

**FROZEN UGC CONTEST
OFFICIAL RULES ("Rules")**

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

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

2. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must be: **[a]** a legal resident of, and physically residing in one of the fifty (50) United States or the District of Columbia ("Territory"); **[b]** a registered member of Disney.com (individually, a "Member"); **[c]** not an employee of the Sponsor; its parent, divisions, affiliates, subsidiary company or its advertising, promotion or fulfillment agency involved in this Contest (collectively, "Entities"), nor a member of the household or immediate family of such employee; **[d]** not have any contractual relationships which could interfere with or prohibit you from entering and fully participating in the Contest (the Sponsor retains the right to determine in its sole discretion if an existing agreement represents a conflict); and **[e]** willing to have your Submission (as defined below in Section 3) published in the gallery page ("Gallery") of www.Disney.com/FrozenFriday ("Website") or otherwise distributed, in connection with, or to promote, the Contest and/or Website, and/or for any other commercial or other purpose as determined by the Sponsor for which you agree to submit a signed release if you are a potential winner. **All ages are welcome to enter, but if you are a minor ("Minor") as defined by your state of residence, please get your parent's or legal guardian's ("Parent") permission to enter, and please refer to Section 6 of the Rules if you are under 13 years of age for information about the registration and entry process.**

Instructions on how to register and upload your Submission are described below in Sections 4 and 6. Registering and uploading your Submission are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

3. BRIEF OVERVIEW OF CONTEST:

This Contest is being conducted in two (2) phases as follows:

Phase 1/Entry/Submission Phase ("Submission Phase"): During the period commencing at 12:00 AM (PT), September 12, 2014, and ending at 11:59 PM (PT) September 26, 2014 ("Entry Period"), a contestant ("Contestant") may compete for the chance to win one (1) of three (3) available prizes (see below for

more details) by creating and submitting at Website your user-generated video (using the following formats ("Format"): .avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, and .m4v.) of up to ____ (__) minutes in duration ("Duration") in which you sing one (1) of the following ____ (__) songs from Disney's Frozen ("Song" or "Song Material") (collectively, "Entry" or "Entry Material"), all pursuant to instructions posted in these Rules on the Website, along with any other required information (collectively a "Submission"). Duration/length of your Submission will vary depending on the Song you choose to sing but total Duration of Submission should not exceed the Song's Duration.

1. _____
2. _____
3. _____

What the Judges are looking for: Your Entry should utilize original, creative performance techniques. Sponsor's appointed panel of judges ("Judges") will score the eligible Submissions based on the following criteria ("Criteria"): Musical Talent (60%), Personality and Style (20%), and Creativity (20%). Please be sure to review the Official Rules and Do's and Don't's below before you make your video. Incomplete Submissions will be disqualified. You will be provided with Song clips which you must use. No other use of Disney intellectual property is permitted. Submissions must be appropriate for PG audiences as determined by Sponsor.

When creating your Submission, please adhere to the Do's & Don'ts below and on the Website.

DO's & DON'Ts

Do's...

- **Do get your Parent's permission if you are a Minor.** If you are a Minor, you must get permission from a Parent, before shooting the video and/or entering the Contest.
- **Do protect your privacy**
Say only your first name and the name of the Song you'll be singing, and please, don't mention anyone else's full name or other personal information in your Submission without first obtaining their written permission.
- **Do be original and put your own spin on the Song.** Apart from the provided Song clips, no other music is allowed, the lyrics cannot be changed, and (apart from the Song clips) your Submission has to be 100% original.
- **Have fun!**

- **Do be careful**
Take caution when creating your video.

Don'ts...

- **Don't show any brands or logos**
That means no visible/recognizable use of brands on clothes, sneakers, in the background, or anywhere. Don't wear clothes with visible logos.
- **Don't include any names and/or likenesses of any person other than you in the Entry without first obtaining written permission from such person.**
You will be responsible for getting written permission from any person included in your Submission.
- **Don't be rude or use profanity**
Avoid bad language, rude gestures, and other inappropriate stuff and for your safety, **don't try any risky moves.**
- **Don't go too long...**
_____ max!

Filmmaker 411

- **Shoot in Widescreen**
Make sure to hold the camera so your video comes out wider than it is tall, like a movie screen.
- **Be Bright**
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you, the star!
- **Speak Up**
The closer you are to the camera or separate microphone, the better your voice will sound.
- **Keep it Steady**
Make sure your camera is on a tripod or make sure something is holding it steady.

Submissions will not be returned.

Phase 2/ Grand Prize Winner Selection: During the period commencing at 12:00 AM (PT), September 27, 2014, and ending at 11:59 PM (PT), October 12, 2014 ("Judging Phase"), Sponsor's appointed panel of Judges will score the

eligible Submissions based on the Criteria to choose three (3) potential grand prize winners ("Grand Prize Winners"). Potential Grand Prize Winners are then subject to verification and compliance with these Rules and TOU. Once verified, on or about _____, 2014, the Grand Prize Winners will be posted on the Website.

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 below. The dates and times set forth above and below are subject to change in Sponsor's sole discretion. In the event of any change, notice of the revised date or time may be posted on the Website.

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

4. HOW TO REGISTER: As a Member of Disney.com, you may enter the Contest by logging in to the Website with your Member name and password and following the instructions in Section 6 below. If you are not a Member, you may become a Member free of charge by visiting the Website and registering by providing the requested information on the registration form through the "Sign Up" link on the Website. Upon becoming a Member, you may enter the Contest by following the instructions in Section 6 below. If you are a Parent of a child under the age of 13, you will be sent an email notifying you of your child's registration. No response by you to the email is required for your child to register on the Website, however, if you do not want your child to register, you may follow the instructions in the email and complete the steps required to cancel your child's registration and delete the child's information. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the 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 Website account 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 Terms of Use ("TOU") currently located at DisneyTermsofUse.com, 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 and the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern.

5. HOW TO CREATE A CONTEST SUBMISSION: Sponsor will post instructions ("Instructions") on the Website for you to follow in the creation of your Submission. Submission should adhere to all specifications included in these Rules including, but not limited to, a Submission's Duration and Format. Any

Submission that fails to meet Sponsor's specifications may be disqualified. You may submit one (1) Submission for each of the three (3) Songs, however, each Submission must be unique and any duplicate or materially similar Submissions will be disqualified. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including but not limited to establishing multiple email accounts, you may be disqualified from the Contest. In the event that the same Submission is received from more than one (1) Contestant, only the first Submission received will be accepted. All Submissions must be received during the Entry Period, and any Submission received after the Entry Period will be disqualified. Proof of submitting a Submission does not constitute proof of receipt or entry into the Contest. Sponsor grants the Contestant a limited, non-exclusive, non-transferable, revocable license during the Submission Phase to use the Song Material for the sole purpose of creating his/her Submission subject to any limitations and/or restrictions set forth herein. For the avoidance of doubt, Sponsor owns all rights in and to Song Material.

6. HOW TO SUBMIT A SUBMISSION: Once you have created your Submission, you will be instructed on the Website as to how to upload your Submission. You must log into your Disney account with your Member name and password. If you are 13 or older, you will be agreeing to the TOU of the website and to these Rules. Furthermore, you grant Sponsor permission to email your email address regarding the possible use in any media of any Submission submitted by you. Thereafter, an email will be sent to you which will confirm the receipt of your Submission, your Address, your agreement to the TOU for the website and to these Rules and that any videos uploaded may be posted anywhere online or offline, and in any medium (including, without limitation, YouTube®) and for any purpose. If you are younger than 13, an email will then be sent to your Parent's Address, which will instruct your Parent to click the link in the email to validate your Parent's Address, agree to the Terms of Use for the website and to these Rules on behalf of himself/herself and on your behalf, and grants Sponsor permission to email your Parent's email address regarding the possible use in any media of any Submission submitted by you. If your Parent does not take these steps, your Submission cannot be entered into the Contest. Once your parent, takes these steps, your Submission will be moderated for possible inclusion to be posted on the website. If your Submission passes moderation and is chosen for possible inclusion on the website, your Parent will receive an additional email to provide high-level verifiable consent to display the video on our website or elsewhere as required by the Children's Online Privacy Protection Act. Your parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal account or creating a PayPal account if they do not have one, and completing a nominal PayPal transaction of one cent (\$.01). If this step is not taken, your Submission will not be eligible to be posted on the website or elsewhere, but it will still be eligible to be judged as a potential winner in the Contest. All Submissions will be moderated prior to any posting on

the Website. Sponsor reserves the right not to post any Submission for any reason in its sole discretion.

7. CONTEST ENTRY REQUIREMENTS: All Submissions must meet the following requirements and specifications to be eligible:

- a. The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Contest. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website or any other website and to grant to Sponsor the rights set forth below.
- b. With the exception of the Song Material, the Submission 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. With the exception of the Song Material, the Submission must not contain any other music and the Submission must not change the lyrics in the Song Material.
- d. The Submission must meet all specifications set forth by Sponsor in these Rules, including, without limitation, Format, maximum Duration and file size, and those specifications described in the Rules and/or Instructions.
- e. The Submission must not, in the sole discretion of Sponsor, contain any sexually explicit, disparaging, defamatory, libelous, obscene or other inappropriate content.
- f. The Submission must not violate these Rules or the TOU.
- g. With the exception of the Song Material incorporated in the Submission, you represent and warrant that: (i) you are the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Submission to Sponsor upon the terms and conditions set forth herein; (iii) no part of the Submission has been published; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) neither you nor any individual depicted in your Submission is subject to any type of production agreement, union or guild agreement, or any similar agreement which would

interfere with your ability to enter into this Contest or grant all of the rights to be granted hereunder; (vi) the full use of the Submission 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, and (vii), you will use Song Material in compliance with Sponsor's TOU.

- h. There is a limit of three (3) Submissions per Member (one for each Song chosen), however each Submission must be unique and any duplicate or materially similar Submissions (to be determined in Sponsor's sole discretion) may be disqualified. 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 email accounts, you may be disqualified from the Contest. In the event that the same Submission is received from more than one (1) Contestant, only the first Submission received will be accepted.
- i. You are responsible for, and must have obtained, prior, written approval from any identifiable person (or such person's Parent if such person is a Minor) that appears in, is mentioned in, or otherwise contributed to the Submission (each a "Third-Party Participant") for you to include such person in the Submission. 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 if Third-Party Participant is a Minor) allowing use of such person's name, likeness or contribution in the Submission, and you and each Third-Party Participant (or such Third-Party Participant's Parent 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, or you may be disqualified and rendered ineligible to receive a prize in this Contest.

8. WINNER SELECTION PROCESS: Using the Criteria, the Judges will score all eligible Submissions for the Contest. At Sponsor's sole discretion, Sponsor (or its agent) may elect to interview top scoring eligible entries via telephone/mail (or any other method selected by Sponsor) and these Contestants may be asked for additional information in order to determine potential winners ("Interview Round"). If applicable, Interview Round Contestants will be evaluated using the Criteria above. They will be advised on the method of

submitting any additional information requested ("Interview Round Submission") at the time they are contacted and given specific instructions and timing. Any Interview Round Submission submitted in a format not specified by Sponsor or the Contest Administrator will not be judged. All Interview Round Submissions must comply with the provisions listed in these Rules. All contents of any Interview Round Submissions become the sole property of the Sponsor and will not be returned. Judges will use the score from the initial Judging Phase, the results of the Interview Round (if applicable) and Interview Round Submissions (if any) to calculate a final score and determine the winners.

9. SPONSOR'S RIGHT TO DISQUALIFY: Sponsor reserves the right in its sole discretion to disqualify and remove any Submission at any time for any reason, including but not limited to, Sponsor's belief that the Submission potentially or actually infringes upon the copyrights, or other rights of any third party, or if the Submission does not comply with the TOU or these Rules. 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 Submissions.

10. PRIZE/APPROXIMATE RETAIL VALUE ("ARV") ("Winner"): Three (3) Grand Prize Winners will have the opportunity for their Submission (or parts thereof including, but not limited to, the reshooting of their performance referred to below) to be included in a promotional spot ("Spot"), which is scheduled to be aired on The American Music Awards ("Show") on or about November 23, 2014. ARV: Prize has no monetary value. Limit one (1) prize per person/family/household.

At their sole discretion, Sponsor may elect to bring any and all Winners to a location (to be determined by Sponsor) for the purpose of reshooting/editing the performance of the Song Material. If this occurs, Sponsor will arrange for each Winner plus one (1) guest ("Guest") each (collectively "Group") to go on a ____ (__) day / ____ (__) night trip to a filming location ("City"), on Sponsor-selected dates estimated to be (but subject to change) on or about 10/12/14 – 10/24/14 ("Trip"). Trip consists of the following elements for the Group: **[1]** hotel accommodations (standard room/double occupancy, including room tax) for ____ (__) nights; **[2]** all meals; **[3]** hotel/filming location transfers; **[4]** if Winner's residence of entry ("Residence") is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near the Residence ("airport of origin") and a Sponsor-selected major airport in or near the City; but if the Residence is located two hundred fifty (250) miles or less from the City, round-trip ground transportation via a Sponsor-selected method between the Residence and the hotel and **[5]** airport/hotel transfers if round-trip coach air transportation is provided. Approximate Retail Value ("ARV"): \$_____, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. Total ARV: \$_____.

All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: round trip transportation between the Residence and any airport of origin, beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. Winners must be available to take Trip on Sponsor-selected dates on or about 10/12/14 – 10/24/14, or Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate Winner. Appearance must be performed at AFTRA minimum rates and Winners will have to follow all guild requirements in order to fully participate. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Releasees are not responsible for airline cancellations or delays. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any depiction of prize 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. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, certificates or prizes. Prize elements may not be separated. Airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code share flights may be used. Prize cannot be used in conjunction with any other promotion or offer. Prize will be awarded provided it is validly claimed by 5:00 PM, _____ after which no alternate winner will be selected, nor unclaimed prizes awarded. All Prizes are subject to verification of eligibility/timely receipt of Affidavits (defined below) and compliance with these Rules and the TOU. If a Winner is a Minor: **[a]** the prize will be awarded for the benefit of the Minor to his/her Parent, who will be solely responsible on behalf of the Minor for all applicable documentation and taxes and **[b]** their Guest must be their Parent or the prize will be forfeited. In the event that a prize component is not available for any reason, the remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. If a Winner chooses not to bring a guest on the Trip, the Trip will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to the Winner. The Group must travel together on the same itinerary; and a Minor may not participate in the Trip unless accompanied by his/her Parent as a member of the Group. As a condition of eligibility, a Guest will be required to execute and return a Release of Liability prior to ticketing. The Winners and Guests are solely responsible for obtaining any and all necessary travel documents (valid U.S. Passport, photo I.D., etc.) before departure.

11. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: The potential winners will be notified by email or mail to his/her Address on or about _____. 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 notification within forty-eight (48) hours after

its transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** the return of any prize elements as undeliverable; **[d]** a potential winner's failure to provide Sponsor with satisfactory proof of age, identity, residency and clearances; **[e]** a potential prize winner's failure to execute and return by overnight delivery service all Sponsor-requested documents including without limitation an affidavit/release of liability/publicity release (collectively, "Affidavits") within five (5) business days after transmission; **[f]** failure of a potential winner to be available to make the Trip on Sponsor's selected dates; **[g]** any other non-compliance with these Rules or TOU. Sponsor may require signed Affidavits to be notarized at its sole discretion. In the event of a disqualification or prize forfeiture, the Sponsor may, in its sole discretion, select or not select, an alternate winner and award or not award the forfeited prize. Any and all federal, state and local taxes that may be incurred as a result of being a Winner are the sole responsibility of each Winner (or if Winner is a Minor, the Parent) who will receive an IRS Form 1099 reflecting the final actual value of his/her prize.

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, the winning Submission will be declared made by the Authorized Account Holder of the Address. 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 Website 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 Website, 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 award, you grant to Sponsor and its 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 any person appearing in the Submissions, and the Submissions 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 Website, on 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] Submission/Entry Rights: By participating in the Contest and accepting any award, you agree that the Sponsor owns under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), create derivative works based upon, perform and otherwise exploit such Submission, in whole or in part, unless prohibited by law. 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 Website, on 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.

- d. Not Responsible for Errors or Submissions not Received: Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement or distribution of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal Submissions.
- e. 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 Submission 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 Submission shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Submission.

- f. Comments: You agree that Sponsor, its affiliates, and its and their third-party vendors engaged to implement this Contest, are authorized to display the Submissions and any public ratings, votes and comments for promotional or any other purpose.

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 WEBSITE AND PARTICIPATION IN THE CONTEST IS 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 Submission submitted by you (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Submission of such material); (iii) any posting by you on Sponsor's Website; (iv) the use by Released Parties of any of the rights granted by you in connection with the Contest; and (ii) any breach by you of any warranty, agreement or representation contained in these Rules or TOU or in any documentation submitted by you; **[d]** a winner's acceptance of any prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, 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; **[e]** 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 fees; **[f]** 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; **[g]** Sponsor has the right to conduct a background check ("Check") of any and all records of each Contestant, including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[h]** Sponsor may take all steps necessary to corroborate any information provided to Sponsor by any Contestant, and he/she will be obligated to provide necessary contacts and information for the Check, and **[i]** if any felony or misdemeanor conviction is found respecting any Contestant, or if there is anything that conflicts with Sponsor's image, Sponsor has the right, in its sole discretion, to disqualify the Contestant from participating in the Trip and to pay the winner a cash substitute for the Trip or those portions that are removed, but no cash substitute will be paid to Guest.

15. INTERNET:

- 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 Entry Materials 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. If for any reason the Internet portion of 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 Submissions, 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 and unfettered 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 Submissions received prior to termination.
- b. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE SUBMISSION AND/OR VOTING PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY

DAMAGE ANY WEBSITE OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE, OR 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 California, 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 California, in the city of Los Angeles. 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 at DisneyTermsofUse.com.

17. WINNERS' LIST: For a copy of the Rules and/or a winners' list, send a separate, stamped, self-addressed envelope to: Frozen UGC Contest Winners' List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, Suite 650, NYC, NY 10165, designating either winner's list or Rules. Requests must be received no later than April 30, 2015.

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

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