

FIND YOUR HIDDEN MICKEY IN YOUR EVERYDAY PHOTO CONTEST

OFFICIAL RULES ("Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE'S CHANCES OF WINNING.

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, California 91201 ("Sponsor"), is solely responsible for all aspects of this skill-based contest ("Contest").

2. CONTEST ADMINISTRATOR: Ventura Associates International LLC, 60 East 42nd Street, Suite 650, New York, NY 10165 ("Administrator"), an independent judging organization whose decisions are final and binding with respect to the Contest.

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must: **[a]** be 18 years of age or older or the age of majority in your state of primary residence, whichever is older and a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia ("Territory"); **[b]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a "Member") and have downloaded the Disney Applause application ("App") for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices; **[c]** not be an employee of Sponsor, Administrator, their parent, divisions, affiliates, subsidiary company or their advertising, promotion or fulfillment agencies involved in this Contest (collectively, "Entities"), nor a member of the household or immediate family of such employee; and **[d]** be willing to have your Photo (as defined below in Section 4) published in the gallery page ("Gallery") of the App during and/or at the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest and/or App, and/or for any other commercial or other purpose as determined by Sponsor. Sponsor shall be the final determinate on all eligibility questions and/or issues and such determinations shall be final.

Instructions on how to register and upload your Photo are described below in Sections 5 and 7. Registering and uploading your Photo are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. BRIEF OVERVIEW OF CONTEST:

Entry/Photo: During the period commencing on or about 9:00 AM (PT), April 20, 2015, and ending at 11:59 AM (PT) May 20, 2015 ("Entry Period"), you may compete to possibly win a prize (see below in Section 10 for more details) by submitting a photo via the App showing the "hidden Mickey in your everyday life" ("Photo"), all pursuant to the guidelines and Do's and Don'ts included in these

Rules and posted on the App ("Instructions"). The Photo can include you as the contestant ("Contestant") or other people as long as you have permission to include them in the Photo – see Section 8 (h), but your Photo does not have to include people. Showing "hidden Mickey" means you submit a photo you have taken of a clear silhouette of Mickey Mouse (please do not use images from the internet or any other media). The silhouette should have: [a] one (1) large circle with two (2) smaller circles on top; [b] should be proportionally correct (ears should be smaller in size and far apart), and [c] needs to be right side up or sideways, but not upside down. The elements in the "hidden Mickey" Photo cannot be staged, and if Sponsor deems (at its sole discretion) that the Photo has been staged, Photo may be disqualified. You must enter via the App; you may not enter via a computer. See Section 13 C [ii][2] for more details on the use of Disney Intellectual Property ("Disney IP") if you decide to include, though no purchase of any kind is necessary for the Photo.

- **Judging/Winner Selection:** Entries will be judged during the submission process by Sponsor's appointed panel of judges consisting of employees of Sponsor ("Judges") who will score the eligible Photos based on the following criteria ("Criteria"): Creativity (40%), How Clearly Your Photo Illustrates the Hidden Mickey (40%), and Originality (20%), in order to choose the potential winner ("Winner") for this Contest. Winner is subject to verification and compliance with these Rules and the Terms of Use ("TOU") currently located at <http://DisneyTermsofUse.com>.

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criteria – Creativity. The decision of the Judges shall be final and binding.

Please be sure to review the Rules and Do's and Don'ts below before you create your Photo. You must adhere to the Rules and Do's & Don'ts below and on the App.

DO's & DON'Ts

Do's...

- **Do protect your privacy.**
Please don't include any last names or other personal information in your Photo. You will be responsible for getting written permission from anyone else featured in your Photo prior to submitting the Photo, and if there are any minors included in the Photo, you must have their parent/legal guardian's written permission before submitting the Photo.
- **Do be original.**

Photo has to be 100% original, so feel free to put your own spin on it.

- **Have fun!**

Don'ts...

- **Don't show any brands or logos.**
That means no visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Don't wear clothes with visible logos.
- **Don't be rude or use profanity.**
Avoid rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't include revealing clothing or suggestive movements/shapes.**
- **Don't send a Photo that is too big or the wrong format.**
Photo must be less than 10MB in file size ("Size") and in jpg format ("Format").

Photo Tips

- **Shoot in Landscape or Portrait mode.**
Try to hold the camera so your Photo comes out wider than it is tall, but this is a suggestion, not a requirement.
- **Be Bright.**
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you!
- **Keep it Steady.**
Make sure your camera is on a tripod or make sure something is holding it steady.

For purposes of these Rules, all times and days are Pacific Time ("PT"). Sponsor's computer is the official time keeping device for this Contest; and the awarding of any prizes is subject to the eligibility and forfeiture provisions set forth herein.

5. HOW TO REGISTER: After you download the App, if you are already a Member, you may enter the Contest by logging in to the App with your Member name and password and following the Instructions in Section 7 below. There is no charge for the App, but your mobile carrier and/or internet provider may apply

normal access, usage and data charges. If you are not a Member, you may become a Member free of charge by visiting the App and registering by providing the requested information on the registration form through the "Sign Up" link on the App. Upon becoming a Member, you may enter the Contest by following the Instructions in Section 7 below. It is your sole responsibility to notify Sponsor if you, as a Contestant, change your email address ("Address"). To do so, go to <http://register.go.com/go/memberservices/home>, log into your Disney.com account (from your computer) with your Member name and password, click on "Modify" and follow the instructions on how to change the Address. Members will be required to click where indicated to signify that they accept and agree to be bound by the TOU.

6. HOW TO CREATE A CONTEST ENTRY: Follow the Instructions in section 4 of these Rules (also available on the App) to create your Photo. Photos should adhere to all specifications included in these Rules. Any Photo that fails to meet Sponsor's specifications may be disqualified. See Section 8 for further details on requirements. All Photos must be received during the Entry Period. Proof of submitting a Photo does not constitute proof of receipt or entry into the Contest.

7. HOW TO SUBMIT A CONTEST ENTRY: Once you have created your Photo and downloaded the App, submit your Photo by completing the following: **(a)** login using your Member name and password; **(b)** find the icon representing this Contest; **(c)** enter your first name, and state, and **(d)** click the "Upload" button to submit. If everything was entered successfully, you will receive a message thanking you for your Photo. Incomplete entries will be disqualified. By submitting a Photo, you will be agreeing to be bound by the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects. In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern. Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Photo submitted by you. Thereafter, your Photo, will be moderated for possible inclusion within the App. If your Photo does not pass moderation, it will be disqualified, and you will not receive an entry into the Contest.

Sponsor reserves the right not to post any Photo for any reason in its sole discretion. Photo will not be returned, and Sponsor reserves the right to use any portion of Photo in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Photo may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

8. CONTEST PHOTO REQUIREMENTS/LIMITATIONS: All Photos must meet the following requirements and specifications to be eligible:

- a. The Photo must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Photo into the Contest. By submitting the Photo, you hereby represent that you have all rights necessary to distribute the Photo through the App or any other website and to grant to Sponsor the rights set forth herein.
- b. With the exception of any Disney IP you might use, the Photo must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- c. The Photo must meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, Format, file Size and any other specifications.
- d. The Photo must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including Photos that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Photo must not violate these Rules or the TOU.
- e. The Photo must not disparage the Entities.
- f. With the exception of any Disney IP you may use in your Photo, you represent and warrant that: (i) you are the sole and exclusive creator and owner of the Photo, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Photo to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Photo have previously been granted to any person,

firm, corporation or other entity or otherwise exercised or exploited, and (iv) the full use of the Photo or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

- g.** There is a limit of one (1) Photo per Member/Address per day. Each Photo must be unique, and you cannot submit the same Photo more than once. If you attempt or are suspected of attempting (in the sole discretion of Sponsor or Administrator) to circumvent this limitation by any means, including but not limited to establishing multiple Member accounts, you may be disqualified from the Contest. Any duplicate or materially similar Photos will be disqualified. In the event that the same Photo is received from more than one (1) Contestant, the Photo will be deemed to be submitted by the first Contestant who the Photo was received from. In the event that more than one (1) Photo is received from a Contestant within the same day, only the first Photo received will be accepted.
- h.** You are responsible for, and must have obtained, prior, written approval from any identifiable person in the Photo (or such person's parent/legal guardian if such person is a minor as defined by state of primary residence) that appears in, is mentioned in, or otherwise contributed to the creation of the Submission (each a "Third-Party Participant"), for you to include such person in the Photo. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant's parent/legal guardian if Third-Party Participant is a minor) allowing use of such person's name, likeness or contribution in the Photo, and you and each Third-Party Participant (or such Third-Party Participant's parent/legal guardian if Third-Party Participant is a minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, and if you do not provide such evidence you may be disqualified and rendered ineligible to receive a prize in this Contest.

9. SPONSOR'S RIGHT TO DISQUALIFY: If the Sponsor believes that the Photo does not comply with the TOU, these Rules or that the Photo potentially or

actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and remove any Photo at any time.

In the event that a Winner is disqualified, the prize will be forfeited and may or may not, at Sponsor's sole discretion, be awarded to an alternate Winner selected from among the remaining eligible Photos.

10. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Grand Prize: One (1) Winner will receive one (1) \$100 gift card to the Disney Store ("Prize"). ARV: **\$100.00**. All expenses associated with claiming the Prize not specifically mentioned herein are not included and are solely the Winner's responsibility. Any depiction of any portion of any Prize, in advertising or otherwise, is for illustrative purposes only. Prize is not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Neither Sponsor nor Administrator will replace any lost, mutilated or stolen Prize. Prize cannot be used in conjunction with any other promotion or offer. Prize will be awarded provided a sufficient number of eligible Photos are received, and Prize is validly claimed by June 30, 2015, after which date no alternate winner will be selected, nor unclaimed Prize awarded. Prize is subject to verification of eligibility, compliance with these Rules and the TOU.

11. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: On or about June 1, 2015, the potential Winner will be notified by email ("Email Notification") at the Address associated with their Member account to verify their identity so that Administrator can confirm eligibility. At the sole discretion of the Sponsor, disqualification and the selection of an alternate Winner may result from any of the following, without limitation: **[a]** a potential Winner's failure to respond to Email Notification within forty-eight (48) hours after its transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** a potential Winner's failure to provide Sponsor with satisfactory proof of eligibility, and **[d]** any other non-compliance with these Rules or TOU. In the event of a disqualification or Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential winner and award or not award the forfeited Prize. In the event of a Prize forfeiture, the Sponsor/Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate winner, time permitting. All taxes are solely the responsibility of the Winner.

12. PRIVACY POLICY/DATA COLLECTION: All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("Privacy Policy").

13. GENERAL RULES:

- a. Disputes Over Winner's Identity: In the event of a dispute as to the identity of a Winner based on the Address and/or Member account,

the winning Photo will be declared made by the Authorized Account Holder of the Address associated with the Member account. For purposes of these Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an Address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address.

- b. Site Marks: By participating in the Contest, you acknowledge and agree that the App contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to use, reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works from content on the App, including its interface, in whole or in part, or any other logos and product and service names that are trademarks of the respective owners (the "Website Marks"). Unless you have written permission, you hereby agree not to display or use in any manner the Website Marks.

- c. Rights:

[i] Name and Likeness Rights: By participating in the Contest and accepting any Prize you grant to Sponsor, its affiliates and licensees, and their advertising and promotion agencies, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of Contestant and/or any other person appearing in the Photos, and any other material submitted in connection with the Contest. All rights granted to Sponsor in this paragraph shall be in all media formats and channels now known or hereafter devised (including, but not limited to, on the App, on the Sponsor's or third party websites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

[ii] Photo/Entry Rights: By entering this Contest and/or accepting any Prize you may win, you agree and represent that you grant to Sponsor: [1] a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks,

patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Photo, in whole or in part, in all media formats and channels now known or hereafter devised (including on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity, and [2] if your Photo includes, uses and/or features Disney intellectual property ("Disney IP"), Sponsor grants you a non-exclusive license to use Disney IP for the purposes of creating an entry for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Photo (if such rights are not assigned to Sponsor, your license to create the Photo using Disney IP shall be null and void).

- d. No Confidential or Fiduciary Relationship: You understand and agree that creative ideas, suggestions or other materials you submit are not made in confidence or trust and that no confidential or fiduciary relationship is established by your submitting the Photo hereunder, that you have no expectation of review, compensation or consideration of any type and nothing in these Rules or as a result of your submitting the Photo shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Photo.
- e. Comments: You agree that Sponsor, its affiliates, and its and their third-party vendors engaged to implement this Contest, are authorized to display the Photo and any comments for promotional or any other purpose.
- f. Not Responsible for Errors or Photos not Received: Sponsor is not responsible for any typographical or other errors in the printing of the Rules, administration of the Contest or the announcement or distribution of the Prizes, or for lost, late, misdirected, damaged, incomplete or illegal Photos.

14. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND

INDEMNIFICATION/CONDITIONS: You expressly understand and agree that:
[a] You hereby release and hold harmless the Entities and their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (the "Released Parties") from any and all liability for claims, demands,

losses and liabilities, including, without limitation, for death and bodily injury, resulting, in whole or in part, directly or indirectly, from your participation in the Contest and/or the use or acceptance of any Prize won; **[b]** YOUR USE OF THE APP AND PARTICIPATION IN THE CONTEST ARE AT YOUR SOLE RISK. THIS CONTEST IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; **[c]** you agree to indemnify and hold harmless the Released Parties from and against any and all claims, liabilities (including, but not limited to, attorneys' and experts' fees, costs and disbursements), demands and actions of every kind and nature, whether or not now known or suspected (collectively, "Claims"), arising out of or in connection with (i) your participation in the Contest; (ii) any Photo submitted by you (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Photo of such material); (iii) any posting by you on Sponsor's App; (iv) the use by Released Parties of any of the rights granted by you in connection with the Contest; and (v) any breach by you of any warranty, agreement or representation contained in these Rules or TOU or in any documentation submitted by you; **[d]** all Claims shall be resolved individually, without resort to any form of class action; **[e]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Contestant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[f]** a Winner's acceptance of any Prize constitutes the grant of an unconditional right to Sponsor and assigns to videograph, film, or otherwise capture the fulfillment of the Prize ("Fulfillment Filming"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works from, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law; **[g]** Sponsor's use of the Fulfillment Filming as described herein will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fee, and **[h]** Sponsor shall have the right to make such changes to the Fulfillment Filming and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Filming in perpetuity, in its entirety or in part, for any commercial or promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.

15. INTERNET/MOBILE:

- a. Sponsor is not responsible for any electronic transmission errors resulting in any omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alterations of any Photos submitted, or for any technical, network, telephone equipment, electronic, computer, hardware or software malfunction or limitations of any kind, or any inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or through mobile/satellite. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, an insufficient number of Photos, or any other causes beyond Sponsor's control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, extend and/or suspend the Contest and/or to award any Prizes based on alternate means including, without limitation, based on Photos received prior to termination. The Entities are also not responsible for any changes to any App or mobile function that may interfere with the Contest or ability to upload Photos timely.
- b. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE OR APP, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM YOU TO THE FULLEST EXTENT OF THE LAW. IF SPONSOR IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED, THEN SPONSOR MAY TAKE SUCH REMEDIAL MEASURES AS SPONSOR DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE CONTEST.

16. GOVERNING LAW: All issues and questions of your rights and obligations in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the city of New York, borough of Manhattan. Any legal controversy or legal claim arising out of or relating to these Rules or this Contest, shall be settled by binding arbitration in accordance with the terms set forth in the TOU.

17. WINNER'S LIST: For the name of the Winner (after June 30, 2015 and before September 30, 2015) and/or Rules (before May 20, 2015), send a separate, stamped, self-addressed envelope to: Find Your Hidden Mickey in Your Everyday Photo Contest Winners List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either Winners list or Rules.