSIDERATION:**

**6.1 WH ACTION HERO REQUIREMENTS:** Each Entrant, potential WH Action Hero, and WH Action Hero acknowledges and agrees that each WH Action Hero must comply with all of the following requirements (collectively, the “**WH Action Hero Requirements**”):

**(a) Services:** For a period of twelve (12) months from the date the Agreements are signed by Sponsor and WH Action Hero and for any additional period of time as Sponsor and the WH Action Hero may agree in writing, WH Action Hero shall perform the following: **(i)** if requested by Sponsor, participate in a minimum of five (5) advertiser related programs identified by Sponsor to WH Action Hero, for which Sponsor may provide WH Action Hero with various topics and products (as part of the Consideration) for WH Action Hero to use in connection with such programs, and any such participation must occur pursuant to the schedules and specifications required by Sponsor; **(ii)** if requested by Sponsor, for a minimum of five (5) times, blog, post, Tweet, comment upon or otherwise participate in those social media channels, platforms or blogs and other digital, electronic or Internet websites, platforms and/or channels identified by Sponsor and/or approved of by Sponsor on topics identified by Sponsor to WH Action Hero; **(iii)** if requested by Sponsor, participate in those programs, activities, events, and/or appearances, including, but not limited to, “Women’s Health Run 10, Feed 10” and others, for public relations, media, and/or promotional or marketing purposes, as identified by Sponsor to WH Action Hero from time to time (the “**Programs**”); **(iv)** if requested by Sponsor, serve as a brand ambassador or influencer for Sponsor or its advertisers; **(v)** if requested by Sponsor, assist Sponsor with local event scouting, promotion and recruitment of participants to attend the Programs; **(vi)** if requested by Sponsor, for a minimum of five (5) times, blog, post, Tweet, comment upon or otherwise participate in social media platforms, blogs, or other digital, electronic or Internet websites, platforms and/or channels identified by Sponsor and/or approved of by Sponsor about the products, services, programs, activities and/or events, including the Programs, identified by Sponsor to WH Action Hero; **(vii)** if requested by Sponsor, participate and appear in potential interviews, photo and/or video shoots, and public or publicity appearances in connection with Programs as identified by Sponsor to WH Action Hero; **(viii)** fully complete and provide Sponsor with any reports concerning the WH Action Hero’s participation in any Programs and/or any WH Action Hero Requirements; and **(ix)** comply with any applicable federal, state or local laws, including, but not limited to, the United States Federal Trade Commission’s (“**FTC**”) Guides Concerning the Use of Endorsements and Testimonials in Advertising (“**Guide**”), 16 CFR Part 255, as amended (collectively, the “**Services**”). Any request by Sponsor for a WH Action Hero to provide or perform Services shall be made in Sponsor’s sole and absolute discretion and WH Action Hero acknowledges and agrees that Sponsor shall have the right to request that a WH Action Hero provide or perform Services but shall not be obligated to use or engage any WH Action Hero to provide or perform any Services.

**(b) Non-Union:** Each Entrant and WH Action Hero acknowledges and agrees that the Services and all Work (defined in Section 6.1(g)), these Terms and Conditions and any Agreements and all aspects thereof are intended to be created and/or performed and/or carried out by WH Action Hero on a non-union basis and each Entrant represents and warrants that Entrant is not subject to any union or other guild, including, but not limited to, ACTRA, SAG-AFTRA.

**(c) Morals:** If any Entrant, potential WH Action Hero or WH Action Hero should, prior to or during or after the Casting Call Period fail, refuse or neglect to govern or conduct herself with due regard to social conventions and public morals and decency, or commit or be accused of committing any act which brings Sponsor or its advertisers, Entrant, potential WH Action Hero or WH Action Hero into public disrepute, scandal, contempt or ridicule or which shocks, insults or offends a portion or group of the community or

reflects unfavorably on Sponsor or its advertisers, then Sponsor, within its sole and absolute discretion, may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein or at law or equity, disqualify all Entrants, potential WH Action Heroes or WH Action Hero, as applicable, from the Casting Call and/or the Program and/or participation as a WH Action Hero, performing the WH Action Hero Requirements and/or receiving the Consideration.

**(d) Endorsements:** If any Entrant, potential WH Action Hero, or WH Action Hero makes any statements that promote Sponsor or any of its advertisers in connection with any Programs, Services, and/or WH Action Hero Requirements, including any and/or each of their respective products or services, such WH Action Hero shall: **(i)** only make statements that reflect such Entrant's, potential WH Action Hero's, or WH Action Hero's honest beliefs, opinions, or experiences; **(ii)** not make any deceptive or misleading claims about the products or services of Sponsor or its advertisers; **(iii)** not make any claims about the products or services of Sponsor or its advertisers that are not substantiated (i.e., adequate proof exists to back-up the claim); **(iv)** not engage in any communication that is defamatory, libelous, slanderous, or infringes upon the intellectual property or privacy and publicity rights of others in connection with any Programs, Services, and/or WH Action Hero Requirements; **(v)** not make offensive comments that have the purpose or effect of creating an intimidating or hostile environment, including telling lies or spreading rumors about Sponsor or its advertisers or any of their respective officers, directors, shareholders or competitors; **(vi)** not use ethnic slurs, personal insults, obscenity or other offensive language; and **(vii)** not make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving Sponsor or its advertisers or their customers or other individuals. Each Entrant, potential WH Action Hero, and WH Action Hero must comply with all applicable FTC rules and regulations, including without limitation the Guide. Any Entrant, potential WH Action Hero, or WH Action Hero must disclose the material connections between such Entrant, potential WH Action Hero or WH Action Hero and Sponsor and any of its advertisers in all statements—including in social media--concerning Sponsor or its advertisers and their respective products, services, programs, activities or events ("**Statement(s)**"); specifically, WH Action Hero must include in each Statement(s) the following disclosure in a way that is clear, visible and next to the Statement(s):

- "I am participating in the WH Action Hero" or "In partnering with Women's Health and [advertiser], I . . ."
- "#Ad", or
- "#WHActionHero".

**(e) Restrictions:** Each Entrant, potential WH Action Hero and WH Action Hero shall not make or participate in any appearances, publicity or public relations events, events, endorsements, advertisements, promotions or other activities or otherwise support or endorse any person or business engaged or otherwise involved in any of the following industries, businesses or activities: **(i)** tobacco including cigarettes, cigars, chewing tobacco, pipe tobacco, smokeless tobacco, electronic cigarettes, and any items related to the use of tobacco; **(ii)** any alcohol or liquor, including beer and wine; **(iii)** obscenity, including any pornographic products, movies and other associated items, including X-rated telephone chat lines and direct-mail dating services; **(iv)** weapons and firearms, including guns, knives and other militaristic items; **(v)** questionable health and fitness products, including, but not limited to hair-loss cures, miracle weight-loss pills, cellulite creams and ads for unproven products; or **(vi)** competitive to Women's Health or its publisher, Sponsor Hearst Magazines, Inc. or any of its advertisers associated with the Casting Call, Programs, WH Action Hero Requirements, and/or Services as determined within Sponsor's sole discretion. Failure to comply with this provision may disqualify an Entrant, potential WH Action Hero and/or WH Action Hero.

**(f) Exclusive Relationship:** WH Action Heroes acknowledge and agree that Sponsor and its advertisers shall have the sole and exclusive, transferable, assignable, sublicenseable, and royalty-free right and license, worldwide, throughout the universe, to use, produce, publish, sell, license, syndicate, distribute, market and promote WH Action Heroes in connection with the Program, the Services, and WH Action Hero Requirements, for any and all purposes, including editorial, advertising, licensing, sponsorship, and/or promotional purposes, in any form of media existing or hereafter invented, including, but not limited to, print, TV, radio, mobile, cable, electronic, digital, online, Internet, social media, or World Wide

Web, including, but not limited to, *Women's Health* magazine, WomensHealthMag.com, any Sponsor publications, websites or platforms, and any third party websites or platforms, as selected by Sponsor.

**(g) Ownership:** By submitting an Entry, all Entrants, potential WH Action Heroes and all WH Action Heroes agree that the Entry, including the Answers, Essay, and Photo, whether or not protected by copyright, shall become the sole property of Sponsor upon its creation, and, in the case of copyrightable works, upon its fixation in a tangible medium of expression, and shall not be returned or acknowledged. Each Entrant, potential WH Action Hero, and WH Action Hero agrees that she shall not have or claim to have any right, title or interest in or to any material or content embodied in the Entry, including the Answers, Essay, and Photo. By submitting an Entry, each Entrant, WH Action Hero and WH Action Hero agrees that the results and proceeds of the Entry, including the Answers, Essay, and Photo (or in connection with any ancillary, subsidiary, supplemental, promotional or derivative work relating to any version of the Entry), WH Action Hero Requirements, the Services, and any other works in connection therewith, or other services, results and/or works provided or created by WH Action Hero (collectively referred to as the "**Work**") shall be a "work made for hire" within the meaning of the Copyright Law for Sponsor, prepared as a work specially ordered or commissioned for use as a part of a motion picture or other audio-visual work, of which Sponsor is to be deemed the "author" within the meaning of Copyright Law. All rights in the Work and copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Sponsor upon their creation, including the exclusive right to reproduce, to distribute, to create adaptations or derivative works, to perform and display the Work, and license or sublicense the Work to third parties and each Entrant, potential WH Action Hero, and WH Action Hero shall have no interest in any of the Work. Without limiting the foregoing, if any of the Work, or any part or element of the Work, is not deemed to be a "work made for hire" for Sponsor, each Entrant, potential WH Action Hero, and WH Action Hero irrevocably and exclusively grants and assigns to Sponsor (or, if any applicable law prohibits such assignment, each Entrant, potential WH Action Hero, and WH Action Hero hereby grants to Sponsor an irrevocable royalty-free perpetual license of) all rights, title and interest in and to such Work, throughout the universe, in perpetuity, in any and all media, whether now or hereafter known or devised including, but not limited to, print, TV, radio, mobile, cable, electronic, digital, online, Internet, social media, or World Wide Web, including, but not limited to, Womenshealthmag.com, *Women's Health* magazine, and any Sponsor or its advertisers' publications, including any Sponsor brand websites, digital, social media and/or mobile platforms, and any third party websites or platforms. Each Entrant, potential WH Action Hero, or WH Action Hero, as applicable, hereby appoints Sponsor as her attorney-in-fact to sign any documents necessary to transfer and assign Entrant's, potential WH Action Hero's, and WH Action Hero's copyright to Sponsor, to exercise Sponsor's rights hereunder, and further agrees to sign any other documents reasonably necessary to transfer and assign said copyright to Sponsor or to exercise Sponsor's rights hereunder. All rights granted by these Terms and Conditions are applicable to all translations, localizations, modifications, derivations and to the creation and use of promotional or other materials to promote or complement the Casting Call. Notwithstanding the foregoing, each Entrant, potential WH Action Hero, or WH Action Hero acknowledges and agrees that Sponsor shall be under no obligation whatsoever to use any Work, including any Entry and/or any results and proceeds therefrom or rights granted herein.

**6.2 CONSIDERATION:** WH Action Heroes who comply with the WH Action Hero Requirements will receive VIP access to Programs, including Women's Health events and promotions, workout gear, Women's Health branded gifts, products from Sponsor or its advertisers, the potential opportunity to blog or post for Women's Health on its WH Action Hero blog at <http://whplanofaction.com/actionheroes> and have the WH Action Hero's profile featured on the Women's Health Action Hero's web page at <http://www.womenshealthmag.com/life/action-heroes>, the potential opportunity to appear within *Women's Health* magazine (Plan of Action or otherwise) as determined by Sponsor within its sole and absolute discretion (the "**Consideration**"). Although some of the Consideration has no retail value, the total approximate retail value of the Consideration is up to \$599.00. Consideration is subject to any and all applicable terms and conditions. Any depictions are for illustrative purposes only. All federal, state and local taxes on the Consideration are the sole responsibility of the WH Action Hero. WH Action Hero will be sent an IRS Federal 1099-MISC tax form for the retail value of any Consideration at or above \$600. There is no cash alternative in whole or in part for the Consideration, and the Consideration is non-transferable,

non-refundable, non-replaceable, and non-exchangeable. No compensation or alternative to the Consideration will be offered due to inability to attend, claim or use the Consideration or due to any delay on the part of the WH Action Hero; provided, however that Sponsor reserves the right to substitute Consideration of equal or greater monetary value for any Consideration. All Entrants, potential WH Action Heroes, and WH Action Heroes acknowledge that nothing in the Casting Call, WH Action Hero Requirements, Program, Services, or Terms and Conditions shall be construed as creating an employer-employee, partnership, franchise, joint venture or similar relationship between an Entrant or WH Action Hero and Sponsor. Sponsor shall make no deductions or withholding from any amounts paid hereunder, unless required by law. WH Action Hero shall be responsible for and have control over their performance of the WH Action Hero Requirements. WH Health Action Heroes are independent contractors for Sponsor. ANY WH ACTION HERO WHO DOES NOT COMPLY WITH THE WH ACTION HERO REQUIREMENTS SHALL NOT RECEIVE THE CONSIDERATION.

**7. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION:** Except where prohibited or restricted by law, by submitting an Entry, each Entrant, potential WH Action Hero, and WH Action Hero agrees and consents to irrevocably grant all rights to Sponsor and its parent corporations, subsidiaries, affiliates, successors, assigns, transferees, suppliers, distributors, advertisers, advertising/promotion agencies, vendors, production companies, advertisers, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, sublicensees, successors and assigns of all of the foregoing and each such company's officers, directors, employees and agents (collectively, the "**Sponsor Parties**") the perpetual, royalty-free right and permission, worldwide, throughout the universe, to use, record, photograph, perform, translate, license, publish, exhibit, make available, digitize, display, produce, reproduce, syndicate, videotape, telecast (by any means), distribute, sell and otherwise exploit, in whole or in part, respectively, each Entrant's, potential WH Action Hero's, and WH Action Hero's name, sobriquet, biographical information, testimonials and endorsements, pictures, portraits, voice, likeness, photographs, and images (the "**Likenesses**") for any and all purposes, including, but not limited to, advertising, trade, syndication, and/or promotion, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, cable, electronic, digital, mobile, third party websites and platforms, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval to the extent permitted by law, including, but not limited to, in connection with the Entry, including Answers, Essay, Photo, the Casting Call, the Services, the Work, the WH Action Hero Requirements, any other photo or video shoot(s), and works, any Sponsor publications or platforms, including Women's Health Magazine and WomensHealthmag.com, and any third party publication, website or platform, all such determinations to be made in Sponsor's sole and absolute discretion. Each Entrant, potential WH Action Hero, and WH Action Hero acknowledges and agrees that Sponsor can freely transfer, assign, license, and/or sublicense the foregoing rights without any obligation of approval, notice, consent or compensation. In addition, each Entrant, potential WH Action Hero, and WH Action Hero agrees to transfer any rights, title, interests, and copyrights, and to waive any and all moral rights, in the Entry and all Work, and will execute any such documents as may be necessary to effectuate such a transfer of rights and waiver of moral rights, without further compensation. Also by submitting an Entry, each Entrant, potential WH Action Hero, and WH Action Hero will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Casting Call. Furthermore, by submitting an Entry and/or participating in the Casting Call, each Entrant, potential WH Action Hero, and WH Action Hero agrees to Sponsor's privacy policy at <http://subscribe.hearstmags.com/circulation/shared/privacy.html>, as may be amended from time to time ("**Privacy Policy**") and to the use of their personal information as provided for in the Privacy Policy.

**8. WARRANTY:** By submitting an Entry, each Entrant represents and warrants that: **(i)** the Entry complies with the Terms and Conditions; **(ii)** Entrant is the creator of the Entry; **(iii)** the Entry was not previously published or the winner of an award of any kind; **(iv)** the Entry does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights; **(v)** the use, exhibition, or exploitation of the Entry by Sponsor will not require Sponsor to pay or incur any sums to any persons; **(vi)** Entrant is not a member of ACTRA, SAG-AFTRA or any other performer's guild or union; and **(vii)** Entrant obtained all permissions necessary in connection with the Entry and, upon

request, will provide those permissions to Sponsor in a form acceptable to Sponsor. In the event any Entry does not comply with the foregoing, Sponsor reserves the right to disqualify any such Entry.

**9. WAIVER OF RIGHT OF APPROVAL:** Each Entrant hereby waives any right of inspection or approval of the use, re-use, distribution or publication, for any and all purposes, including promotional purposes, of Entrant's Entry or Work by Sponsor Parties, including without limitation, with respect to the use, re-use, distribution or publication of Entrant's name, image, likeness, photographs, videos, or Photo.

**10. INTERNET:** If for any reason the Casting Call does not occur as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Casting Call, Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who tampers with the redemption process and/or to cancel, terminate, modify or suspend the Casting Call, in whole or in part. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Casting Call or downloading any materials in this Casting Call.

**11. RELEASE AND WAIVER; INDEMNIFICATION:** By participating in the Casting Call and submitting the Entry, each Entrant agrees to release and hold harmless Sponsor, Sponsor Parties and each of their respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all claim, cause of action, or liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury, emotional distress, invasion of privacy, misappropriation of name and likeness, infringement, defamation, death, or damage to or loss of property which may occur in connection with the Casting Call, the Entry, and the use, distribution, airing, posting or any other use of the Entry. In addition, each Entrant acknowledges and agrees that Sponsor Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. Each Entrant agrees to indemnify, defend and hold harmless the Sponsor Parties from any and all claims arising from their use, for any and all purposes, including marketing and promotional purposes, and distribution of the Entry.

**12. NO RIGHT TO COMPENSATION/NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant, including each potential WH Action Hero and WH Action Hero, hereby acknowledges and agrees that the relationship between them and Sponsor is not a confidential, fiduciary, or other special relationship, and that Entrant's decision to submit an Entry for purposes of the Casting Call does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entry. Each Entrant who submits an Entry understands and acknowledges that the Sponsor Parties have wide access to ideas, stories, content and material, and that new ideas are constantly being submitted to the Sponsor Parties or being developed by their own employees. Many of these ideas may be competitive with, similar or identical to the Entry in theme, idea, format or other respects. In this regard, you understand that no credit, compensation or other recourse will be provided to you as a result of your participation in this Casting Call. In addition, each Entrant, including each potential WH Action Hero and WH Action Hero, acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry, including the Answers, Essay, Photo, the Work, the Services, or the WH Action Hero Requirements. Each Entrant acknowledges and agrees that, with respect to any claim by any Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Entry or other material or works, including the Work, in connection with



the Casting Call, the damage, if any, thereby caused to the applicable Entrant shall not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. Further, by submitting the Entry, each Entrant agrees she shall not be entitled to any compensation for use of the Entry or Likenesses, photograph, voice, biographical information, endorsements or any other information concerning Entrant.

**13. DISPUTES: EXCEPT FOR ANY CLAIMS BY SPONSOR FOR EQUITABLE RELIEF OF ANY KIND, THIS CASTING CALL, INCLUDING ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, POTENTIAL WH ACTION HERO, WH ACTION HERO, OR SPONSOR IN CONNECTION WITH THE CASTING CALL, IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN LEHIGH COUNTY, PENNSYLVANIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN PENNSYLVANIA, AS DETERMINED BY SPONSOR. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN LEHIGH COUNTY, PENNSYLVANIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, TREBLE, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS, POTENTIAL WH ACTION HERO, AND WH ACTION HERO AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT, POTENTIAL WH ACTION HERO, OR WH ACTION HERO SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE OR ILLEGAL, OR OTHERWISE CONFLICTS WITH THE AAA RULES, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN.**

**14. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** Sponsor reserves the right to modify, extend, suspend or terminate the Casting Call, or any part of it, in its sole and absolute discretion, for any reason, including fraud, technical failures or difficulties, human error or any reason that may affect the integrity or functioning of the Casting Call, and notice of any modification, extension, suspension or termination will be posted at the Website.

**15. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible, including to permit participation in the Casting Call or provide any consideration with regard to, for: **(i)** any Entries that contain inaccurate information or do not comply with or violate the Terms and Conditions; **(ii)** any Entries that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Release Parties, Sponsor or otherwise, that may limit an Entrant's ability to participate in this Casting Call; **(iii)** unauthorized human intervention in any part of the Entry Process or Casting Call; **(iv)** persons who have committed fraud or deception in submitting an Entry; **(v)** telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; **(vi)** technical or human error which may occur in the administration of the Casting Call or the processing of Entries; **(vii)** any injury or damage to

persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Casting Call or use of any information or material submitted for the Casting Call in the manner described in these Terms and Conditions; or **(viii)** an Entrant's claim that he or she has somehow been defamed or portrayed in a false light.

**UNDER NO CIRCUMSTANCES WILL ANY ENTRANT, POTENTIAL WH ACTION HERO, OR WH ACTION HERO BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANTS AND WH ACTION HEROS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.**

**16. SPONSOR:** Hearst Magazines, Inc. 300 West 57th Street NY, NY 10019, publisher of "Women's Health" magazine ("**Sponsor**").