

# Let's Just Play 2007 Go Healthy Challenge

## OFFICIAL RULES

### OVERVIEW OF PROJECT:

The Let's Just Play Go Healthy Challenge (in association with the American Heart Association and William J. Clinton Foundation) is a campaign designed to encourage kids to eat better, feel better, lead better, and be more active. Kids everywhere can participate in the challenge and Nick plans to feature some kids on their air as role model challengers. This entry is for kids that are interested in living their lives on television as a Challenger.

They will need to:

- Have a health goal – a specific goal about adopting a healthier lifestyle. Here are some examples:
  - “My goal is to have more energy and feel better about my performance in gym class.”
  - “I want to find an activity that keeps me healthy.”
  - “I hope I can find a way to help my family be healthier.”
  - “My goal is to help get a better playground in my neighborhood.”
- Be willing to shoot home video footage of themselves and have Nickelodeon cameras in their home and community over a 9 month period.
- Work with a Coach and attempt to adopt the lifestyle changes suggested as part of the project.

### TO ENTER, DO ONE OF THE FOLLOWING:

1. Complete the PERFORMER APPLICATION and mail it, along with (1) a VHS tape or DVD (“Submission Tape”). Tape should be no longer than 10 minutes. Here is what to include in your tape:

1. Introduce yourself (first name only).
2. Tell us how old you are.
3. Tell us where you live.
4. Tell us your health goal and WHY you want to achieve it.
5. Tell us about your home town and what you like to do.
6. Tell us about an important experience you've had why it made a big difference in your life.
7. Give us a brief tour of where you live and the people you live with.
8. Say the line: “I'm taking the Let's Just Play Go Healthy Challenge!”

### 10 TIPS FOR YOUR LET'S JUST PLAY GO HEALTHY CHALLENGE SUBMISSION TAPE:

1. **SOUND:** Make sure that we can hear you - find a quiet place to shoot your tape without background music or noise!
2. **LOOKS:** Make sure you're shooting in a place that has good light so that we can see you!
3. **SMILE:** We want to see your personality, so do whatever you think really tells us about you. Tell us a joke, show us your artwork, do a dance, whatever.
4. After pressing record on your camera, count to 5 BEFORE you start talking because most cameras take a few second to get rolling.
5. Don't include any strangers in your tape – it must be friends and family that you know well.
6. The camera should be 4-5 feet from you. Feel free to go close and wide during your submission, but most of it should be shot from the waist up.
7. Wear casual clothes like you'd wear to school. Do not wear a costume or silly clothes. Bold colors are good, white is not. Remember: no logos or celebrity likenesses on your clothes.
8. Look and speak directly into the camera.
9. Watch your tape before you send it to make sure that it is all there and you can be heard and seen.
10. Send us the original tape from your camera or a dvd - please don't send us a dub.

Your Submission Tape must be labeled with your full name.

Mail the SUBMISSION TAPE and PERFORMER APPLICATION, to the following address:

**Let's Just Play Go Healthy Challenge**  
**331 West 57th St., Box # 435**  
**New York, NY 10019**

**The entry must be post-marked by October 20, 2006.**

Please note: Submission Tapes will not be considered unless they are accompanied by a properly completed PERFORMER APPLICATION. Unfortunately, due to the volume of submissions, we will be unable to confirm that we have received your application materials. All application materials will become the property of Nickelodeon and will not be acknowledged or returned except as outlined herein. You will be contacted only if you are chosen to participate in the Project. Please do not call to check on your status.

PLEASE REFRAIN FROM WEARING ANY CLOTHING ITEMS BEARING DESIGNER OR SPORTS LOGOS OR BEARING THE NAME OR LIKENESS OF A CELEBRITY, LIVING OR DEAD, IN YOUR SUBMISSION TAPE.

2. Attend an open casting call. The dates, locations, times, and all other information about these open casting calls will be available on [nick.com/letsjustplay](http://nick.com/letsjustplay).

**Eligibility:**

You must be a legal resident of the 50 United States or the District of Columbia, between the ages of 11 and 14 years old as of 8pm, September 30, 2006 and be eligible to work in the United States. You must be a student in good standing (i.e., you must have a "c" average in all academic subjects, and satisfactory attendance and be prepared to provide written confirmation from your school). As a minor, you must be accompanied to the audition by your parent or adult guardian. In the event you are selected to participate, you must be available to render services both in your home town as well as other locations determined by us (and your parent or legal guardian must be available to accompany you at all times). Employees, shareholders, officers, directors, agents, representatives (and their immediate family members and those living in the same household) of Viacom (non-majority shareholders permitted), MTV Networks, Nickelodeon, Games Productions Inc., participating television stations, advertising agencies, corporate sponsors or any person or entity connected with the production, administration or Let's Just Play, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not eligible to compete in the contest or participate in the application process.

**Paperwork:** You and your parent or legal guardian will be required to fill out, sign and agree to all of the terms and conditions contained in our required forms, included but not limited to the PERFORMER APPLICATION. If you are chosen to participate in the Project, your eligibility will be conditioned on you and your parent or legal guardian entering into other contracts including without limitation, a talent contract for "Let's Just Play". Both you and your parent or legal guardian must sign each of these forms, and you and your parent or legal guardian must agree that the forms may be court approved. If you are found to have given any false information, you may be disqualified. You need not be a member of any performers guild or union such as AFTRA, SAG or Actors Equity. Members as well as non-members of such guilds are welcome to enter this contest. Contestants advancing into the later rounds may be asked to enter into a talent agreement which shall be governed by a collective bargaining agreement with the American Federation of Television and Radio Artists (AFTRA).

Nickelodeon reserves the right to change any of the eligibility requirements at any time. Nickelodeon also reserves the right to modify the manner in which it selects participants, or to not produce the Project.

**Disqualifications:** We reserve the right to disqualify and/or exclude, in our sole and absolute discretion, any individual from participating for any reason, including without limitation, violation of any portion of these rules, or tampering with the entry process. We also reserve the right to change the rules and procedures at any time. Being chosen in the process does NOT ensure that you will be selected to continue to the next stage.

**GENERAL CONDITIONS.** By participation, you agree to be bound by these rules and the decisions of Nickelodeon, which shall be final and binding. Dates are subject to change. MTVN Networks and the production personnel for the television program, participating television stations, advertising agencies or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not responsible for and shall

not be liable for: (i) any injuries, losses or damages of any kind caused by participating in the entry process or being selected to or disqualified from continuing in the entry process; or (ii) any printing, typographical or technological errors in any materials associated with the entry process.

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**PART TWO:**

**“Let’s Just Play 2007 Go Healthy Challenge”  
RELEASE AND WAIVER**

**Please read, sign, and date the following:**

As a condition to being considered for the television series currently entitled “Let’s Just Play 2007” (the “Program”), you hereby represent and warrant that the following statements are true and correct and that you agree to the terms and conditions contained herein:

1. You agree that you are entering into this agreement in consideration of **Games Productions Inc.** (“Producer”) considering you for the Program and that the broadcast or other exploitation of the Program in which you may appear, and any exploitation of your name, voice, singing voice, likeness and biographical data, as the same may be edited, cut, rearranged, adapted, dubbed or otherwise revised, if applicable, by Producer, will not entitle you to receive any wages, benefits, fees or other compensation whatsoever. You further agree that you are not guaranteed that Producer will broadcast your Submission Tape.
2. You warrant and represent that you are: (i) a legal resident of the 50 United States or the District of Columbia; (ii) \_\_\_\_\_ years old; (iii) eligible to work in the United States; and (iv) a student in good standing (Grades must be “C” average or above in all academic subjects. You must be prepared to provide your latest report card or a letter from the school principal, on school letterhead, indicating that you have at least a “C” average and have satisfactory attendance.)
3. You are not, nor is any member of your immediate family or those living in your household, an employee, shareholder, officer, director, agent or representative of any person or entity connected with the production, administration or in any way connected with the Program, including but not limited to Games Productions Inc., Nickelodeon (“Network”), Viacom Inc. (non-majority shareholders permitted), participating television stations, advertising agencies, corporate sponsors, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives.
4. You have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to your appearance on the Program, if any, without Producer’s prior approval.
5. You agree not to wear any article of clothing on camera bearing a designer name sports or other logo or bearing the name or likeness of a celebrity, living or dead.
6. You agree to follow all of Producer’s rules, directions and instructions in all matters relating to the Program, including the “Official Rules” posted on Nick.com, which rules are subject to change at Producer’s sole discretion. You will accept any and all decisions of Producer on discretionary matters (including but not limited to the selection process and all decisions relating thereto) as final and not subject to challenge or appeal. You agree that your selection as a participant is within Producer’s sole discretion and that Producer is not obligated to select you. If you are selected, you agree that Producer is not obligated to have

you appear on, or to broadcast your appearance on the Program and may disqualify you at any time in its sole discretion. Producer shall have no obligation to return or maintain any materials submitted as part of your application whether or not you are selected as a contestant.

7. You understand and agree that if you are selected to participate in the Program, you may be required to fill out, sign and agree to other contracts, including without limitation, a talent contract. You understand and agree that both you and your parent or legal guardian must agree to sign each of the forms and that you and your parent or legal guardian will cooperate with Producer in having such forms court approved, if necessary.

8. You consent to Producer's filming, taping and/or recording of you for use in connection with the production, promotion, advertising and exploitation of the Program and promotion of Nickelodeon. You hereby grant to Producer, its assignees, licensees, agents and affiliates, the right in any and all media now known or hereafter devised, throughout the universe in perpetuity to use and reuse your appearance during all phases of the production of the Program (including but not limited to the Submission Tapes), including but not limited to, the right to use your name, voice, singing voice, likeness and biographical data, in any manner whatsoever at Producer's sole discretion. You agree that the Program and any recordings or other reproductions thereof may be edited, cut, rearranged, adapted, dubbed or otherwise revised for any purposes, including, without limitation, your appearance, name, voice, singing voice, likeness and/or biographical data.

9. In the event you perform any original material on the Program written by you, or by any other person, you and your legal guardian represent and warrant that prior to your performance of such original material on the Program, you will obtain all rights necessary to perform such material on the Program and to grant to Producer, without charge, the rights required to exploit the Program and the ancillary rights therein in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity. In the event you perform any original music on the Program written by you, or by any other person, and such music is not currently being administered by a music publisher, you represent and warrant that prior to your performance of such original music on the Program, you will obtain all rights necessary (including but not limited to, music publishing and synchronization rights) to perform such music on the Program and to grant to Producer, without charge, the rights required to exploit the Program and the ancillary rights therein in any and all media now known or hereafter devised, throughout the universe in perpetuity.

10. You acknowledge and agree that in the event you are chosen to travel to locations determined by Producer to participate in the Program, you and your parent or legal guardian will be available to travel to, and to stay in such location on dates and during the period of time to be determined by Producer in its sole discretion. Producer shall pay for air or ground transportation (as applicable) plus lodging and per diem for each finalist and one parent or legal guardian per finalist.

11. You agree to be available and to participate, for no additional consideration, when and where Producer may reasonably require in connection with publicity and interviews (for example, to appear on news shows, talk shows and other programs, and to make other appearances as reasonably required by Producer) in connection with the Program.

12. You hereby release Producer, its assignees, licensees, agents, and affiliates, Network, television broadcasting stations, and any and all others connected with the Program and “Let’s Just Play” from any and all liability or claims arising out of or in any way resulting from your participation in the Program, including but not limited to the selection process, and the use or reuse of your appearance, name, voice, singing voice, likeness and/or biographical data, and you agree not to make any claim against Producer or such other persons and/or entities connected with the Program as a result of your participation in the Program and in connection with any use or reuse of your appearance, reuse of your appearance, name, voice, singing voice, likeness and/or biographical data (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

13. You agree to indemnify Producer, Network, television broadcasting stations, their respective parent companies, affiliates, subsidiaries, agents and representatives and all other persons and/or entities connected with the Program and “Let’s Just Play” and to hold Producer and such other persons and/or entities harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by you during or in connection with your participation in the Program.

14. You have truthfully and accurately completed this application form and the answers and information you have supplied are in no way untruthful, inaccurate or misleading. You acknowledge that Producer reserves the right, exercisable at any time at its sole discretion, to disqualify you from the selection process should you at any stage supply untruthful, inaccurate or misleading personal details and information, fail to abide by the rules or regulations of the Program, or otherwise breach the terms contained herein.

15. Any and all information disclosed to or obtained by you concerning or relating to the Program, Producer, Network and the terms and conditions of this agreement shall be strictly confidential. You agree that you will not disclose to any third party any information which you have had or will have access to concerning the Program, Producer, Network, or the Network’s programming or other services, or the terms and conditions of this agreement except as required to fulfill your obligations hereunder; as expressly authorized by Producer in writing; or as required by law. You also agree that you will not disclose any such information to entity including, without limitation, any members of the press. You further agree not to make disparaging remarks about Nickelodeon, the Program or any elements thereof. You acknowledge that any disclosure of such information will constitute a material breach of this agreement and will cause Producer and the Network substantial and irreparable injury, entitling Producer (and/or Network, as a third party beneficiary of this provision) to, among other things: (1) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by you; (2) recovery or disgorgement of the monies and other consideration, if any, you received in connection with such disclosure; (3) forfeiture of any and all cash and/or prizes that you may have been entitled to for participating in the Program; and (4) recovery of the Producer’s and/or the Network’s damages and attorneys’ fees and court costs incurred to enforce this paragraph. You also agree not to make any personal appearance for anyone other than Producer and/or Network or make any statement to any media person or service with respect to the Program without Producer’s and/or Network’s prior written approval as set forth in this agreement.

16. You agree that this Release and Waiver shall be governed by the laws of the State of New York for contracts entered into and wholly performed therein and the venue for any disputes shall be the state and federal courts located New York County, New York.

YOU AGREE TO THE CONDITIONS SET OUT ABOVE AND THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN THE PROGRAM AT PRODUCER'S SOLE DISCRETION.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I acknowledge that I am the parent or legal guardian of the minor who has signed above. I have read the foregoing agreement and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said agreement is fair and equitable, and I hereby give my express consent to the execution thereof by the minor above and will not revoke my consent of the minor's consent thereto at any time thereafter.

Signed: \_\_\_\_\_  
(Parent or Legal Guardian)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_