

## Artwork Guidelines

### **USERS UNDER THE AGE OF EIGHTEEN (18) MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN TO PARTICIPATE IN THIS PROMOTION.**

#### **Artwork Requirements:**

1. User (the "User(s)") (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) agree to and understand that any artwork (the "Artwork") submitted by User will be made available to the public, including without limitation, posting on the Internet. Whether or not the Artwork is published on the Internet, Buena Vista Home Entertainment, Inc. d/b/a Walt Disney Studios Home Entertainment ("WDSHE") makes no representation or warranty regarding the confidentiality of any Artwork.
2. Each Artwork must be created by User and be an original creation of the submitting User and must be inspired by and include only characters, background, or such other elements from the motion picture titled "Inside Out" (the "Picture"). The Artwork must be under no restriction, contractual or otherwise, that will prevent WDSHE's use of the Artwork and each Artwork must be free of any and all liens, encumbrances and claims of third parties. User (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) acknowledges, agrees, represents and warrants that, nothing in the Artwork infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the User absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from anyone appearing in the Artwork or any person or entity with any rights in or to the Artwork. User (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) agrees to indemnify and hold harmless WDSHE, Facebook, Tumblr, Twitter, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "Released Parties"), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by User of these Artwork Guidelines or the warranties and representations made by User herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as User's original creation.
3. If User's Artwork includes, uses and/or features Disney intellectual property ("Disney IP"), including but not limited to images and/or audio from Disney/Pixar "Inside Out," movie, WDSHE grants you a limited, non-exclusive, non-transferable license to create the Artwork using Disney IP for the purposes of this promotion only. No other rights in or to Disney's IP are granted hereunder.
4. By submitting the Artwork, the User (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) grants Sponsor, for no additional compensation other than the publicity the User may receive from his/her participation in this promotion, a non-exclusive, worldwide, royalty free, perpetual license to use, publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Artwork in any and all media available at any time during, or after, the promotional period of this promotion, on any related websites, in any promotional materials, whether related or un-related to the promotion, and at any other location, whether physical or online, that WDSHE, in its sole discretion, deems appropriate. In addition, User (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) warrants that any so called "moral rights" in the Artwork have been waived and User acknowledges and agrees that WDSHE may use any ideas from any Artwork or other submitted materials.
5. User (or User's parent/legal guardian, if User is deemed a minor in the state of his/her residence) agrees to release, defend, indemnify and hold harmless each of the Released Parties, from all claims, demands, and causes of action of any nature whatsoever which User or User's heirs, representatives, executors, administrators, or any other persons acting on User's behalf or on behalf of User's estate, have or may have by reason of: (i) WDSHE's exercise of any rights granted by User in these Artwork Guidelines; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with WDSHE's use of the Artwork and any portion thereof, or the likeness of any natural person therein.
6. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Artwork.

#### **Artwork Content Restrictions:**

Artwork must not contain material that:

1. Contains or depicts someone smoking or intoxicated;

2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of WDSHE and/or its affiliates;
5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
6. References persons or organizations without their written permission;
7. Disparages any persons or organizations;
8. Includes threats to any person, place, business, or group;
9. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.
10. Does not comply with the terms or conditions or guidelines posted by Facebook, Twitter or Tumblr.

Failure of any Artwork to comply with the above "Artwork Requirements" and "Artwork Content Restrictions," as determined by WDSHE, in its sole discretion, may result in the non-display of a User's Artwork. Without limitation, WDSHE reserves the right in its sole discretion to prohibit the display of any Artwork that, in their sole opinion, refers, depicts or in any way reflects negatively upon the WDSHE and its affiliates, the Picture or any other person or entity, does not comply with these Artwork Guidelines or if WDSHE receives notification about any potential infringements or breaches of law or any other reason set forth herein. All submissions shall become the exclusive property of WDMSP and will not be returned. Artwork must be suitable for presentation in a public forum, in the sole determination of WDSHE.