

# the faces of 50+

REAL PEOPLE MODEL SEARCH



## 2008 Entry Form

**Nominate yourself now through September 15, 2008**

AARP *The Magazine's* Faces of 50+ Real People Model Search is looking for real men and women (no professionals, please) who look and feel great at 50 and beyond. If you've always wanted to be a model, now is your chance. It's free and easy to nominate yourself!

Fields marked with an asterisk (\*) are required.

**Name\***

First

Last

**Date of birth\***

Month

Day

Year

**Location\***

City

State

**Home phone\***

**Secondary phone**

**E-mail address\***

**Marital Status**

Single

Married

Divorced/Widowed

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**Gender\***

Female

Male

**Height\***

Feet

Inches

**Weight\***

lbs.

**Please tell us why you represent the “Face of 50+” (200 words or less)\***

**Attach your photo\***

**Photo submission guidelines:**

- Your photo should be in color.
- Your photo should be of you and only you.
- Headshots only, please—a close-up from the shoulder or neck up.
- Orientation: horizontal or vertical.
- You must own the copyright for the photo you submit or have the permission of the copyright owner to use it in this Model Search.
- *AARP The Magazine* reserves the right to reject and disqualify any images that are considered inappropriate or in violation of the guidelines above.

**I've read and agree to the Terms & Conditions.**

# Terms & Conditions

## What's It About?

AARP *The Magazine* is looking for men and women to appear as real-people models in a fashion and/or beauty editorial feature presently scheduled for 2009. If you have always wanted to be a model, now is your chance.

## Eligibility Requirements:

- You must be 50 years of age or older and a resident of the United States, Puerto Rico, or the U.S. Virgin Islands. Both men and women are invited to apply.
- Employees of AARP and its affiliated companies are not eligible to participate.
- Individuals who have previously performed services for a modeling agency, but are not currently under contract, are eligible to apply.

## How to Apply:

To apply, submit an application form online and upload a recent digital photograph of yourself at <http://www.aarpmagazine.org/modelsearch>. All online applications must be submitted no later than September 15, 2008. All applicants must consent to the terms and conditions of The Faces of 50+ Real People Model Search Agreement. The photograph you submit must be an original photograph of yourself for which you own the copyright or have secured the rights to distribute without restriction. Your photograph should only include your own likeness and should not include the identifiable likeness of any other person. All applications and photo submissions become the property of AARP, and none will be returned. By submitting an application, you agree to be bound by these terms and conditions, including the grant of rights set forth below.

## How Will Applicants Be Selected to Join the Model Pool?

Winning models will be selected by the editors of AARP *The Magazine* from among all eligible applications submitted to join a pool of models available for AARP *The Magazine* fashion and/or beauty editorial feature photo shoots ("Model Pool").

Additional applicants will be selected by the editors of AARP *The Magazine* from among all eligible application forms to participate in a public voting process to select one (1) additional member of the Model Pool. Photographs of these applicants will be posted on AARP The Magazine Online. Visitors to the website may vote only one time for their favorite applicant. Votes submitted by means of software-generated or other automated processes will be disregarded.

AARP will not be responsible for incomplete, lost, late, or misdirected applications or for the failure to receive applications or votes due to transmission failures or technical failures of any kind. AARP also will not be responsible if each visitor to the website is able to submit more than one vote. AARP reserves the right to disqualify any applications or votes by persons determined to be tampering with or abusing any aspect of the model search. All decisions of the editors of AARP *The Magazine* regarding the selection of models will be final and binding. Selection for the Model Pool does not guarantee that you will participate in a photo shoot for AARP *The Magazine*. Model Pool members who are selected for a photo shoot will be provided with reasonable travel arrangements, but will not receive additional compensation.

## The Faces of 50+ Real People Model Search Agreement

In consideration of being permitted to participate in any way whatsoever, including, but not limited to, the application process and selection procedures for the AARP *The Magazine*: The Faces of 50+ Real People Model Search ("Model Search"), I hereby represent and agree that: (i) I meet and will be bound by, the eligibility requirements for the Model Search as described in the accompanying Terms and Conditions; (ii) I have answered (and will answer) all questions posed during the application process truthfully, accurately, completely, and to the best of my ability and knowledge; (iii) any photograph I submit is an original photograph for which I own the copyright or have secured the right to copy and distribute without restriction and that AARP's use of the Materials (as defined below) will not infringe or violate the rights of any third party, including, without limitation, any copyright right, nor give rise to any obligation to pay money to any third parties; (iv) if any of the information that I provide to AARP *The Magazine* or its designees (hereinafter referred to as "AARP"), is found to be false, misleading, inaccurate, or incomplete in any respect, such will be grounds for my elimination/dismissal from the Model Search and/or from the Model Pool itself; (v) even if I meet and comply with the eligibility requirements, AARP has no obligation to select me for the Model Pool; (vi) even if I am selected a member of the Model Pool, AARP has no obligation to include me in a photo shoot or publish my likeness in an AARP *The Magazine* fashion and/or beauty editorial feature or otherwise; (vii) all decisions by AARP concerning selection of models for the Model Pool and other matters relating to the Model Search are final and not subject to challenge or appeal; and (viii) AARP owns and is not obligated to return or maintain (and may destroy) any materials

submitted as part of my application (including the photographs of me taken at the AARP The Magazine Road Show event, submitted online, or mailed) whether or not I am invited to participate in the Model Pool.

I acknowledge and agree that I am solely responsible for my own conduct and agree to all risks related to my participation in the Model Search and any related photo shoots, and I hereby irrevocably and unconditionally release, acquit, forever discharge, and hold harmless AARP, and its subsidiaries, affiliates, officers, employees, and agents from any and all claims, liabilities, damages, costs, and expenses, including but not limited to attorneys' fees, known or unknown, of any kind arising from or in connection with the Model Search, and any photo shoot or other Model Pool activity or event. AARP is not responsible for lost, stolen, late, misdirected, damaged, incomplete, illegible, or corrupted application forms, or for application forms that fail to enter the processing system, or that are processed, reported, or transmitted late, or that are not received for any reason, including computer or any other malfunction, or human error.

By submitting the application form, I hereby agree that AARP owns all right, title, and interest, including without limitation, all copyright rights, in and to my application and any other materials that I have provided in connection with the Model Search, including the photographs of me taken at the AARP The Magazine Road Show event, submitted online, or mailed (collectively, the "Material"). I also hereby agree to grant AARP, its respective affiliates, creative agencies, and assignees, an irrevocable, perpetual, worldwide, and royalty-free license to reproduce and use the Materials and my name, voice, likeness, and/or biographical information (the "Personal Elements") in connection with the Model Search and in any promotional, editorial or advertising materials related to AARP, AARP *The Magazine*, the Model Search, or the Model Pool. I agree that I will not receive any monetary compensation as a result of any use of the Materials or my Personal Elements and that AARP's willingness to consider my application for the Model Pool constitutes adequate and sufficient consideration for this grant. I further agree that AARP may use my Personal Elements and Material in connection with any promotion, publicity, marketing, or advertisement for AARP, AARP *The Magazine*, the Event, or the Model Pool in any manner whatsoever, without limitation, in any and all mediums, including digitized, that may exist in the future. I understand that AARP makes no representation regarding whether or not such Personal Elements or Materials will be used in any manner whatsoever. I irrevocably, unconditionally, and absolutely grant the rights hereunder whether or not I am selected to participate in the Model Pool.

Without limiting the foregoing, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, this agreement shall be construed in accordance with its remaining terms as if the invalid or unenforceable provision was not contained therein. No waiver by AARP of any term or condition of this agreement will be construed as a waiver by AARP on any other term or condition; nor will any waiver by AARP of any default under this agreement be construed as a waiver by AARP of any other default. It is further understood and agreed that no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. This agreement shall be deemed to be entered into and shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regards to conflict of laws.

I hereby consent to the use and disclosure by AARP of any personal information I have provided on my application form (or otherwise in connection with the Competition) for the purpose of the development, production of AARP, AARP *The Magazine*, the Model Search, or the Model Pool. My personal information will be collected and maintained by AARP.

**I AGREE THAT I WILL NOT EXPLOIT FOR MY PERSONAL GAIN ANY ASPECT OF MY PARTICIPATION IN THE MODEL SEARCH OR THE MODEL POOL, COMMERCIALY OR OTHERWISE. I UNDERSTAND THAT IF I AM SELECTED FOR THE MODEL POOL AND PARTICIPATE IN ANY RELATED PHOTO SHOOT, I WILL NOT RECEIVE ANY COMPENSATION BEYOND REIMBURSEMENT FOR MY REASONABLE INCIDENTAL AND TRAVEL RELATED EXPENSES IN ACCORDANCE WITH AARP GUIDELINES.**

**I HAVE READ AND UNDERSTOOD ALL PROVISIONS OF THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND HAVE ENTERED INTO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY ACCEPTANCE OF THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**