

This iCarly UGV Submission Agreement was last modified on June 19, 2007, and is effective immediately.

iCarly UGV Submission Agreement

Please carefully read this iCarly UGV Submission Agreement because it is a part of the iCarly.com [Terms and Conditions](#) (the "Terms and Conditions") and represents your legally binding agreement with Games Productions, Inc. ("we" or "us") and with iCarly.com regarding you and/or your child's use of the iCarly Video Submission Service (such service, the "Service", and this agreement, the "Agreement"). Unless defined separately, terms used in this Agreement are defined in the [Terms and Conditions](#). [ICARLY.COM](#) is a part of the MTV Networks Kids & Family Group, a business unit of MTV Networks, a division of Viacom International Inc. (together with other subsidiaries and affiliates of Viacom International Inc. (including us), collectively, the "Affiliates"). The Service may operate not only on and in conjunction with our Web site, but also the television channels and web sites of [ICARLY.COM](#) and NICK.COM's Affiliates and assigns and third parties with whom we have made arrangements to make all or any part of our Service available (collectively, the "[ICARLY.COM Entities](#)", and each, individually, a "[ICARLY.COM Entity](#)") and consequently all references to our Service, unless the context clearly requires otherwise, include our Web site and their web sites related to our Service as well.

When you click (select) the "**I Accept**" box to upload your video (as defined below), mail in your video submission, and/or by using or attempting to use the Service, you are signifying your agreement with and acceptance of all these terms and conditions as part of the [Terms and Conditions](#) that govern your legal and contractual relationship with [ICARLY.COM](#). All users who want to submit videos online or by mailing your submission to our designated P.O. Box or use any of the interactive features of our Service, such as commenting on videos or our Communities, must be registered users of the [ICARLY.COM](#) Web site.

We have the right to change the terms and conditions of this Agreement at any time as described in the [Terms and Conditions](#). If you do not agree with all the terms and conditions of this Agreement at any time, including, without limitation, those times when we make changes, do not use, do not attempt to use, and immediately discontinue your use of, the Service, because if you do any of these things you are agreeing to be bound by all of the terms and conditions of this Agreement, including, without limitation, any changes we have made.

1. Submitting Videos.

We will use the term "[video](#)" to mean and refer to any and all content, media and materials you submit to or for the Service, whether directly to us or through any of the [ICARLY.COM](#) Entities, including, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of same, regardless of the tangible medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other work, characters, real or imaginary, in any part of the world.

To submit videos to the Service you and/or your child must upload your video (transmit a copy of the digital video file) through the Internet through our Web site or send to our designated post office box (iCarly.com, P.O. Box 3050, Hollywood, CA 90028) and you as the parent or legal guardian (hereafter "parent") must then approve the video uploaded by you and/or your child. Each time you and/or your child uploads or submits your video (or if you attempt to do so) and you as the parent approve your video, then you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of this Agreement. The instructions for uploading your video are on the web page provided for the upload of your video. To be considered for posting and display to the public, your video must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics and ground rules and these can be found on the web page for uploading your videos.

When you submit a video to the Service, you may also be asked to provide some information about you, your child and your submission. This may include, without limitation, such things as a descriptive title, some information about the content, length, your geographic location and/or similar information. By submitting your video, you are also agreeing and you understand that the term "[video](#)" also includes, without limitation, and refers to all of the information you submit or we may receive that is related to your video and your submission. Always keep a copy of anything you send because we shall not be responsible for lost, damaged, misdirected, unusable or unreadable videos. Proof that you submitted a video does not constitute proof that we or any of the [ICARLY.COM](#) Entities received anything.

2. Content Requirements.

You are solely responsible and liable for your communications and submissions (and the consequences) made under your child's User Name, your name, your email address. Videos do not reflect the views of [ICARLY.COM](#) or any of the [ICARLY.COM](#) Entities and neither [ICARLY.COM](#), nor any of the [ICARLY.COM](#) Entities represents or

guarantees the truthfulness, accuracy, or reliability of any video, nor endorses or supports any opinions expressed in any videos, and except for any attempts we may make to prevent Unauthorized Content from being displayed, we may not filter or screen any videos. In no event shall [ICARLY.COM](#) or any [ICARLY.COM](#) Entity have or be construed to have any responsibility or liability for or in connection with any of your videos. If we determine, in our sole discretion, you have not met our Content Requirements or if, in our judgment, you or any video you or your child submits violates this Agreement, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you and/or your child to submit further videos, (b) remove and delete your videos, (c) revoke your child's registration, User Name and right to use the Service and (d) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration, access using your e-mail address, your user name and password.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove or otherwise handle as [ICARLY.COM](#) deems appropriate, any "Unauthorized Content" which is defined as any video that is or could be construed as violating any of the terms and conditions of this Agreement, and/or any of the Upload Ground Rules or as otherwise set forth in the [Terms and Conditions](#), including, without limitation:

- causing harm, harassing anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying our Service;
- causing unauthorized access to the Service or information of other users;
- causing the modification, impairment, disruption, alteration or interference with the use, features, functions, operation or maintenance of the Service; or
- violating any requirements, rules, terms or conditions that may be applicable to the [ICARLY.COM](#) Entities in connection with the Service.

Neither [ICARLY.COM](#) nor any [ICARLY.COM](#) Entity controls any video submitted and, although we may use both automated and manual means of reviewing videos in order to prevent Unauthorized Content from appearing and being displayed on [ICARLY.COM](#), we do not have any obligation to you to review, evaluate or monitor videos for that or any other purpose. [ICARLY.COM](#) reserves the right to review any submitted video and to delete, remove, move, edit or reject, without notice to you, any video that [ICARLY.COM](#) deems, in its sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, to be in violation of this Agreement or to be unacceptable to [ICARLY.COM](#) or any of the [ICARLY.COM](#) Entities, for any reason or for no reason whatsoever; provided, however, that [ICARLY.COM](#) shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. If [ICARLY.COM](#) receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law (See [Section 3](#) below), [ICARLY.COM](#) may remove videos associated with such claim. [ICARLY.COM](#) reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Service or to comply with legal, regulatory, audit and compliance obligations.

3. Copyright; Content Requirement Violations; Breach of Agreement.

If you believe that any video violates any of the terms of this Agreement (except for any notices covered by the Copyright Compliance Policy), please email us at mtvi-admin@mtvi.com to send us a message about it (please refer to our Copyright Compliance Policy http://www.nick.com/mynick/site_wide/copyright/index.jhtml for any notices covered by the Copyright Compliance Policy). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

4. Rights Granted; Compensation; Representations; Release.

Rights Granted; Compensation: For good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, (a) you agree that we shall be the exclusive owner of all copyright and other rights in and to each and every video you submit to us through the Service and will be able to use it forever and throughout the world, and license others to use it, in each case in any manner we wish and in any and all media now known or hereafter developed or discovered, including without limitation on and in connection with the "iCarly" program (the "Programming"), on the [ICARLY.COM](#) Site, the Service, and any other websites, channels, services (including branded programming services), and other distribution platforms, whether currently existing, or existing or developed in the future, of [ICARLY.COM](#) and any [ICARLY.COM](#) Entity, including without limitation on-air television broadcast (collectively, the "Platforms"), for any purpose whatsoever, and (b) you further irrevocably agree that we may use and license others to use the video or excerpts therefrom, and your and/or your child's name, User Name, logo, marks, image, characteristic or other distinctive identification, voice, likeness and any biographical facts which you may have provided, in the Programming and in any related or derivative versions and/or uses of the Programming (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof) and in the advertising, marketing and promotion of the Programming, the Service, any Platform and/or any [ICARLY.COM](#) Entity, in all mediums and/or media, including but not limited to merchandising of the Programming, its related products, the Service, any Platform and/or any [ICARLY.COM](#) Entity; in each case without any credit, compensation or accounting to you and/or your child unless your video is used in any television broadcast(s) of

the Programming and subsequently also used in an ancillary exploitation thereof, in which event you shall be paid the sum of one hundred dollars (\$100) provided that we have received a completed, signed physical copy of this Agreement and that you have completed all governmental requirements (including, without limitation, completing, signing and delivering to us all required forms), and in connection with that payment, as between you and us, you shall be solely responsible for and shall perform and make any and all tax and/or other reporting, deductions and payments required by any applicable law, rule or regulation.

For the avoidance of doubt, without limiting the generality of the rights granted by you in this Agreement, those rights include, without limitation, the rights to (1) host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your video, (2) create derivative works of, distribute and synchronize all or any portion of your video in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your video; to encrypt, encode and decode, and compress and decompress all or any portion of your video; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your video; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your video; and to excerpt and/or extract portions of your video in order to host, store, index, categorize and display the video), (3) assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of our rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future. and (4) license, authorize and/or otherwise enter into agreements and arrangements with any ICARLY.COM Entity and/or all of the ICARLY.COM Entities to do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part. You also forever waive and relinquish all moral rights or droit moral now or hereafter recognized in connection with the video and the rights granted to us hereunder.

The rights, licenses and privileges described in this Agreement and granted to us shall commence immediately upon submission of a video to or through the Service (by upload and approval by you as the parent or by any other means we or any of the ICARLY.COM Entities make available to you) and continue thereafter perpetually and indefinitely, regardless of whether you and/or your child continues or remains a registered user or not, unless and until terminated, in whole or in part, by ICARLY.COM on notice to you. Notwithstanding the foregoing, you acknowledge and agree that neither ICARLY.COM, nor any ICARLY.COM Entity, shall be required or have any obligation to host, index, display, accept or use any submitted video (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and ICARLY.COM may, in its sole discretion, remove or refuse to host, index, display, accept, use or do anything at all with respect to any video. Once you and/or your child submits your video and you as the parent approve your video to or through the Service, you shall have no right to prohibit, restrict, revoke or terminate any of the rights granted to us. You are not entitled to and you will not receive any compensation or other consideration for your video or any use made of your video once submitted to and through the Service except under the terms and conditions expressly set forth in this Agreement (if at all). You also understand and agree that neither all or any portion of your video, nor any commercial, advertisement, promotional, marketing or other material associated with your video, need to be submitted to you for approval prior to use.

Representations: You must own the rights to each video you and/or your child submits and each element of each video you and/or your child submits and the right to grant all of the rights you grant in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this Agreement and perform and comply with all of its obligations. You represent, warrant and covenant to ICARLY.COM and by submitting each video to or through the Service, you reaffirm each such representation, warranty and covenant, that (a) you are not a minor and you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and conditions, (b) all of the information provided by you and/or your child associated with your use and/or your child's use of the Service and each time you and/or your child submits a video to or through the Service, is correct, complete and current, (c) neither your video nor your submission of any video violates this Agreement, any rights of any other party, any of your obligations, any law or regulation or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party, (d) to the best of your knowledge, any statements made in the video are true, and (e) you hold and will continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement as described. Upon the request of ICARLY.COM, you will furnish ICARLY.COM any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including, without limitation, the foregoing representations, warranties and covenants. You also understand and agree that the Programming is a non-guild production and that no guild or residual payments will arise in connection with the submission and exploitation of the video.

You hereby agree not to sue, and you hereby irrevocably and unconditionally release, waive and forever discharge, us, ICARLY.COM and the ICARLY.COM ENTITIES, our and their respective past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees,

successors and assigns, jointly and individually (collectively, the "Releasees"), from any and all manner of liabilities, claims, demands, rights, encumbrances, liens, actions or suits of any kind or nature whatsoever (including, without limitation, any and all liability for any use or nonuse of the your video, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss), in law or equity, whether known or unknown, which you (or your assigns, agents and/or representatives) ever had, now have, or in the future may have against the Releasees, including but not limited to claims arising out of or related to the uses described herein, the Programming, and/or your decision to submit video(s). You further agree that you shall be liable for any attorneys' fees and costs incurred by any Releasee in connection with any claim or lawsuit brought in violation of this paragraph.

5. Ownership of the Service; No Obligation.

[ICARLY.COM](#) includes, without limitation, this Service (including, without limitation, any software or other capabilities that [ICARLY.COM](#) or any of the [ICARLY.COM](#) Entities may provide or make available to you to assist you in any download, upload or other process), and all terms and conditions applicable to your use and your child's use of the [ICARLY.COM](#) Site as set forth in the Terms and Conditions apply to this Service. [ICARLY.COM](#) retains all right, title and interest in and to the Service, including, without limitation, to all associated intellectual property and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, title or interest in or to the Service.

Although by your submission of each and every video you are requesting and directing us and any of the [ICARLY.COM](#) Entities with whom we have made arrangements, to take advantage of and exploit all of the rights and privileges granted hereunder (including, without limitation, the right to display and post the video on the Platforms), neither we, nor any of the [ICARLY.COM](#) Entities, have any obligation to do any of these things.

6. Advertising.

[ICARLY.COM](#) and each of the [ICARLY.COM](#) Entities reserves the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business and hosting and operating the Service, the [ICARLY.COM](#) Site or other Platforms and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your video may be displayed on or otherwise used by or in connection with the Service, the [ICARLY.COM](#) Site or other Platforms.

7. Indemnification.

Your indemnification obligations under the [Terms and Conditions](#) include, without limitation, any third party claims arising from, related to or caused by your video, the submission of your video and/or in any way associated with this Agreement and/or the Service.

8. Disclaimers and Limitation of Liability.

THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR VIDEO, THE REPRESENTATIONS AND OBLIGATIONS UNDER THIS AGREEMENT AND FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SERVICE. [ICARLY.COM](#) EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING ACCESS TO AND/OR THE AVAILABILITY, ACCURACY, USEFULNESS AND/OR SECURITY OF THE SERVICE, ANY CONTENT, MATERIAL, SOFTWARE, INFORMATION, DATA, SOFTWARE, CAPABILITIES MADE AVAILABLE TO YOU, RESOURCES, FACILITIES, PRODUCTS AND/OR SERVICES, AND WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL FUNCTION OR PERFORM IN ANY PARTICULAR MANNER.

THE SERVICE IS MAINTAINED ON SERVERS IN THE UNITED STATES INTENDED FOR USERS AND USE OF THE SERVICE THAT IS NOT RESTRICTED OR PROHIBITED BY LAW OR REGULATION. [ICARLY.COM](#) DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY. [ICARLY.COM](#) EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGES, WHETHER DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES.

9. General.

The [Terms and Conditions](#), together with this Agreement, constitute the entire agreement between you and us relating to the Service and the subject matter of this Agreement and supersedes any prior or inconsistent

agreements. ICARLY.COM may terminate this Agreement with you and your right to use the Service at any time without notice to you. In no event shall you have the right to enjoin the development, production or distribution or exploitation of the Programming. We may transfer and assign this Agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This Agreement shall be binding on all of your successors-in-interest and heirs. This Agreement may not be altered or amended except in writing signed by both parties. This Agreement shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

By signing below, you agree that all of the foregoing terms and conditions of the iCarly UGV Submission Agreement apply to the following video which you/your child are supplying to ICARLY.COM and the ICARLY.COM Entities including, without limitation, us:

TITLE of video: _____

BRIEF SUMMARY OF CONTENT:

Child User's "User Name": _____

Date: _____

I acknowledge that I am the parent or legal guardian of the minor with the above User Name. I have read the **iCarly UGV Submission Agreement** and am familiar with each and all of the terms, covenants and conditions contained therein. I am satisfied that the foregoing agreement is fair and equitable, and I hereby give my express consent to the submission and use, broadcast and display of the video including all elements therein, together with my child's User Name.

Signed: _____

(Parent or Legal Guardian)

Print Name: _____

Date: _____

Relationship to Minor: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____