

AMERICAN IDOL THE FAREWELL SEASON GUIDELINES FOR SHOW PROMOTIONS

Your promotion proposal, including all details (e.g., execution, venue information, local sponsors, media value) must be submitted using the *AMERICAN IDOL THE FAREWELL SEASON* proposal form emailed to you or found on the media distribution portal. Your form must be submitted by your station and contain relevant station contact information. Promotion proposals submitted by promotional partners (e.g., radio partners, clients) will not be accepted for review. Your proposal should be submitted to FOX for review and approval a minimum of two weeks prior to the start of the promotion (no exceptions). **These guidelines are only valid through the** *AMERICAN IDOL THE FAREWELL SEASON* finale, currently scheduled for April 2016. Please submit the proposal form only for approval to <u>scott.shambley@fox.com</u>.

YOU MUST USE THE OFFICIAL AFFILIATE IDOL LOGO POSTED ON THE DISTRIBUTION PORTAL AND FOLLOW ALL GUIDELINES PROVIDED BY PRODUCER.

YOU MAY NOT EXECUTE YOUR PROMOTION UNTIL YOU GET AN APPROVAL LETTER VIA EMAIL

PROMOTION MONITORING

Local promotion executions are scrutinized closely by FOX and FremantleMedia and 19 TV Ltd. (FremantleMedia and 19TV Ltd. collectively referred to as "Producer"), and are subject to review and approval by FOX and Producer. You must complete and return a signed Station Agreement form prior to executing any promotion. In addition, you MUST (i) sign a Trademark License Agreement with Producer, (ii) utilize the official logo as provided in the Style Guide available on CCE MEDIA DISTRIBUTION PORTAL and (iii) adhere to the guidelines established by Producer in connection with such use. If you do not properly complete and submit the Station Agreement and/or Trademark License Agreement or your promotion does not have prior written approval by FOX and/or Producer or disregards any *AMERICAN IDOL* promotional guidelines established by FOX or Producer, including, but not limited to the use of conflicting sponsors and/or the improper use of intellectual property, it will be stopped, considered invalid, and prizing (if provided by FOX) will be revoked. **Promotions deemed invalid may be subject to legal action by** Producer. Your cooperation in this matter is absolutely necessary and greatly appreciated.

CONTESTS/PROMOTIONS

1. You must serve as the official sponsor of any local *AMERICAN IDOL* related promotional execution and will be solely responsible for the execution of all elements including official rules & releases, broadcast legal disclaimers, licensing of intellectual property, etc. NO third party is permitted to run a local promotion giving away *AMERICAN IDOL* tickets, merchandise, etc. and/or to use any intellectual property utilizing the *AMERICAN IDOL* and/or *Idol* trademarks without written authorization from Producer. 2. All *AMERICAN IDOL* execution rules and regulations regarding prizing must include the following disclaimer: (i) "In the event production of *AMERICAN IDOL* is cancelled or postponed, the ticket portion of the prizing may be cancelled without substitution or compensation therefor." And (ii) "If a ticket prize is awarded, the winner's guest to the *AMERICAN IDOL* show must be at least 6 years old." and (iii) "Tickets are non-transferable and cannot be sold to or used by any person(s) other than the winner and the winner's designated guest."

3. All *AMERICAN IDOL* contest/promotion documents including rules and winner/guest releases must list the following entities as released parties: Fox Broadcasting Company, Fox Networks Group, Inc., Fox Entertainment Group, LLC, Fox Television Group, Twenty-First Century Fox, Inc., FremantleMedia North America, Inc., AMERICAN IDOL Productions, Inc., 19 Management, 19 TV Limited, 19 Entertainment, Inc., CORE Media Group Inc., their respective parent, subsidiary, affiliated and related entities, and the officers, directors, employees, licensees and assignees of each.

4. As further set out below in Logo Usage, there may be NO use of the *AMERICAN IDOL* logo, any logo containing the word *Idol* or use of the words "AMERICAN IDOL" and/or "Idol" in connection with any contests or promotions without obtaining a License Agreement from Producer. Without limiting the foregoing, there may be NO use of the *AMERICAN IDOL* logo or any logo containing the word *Idol* in any third party promotional partner or sponsor on-air or off-air media. All uses of *AMERICAN IDOL, Idol* and FOX logos must include one of the following proper legal lines:

"AMERICAN IDOL® and IDOL® 19 TV Ltd. and FremantleMedia North America, Inc. © [insert year of use] FremantleMedia North America, Inc. and 19 TV Ltd. All Rights Reserved. Licensed by 19 TV Ltd. and FremantleMedia. www.americanidol.com FOX[™] and its related entities. All Rights Reserved."

OR

"AMERICAN IDOL®/© [insert year of use] 19 TV Ltd. and FremantleMedia North America, Inc. © [insert year of use] All Rights Reserved <u>www.americanidol.com</u> FOXTM and its related entities. All Rights Reserved."

Fox Broadcasting Co.

*NOTE: For general purposes, any promotional execution for any FOX show must include FOX Broadcasting Company, Twenty-First Century Fox, Inc., and the show studio/producer(s) as released parties.

LOGO USAGE

The AMERICAN IDOL logo may be used only to promote or drive specific tune-in to AMERICAN IDOL on FOX or FOX affiliate (e.g. "AMERICAN IDOL is coming soon to FOX 11" or "AMERICAN IDOL, Tuesdays at 8 on FOX 11"). This includes all off-air logo usage. The official logo is posted in the Style Guide located on the CCE MEDIA DISTRIBUTION PORTAL. Your local contest, promotion or event logo cannot emulate the AMERICAN IDOL logo in style. All uses of the word *Idol* or AMERICAN IDOL or logos emulating the AMERICAN IDOL logo are subject to Producer's prior written approval. If you wish to utilize the word *Idol* in connection with your contest, promotion or event (e.g., *Phoenix Idol*) you must use the official *Idol* logo posted on the CCE MEDIA DISTRIBUTION PORTAL. In addition, you must sign and return a License Agreement with Producer prior to any such use. Producer may deny or withhold the grant of a License Agreement in its sole discretion upon review of the proposed use and promotion. The words AMERICAN IDOL and *Idol*, as well as the AMERICAN IDOL logo are trademarked and use of any of them to promote anything other than the program is strictly prohibited. Use of AMERICAN IDOL, *Idol* and FOX trademarks (words and logos) must include the <u>revised</u> proper legal lines (see Section 4 under Contest/Promotions). The AMERICAN IDOL and *Idol* trademarks (words and logos) cannot appear to be commingled with any local sponsor's or partner's logos.

Producer shall be deemed the owner of any and all trademarks, or derivatives thereof, utilizing the words *AMERICAN IDOL* and/or *IDOL* in connection with your promotion. All uses of *AMERICAN IDOL* and/or *IDOL* word mark(s) and logo(s) by the FOX Affiliate, and the goodwill associated therewith, shall inure to the exclusive benefit of and be on behalf of Producer.

TITLING

The title of your promotion must comply with the titling rules set out on CCE MEDIA DISTRIBUTION PORTAL and shall not depart from such rules in any manner. The word "Idol" can be used only after receiving prior written approval from Producer and under license by Producer, but not to connect *AMERICAN IDOL* and the local affiliate (e.g., "Fox 10's Arizona *Idol*" may be permitted, "KTTV's AMERICAN IDOL" is not permitted). FOX affiliates must be the title sponsor of all *AMERICAN IDOL* promotions, subject to Producer's prior written approval. A client or promotional partner may not be the title sponsor of your promotion (e.g., "Gellar Ford's Hometown Idol" will not be permitted). Producer will be deemed the owner of any and all trademarks utilizing the word "Idol" in connection with your *AMERICAN IDOL* promotion.

EQUAL TIME/FAIRNESS

To maintain the integrity and fairness of the *AMERICAN IDOL* competition and voting, local promotion initiatives may not be geared toward garnering support for a specific *AMERICAN IDOL* contestant or contestants. This includes paid promotion initiatives (by local, regional, and/or national advertisers) and unpaid or in-kind promotion initiatives by promotion sponsors, partners or by FOX affiliates themselves. For instance, your station may not sponsor or actively participate in a rally for a hometown contestant. Additionally, paid media (e.g., outdoor, radio, print, online) may not be purchased to garner support or votes for a specific contestant or contestants. It is understood that each FOX affiliate will work in good faith to ensure that the fairness and integrity of the *AMERICAN IDOL* competition is maintained and protected.

You and your media partners may, however, cover events or initiatives that are focused on a specific contestant IF THE COVERAGE IS LEGITIMATE NEWS COVERAGE (e.g., reporting live from an independent local pep rally for a hometown contestant). In covering events of this nature, be sure to avoid providing any financial consideration that would directly garner support for a specific contestant. Bottom line: You may -- and should -- encourage viewers to vote for their favorite *AMERICAN IDOL* contestant. You, your advertisers, and your promotion sponsors and partners may not encourage viewers to vote for a specific contestant or contestants.

WEBSITE

You may not create a local *AMERICAN IDOL* website. You may, however, create a page on your station's website for your approved *AMERICAN IDOL* local contest or promotion utilizing the approved *Idol* style requirements posted on CCE MEDIA DISTRIBUTION PORTAL. All *AMERICAN IDOL* and *Idol* web elements must link to <u>www.americanidol.com</u> from your web page. You must include the <u>www.americanidol.com</u> link on your station's web page. You may not allow the <u>www.americanidol.com</u> site to be linked through a sponsor or partner website. You may not allow or authorize local sponsors or partners to have any *AMERICAN IDOL* or *Idol* related content on their website. All sponsors and/or partners, including web banner sponsors, must be approved and may not commingle or appear to be a part of <u>www.americanidol.com</u>.

SOCIAL NETWORKING

You may NOT create a local *AMERICAN IDOL* page on Facebook, MySpace, Twitter, blog or other social networking platform (e.g., KTTV's *AMERICAN IDOL* Facebook page). You may, however, link to the Official *AMERICAN IDOL* social networking sites on your official affiliate station page (e.g., "Like" or re-tag content from the official page through your affiliate station page).

You may use your official affiliate social networking site to promote the affiliate program. As part of your general affiliate marketing and promotion for FOX programming, you may "share" or "like" content from *AMERICAN IDOL* official social networking sites and/or provide general updates on *AMERICAN IDOL* programming in your area. You may publicize or promote approved *AMERICAN IDOL* promotional events (including contests or sweepstakes) via your local affiliate social networking page, provided, however, all such posts 1) must be routed to FOX and Producer for review, 2) must include tune-in messaging and 3) must link back to the official *AMERICAN IDOL* social networking pages and/or website. You may post information on the winner of your promotion/activation and allow for people to comment or "like" such post, provided, however, you shall monitor and review the posts for disparaging, defamatory, negative or offensive/harmful comments.

JUDGING

The judging process for local promotions must be different than the one used on the show. Local judges may not emulate the existing show judges in any way. For example, there cannot be a judge who tries to imitate one of the judges on the show. To differentiate your promotion from *AMERICAN IDOL*, affiliates may establish an alternate means of judging; audience participation, such as the "applause meter" method, is acceptable as long as it is not the sole means of determining your winner. If used, local judges must be credible and add authenticity to the event, such as local celebrities, hosts, or talent professionals. Your contest may not make specific or general reference to any past or present *AMERICAN IDOL* judges, hosts or previous contestants or use any images of any past or present judges, hosts or previous contestants.

VOTING

Telephone or Internet voting or polling (including voting via email) is <u>not permitted</u>. This includes, but is not limited to, polls on local newscasts that share or state viewer opinion.

ON-AIR AUDITIONS/PERFORMANCES

Auditions or performances from your contest or promotion, live or taped, may not be broadcast on your station except in the case of legitimate news coverage in the form of regular formatted news stories. Segments cannot be more than five (5) minutes in length.

VIEWING PARTY EVENT

You are encouraged to create and execute a Viewing Party Event in your market. The following restrictions apply; please read them carefully:

- An event may be a single, stand-alone party or consist of viewing parties occurring simultaneously in multiple areas within your market. Locations are subject to FOX/ Producer's approval.
- Each viewing party must involve a live broadcast of the show (NO RECORDING, DELAY, or RE-BROADCAST IS PERMITTED).
- All marketing materials for event must include your local tune-in.
- You must use the approved *Idol* style requirements posted on CCE MEDIA DISTRIBUTION PORTAL in connection with the Viewing Party Event in your market.
- You are encouraged to cover and promote your event through news, radio partners, or social networking.
- The Viewing Party Event rules are in addition to, not in limitation of, the standard *AMERICAN IDOL THE FAREWELL SEASON* guidelines and protocols and are subject to change.
- The Viewing Party Event is an *AMERICAN IDOL* show promotion; therefore you will need to submit a proposal and be approved before you can execute.
- You cannot charge admission to enter the event.
- You will be solely responsible for all costs and expenses arising out of the Viewing Party Event, including, but not limited to, any public performance fees or guild fees.

IDOL UPDATES

Take the opportunity to produce and run *AMERICAN IDOL* updates on your air. The following restrictions apply; please read them carefully:

- Updates can be no longer than 30 seconds in length and can use no more than 20 seconds of approved AMERICAN IDOL footage.
- You must use the approved *Idol* style requirements posted on CCE MEDIA DISTRIBUTION PORTAL in connection with the *Idol* updates.
- Client commercials cannot be a part of the actual update but can be positioned adjacent to the update in your local break.
- Each segment can use footage from the current week of *AMERICAN IDOL* only. That is, you can use footage from Tuesday and Wednesday until airtime on the following Tuesday; once a contestant is no longer in the competition

you have no right to use their likeness to promote *AMERICAN IDOL*. Limited music clearances are another reason why it is imperative that clips be updated weekly.

- The AMERICAN IDOL updates should be positioned as program updates or interstitially.
- You may only run **2 minutes total** of *AMERICAN IDOL* updates per day.
- No *AMERICAN IDOL* update segment can be sponsored without prior approval by FOX and Producer. Following the guidelines outlined for *AMERICAN IDOL* promotions will help make sure there are no sponsor conflicts. All sponsors must be sent to scott.shambley@fox.com for written approval prior to commitment.
- You must make sure your weekly update is fair and balanced among all contestants. See the paragraph on equal time/fairness for details.

NOTE: AMERICAN IDOL updates are for your on-air use only and are not to be used as web content.

NEWS CONTENT

The use of *AMERICAN IDOL* show footage for legitimate news reporting is allowed. However, if it is packaged as an *AMERICAN IDOL* sponsored segment (e.g., "*Idol Chat*"), sponsors must be pre-approved by FOX and a Trademark License Agreement must be entered into with Producer in connection with any use of the *AMERICAN IDOL* or *Idol* trademarks. News clip credit must read: "FremantleMedia North America, Inc./19 TV Limited/FOX Broadcasting Co."

PUBLICITY

Any news access or publicity inquiries must be requested via e-mail to idolpr@fox.com.

SPONSORSHIPS & PROMOTIONAL PARTNERS

- Affiliate must serve as the official sponsor of any local *AMERICAN IDOL THE FAREWELL SEASON* related promotional execution and will be solely responsible for the execution of all elements including, but not limited to, official rules and releases and broadcast legal disclaimers, licensing of intellectual property, etc.
- NO third party is permitted to run a local promotion giving away AMERICAN IDOL THE FAREWELL SEASON tickets, merchandise, etc. and/or to use any intellectual property utilizing the AMERICAN IDOL and/or Idol trademarks without written authorization from FOX and/or Producer.
- National sponsors may change from year to year. Therefore, you are advised not to sign annual client commitments. If a client was approved in a previous season, they will not be automatically approved for the upcoming season.

FOX Affiliates must submit the attached AMERICAN IDOL THE FAREWELL SEASON proposal for sponsorship approval. This applies to EVERY local marketing effort involving AMERICAN IDOL THE FAREWELL SEASON.

Unless otherwise noted or restricted, the following partner is pre-approved. You do not need separate approvals from FOX/ Producer to partner with one of these entities.

• FORD: Auto, truck, SUV exclusivity. If you can drive it or ride in it and it's not Ford, it is NOT acceptable. This includes anything with motorized wheels (motorcycles, scooters, recreation vehicles) and specialty auto parts retailers.

Subject to final written approval from FOX, you may seek partnerships in any other category, provided, however, such sponsor 1) does not compete with approved sponsors listed above or official *AMERICAN IDOL THE FAREWELL SEASON* partners/licensees and 2) you comply with any restrictions or limitations set out below:

1. *If a retailer, service provider and/or establishment*: a. no brand or product names may be included in the establishment name (e.g., No "Aveda Hair Salon", "Serta of Las Vegas", etc.):

b. you may only partner with local, i.e., non-national, retailers, service providers and/or establishments (e.g., No partnership with a Target, Macy's, Walmart, etc.), unless approved by Producer

2. *If a product or service brand:*

a. you may only partner with local, i.e., non-national, products or brand names

Producer and FOX reserve the right to restrict and/or limit additional sponsorship categories at any time during the season.

GAMING AND/OR GAMBLING

You may partner with a local casino/gaming establishment so long as the following guidelines are met:

1. Events may be held at a venue that features gaming/gambling, so long as no access is granted to the gaming/gambling areas. Venue must strictly monitor who enters such areas. All elements of event must be completely separate from gaming/gambling actives.

2. Venue must be promoted as "resort" or "hotel". Casino and/or gambling/gaming attributes may not be prominently featured in ads/promotions (e.g., Venetian Hotel & Resort, versus Venetian Casino).

NOTE: In the event Producer brings on a slot machine and/or gaming partner, Producer reserves the right to amend guidelines dealing with gaming or gambling establishments.

PROHIBITED PROMOTIONAL EXECUTIONS, SPONSORS AND OTHER PARTICIPANTS

Except as provided below, the *AMERICAN IDOL* brand cannot be associated with any promotional execution or any sponsor, partner or other participant which is connected to alcoholic beverages, tobacco products, adult establishments (including, without limitation to, bars, gentlemen's clubs).

<u>EXCEPTION</u>: Affiliates may partner with state lottery commissions to execute AMERICAN IDOL promotions in connection with the games that Producer has licensed that state lottery commission to offer, <u>only</u> if the affiliate's station or DMA is located within the same state as the lottery commission. Each such promotion is subject to the guidelines stated herein, including without limitation, the usual FOX approval procedures.

APPROVED PROMOTIONAL PARTNERS/EVENT VENUES

Promotional partners include those businesses that share the responsibility of the promotion and/or provide prizing but do not pay for sponsorship. Some of the most commonly used promotional partners are radio stations and event venues.

- 1. Event venues may not serve alcoholic beverages. Event venues cannot charge admission for those participating in *AMERICAN IDOL THE FAREWELL SEASON* promotions (e.g., local fairs, festivals).
- 2. If any money changes hand it is a sponsorship. When in doubt, run it by FOX/ Producer for review and approval.

NOTE: Travel agents/agencies, airlines and hotels may be used only as partners; they may not be sponsors. As a partner of a promotion, their role must be stated only as "travel and accommodations provided by..." with no partner logo usage on the promotion.

QUESTIONS?

Ask first. Your Affiliate Marketing Representative is happy to answer any questions about local AMERICAN IDOL promotions.