

DISNEY'S TOONTOWN ONLINE
Toontown Online "Halloween Art" Contest
OFFICIAL RULES
October 5, 2012 – October 14, 2012

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

1. SPONSOR: Disney Online, 500 South Buena Vista St., Burbank, CA 91521, is solely responsible for all aspects of this contest ("Contest").

2. BRIEF OVERVIEW OF CONTEST: This is a Contest to be conducted during the period commencing at 12:01a.m., October 5, 2012 and ending at 11:59:59 p.m., October 14, 2012 ("Entry Period"), for you as a Contestant to submit your Toontown Halloween Art ("Halloween Art") to compete for five (5) First Prizes. To enter, you may submit your Halloween Art by U.S. Mail or by Internet via <http://www.toontownonline.com> ("Website"). Artwork must be a drawing of a Halloween-themed scene in Toontown Online, using characters, Toon clothing, Toontown areas, or decorations that celebrate the Halloween holiday specifically in Toontown Online. We encourage color drawings and designs. Sponsor's appointed judges, Disney's Toontown Online staff ("Judges") will select the First Prize winners by applying the following judging criteria: 50% for how well the Contest theme is captured, 25% for creativity and 25% for humor (collectively, "Criteria"). For purposes of these official rules ("Rules"), all times and days are Pacific Time. Sponsor's computer is the official time keeping device for this Contest. The awarding of the prize is subject to the eligibility and forfeiture provisions set forth below.

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must be: **[1]** a natural person legally residing in, and physically located within, the 50 states or the District of Columbia (collectively, "Territory"); **[2]** a registered user of Sponsor's terms of use agreement ("TOU") as a Disney's Toontown Online player ("Player") **[3]** not an employee of Sponsor; its parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor a member of his/her household or immediate family and **[4]** willing to have your Entry featured and published on the Website or otherwise distributed, in connection with, or to promote, the Contest and/or Website. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.

4. ENTRY: During the Entry Period, as a Player you may enter the Contest in either of the two (2) following ways:

(a) BY ONLINE ENTRY: You may enter via the Internet by visiting the Website, logging in by providing your Account ID and Password, agreeing to the Rules, following the entry instructions to submit your Toontown Halloween Art and clicking on the "Submit" button (collectively, "Online Entry"). If you are not a Toontown Online Player, you may register for free by providing the requested information. Upon registration, Parent/legal guardian ("Parent") of a child younger than 13 will be sent an email notifying him/her of the child's registration and Online Entry into this Contest. No response by the Parent to the email is required for the child to enter; however, if the Parent does not want his/her child to enter, Parent may click on a link in the email and complete the steps required to cancel the child's registration and Online Entry and delete the child's information.

(b) BY MAIL ENTRY: You may enter by U.S. Mail by visiting the Website, printing out the entry form ("Form"), completing the Form and mailing it with your Toontown Halloween Art artwork, to: Disney's Toontown Online, "Toontown Halloween Art" Contest, 500 South Buena Vista St., Burbank, CA 91521-7691 ("Mail Entry"). If you don't have a printer, please legibly print the following information on a plain white piece of paper: your full name, address, daytime phone number, email address ("Address"), age, Account ID, and Toon name, and mail it with your Toontown Halloween Art artwork to the above address. If you are a minor as defined by state of primary residence ("Minor"), you must also print on the paper Parent's full name and address and have your Parent sign it.

Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your Address. To do so, go to the Website, log in, click on the "Manage Account" button and follow the instructions to change your Address.

"Entry" shall mean and refer to each Online and Mail Entry.

5. CONTEST MATERIALS: "Materials" include: **[1]** all information and material submitted by you in connection with the Contest, including the Entry and all other forms, contracts or releases required to be submitted by you as a Contestant, whether required by Sponsor prior to or after Entry; **[2]** your name, likeness, image and biographical data as contained in or reflected by the Entry and **[3]** all photographs, artwork, writings, statements, dramatic materials, ideas, quotations and any other intellectual properties created by you in connection with the Contest, whether submitted to the Sponsor or not, including the Entry. All material owned by the Sponsor or the Sponsor's affiliated companies, including but not limited to any picture, logo, title art, etc., shall remain their property and you shall acquire no rights therein by virtue of the Contest. Except as specifically provided herein, by entering the Contest, you agree to grant to Sponsor a non-exclusive, fully-paid, irrevocable, royalty-free, sublicenseable and transferable worldwide license to use, re-use, reproduce, transmit, display, distribute, re-distribute, copy, store, modify, adapt, translate, create derivative works based upon and publicly perform the contents of the Materials, in whole or in part, in all media, formats and channels now know nor

hereafter devised, for the duration of the rights in each country, area and space, and throughout the universe, in perpetuity and in all languages, formats and versions. Upon Sponsor's request, you agree to assist the Sponsor in obtaining the consent for any other applications.

6. LIMITATIONS: By submitting the Materials in the Contest, you represent and warrant to Sponsor that the Materials and everything depicted therein: **[1]** are original with you and do not originate from a magazine, newspaper or other commercial or proprietary source; **[2]** do not infringe upon or otherwise violate any right of any person, firm or entity; **[3]** do comply with the TOU and the Rules; **[4]** do not contain any trademarks, logos, insignia, location signage, photographs, artwork or sculptures or other material (e.g., on props, costumes, background) that would infringe any third party's copyrights or trademarks; **[5]** have not previously been submitted in a contest of any kind or exhibited or displayed publicly through any means; **[6]** do not contain the likeness or photograph of any person and **[7]** do not contain material which is objectionable or unlawful as determined by Sponsor in its sole discretion. You further represent and warrant to Sponsor that: **[1]** you have all rights, licenses, permissions and consents necessary to submit the Materials in accordance with the Rules; **[2]** no person or entity other than you has any right, title or interest in and to any part of the Materials and **[3]** you are not subject to any agreement or arrangement that would interfere with your entering this Contest and granting all the rights granted hereunder or that would conflict with any other documentation required hereunder. Sponsor may, in its sole discretion, disqualify and remove any Contestant that Sponsor deems to be in violation of these Limitations at any time.

Limit of one (1) Entry per person/Address (regardless of whether one person has more than one Address or more than one person use the same Address). In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 4 are void. Neither the Sponsor, nor any of its officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in your email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified; and any Contestant who attempts to enter with multiple Addresses or under multiple identities will be disqualified. Sponsor is not obligated to communicate with any Contestant during the duration of the Contest. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. Please review these Rules and the TOU carefully; however, in the event of a conflict between these Rules and the TOU, these Rules will control.

7. PRIZES:

FIVE (5) FIRST PRIZES: A Toontown Prize Pack which includes a Cog bobble head, lenticular notebook, poster, clock, puzzle cube, mouse pad and stickers. (ARV: \$80).

Total ARV for all prizes: \$400

Limit one prize per person/Address. Any depiction of prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable, except to a surviving spouse residing in the same household. 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 or stolen prizes. The prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. Only the number of prizes stated in the Rules is available to be won. All prizes will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by November 19, 2012, after which no alternate winners will be selected, nor unclaimed prizes awarded.

8. PROCEDURE/JUDGING: All Mail Entries must be postmarked during the Entry Period and received by October 14, 2012. On or about October 26, 2012, the potential winners will be selected by the Judges based on the Criteria. The decisions of the Judges will be final on all matters relating to the judging.

9. WINNERS: All potential winners will be notified by email on or about October 29, 2012. All legal responsibilities under the Rules of a Minor will be assumed by a Parent; and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** potential winner's failure to respond to email notice within five (5) days after its transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[4]** potential winner's failure to claim any prize within ten (10) days after it is sent; **[5]** potential winner's failure to validly claim any prize by November 19, 2012 and **[6]** any other non-compliance with Rules. In the event of any prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. All taxes are solely the responsibility of each winner.

10. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Contest is subject to Sponsor's privacy policy located at http://corporate.disney.go.com/corporate/pp_wdig.html.

11. CONDITIONS: By entering this Contest and/or accepting any prize, you agree that: **[1]** you will be bound by the Rules, TOU and Sponsor's decisions, which shall be final in all respects; **[2]** the Entry will not be acknowledged or returned; **[3]** you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the Entry, selection or use of the Entry or from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this Contest or in any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information; **[4]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Contest or prizes; **[5]** winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[6]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; **[7]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[8]** any portion of any prize not accepted or used by any winner will be forfeited; **[9]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason and **[10]** Sponsor has the right to modify prize award procedures at its sole discretion.

12. RULES & WINNERS' LIST: For names of winners (after November 1, 2012) and/or Rules (before October 14, 2012), send a self-addressed, stamped #10 envelope to: Disney's Toontown Online, "Toontown Halloween Art Contest", 500 South Buena Vista St., Burbank, CA 91521-7691, designating either "winners" or "Rules".