



MISS CALIFORNIA USA® & MISS CALIFORNIA TEEN USA®

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2010 RECRUITER PACKET

Recruiter,

We have put together the attached survey, and would like to ask for a few minutes of your time. Please complete and email it back to me.

Please feel free to call me at (310) 275-4339 or email at k2causa@aol.com. I'd love to hear any and all thoughts so that this years' recruiter program will be the best yet. One of your girls may just be the next MISS USA!

Sincerely,

Lilly Colón

K2 Productions, Inc.



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2010 RECRUITER AGREEMENT

_____ (“you”) has been approved by K2 Productions, Inc. (“we” or “us”) as a contestant recruiter for the 2010 MISS CALIFORNIA USA® and MISS CALIFORNIA TEEN USA® Pageants (the “Pageants”).

You agree to recruit to the best of your abilities for the Pageants in accordance with the Code of Conduct attached hereto as Appendix I and by this reference incorporated herein. Furthermore, you understand that the monetary compensation for your recruitment efforts is subject to recruiter guidelines requiring a minimum of three new paid in full qualified pageant participants. No payments will be made for any one recruiter referring less than three. You will be rewarded according to the Recruiter Incentive Program and by this reference incorporated herein. You are not allowed to accept any monies or other consideration in connection with the Pageants. All fees for contestant entries and advertising must be made payable directly to us from the recruited contestant. Referral payments will be made to you within 30 days after recruiter request following confirmed participant payment in full.

You are permitted to promote and advertise yourself as an “Official 2010 MISS CALIFORNIA USA® Pageant Recruiter” and “Official 2010 MISS CALIFORNIA TEEN USA® Pageant Recruiter” on any and all material pertaining to the recruitment of contestants for the Pageants, subject to your execution of, and compliance with, the Permission to Use Trademarks attached hereto as Appendix II and by this reference incorporated herein. All materials must be approved in advance by us, which approval may be granted or withheld in our sole discretion. You are expected to supply all potential contestants with current information, official paperwork and offer advice and counsel on participating in the Pageants. No promise of acceptance as a contestant in the Pageants, or placement or Pageant outcome, may be made by you to any potential contestant for the Pageants at anytime.

You may not assign, sell, or transfer this letter agreement, or assign or sublicense any of your rights or delegate any of your obligations hereunder, in whole or in part, without first obtaining our written consent (which we may withhold for any reason). We reserve the right to terminate this letter agreement at any time for any reason or purpose.

This letter agreement, including the Code of Conduct, Recruiter Incentive Program, and Permission to Use Trademarks attached hereto, collectively constitutes the entire agreement between us and you with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. This letter agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.

Recruiter

K2 Productions, Inc.



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Date: _____ Date: _____

APPENDIX I, CODE OF CONDUCT

1 INTRODUCTION

1.1 Purpose of this Code of Conduct

This code is designed to help you in recruiting potential contestants for the MISS CALIFORNIA USA® and MISS CALIFORNIA TEEN USA® Pageants (“State Pageant(s)”). It contains recommended as well as mandatory specifications, standards, methods, and procedures. While every effort has been made to make this code comprehensive, it is not possible to include all details and possible exceptions. Information contained in this Code of Conduct may be updated periodically or on an as-needed basis.

2 ETHICS

2.1 Standards and Prohibitions for State Director Organizations

The upstanding reputation and image of the State Pageant systems is of the utmost importance to the ongoing success of the system. To maintain this standing in the eyes of the public, it is critical that the behavior and activities of anyone involved with the State Pageants (including recruiters) having any role interacting with applicants, contestants or their families must be above reproach.

The list below represents the types of activities that will not be initiated, sponsored, or tolerated by the state organization. This is only a partial list.

1. Use of controlled substances (except those drugs which may have been prescribed by a licensed physician) or alcohol abuse.
2. Publicity, video, or photographs of applicants, contestants, or state titleholders in lewd, compromising, or otherwise unacceptable activities or situations.
3. Any illegal or immoral conduct.
4. Arrangement of individual social events or dates for or with applicants, contestants, state titleholders, or their families.
5. Engagement in any romantic or sexually intimate relationship or acts with any applicants, contestants, state titleholders, or their families.



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6. Exposing any applicants, contestants, state titleholders, or their families to any sexually explicit materials including films, photographs, theatre, art, or demonstrations.
7. Speaking to any applicants, contestants, state titleholders, or family members in a romantic or sexually explicit manner, or telling “off-color” jokes.
8. Placing or exposing any applicants, contestants, state titleholders, or their families in or to any inappropriate, uncomfortable or compromising situations.
9. Soliciting or accepting sexual favors or soliciting other favors or gifts of any kind.
10. Engaging in any business transactions, partnerships, investments, or other financial activities with any applicant, contestant, state titleholder, or family members.
11. Entering into any agreement to share an applicant’s, contestant’s or state titleholder’s current or future earnings related to their participation in the MISS CALIFORNIA USA®/MISS CALIFORNIA TEEN USA® Pageant Systems.
12. Failing to properly chaperone the applicants, contestants or state titleholders, or participating in any disreputable conduct with the applicants, contestants, state titleholders, or their family members.

2.2 Conflict of Interest

If you own ancillary business operations – especially talent or modeling businesses – understand that these can create the appearance of a conflict of interest or create an impression that certain applicants or contestants have an unfair advantage due to a client relationship with your ancillary business.

In order to avoid any perception of impropriety *you must fully disclose in writing to all applicants and contestants* the nature of your ancillary businesses. This disclaimer must explain that:

Applicants and contestants are not required to become clients of the ancillary businesses in order to compete in the pageant.

Clients of the ancillary businesses will not receive any preferential treatment of any kind in the pageant.

The applicant’s or contestant’s decision whether or not to become a client of any ancillary business will have no effect whatsoever on her chances of success in the pageant.



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It is critical that you strictly adhere to these guidelines. It is also critical that you not solicit applicants or contestants as potential clients of any ancillary businesses or imply in any way that clients have an advantage in the pageant.

Lastly, you must inform the State Pageant organization in writing, within 30 days following your execution of the agreement granting you permission to serve as a recruiter for the State Pageants, of any ancillary business that you, the State Director, own or operate, as well as a list of all contestants who are also clients.

We hope to ensure the reputation of the MISS CALIFORNIA USA®/MISS CALIFORNIA TEEN USA® Pageant Systems through these and other procedures; however, not all appropriate or inappropriate behavior can be listed in a code. You are urged to use the utmost prudence in all of your dealings with applicants, contestants, and their families to maintain your reputation and that of the State Pageant organization.

2.3 Medical and Dietary Advice

Naturally, State Pageant contestants are anxious to appear their best and perform at their peak.

You may be solicited by contestants to provide health advice in the areas of diet, medical procedures, or the use of prescription or other drugs as a means of gaining a perceived advantage in the pageants. ***Under no circumstances can you provide advice in these or related health areas, particularly in the areas of prescription medication, diet pills and supplements, and other drugs.*** Instead, upon inquiry, you should direct contestants to their own physicians, healthcare providers, fitness consultants, or other qualified independent advisors for this information and notify the Stage Pageant organization about these solicitations.

2.4 Cosmetic Surgery

The increasing popularity of cosmetic surgery in the entertainment field, and in society generally, may encourage contestants to take such measures to obtain a perceived advantage in the pageants. Under no circumstances should you suggest, encourage, or advise potential contestants that they undergo any type of cosmetic surgery.



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3. RECRUITING CONTESTANTS

3.1 Fair and Impartial Selection

As a State Pageant recruiter, it is your responsibility to recruit contestants for our State Pageants. It is essential that contestants be recruited and selected in a fair and impartial manner. You may not discriminate against any State Pageant applicant or contestant because of race, color, religion, national origin, or sexual orientation.

3.2 Contestant Eligibility

All decisions relating to the acceptance of applicants as contestants for the State Pageants (including determinations regarding eligibility) will be made solely by the State Pageant Organization. Under no circumstances are you to accept applicants as contestants for the State Pageants.

3.3 Entry Form and Contract/Required Documentation

All documentation to be submitted and/or completed by applicants and contestants (including the Contestants' Official Entry Form/Contract) will be determined by the State Pageant organization.

4. FEES

You may not charge any fees to or require any consideration from any applicants and contestants for the State Pageants.

ACCEPTED AND AGREED:

Name of Recruiter

Date



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APPENDIX II, PERMISSION TO USE TRADEMARKS

I, _____ have entered into an arrangement with K2 Productions (“you” or “your”) to recruit contestants for the 2010 MISS CALIFORNIA USA® Pageant and the 2010 MISS CALIFORNIA TEEN USA® Pageant. In serving as a recruiter for these pageants, I understand and acknowledge that I may be granted by you (subject to the terms and conditions of our arrangement) the limited right to use and display the USA Marks (as that term is defined below) pursuant to the limited license to do so granted to you by Miss Universe L.P., LLLP (“Miss Universe”).

I understand and acknowledge that Miss Universe is the sole owner to all rights and interests in the trade and service marks MISS USA, MISS TEEN USA, as well as all variant marks in the form MISS CALIFORNIA USA, MISS CALIFORNIA TEEN USA® (collectively, the “USA Marks”) and has sole control of the USA Marks.

I shall not challenge the ownership or other rights of Miss Universe in and to the USA Marks. I agree never to use any of the USA Marks except as expressly permitted by this Agreement. I agree that I will not apply for registration or seek to obtain ownership of any USA Mark, or any mark, name or designation likely to be confused with the USA Marks, including marks containing the words “MISS USA®” or “MISS TEEN USA®,” either alone or in combination with other words or Logos, anywhere in the world. This provision shall survive the term of this Agreement.

I further understand that I have your permission to use the marks MISS CALIFORNIA USA and MISS CALIFORNIA TEEN USA solely for the purpose of recruiting potential contestants in California in connection only with the 2010 MISS CALIFORNIA USA Pageant and the 2010 MISS CALIFORNIA TEEN USA Pageant. I understand that I have permission to use the Marks MISS CALIFORNIA USA® and MISS CALIFORNIA TEEN USA only for so long as I am a 2010 MISS CALIFORNIA USA Pageant and 2010 MISS CALIFORNIA TEEN USA Pageant recruiter.

I acknowledge and agree that all use you (and, at your direction and on your behalf, I) make of the USA Marks shall inure to the benefit of Miss Universe, and under no circumstance to either you or me.

I agree to only use the USA Marks in accordance with the guidelines and specifications set forth by Miss Universe as you have communicated them to me, including, but not limited to, adherence to all trademark notice and legend requirements demanded by the Miss Universe. It is my responsibility to confer with you to ensure my use of the USA



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Marks complies with such guidelines. I further agree only to use the USA Marks in materials approved by you in writing in advance. I agree to submit to you for approval, before use or dissemination, copies of all proposed materials. You may withhold your approval of any materials for any or no reason.

I recognize the value of the USA Marks, the positive reputation and goodwill established by the Marks, and the need to protect and guard said goodwill. All advertising and promotions that embody the USA Marks shall be consistent with the high standards and prestige represented thereby.

Agreed to this _____ day of _____, 20____.

By: Name of Recruiter

Date

Below is the recruiter logo that is available for your use.

Recruiter LOGO.pdf



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RECRUITER SURVEY

NAME: _____ **DATE:** _____

MAILING ADDRESS: _____

COUNTY: _____

PHONE: _____ **EMAIL:** _____

1. Why do you recruit girls to participate in Miss CA USA?
2. What are the 3 best things about last years recruiting program?
3. What are 3 things we can do to improve the program?
4. What tools do you need from K2 to be a successful recruiter?



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APPENDIX III RECRUITER INCENTIVE PROGRAM

15 Contestants- PLATINUM

4 tickets to both the Preliminary Show and the Final Show
2 VIP Beauty of California Dinner tickets seated at Celebrity Table
3 nights hotel room at host hotel (or overflow hotel if unavailable at time of booking)
MISS CALIFORNIA USA® Platinum recruiter plaque and on stage recognition
www.misscaliforniausa.com special thanks
Photo with MISS CALIFORNIA USA and MISS CALIFORNIA TEEN USA
Brunch with Celebrity Judges

10 Contestants - GOLD

2 tickets to the Preliminary Show and Finals Show
2 nights hotel for the weekend of the event
MISS CALIFORNIA USA® Gold recruiter plaque
www.misscaliforniausa.com special thanks
Photo with MISS CALIFORNIA USA and MISS CALIFORNIA TEEN USA

5 Contestants - SILVER

1 ticket to the Preliminary Show and Finals Show
MISS CALIFORNIA USA® Silver recruiter plaque
www.misscaliforniausa.com special thanks
Photo with MISS CALIFORNIA USA and MISS CALIFORNIA TEEN USA

**all rooms must be used the weekend of the event and can not be carried over to any other time.

If you have any questions regarding this program please contact the K2 Productions, Inc. offices.