

## Parental/Legal Guardian Consent

**Effective date: 1 January 2019**

Applicant : \_\_\_\_\_  
Parent or legal guardian 1 : \_\_\_\_\_  
Parent or legal guardian 2 : \_\_\_\_\_

If the Applicant is a minor, please sign the General Terms and Conditions (to be signed by all parents or legal guardians of the minor applicant).

As a material part of the consideration inducing The Academy Xue Yuan Pty Ltd (ACN 611 736 415) ("the Academy") to consider \_\_\_\_\_ (the "Applicant"), a minor, to be a participant in the training sessions also being streamed online in a video series currently entitled "K Pop Boot Camp" (the "Program"), the undersigned (Parent/Legal Guardian 1) \_\_\_\_\_ and (Parent/Legal Guardian 2) \_\_\_\_\_ hereby represent, warrant and agree as follows:

1. The undersigned is/are the parent(s)/legal guardian(s) (cross the irrelevant term) of the Applicant. The undersigned is/are entitled to the sole and complete custody, care and control of the Applicant and, furthermore, is/are entitled to enter into this Parental/Legal Guardian Consent.
2. Having read the foregoing General Terms and Conditions (including, without limitation to the, Privacy Policy, Eligibility Requirements, materials posted to our website and the release and disclaimer conditions), Grant of Rights, Release and Confidentiality, and the Intellectual Property Release (if and as applicable) (all of the foregoing collectively referred to herein as the "Agreements") and understanding the nature and extent of all the rights which the Applicant has granted to Academy thereunder, the undersigned hereby expressly approve(s) of, consent(s) and agree(s) to the Applicant's execution of the Agreements and his/her undertakings and obligations thereunder. The undersigned is/are satisfied that the Agreements are fair and equitable and in the best interests of the Applicant, and the undersigned hereby agree(s) not to revoke his/her consent at any time.
3. The undersigned must do any and all things and/or acts necessary and reasonably required by Academy to assist in the full and complete performance by the Applicant of the Applicant's representations, warranties, undertakings, indemnifications, releases,

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disclosures, acknowledgements, assignments, grants, engagements, approvals, conveyances, covenants, obligations, and agreements (collectively "Obligations") as set forth in the Agreements, including without limitation acting as guardian to the Applicant in connection with all of the Applicant's Obligations under the Agreements.

4. The undersigned hereby fully and unconditionally guarantee(s) to the Academy the full and complete performance by the Applicant of each and all of the Applicant's Obligations as set forth in the Agreements. Without in any way limiting the foregoing, the undersigned represent and warrant that all information provided in the Agreements is true and correct. Additionally, the undersigned agree that if required by Academy, they will submit to and complete background checks and investigations.
5. The undersigned hereby acknowledge(s) and agree(s) that by executing and submitting the Agreements, as well as by consenting to Applicant's participation as a participant in the Program (if selected), personal information regarding the Applicant will be disclosed to Academy and/or to the public. The undersigned hereby explicitly consent(s) to the provision of such personal information through the Agreements and/or otherwise and hereby release(s) the Academy and each and all of their respective direct and indirect parents, related, affiliated or subsidiary entities, and the directors, officers, employees, contractors, agents, partners, shareholders, representatives, members, successors and assigns of each of the foregoing from any and all claims, liabilities, actions, losses, damages, and costs that may arise out of the provision and/or use of such personal information in the Program or otherwise.
6. The undersigned, hereby acknowledge(s) and agree(s) to be bound by and perform all terms and conditions of the Agreements, as if the undersigned were the sole signatory(ies) thereto including, without limitation, the undersigned's releasing of the Academy any entity owned or controlled by or affiliated with any of the foregoing or any television network or network of media distribution exhibiting the Program, or any of their respective direct and indirect parent, subsidiary, affiliated or related entities (collectively, "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of or resulting from the Applicant's possible or if selected by the Academy, actual participation in the Program. In no event is the undersigned entitled to seek injunctive or any other equitable relief against the Academy and/or any of the other Released Parties in connection with the Applicant's possible participation or if selected by Academy, actual participation in the Program. The undersigned understand(s) and agree(s) that if either the Applicant or the undersigned violate any of the Agreements,

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both the Applicant and the undersigned will be deemed to have violated the Agreements. The undersigned understand(s) and agree(s) that if, at any time, the undersigned break(s) the promises that the undersigned has/have made in this Parental/Legal Guardian Consent, the Applicant may be immediately disqualified from participating in the Program, even if s/he has already been chosen as a participant.

7. The undersigned hereby fully and unconditionally guarantee(s) that the Applicant will not at any time in the future disaffirm the Agreements in whole or in part, by reason of the Applicant's minority or otherwise.
8. The consideration provided in the Agreements, whether implicit or explicit, is deemed to be full and complete consideration for any and all rights granted by the Applicant in the Agreements and herein granted and agreed to be granted to Academy and for all obligations set forth in the Agreements and in this Parental/Legal Guardian Consent, not only by the Applicant but also by the undersigned.
9. The undersigned hereby agree(s) to execute any and all documents or papers consistent herewith, to cooperate in any proceeding, and to comply with any and all applicable laws, regulations and/or requirements concerning contracts with minors, if so requested by Academy in its sole discretion.
10. The undersigned hereby expressly agree(s) to and must indemnify and hold harmless the Released Parties from any and all costs incurred and any and all losses of any nature or kind whatsoever arising from or relating to any claim(s) made by or on behalf of the Applicant relating to the subject matter of the Agreements and/or this Parental/Legal Guardian Consent.
11. The undersigned hereby expressly agree(s) to and must indemnify and hold harmless the Academy, and the other Released Parties from any and all costs incurred and any and all losses of any nature or kind whatsoever arising from or relating to the breach or alleged breach of any of the agreements and/or guarantee(s) made by the undersigned in this Parental/Legal Guardian Consent.
12. The undersigned expressly agree(s) that the provisions of this Parental/Legal Guardian Consent apply and relate with full force and effect to the Agreements, as well as to any and all supplements, modifications and amendments thereto.

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13. The undersigned represent(s) and warrant(s) that they have had the opportunity to consult with their own legal counsel prior to the Applicant signing these Agreements and prior to the undersigned signing this Parental/Legal Guardian Consent, and have either so consulted with the undersigned's own counsel or, in the alternative, have voluntarily and on the undersigned's own accord declined such opportunity. By signing below, the undersigned voluntarily and knowingly agree(s) to the terms and conditions of these Agreements and to the terms and conditions of this Parental/Legal Guardian Consent.
14. If the whole or any part of a provision of this Parental/Legal Guardian Consent is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Parental/Legal Guardian Consent has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Parental/Legal Guardian Consent or is contrary to public policy.

THE UNDERSIGNED EACH UNDERSTAND THAT THE UNDERSIGNED IS/ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THESE AGREEMENTS, INCLUDING WITHOUT LIMITATION TO, THE RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THESE AGREEMENTS.

If the names of two or more persons appear as the undersigned in the opening paragraph of this Parental/Legal Guardian Consent or if this Parental/Legal Guardian Consent is executed by two or more persons, then this Parental/Legal Guardian Consent is binding jointly and severally upon said persons and each of them, and each and all of the obligations on the part of the undersigned set forth herein are deemed to be joint and several. Singular numbers include the plural numbers, if the context so requires.

ACKNOWLEDGED, AGREED, and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Parent / Legal Guardian 1 of Minor

\_\_\_\_\_  
Parent / Legal Guardian 2 of Minor

\_\_\_\_\_  
Relationship to Minor

\_\_\_\_\_  
Relationship to Minor

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