

OFFICIAL RULES

2012 Bella Petite Cover Girl Model Search

MODEL SEARCH. Bella Petite Publishing, LLC (the "Sponsor") is the sponsor of this model search (the "Contest"). Contest begins on or before January 10, 2012 and ends October 1, 2012. Entries and photos become property of the Publisher and Sponsor and will not be returned.

ENTRY. Each person who enters the Contest (the "Contestant") agrees to be bound by these Official Rules. Failure to comply with these Official Rules at all times will result in ineligibility of the Contestant. Contest entries (the "Submission") will be accepted online at <http://www.bellapetite.com>, <https://bellapetite.wufoo.com/forms/2012-bella-petite-cover-girl-model-search/>, or other such website through which Sponsor elects to offer submission forms. Contestants must submit a completed online entry form and pay a one time photo evaluation and contest entry fee of \$295.00 (the "Photo Evaluation Fee"). Sponsor reserves the right to alter or discount the Photo Evaluation Fee at any time during the contest at its own discretion. The online entry form requires that contestants submit photographs which must meet the following requirements:

- i. Minimum of one (1) but not more than three (3) full body shots
- ii. Minimum of one (1) but not more than three (3) ¾ body
- iii. Minimum of one (1) but not more than three (3) headshots
- iv. Graphics must be color photos in .JPG, .GIF, or .PNG format. The file size must be 3MB (3072 Kb) or smaller. No watermarks may be on the graphics. DO NOT SUBMIT SWIMSUIT, LINGERIE OR NUDE photographs for consideration.

Once you have completed our Submission and paid your Photo Evaluation Fee you may notify Sponsor by email at Models@BellaPetite.com if new graphics are uploaded for Contest consideration.

Disclaimer All photographs submitted must be the original creation of the Contestant and the Contestant must own all rights, title and interest in all aspects of the photograph(s). By submitting a photograph, the Contestant represents and warrants that the photograph submitted is: (i) the Contestant's original creation; (ii) has not been copied in whole or in part from any other work; (iii) does not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity; and (iv) is the Contestant's sole and exclusive property (if the photograph was taken by some other person, the Contestant warrants and represents that the Contestant has obtained all rights and permission from the person who took the photograph so that the Contestant owns all rights, title and interest in all aspects of the photograph). By submitting a photograph, the Contestant further represents and warrants that the Contestant has all necessary rights to grant the Sponsor all publication and use rights in and to the photograph. By submitting a photograph, the Contestant grants the Sponsor permission to post the photograph(s) on the Internet for public viewing and for possible use in promotional materials including print, online, and/or e-newsletters. By submitting a photograph that includes another person or persons the Contestant acknowledges and confirms the Contestant has their permission and consent. As determined by the Sponsor in their sole discretion, photographs that include material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights will be disqualified. Photographs that are otherwise in violation of these Official Rules, as determined by the Sponsor at their sole discretion, will not be accepted.

ELIGIBILITY. Void where prohibited. Open to women who are legal residents of the United States (excluding its territories and possessions), the District of Columbia, and Canada and are 18 years of age or older by submission date and may be no taller than five foot five inches (5'5") tall. Notwithstanding the maximum height, there are no size restrictions. You may be a non-professional or professional model and represented by an agency to participate. Models who have previously performed services for other model agencies and management companies are eligible to enter.

JUDGING. Sponsor reserves all rights in selecting petite model winners. All eligible submissions will be judged according to the following criteria and, subject to the terms and conditions in these Official Rules. Submissions will be judged exclusively by Sponsor who will evaluate each eligible submission based on the Contestant's attractiveness, photogenic qualities, and the quality of submitted photographs and additional materials. All rules, rule interpretations, disqualifications, prize awards, and all other aspects of the Contest will be decided by Sponsor based solely on Sponsor's judgment.

(a) Petite Model of the Week. At any time during the Contest period Sponsor will select up to fifty-two (52) petite models of the week (each a "Petite Model of the Week") from among all eligible entries. Each Petite Model of the Week will be asked to submit a completed questionnaire (the "Petite Model Questionnaire") following selection, which will be the property of Sponsor and may be published at the sole discretion of Sponsor.

(b) Cover Girl Finalist. At any time during the Contest period Sponsor will select twelve (12) cover girl finalists (each a "Cover Girl Finalist") from among all eligible entries. Each Cover Girl Finalist will be asked to submit a completed Petite Model Questionnaire. Cover Girl Finalists may be asked to submit additional photographs, which must meet the criteria for photo submission defined in these Official Rules.

(c) Cover Girl of the Year. Not later than January 31st, 2013, the Sponsor will select one (1) "Cover Girl of the Year" from among the twelve Cover Girl Finalists and/or all eligible entries. The Cover Girl of the Year will be asked to submit a completed Petite Model Questionnaire. Cover Girl of the Year may be asked to submit additional photographs, which must meet the criteria for photo submission defined in these Official Rules.

PUBLIC VOTING. Sponsor may take into account public voting as a factor in determining winners of Contest. Individuals may vote once every day during the voting portion of the contest. Voting may take place on www.bellapetite.com, or social networking websites such as www.facebook.com/bellapetite as determined by Sponsor.

SELECTED CONTESTANT NOTIFICATION. All selected Contestants will be notified during the Contest period. All selected Contestants will be required to respond (as directed) to the phone and/or e-mail notification within the time period specified in the notification. The failure to respond timely to the notification may result in forfeiture of the prizes; and, in such case, Sponsor may choose the next highest scoring entry from among the remaining eligible Submissions. The selected Contestants also will be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, the selected Contestants will be required to complete and return the Release within the time period

specified therein. As a condition of receiving a prize, selected Contestants shall provide a perpetual non-exclusive license to the Sponsor to use the Submission in any and all media throughout the world, in perpetuity, for any purpose whatsoever, without any additional compensation, the term of which shall be the entire life of the copyright. Should selected Contestants be unwilling or otherwise unable to enter into license, or provide such permissions and or releases or otherwise cannot accept or receive the prize for any reason, an alternate Contestant will be selected by Sponsor from the remaining eligible entries until one who is able to meet all requirements can be selected. Selected Contestants must provide Sponsor with all signatures on the Release and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive any prize.

USE OF WINNING SUBMISSIONS. Upon selected Contestant accepting a prize, Sponsor will have the right to use winning Submissions in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose without additional compensation to the Contestant. Contestants hereby grant to Sponsor a non-exclusive, sub-licensable, royalty-free, fully paid license and right to use, distribute, make derivative works from and otherwise exploit the Submission, in any manner and in any medium now known or hereafter devised, throughout the world in perpetuity. Participants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized.

USE OF ALL SUBMISSIONS. Upon Submission of an entry, Sponsor shall have the right to use the Submission for the purposes of promoting this Contest and Contests administered by Sponsor without additional compensation, and Contestant, at the time of submission, grants Sponsor a non-exclusive, sub-licensable, royalty-free, fully-paid license and right to use, distribute the Submission for those promotional purposes.

PRIZES. Prizes will be awarded as follows:

(a) Petite Model of the Week Prize. Each Petite Model of the Week will receive (i) a Petite Model of the Week feature on www.bellapetite.com; (ii) a graphic listing in the Bella Petite Model Registry published on www.bellapetite.com; and (iii) one copy of "The Petite Handbook" (ARV \$20.00).

(b) Cover Girl Finalist Prize. Each of the twelve (12) Cover Girl Finalists will receive (i) a custom designed Bella Petite Magazine cover, which may be used in self-promotional or descriptive materials such as a resume, but only if such uses and displays are purely non-commercial; (ii) the right to refer to herself as the "2012 Bella Petite Cover Girl Finalist" in written and descriptive materials such as a résumé but only if such uses and displays are purely non-commercial; (iii) a full page feature in an edition of the Bella Petite Model Registry to be published during the contest period and viewable at www.bellapetite.com; (iv) a featured interview on BellaPetite.com; (v) one copy of "The Petite Handbook" (ARV \$20.00); and (vi) one ring from Jeffrey Appling's "Rings that Rock" collection (ARV \$695.00).

(c) Cover Girl of the Year Prize. In addition to the Cover Girl Finalist prizes listed above, the Cover Girl of the Year will receive (i) a \$500.00 gift certificate to an online retailer of her choosing;

(ii) the right to refer to herself as the "2012 Bella Petite Cover Girl of the Year" in written and descriptive materials such as a résumé but only if such uses and displays are purely non-commercial; and (iii) one all expenses paid editorial photo shoot to be featured in Bella Petite Magazine, including prize package for the Event winner, including:

- i. Economy airfare to Hawaii, or other such location as mutually agreed by the parties, via commercial air flight (ARV \$500.00);
- ii. two (2) nights' hotel accommodations (ARV \$200.00);
- iii. all necessary photographer(s), makeup artist(s) and stylist(s) required to produce a high quality fashion shoot.

The publication of such featured editorial spread is at the complete and sole discretion of Sponsor.

All federal, state and local taxes associated with the receipt or use of any prizes are the sole responsibility of the winner. All gift cards are subject to issuer restrictions. Sponsor reserve the right to substitute prizes (or portions thereof) of equal or greater value if prizes (or portions thereof) cannot be awarded as described. Sponsor will determine all elements of prizing in their sole discretion. Prizes may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. Prizes are awarded "as is" with no warranty or guarantee express or implied. Sponsor disclaim all and any liability for the actual provision, quality or nature of any third party product or service accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules. Contestants agree to be bound by Official Rules and agree that if any winner fails to provide proof of identity, refuses to provide required affidavit, is found to have violated the Official Rules or otherwise does not meet eligibility criteria, prizes will be forfeited and awarded to the next runner-up. Contestants understand that Sponsor are not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of prize. Sponsor are not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prize. Decisions of Sponsor are final and binding in all respects.

PRIVACY. By entering the Contest and providing the required entry information, each Contestant acknowledges that Sponsor may contact the Contestant regarding this Contest and may also send the Contestant information, samples or special offers about Bella Petite Publishing, LLC services, or other complementary goods or services offered by Sponsor that Sponsor determine may be of interest to the Contestants. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS PROMOTION.

DISPUTE RESOLUTION. Except where prohibited, by participating Contestants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and their agents, shall be governed by and construed exclusively in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law of any jurisdiction. Contestant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of California and Contestant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest Contestant agrees that: (a) any and all disputes, claims,

and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for, and hereby waives 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to every Contestant.

MISCELLANEOUS. Sponsor reserve the right, at their sole discretion, to reject, disqualify, modify, edit, revise, and remove any nude, obscene, defamatory, profane, offensive, lewd, or pornographic entries, subjects, entries, or videos and photos, or any entry or part thereof which Sponsor, in their sole discretion, determine to be inconsistent with their editorial standards, audience expectations, or reputational interests, or that Sponsor believe may violate any applicable law or regulation or the rights of a third party. By entering this Contest, Contestants consent to a background check and Sponsor reserve the right, at their sole discretion, to disqualify any Contestant whose participation may, for any reason or perceived reason, subject the Contest, Sponsor, or Sponsor' advertisers, clients or customers to negative publicity, controversy, scorn, or ridicule. Sponsor assume no responsibility for entries they are unable to process due to network, hardware or other technical failures or any other reason, or incomplete, damaged, misdirected, illegible, stolen or lost mail, on-site or online entries. Sponsor reserve the right, in their sole discretion, to disqualify any person tampering with the entry process, the operation of the web site or who is otherwise in violation of the Official Rules. Sponsor further reserve the right, in their sole discretion, to modify, terminate or suspend this Contest should any computer virus, bug, technical corruption, unauthorized human intervention or force majeure affect the administration, security or proper play of the Contest or Sponsor otherwise become incapable of running the Contest as planned. In the event of cancellation, Sponsor reserve the right to select Winners from among all eligible entries received prior to date of cancellation. The use of automated entry systems or any other conduct that impedes the integrity of the Contest is prohibited. In the event of a dispute regarding online entry, entry will be deemed made by the holder of an established e-mail account associated with the entry.

Disqualification: In the event of you are disqualified for any term you breached herein you will not be entitle to receive a refund for your entry application fee.

GENERAL. Upon payment received of \$295.00 there will be no refunds given for any reason what so ever as stated herein. If you are disqualified you are not entitled to a refund. If you do not participate and fulfill the entry photo submission requirements you are not entitled to a refund. If you do not complete the petite model questionnaire you are not entitled to a refund. For any act of god you are not entitled to a refund. If you decide not to participate after your payment is received you are not entitled to a refund. All payments received are final and no refunds will be given.

Except where prohibited by law: (a) entry constitutes permission to use each Contestant's name,

hometown, voice, likeness, photograph and any statements regarding this Contest for editorial, public relations, promotional and advertising purposes on behalf of Sponsor without compensation; and (b) model search “winners” will be required to complete and return an Affidavit of Eligibility/ Liability Release and Publicity Release within seven (7) days of notification or the entry with the next highest score may become an alternate. If model search “winners” notification is returned as undeliverable email, the entry with the next highest score may become an alternate model respectively. By participating and winning a prize, Winners release Sponsor, and their parents, affiliates, subsidiaries and agencies and their respective directors, officers, employees and agents from any and all liability with respect to the prize won and participation in the Contest. This Contest is subject to all U.S. federal, state and local laws and regulations and is void where prohibited. Taxes on prizes are the sole responsibility of winners.