

“Bank On Me” APPLICATION FORM SEASON 3

Many thanks for your interest in applying to participate in “Bank on ME” (BOM), a reality TV series that presents entrepreneurs like yourself with an opportunity for business growth through potential investment by local, regional and international investors. Please fully complete and return the following questionnaire to any branch of Scotiabank in an envelope labeled “Bank On Me” or via email to info@sfacomunications.com on or before **Friday 18th March 2016**.

All applicants must be over the age of 18, reside in Barbados and have a business with a product or service already on the market or market ready. An Applicant, who participated in a previous BOM and was chosen as one of the final six contestants, is not eligible.

Name of Principal Applicant:.....

Have you previously applied to Bank on Me?.....

1. Current (Personal) Address:.....

2. Phone Numbers

Home: (.....)-- Mobile (.....) --.....

Work: (.....)--

3. E-mail:

Website

4. Date of birth:dd/mth/...../year

5. Country of Residence:.....

6. Gender: Male Female

7. Occupation.....

8. Industry/Sector of Employment:.....

9. School(s) Attended & Degree(s) Completed (include year(s)):

Year(s)	Educational Institution	Qualification Completed

10. List any organisations, clubs or causes with which you are associated

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.....
.....

11. Describe your biggest accomplishment(s) to date

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.....

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12. Where and/or how did you learn about Bank on ME?

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.....
.....

13. Business Name:.....

14. Industry/Sector of Business:

15. If applying as part of a group, the name(s) of your collaborator(s):

a.

b.

c.

16. Current Business Address (if applicable):

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.....
.....

17. In what year did your business start operations?

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.....
.....

18. Describe your business in **DETAIL** ---what does it do? What product or service does it offer?
Provide as much detail as possible.

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.....

19. Who are your customers and potential customers? (Categories: e.g. children, seniors, government, and tourists)

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.....
.....

20. What is the level of sales revenue (gross) for the business in the last three periods of operations (if applicable)?

Please state relevant period (month, quarter, year) and revenue in Barbados Dollars.

Relevant period:

Period 1	Period 2	Period 3
BDS\$	BDS\$	BDS\$

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21. What is the sales revenue potential for the business over the next five years of operation? Please provide revenue (gross) estimates in Barbados Dollars.

Relevant period:

Period 1	Period 2	Period 3	Period 4	Period 5
BDS\$	BDS\$	BDS\$	BDS\$	BDS\$

22. What is the export potential of your business? Please give a description of potential markets, target groups, revenues, strategic partnerships etc.

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23. What is the unique selling proposition? What is the unique selling point of your business? That factor that makes your product or service different from and better than others on the market?

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24. Why do you want to pitch your business on “Bank on Me”?

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25. What investment amount are you seeking? How much financial investment do you need immediately to grow your business? Please quote the required investment in Barbados Dollars

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26. What do you intend to do with the investment funds? How will you use the funds?

.....

27. What attempts have you made to build your business? What has been your success so far?

.....

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Signature:

Date:

Print Name:

Title:

Business Name:

Collaborators (if any):

a. Print Name:

Title:

Signature:

Date:

Collaborators (if any):

b. Print Name:

Title:

Signature:

Date:

Collaborators (if any):

c. Print Name:

Title:

Signature:

Date:

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AUDITION RELEASE

PLEASE READ, SIGN AND DATE the following.

In consideration for my possible appearance in the reality-based competition television series entitled “BANK ON ME” (hereinafter referred to as the Series) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows (“**Agreement**”):

1. Eligibility Requirements. I hereby represent and warrant that: (i) I am 18 years of age or older; (ii) I am a resident of Barbados; (iii) neither I nor any of my immediate family members or anyone living in my household may be or has been within the past one (1) year employees, contractors, officers, directors or agents of any of the **Executive Producer** or **Producer** (Producer) or related entity or, (b) any person or entity involved in the development, production, distribution or other exploitation of the Series or any variation thereof. (iv) I understand and agree that if I am chosen as one of the final 12 contestants, I am required to attend all scheduled workshops and promotional events and that any exceptions will be at the sole discretion of the Producer.

The Producer reserves the right at any time to render ineligible any person who the Producer determines, in its sole discretion, is sufficiently connected with the production, administration, or distribution of the Series such that his or her participation in the Series could create the appearance of impropriety. I further understand and agree that the Producer reserves the right to change any of the eligibility requirements at any time.

2. Grant of Rights. In consideration for my possible appearance in the Series and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby grant the Producer and each of its respective employees, contractors, agents, representatives, officers, directors, assignees, designees, licensees (including, without limitation the **Caribbean Broadcasting Corporation**, the **Caribbean Media Corporation** and any television network and television stations which exhibit the Series or which has the right to exhibit the Series (collectively “**Network**”)) and affiliated and related entities the following:

- a. The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audio visually and/or by audio means record me and/or my voice (“**Likeness**”) by any method whatsoever in and in connection with the Series and the business activities of Producer and Network.
- b. The absolute and irrevocable right and permission (but not the obligation) to photograph, film, tape and otherwise visually, audio visually and/or by audio means record any idea, product, invention, service or business owned or controlled by me, including without limitation any names, logos, artwork, packaging, trademarks and service marks related thereto, (collectively “**Business Indicia**”) by any method whatsoever in and in connection with the Series and the business activities of Producer and Network.
- c. All rights of every kind and character whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe in and to (I) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder

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depicting me and any performances or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such footage, tapes, and/or recordings (“**Statements**”), and (iii) all of the results and proceeds thereof (collectively, (i), (ii) and (iii) shall be referred to as the “**Material**”). I acknowledge that the Material is specially ordered by the Producer for use as part of an audiovisual work and shall be considered a work made for hire for the Producer, and therefore the Producer shall be the author and copyright owner thereof for all purposes throughout the universe in perpetuity. To the extent that such Material is not deemed a work-for-hire in any jurisdiction, I irrevocably assign, transfer and convey such Material to the Producer including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter devised, throughout the universe in perpetuity. For the avoidance of doubt, the Material shall include neither the Business Indicia nor any other intellectual property relating to my business.

- d. The irrevocable rights to reproduce, edit, dub, subtract from, add to, modify or juxtapose the Likeness, Business Indicia, Statements and/or Material in any manner and to combine them with any other material. I understand, acknowledge and agree that Producer shall have no obligation to use any of the Likeness, Business Indicia, Statements and/or Material in or in connection with the Series.
- e. The irrevocable, perpetual, nonexclusive right to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, display, and make any other uses of the Likeness, Business Indicia, Statements, whether or not embodied in the Material, in any media now known or hereafter devised, throughout the universe, in and in connection with the Series, including without limitation the advertising, promotion, marketing or exploitation of the Series (including without limitation commercial tie-ins and the exploitation of any allied, ancillary and subsidiary rights in and to the Series), and the business activities of the Producer and the Network.
- f. I understand, acknowledge and agree that the Producer may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as prohibited by law.
- g. I grant the rights hereunder whether or not I am selected to participate as a contestant in the Series in any manner whatsoever. Without limiting paragraph 4 below, I release the Releasees (as that term is defined herein below) from any and all liability arising out of its use of the Likeness, Business Indicia, Statements and/or the Material, and I agree not to make any claim against the Releasees as a result of the recording or use of the Likeness, Business Indicia, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light and/or copyright, trademark or patent infringement).

3. Representations and Warranties. I hereby represent and warrant that: (i) I, alone or in concert with any collaborators listed below (collectively “**Collaborators**”), have the right to grant the rights granted hereunder; (ii) I, alone or in concert with any Collaborators, have the right to enter into this Agreement; (iii) I, alone or in concert with any Collaborators, own and control all rights in and to the idea, product, invention, service or business that I desire to present as part of my participation in the Series; (iv) the consent of no other person, firm, corporation or labor organization (other than any Collaborators) is required to make my desired presentation or to enable the Producer to use the Likeness, Business

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Indicia, Statements and the Material as described herein; (v) the Producer’s use of the Material, Business Indicia, Statements and Likeness hereunder will not violate the rights of any third party other than any Collaborators; (vi) the Producer shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with the Producer; (vii) I have answered all questionnaire and application questions completely, honestly and accurately, and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from the Series participant selection process and/or from the Series, if selected; (viii) I further understand and acknowledge that I will be required to enter into further agreements with Producer relating the business that I may present for possible investment (my “**Business**”) and in connection with my participation in the Series; and (ix) I understand and agree that all decisions by the Producer concerning the selection of the participants are final and not subject to challenge or appeal.

4. Confidentiality. Without the express prior written consent of the Producer, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series, any ideas, products, inventions, services or businesses presented by any participant in connection with the Series or the outcome of the Series or any episode or presentation associated therewith (collectively, “**Confidential Information**”). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Series, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the Series, and shall continue regardless of whether or not an episode of the Series has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which the Producer has instructed me to use the Confidential Information.

5. General Release. To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release and covenant not to sue the Producer, Network, Sponsor, their respective parent, subsidiary, affiliated and related entities, their successors, licensees, assigns, and their respective directors, officers, shareholders, members, employees, agents and representatives (collectively “**Releasees**”) from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys’ fees) (collectively “**Claims**”) arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the Series, including, without limitation, any travel I undertake in connection with my participation in the Series, any exploitation, distribution, exhibition, advertising and/or promotion of the Series or my appearance on the Series, any disclosure of my idea, product, invention, service or business, the failure of the Producer to select me as a participant, the cancellation of the Series, the negotiation, entry into or breach of any agreement between any venture capitalist, sponsor and me (whether during or after the production of the Series and whether or not such negotiation culminates in a binding agreement), or the exercise by Producer or anyone else of any rights granted by me under this Agreement, on any legal theory whatsoever (including without limitation personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

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6. Limitation of Remedies. Without limiting any provision of this Agreement, my remedies for any breach of this Agreement by the Producer or others will be limited to an action at law for damages (if any), and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief (including without limitation through any arbitration proceeding) in connection therewith.

Initial Here:

7. Release of Unknown Claims. I acknowledge that there is a possibility that after my execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release of liability contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. This Agreement shall constitute a full release of liability in accordance with its terms. I and the Releasing Parties knowingly and voluntarily waive the provisions of any statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, the Producer would not have accepted this Agreement or my application.

8. Indemnity. I, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees' option), indemnify and hold harmless the Releasees from any and all Claims caused by or arising out of my application for and/or participation in and in connection with the Series, including, without limitation, any of the following: (i) any statement, action or omission made or taken by me or anyone else during or in connection with or relating to the Series; (ii) my failure to follow the instructions of Producer, Network, any of their officers, agents, representatives or employees, or anyone connected with the Series; (iii) my breach of any of my representations, warranties, undertakings, promises or obligations pursuant to this Agreement or the Series Rules (as may be promulgated and amended from time to time); (iv) my possession or use of any prize or investment; or (v) the use by Producer or Network or any of their respective licensees or assigns of any of the rights I have granted herein.

9. Governing Law. This Agreement shall be shall be governed by and interpreted in accordance with the laws of Barbados applicable to agreements executed and fully carried out within Barbados.

10. Dispute Resolution/Binding Arbitration. The Producer, on behalf of itself, Sponsors and Network, and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Barbados and that, subject to the arbitration procedure below, the courts of Barbados shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that any and all disputes, controversies or claims arising under or relating to this Agreement or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, “**Matters**”), and cannot be resolved through direct discussions, the parties agree to endeavor first to resolve by appointing a mediator as agreed by the parties. If any Matter is not resolved, as set forth above, the parties then agree that it shall be resolved by binding arbitration conducted in accordance with the Arbitration Act Cap. 110 of the Laws of Barbados.

The parties agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties further agree that the arbitration proceedings, testimony, discovery

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and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties’ attorneys and their staff, and any experts retained by the parties.

By agreeing to arbitration, the parties acknowledge that they have waived the right to a Courttrial.

I further acknowledge and agree that the business realities of television productions of this nature, including the Series, create special circumstances for which the Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable rules of arbitration shall prevent the Producer, Sponsors or Network from seeking provisional relief outside of arbitration. For example, a participant’s premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Series or Producer’s, Sponsors or Network’s rights hereunder, which would cause the Producer, Sponsors and Network irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law.

I hereby expressly agree that the Producer, Sponsors and Network shall be entitled to injunctive and other equitable relief pursuant to the Laws of Barbados.

11. . Severability, Assignment. Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable will be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. The Producer (and its assignees and licensees) may freely assign, in whole or in part, any of their rights or obligations under this Agreement. I may not assign any of my rights or obligations under this Agreement.

12. Entire Agreement. In signing this Agreement, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Agreement shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Producer and me relating to the subject matter hereof. This Agreement sets forth the entire agreement between Producer and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

13. Modification or Amendment. This Agreement cannot be changed, amended, modified or terminated except in writing signed by Producer and me.

14. Waiver. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any other part thereof.

15. Acknowledgement of Further Agreements. I (including any entity set forth below (or successor entity) and/or through which I market or conduct or may market or conduct my Business) understand, acknowledge and agree that as a condition of and in consideration for being considered to participate in the Series I will be required to fully complete a Business Details Questionnaire, an Intellectual Property

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Questionnaire, a Background Questionnaire, an Applicant Release and submit voluntarily to a background check (and to execute all consents, authorizations and releases in connection therewith).

16. Legal Acknowledgement. The announcement, solicitation and/or acceptance of any investment in my Business or any equity interests thereto of any kind from one or more of the venture capitalist, sponsors or any other person may require regulatory compliance under the Laws of Barbados, and I agree to comply with any and all applicable laws in connection therewith, including but not limited to laws governing the offer and sale of securities. I also understand that it is my sole responsibility to comply with such laws, that Producer, Sponsors, CBC, CMC (collectively the “**Bank on Me Entities**”) will not be providing me with any advice or assistance of counsel in that regard. In addition, I acknowledge and agree that the Bank on Me Entities will not be acting on my behalf, either directly or indirectly, as an agent, broker or finder, in connection with the offer of any investment and that the Bank on Me Entities will not have any liability for my failure to comply with any such laws.

I declare that all statements made by me in this Agreement are true to the best of my knowledge and belief. The name given below is my legal name. Any other name(s) or aliases (es) used by me within the past seven years are also noted below. I have been given ample opportunity to read, and have carefully read, this entire Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

Signature:..... Date:

Print Name:.....

Business Name:

1. Collaborators (if any):

Signature:..... Date:.....

Print Name:..... Title:.....

2. Collaborators (if any):

Signature:..... Date:

Print Name..... Title:.....

3. Collaborators (if any):

Signature:..... Date:.....

Print Name..... Title:.....

SUBMIT