Terms and Conditions of Voluntary Disclosure

Before making your Submission, please carefully review the following terms and conditions.

Telebrands is in the business of researching, developing and marketing new ideas and inventions, and improvements for existing ideas and inventions. Telebrands is engaged in these activities every day, and considers hundreds of ideas from its own employees and from others. Telebrands is not however an invention promotion firm, and as such is not in the business of promoting your Idea for sale by other companies or individuals. It is possible that Telebrands has already seen an idea that is the same as or similar to yours. It also is possible that your Idea, or an idea similar to yours, is already known to others, or is in the public domain. Telebrands is not under any obligation to pay you for your Submission, whether or not it is already known.

Telebrands is not under any obligation to keep your Submission confidential. Telebrands may, at its discretion, disclose your Submission to its employees, its legal advisors and its consultants, for evaluation. Telebrands is not obligated to disclose to you the results of its evaluation, or any information learned or derived during the course of its evaluation. Telebrands is not obligated to reveal any ideas or developments of its own, or of others, which are the same or similar to your Idea. Unless otherwise agreed in writing, and except as stated in these terms and conditions, you retain all rights in your Idea which are available under the patent, trademark and copyright laws of the United States, and these are the only rights you retain with respect to your Submission and your Idea. By making your Submission, Telebrands is not contractually bound in any way and may use your Submission, or any information it derives therefrom, in any way.

Telebrands cannot return any information or material that is submitted, so you should keep a copy of your entire Submission. Telebrands is not responsible for any material that is lost or damaged. Telebrands is not responsible for any delays, failures, or malfunctions of any kind, in the Submission of your Idea, including without limitation failures in transmission due to the Internet, computer hardware or software, or human error, or any costs, losses, liability or damages resulting therefrom.

Telebrands cannot agree to obtain patent, trademark, copyright, or other intellectual property rights for your Idea. You should take whatever action you believe is necessary to protect your Idea before submitting it to Telebrands. If your Idea is covered by any patent, trademark, copyright, or other intellectual property right, you must identify those rights specifically, and submit all associated patent numbers, trademark registration numbers, and copyright registration numbers. If you have applied for intellectual property rights for your Idea, you must submit all associated patent application numbers, images of unpublished patent applications, and trademark application serial numbers. By accepting your Submission, evaluating your Idea, or communicating with you in any way, Telebrands does not make any admission as to the patentability, originality, protectability, marketability, or merit of your Idea. Nothing shall limit Telebrands' ability to challenge the validity of any intellectual property rights that you may claim, or any allegation of infringement that you may make against Telebrands.

All Submissions must include your name, address, and e-mail address. Telebrands will evaluate your Idea only if it is submitted using the form provided by Telebrands. However, these terms

and conditions will apply to any Idea, whether submitted using the form provided, or by any other or additional written or oral disclosure that you may make, at any time and in any manner. These terms and conditions cannot be superseded without a written agreement between you and Telebrands.

All submissions will be reviewed by Telebrands and judged according to how well the submission provides a demonstrable solution to a clear problem, and the submission's expected marketability and profitability on television and in stores. All decisions made by Telebrands are final, and Telebrands is not under any obligation to explain its decisions, although Telebrands intends to, but is not required to, promptly respond to each Submission.

By submitting your Idea, you warrant to Telebrands that (1) you are at least 18 years old, (2) all information provided by you is given entirely voluntarily and is true and correct, (3) by providing this information, you are not violating any agreement or understanding you have with another party, including without limitation your current or former employer, or otherwise violating any other party's rights (4) you are the owner of the Idea, or authorized by the owner to represent the Idea, (5) the Idea is original to you (and to each other person identified in the Submission) and does not infringe the rights of any other person or entity, including without limitation, patent, trademark, copyright, or other intellectual property rights, (6) you, and any person who has contributed in any way to the Idea, grant to Telebrands permission to copy or reproduce your Submission, in any format or media, and disclose the Submission and your Idea to its employees, legal advisors and consultants for evaluation, and you are giving up all copyright and other intellectual property rights claims (other than patent and trademark claims) you may have against Telebrands for copying, disclosing, evaluating, or otherwise using your Idea, (7) no implied contractual relationship arises from your Submission, (8) you are aware that under the law of the United States and most foreign countries, you may be able to protect your Idea through application for patents, trademarks, copyrights, or maintain your idea as a "trade secret" by protecting it from non-confidential disclosure, (9) Telebrands is under no obligation to return any materials submitted by you and may retain these materials, (10) Telebrands is under no obligation to hold your Idea in confidence, or to use it, (11) you will not be compensated for your Submission of your Idea or for any ideas that Telebrands develops independently of your submission, (12) no fiduciary relationship is intended or created between you and Telebrands in any way, and (13) you fully understand and agree to all Terms and Conditions of Voluntary Disclosure that appear throughout this document.

By making a Submission of your Idea, you agree to release, indemnify and hold harmless Telebrands and its distributors from all liabilities, losses, damages, costs or expenses, including without limitation attorney's fees, arising from any claim, action or proceeding based upon or in any way related to your Idea or your Submission, or any breach or alleged breach of the warranties that you have made. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SUBMISSION OF YOUR IDEA OR ANY USE BY TELEBRANDS OF THE SUBMISSION OR IDEA MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

By making a Submission of your Idea, you agree to be bound by these terms and conditions. Telebrands may, at any time, modify these terms or terminate this idea submission program, for any reason.

Your participation in this idea submission program shall be governed by the laws of the State of New Jersey, without giving effect to any principles of conflicts of law, and you agree to be subject to the exclusive jurisdiction of the Federal and State Courts of New Jersey.

If any provision of these Terms and Conditions of Voluntary Disclosure shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions of Voluntary Disclosure and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision.

"Telebrands" includes Telebrands Corp. and its affiliates, and their officers, directors, employees, agents and representatives.