

Show Me the Wow! Content and Contestant Submission Terms

Last updated September 1, 2021

Show Me the Wow! is a new entertainment series produced by SMW Entertainment, LLC., ("SMW") featuring world-famous product pitchman, Vince Offer (the "Show"). You are invited to apply to appear on the show and pitch your product idea ("Contestant"). **There is no cost to the Contestant to participate.** As part of your application, please submit photos and/or videos of your invention(s) and ideas, including your pitch, inventing successes and bloopers (the "Materials"). No prototype required. Good luck!

Eligibility

1. In order to be considered as a Contestant on the Show, you must meet the following requirements which may be changed at any time by SMW in its sole discretion:
 - You must be 18 years of age (or the age of majority in the state in which you reside) or older; or if below 18 years of age (or the age of majority in the state in which you reside) your parent(s) and/or legal guardian(s) must apply on your behalf and must also sign and agree to all documents related to your potential participation or content inclusion in the Show.
 - You must be and remain legally present in the United States or Canada during your participation in the Show and legally authorized to participate.
 - You must not be a candidate for public office and must agree not to become such a candidate for a period of eighteen (18) months from the date of the initial airing of the final episode in which you and/or the Materials appear.
 - Neither you nor any of your immediate family members or anyone living in your household may currently be, nor have been within the past one (1) year, an employee, independent contractor, officer or agent of any of the following: (a) SMW or Square One Entertainment, Inc. or any entity owned, controlled or affiliated with each of the foregoing, or any direct and/or indirect parents, subsidiaries, affiliated or related entities of each of the foregoing; (b) any person or entity directly involved in the development, production, distribution or other exploitation of the Show or any variation thereof; (c) any known major sponsor of the Show; (d) Vince Offer or any judge or any entity substantially owned or controlled by Vince Offer or any judge; or (e) any person or entity supplying services to the Show.
 - You may not have been convicted of a felony (or indictable offense in CA) in the previous 10 years (unless expunged).
 - You must voluntarily submit to a background check, in SMW's sole discretion.
 - You or the Materials must not have appeared on any similar television or online programming.
 - Video length must be 2 minutes or under.
2. You acknowledge and agree that SMW has the sole discretion to render ineligible any person who, in SMW's sole discretion, is sufficiently acquainted with any person or entity connected with the development, production, or exhibition of the Show that their participation in the Show could create the appearance of impropriety.
3. You acknowledge that even if you are chosen to be Contestant, there is no guarantee that your appearance will be included in the Show.
4. If you are a parent/legal guardian submitting on behalf of a minor, please include your (parent/legal guardian) contact information in the submission form.
5. You acknowledge that in order to be eligible to compete as a Contestant on the show, you must sign all releases, contracts, rules statements and any other commitments or acknowledgements as required by SMW, in its sole discretion.

Materials

6. All Materials become the sole and exclusive property of SMW and cannot be returned at any time. By submitting Materials, you grant SMW a royalty-free license to use the Materials as well as your name, likeness (actual or simulated), photograph, caricature, voice, biographical material, and any other of your identity (collectively, your "Likeness") in connection with the Show, for any purpose, including but not limited to its promotion, production, exhibition, advertising, publicity, merchandising and any other exploitation, in any way,

in any medium, on a worldwide basis, in perpetuity, for any reason,, even if you are not chosen as a Contestant.

7. You hereby waive and relinquish any and all claims against SMW and all parties associated with the Show, their successors and assigns, related or affiliated entities, and directors, officers, agents and employees (the "Released Parties") for SMW's use of the Materials or your Likeness, and release the Released Parties and hold them harmless with respect to any injuries you may receive, including but not limited to embarrassment, emotional distress, or any other psychological or emotional harm.
8. You represent and warrant all Materials are 100% original and that they do not and shall not infringe upon, violate or misappropriate the rights, including, without limitation, trademarks, patents, or any other intellectual property rights or trade secrets, of any other person or entity; will not cause injury or harm to any other person or any property; and that there are and will be no encumbrances, liens, conditions or restrictions whatsoever upon or affecting such Materials. You agree to indemnify and hold SMW and the other Released Parties, free and harmless, to the fullest extent permitted by law, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and costs) that in any way arise out of or result from any breach by you of this provision.
9. You represent and warrant that the Materials do not contain any untrue statements, any omission of material facts or otherwise misleading or unsubstantiated claims of product efficacy.
10. You acknowledge and agree that SMW reserves the right to edit or otherwise alter the Materials for any reason, including but not limited to, in order to incorporate or append the Show's graphics, for creative reasons, for technical reasons, to comply with network's broadcast standards and practices, and/or in order to convert the Materials into a broadcast-quality videos for potential on-air broadcast.
11. You agree not to submit the Materials to similar and/or competing programs or invention promoters. Such submission will result in automatic disqualification.
12. You represent that the Materials have not been telecast on national television prior to its first appearance on the Show. Notwithstanding the foregoing, if SMW determines to its satisfaction that a video was exposed on national television without your knowledge or involvement, SMW may, in its sole discretion and in keeping with the fairness and integrity of the competition, permit the Materials to appear on the Show.
13. You acknowledge that you will not be compensated in any way by SMW or any other Released Party for submitting Materials, or for SMW's use of the Materials.
14. You agree to sign any other releases and/or agreements as required by SMW, in SMW's sole discretion in order to participate as a Contestant on the Show.

General

15. You confirm that you have read and agree to these Content and Contestant Terms, the SMW Terms of Use for this website and the SMW Privacy Policy, and you represent and warrant that you meet the Eligibility Requirements. You also acknowledge that SMW will receive the personal information you provide in connection with your submission and may use that information in accordance with the SMW Privacy Policy.
16. These Content and Contestant Submission Terms are governed by the laws of the state of California, without regard to conflict of laws of the United States, without giving effect to any conflict of law principles. See SMW's Terms of Use for our governing law and binding arbitration terms.