

## Real Bratz® Video Submission Guidelines

What is a Real Bratz?

- A Real Bratz works hard to push the boundaries of what they think they can be.
- A Real Bratz stands up for their passions and encourages others to do the same.
- A Real Bratz gives back by lending a hand where no one else knew a hand was needed.
- A Real Bratz sees the impossible...and makes it possible.
- A Real Bratz thinks outside the box, innovates and invents, and brings new ideas and concepts into the world.

Real Bratz are everywhere, in every neighborhood, in every city and all around the globe. They grow up and continue to work hard and make the world a better place, both locally and internationally, and we want to hear their stories!

We are calling all Bratz to send in your video telling us why you are a Real Bratz! If you submit a video that meets our Real Bratz® Video Submission Guidelines (“Guidelines”), as exclusively determined by MGA Entertainment, Inc. (“MGA”), we will send you a \$25.00 (twenty-five dollar) Bratz gift pack.

### Video Submission Guidelines

This video submission request is not a contest or sweepstakes. No winners will be selected. Receipt of the \$25.00 (twenty-five dollar) Bratz gift pack is expressly conditioned upon satisfying the Guidelines as stated herein. Compliance with guidelines will exclusively be determined by MGA.

Eligibility: Participation in this video submission request is open to all persons who comply with these Guidelines, unless otherwise prohibited by law.

Age Requirement: All video submissions must be made by a person who is over the age of 18. If the video includes a person under the age of 18, a parent or legal guardian must submit the video on behalf of the minor.

Number of Submissions: One submission is permitted per person whose voice and/or image appears in the video submission. No video submissions, or any portion thereof, may be reused if multiple persons appear in the video. In the event of duplicate submissions by multiple persons appearing in video submission, the first submission received by MGA will be eligible to participate in this call for video submissions.

Video Submission Time Period: Thursday, April 25, 2013, 11:59 PM PST through Sunday, June 30, 21013, 11:59 PM PST.

Release Form: A Real Bratz Video Submission Release Form must be signed and submitted by all persons who appear and/or whose voice can be heard in the video. If the person appearing in or whose voice can be heard in the video is under the age of 18, then Real Bratz Video

Submission Release Form must be signed by a parent or legal guardian of the minor authorized to execute such agreements. The Real Bratz Video Submission Release Form can be found [here](#).

Purpose of the Real Bratz Video Submission Release Form: The form is intended to grant MGA non-exclusive rights to utilize, or not, any portion of the video submission in all forms of media, in perpetuity, for any purpose. **PLEASE CAREFULLY READ AND COMPLETE THE REAL BRATZ VIDEO SUBMISSION RELEASE FORM. ADDITIONAL TERMS AND DETAILS ARE CONTAINED THEREIN.**

Content of Your Video: The content of your video, as determined in MGA's sole discretion, shall not:

- Contain sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents or contains disparaging remarks about the MGA, or its products or other people, products or companies;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity other than the MGA;
- Contains copyrighted materials owned by any entity, other than the MGA (including photographs and other works of art or images);
- Advertises or promotes any brand or product of any kind other than the MGAs';
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers;
- Violates or encourages the violation of any law, rule or regulation;
- Contains materials embodying the names, likenesses or other indicia identifying any person other than MGA images, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Promotes any particular political party, agenda or message; and/or
- Communicates messages or images inconsistent with the positive image and/or goodwill to which MGA wishes to associate.

Length and Format of the Video Submission: Your video submission may not exceed 20 uncompressed Megabytes, and 3 minutes in length. Your video file must be one of the following format types: .MOV; MPEG4; .AVI; .WMV; MPEGPS; .FLV; 3GPP; WebM; .MOV

Method of Submission: Via email to [RealBratz@mgae.com](mailto:RealBratz@mgae.com) together with your video submission you must also submit fully executed Personal Release and Grant of Rights Form(s), as directed herein, as either PDFs or image of the signed agreement.

Confirming Email: Once you have submitted your video and Real Bratz Video Submission Release Form, you will receive an automatic response email indicating your submission has been received and is being reviewed for completeness. 10 to 15 business days later we will email you our decision regarding the completeness of your submission. **MGA in its sole discretion may permit you to correct any defects in your submission.**

Limitations on Liability: Neither MGA nor its agents is responsible for lost, late, incomplete, misdirected or illegible applications, videos, or e-mails; or for any computer, telephone, satellite, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability; or for garbled, corrupt or jumbled transmissions, service provider/Internet/Web site/use net accessibility, availability, or traffic congestion; or for any technical error or unauthorized human intervention; or for the incorrect or inaccurate capture of the application, photo, or other information/data, or the failure to capture, or loss of, any such information/data. Neither MGA nor its agents is responsible for any incorrect or inaccurate information/data, whether caused by Web site users, by tampering, by hacking, or by any equipment or programming associated with the Real Bratz Video Submission request, and neither MGA nor its agents assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Web site. MGA and its agents will reject the application of any individual that they determine, in their sole discretion, (a) to be attempting to tamper or is tampering with the application process or the operation of the request for Real Bratz Video Submissions, and/or Web site; (b) to be attempting to perpetrate a fraud or is perpetrating a fraud on MGA and its agents (including, but not limited to, the knowing inclusion of false information in his/her application); or (c) to be acting otherwise in violation of these Guidelines. In such an event, in addition to rejection of such individual's application, MGA and its agents reserve the right to take any and all measures deemed necessary and appropriate so as to protect their rights. Neither MGA nor its agents (including their agencies) is responsible for injury or damage to applicants'/prospective applicants'/Web site users' or any other person's computer (or information/data stored therein) related to, or resulting from, submission of an application or other use of the Web site. **IN NO EVENT WILL MGA, ITS AGENTS, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTIONAL AGENCIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE REAL BRATZ VIDEO SUBMISSION REQUEST, AND USE OF, THE WEB SITE, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

Release of Liability: MGA and all of their respective officers, directors, employees, representatives, shareholders, and agents will have no liability whatsoever for, and shall be indemnified and held harmless by participants against, any liability for any injuries, losses, or

damages of any kind to persons or property damage, resulting in whole or in part, directly or indirectly, from participation in this Real Bratz call for video submissions and/or use of any Web site, and/or for claims based on publicity rights, defamation, invasion of privacy or infringement of third party intellectual property stemming from MGA's use of submission or any competition-related activity.

Waiver of Jury Trial, Dispute Resolution, Choice of Law: To the fullest extent permitted by law, all persons submitting and or appearing in the video submissions and Web site users agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with, the Real Bratz Video Submissions shall be resolved individually, without resorting to any form of class action, and exclusively by an action in state or federal court located in the State of California, and any right to a trial by jury, and a trial by jury, is waived; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participation in the Real Bratz Video Submission Guidelines, but in no event attorneys' fees; and (c) under no circumstances will applicants/prospective applicants/Web site users be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Guidelines, or the rights of any person submitting, or appearing in a video submission shall be governed by, and construed in accordance with, the laws of the State of California without regard for conflicts of law doctrine of any jurisdiction. Should any term of this section be determined by a court of competent jurisdiction to be void, unenforceable, or contrary to law, such term or provision shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms and provisions hereof, and the remainder of these Guidelines shall be given effect as if it had not included the severed term herein.