

**"10 Reasons Pirates Are More Lovable Than Ninjas" CONTEST
OFFICIAL RULES
NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S
CHANCES OF WINNING**

1. SPONSOR: Walt Disney Internet Group, 500 South Buena Vista St., Burbank, CA 91521-6891, is solely responsible for all aspects of this promotion ("Promotion").

2. BRIEF OVERVIEW OF CONTEST: This is a Contest for you ("Contestant") to be selected as one of ten (10) verified Winners by submitting up to 3 reasons why pirates are more lovable than ninjas (the "Submission"). The Contest will commence at 12:01, February 1, and end at 11:59:59 P.M., February 28, 2008 ("Term"). For purposes of these Official Rules ("Rules"), all times and days are Pacific Time. The awarding of prizes is subject to the eligibility and forfeiture provisions set forth below.

3. ELIGIBILITY: To be eligible for the Contest, at the time of entering the Contestant must be: **[1]** a natural person legally residing in, and physically located within, the 50 United States or the District of Columbia ("Territory"); **[2]** a registered user of the Website in compliance with the Website's Terms of Use ("TOU"); **[4]** not an employee, consultant, independent contractor or intern who has, within the past six months, performed services for Sponsor or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion or supplying the prizes, or their respective parent, subsidiary, affiliated or successor companies (collectively, "Entities"), nor a member of their household or immediate family and **[5]** willing to have his/her Submission featured and published on the Website or otherwise distributed, in connection with, or to promote, the Contest and/or the 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 Term, if you are age 13 or older, you may enter the Contest either by Internet or by Mail as described below. If you are under the age of 13, you may enter the Contest only by Mail as described below.

(1) BY INTERNET: by registering as a guest of piratesonline.com ("Website") and agreeing to the WDIG Terms of Use or if you are already a Member of piratesonline.com, by logging in with your Member Name and password and following the entry instructions to submit your Submission ("Internet Entry");

OR

(2) BY MAIL: by printing and completing the official entry form, printing and signing the Terms and Conditions of Submission (if you are under age 18, your parent or legal guardian must sign the Terms and Conditions of Submission) and mailing the completed entry form and the signed Terms and Conditions of Submission with your Submission ("Mail Entry")

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 e-mail address ("Address"). To do so, go to Website, log in, click on the "Modify" icon and follow the instructions on how to change your Address.

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

5. CONTEST MATERIALS: "Contest Materials" include, to the extent applicable: **[1]** any information and material, including the Submission submitted by you in connection with the Contest; **[2]** the Entry form and any other forms, contracts or releases required to be submitted by you for the Contest, whether required by Sponsor prior to or after selection; **[3]** your name, voice, likeness, image and biographical data and **[4]** 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 Submission. 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 the property of such persons and Contestants shall acquire no rights therein by virtue of the Contest.

Except as specifically provided for herein, by entering the Contest, you agree that all recordings, copyrights, trademarks, ideas, concepts, acts, poses and performances, including, without limitation, all material composed, added, created, or interpolated by you, from the inception of creation and irrespective of stage of development or completion, that are submitted separately or embodied: **[1]** in the Contest Materials; **[2]** in the Submission submitted by you and **[3]** otherwise in connection with this Contest (collectively, "Work"), are commissioned hereunder on a "work for hire" basis. In the event the Work is found not to be a work-made-for-hire, you hereby assign, transfer and grant to the Sponsor all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work. All rights to such Work are owned by Sponsor solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe, including, without limitation, the right to use, re-use, reproduce, distribute, re-distribute, display, exhibit, transmit, print, publish, broadcast, host, store, cache, download, stream, comment on, edit, alter, modify, adapt, translate, and create derivative works based upon, synchronize with visual material, make sound or video recordings, audiovisual recordings, otherwise use, and permit others to use and perform or otherwise exploit the Work throughout the universe, in

all media now known or hereafter discovered, including without limitation, in connection with, and to promote, market or advertise, the Website, the Contest, and the Picture, in whole or in part, in edited, unedited or distorted form, without review, approval, credit or attribution, notification or payment from or to you or any person or entity, including without limitation any third party company or other company entitled to your exclusive performing services or any other rights with respect to your performing services, or any union or guild. You also agree to execute any and all documents required to affect the transfer of such rights to Sponsor.

You and Sponsor are aware and hereby acknowledge that new rights to the Work may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and You intend to and do hereby grant and convey to Sponsor any and all such New Exploitation Rights to the Work granted by you hereunder. You and Sponsor are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. You intend to and do hereby grant and convey to Sponsor any and all rights to such New Exploitation Methods with respect to the Work. You hereby agree to execute any document Sponsor deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to Sponsor, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods. You further hereby agree that you will not seek (1) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Sponsor to exploit the Work by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants and conveyances to Sponsor herein and/or the collection by Sponsor of any proceeds relating to the rights conveyed hereunder.

6. LIMITATIONS: By entering the Contest or submitting the Contest Materials, you represent and warrant to Sponsor that the Contest Materials and everything depicted in the Contest Materials: **[1]** are wholly original; **[2]** do not infringe upon or otherwise violate any right of any person, firm or entity; **[3]** comply with the TOU and the Rules; **[4]** have not previously been submitted in a contest of any kind or exhibited or displayed publicly through any means and **[5]** do not contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, harassing, defamatory, libelous, infringing or otherwise objectionable 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 Contest Materials in the Contest in accordance with the Rules. **[2]** no person other than you, nor any entity, has any right, title or interest in and to any part of the Contest Materials; **[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. All Internet Entries must be received during the Term. All Mail Entries must be postmarked during the Term and received by March 6, 2008. Only one Entry per person/Address for the Promotion (regardless of method of Entry or 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 Internet 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. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, late, lost, misrouted, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized or unintelligible; or any printing, production, technical, electronic or other errors; 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 e-mails resulting from any form of active or passive e-mail filtering; insufficient space in entrant's e-mail account to receive e-mail; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. 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: TEN (10) GRAND PRIZES: one (1) Sony™ Mylo Personal Communicator (approximate retail value ("ARV"): \$299). Total ARV of all prizes: \$2,990. Limit one prize per person/Address. Any depiction of prize is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution is allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All prizes will be awarded provided a sufficient number of eligible Entries are received and prizes validly claimed by June 30 2008, after which no alternate winners will be selected, nor unclaimed prizes awarded.

8. PROCEDURES: The Contest will be conducted during the Term. On or about March 13, 2008 all Entries for the Contest will be judged by members of the Sponsor's creative staff, who will select ten (10) potential winners the Contest on the following criteria: Humor: 35%; Creativity: 30% and Originality: 20%.

9. WINNERS: Potential winners of the Contest will be notified by e-mail and U.S. Mail on or about March 14, 2008. All legal responsibilities of a minor under the Rules will be assumed by the parent/legal guardian ("Parent"). Disqualification and the selection of an alternate winner may result from any of the following: **[1]** potential winner's failure to respond to notification within ten (10) days after its mailing/transmission; **[2]** the return of an e-mail notification as

undeliverable after three (3) attempts; [3] the return of any other notice or a prize as undeliverable; [4] potential winner's failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; [5] potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within ten (10) days after its mailing; [6] potential winner's failure to claim a prize within ten (10) days after it is sent; [7] potential winner's failure to validly claim any prize by June 30, 2008 and [8] any other non-compliance with Rules. For list of winners (after March 13, 2008) and/or Rules (before February 28, 2008), send a self-addressed, stamped envelope to: the Mail Address.

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

11. CONDITIONS: Each Contestant by entering the Contest agrees, represents and warrants that: [1] he/she will be bound by the Rules, TOU and the Sponsor's decisions and Privacy Policy; [2] the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; [3] the Releasees are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information; [4] the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); [5] 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, the Sponsor has the right to cancel, terminate or suspend the Contest; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; [6] 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; [7] any portion of any prize not accepted or used by any winner will be forfeited and [8] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason.