

#LEADLIKEELENA CONTEST

OFFICIAL RULES (“Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. INFORMATION COLLECTED IN CONNECTION WITH THE CONTEST IS ONLY USED FOR WINNER FULFILLMENT PURPOSES. WE WILL NOT USE IT TO MARKET TO YOU, AND IT WILL BE DELETED WITHIN A REASONABLE TIME AFTER COMPLETION OF THE CONTEST. PLEASE SEE SECTION 10 BELOW FOR MORE INFORMATION. ENTRANTS UNDER THE AGE OF MAJORITY IN THEIR STATE OF PRIMARY RESIDENCE MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. MANY WILL ENTER. FEW WILL WIN.

- 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 between the ages of two (2) and sixteen (16), inclusive, (“**Child**”) or a parent/legal guardian or grandparent (“**Parent**”) of an eligible Child; **[b]** be a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia (“**Territory**”); **[c]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a “**Member**”); **[d]** not be an employee of Sponsor, Administrator or their respective parents, divisions, affiliates, subsidiary companies or their respective advertising, promotional or fulfillment agencies involved in this Contest (collectively, “**Entities**”), nor a household member or immediate family member of such employee, and **[e]** be willing to have your Entry (as defined below in Section 4) published in the gallery page (“**Gallery**”) of the Disney Applause mobile application (the “**App**”) and/or on www.Disney.com/LeadLikeElena (“**Website**”) and if you are selected as a Winner (as defined below in Section 9) shown in a TV spot on Disney Channel during and/or following the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, Website, and/or App, and/or for any other commercial or other purpose as determined by Sponsor (including but not limited to use on Sponsor’s social media pages). “Immediate family members” shall mean parents, step-parents, grandparents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three (3) months a year, whether related or not. For the avoidance of doubt, the above categories of ineligible persons refer to both the Entrant (as defined in Section 4 below) as well as those individuals appearing in the Photo (as defined in Section 4 below) submission in any way.

If you are a minor as defined by your state of residence (a “Minor”), you must get your Parent’s permission to enter. Please refer to Section 6 and 7 of the Rules if you are under 13 years of age for information about the registration and entry process.

Instructions on how to upload your Entry (as defined below in Section 4) are described below in Section 7. Uploading your Entry is free of charge, but normal Internet access and usage charges imposed by your on-line and/or mobile service provider will apply.

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 the Prize (as defined in Section 9 below) is subject to the eligibility and forfeiture provisions set forth herein. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. OVERVIEW OF CONTEST:

Phase 1/ Entry Phase (“Entry Phase”): Contest begins at 12:00 PM (noon) PT, October 11, 2016, and ends at 11:59 AM PT, November 15, 2016 (“**Master Entry Period**”). Contest will consist of five (5) weekly entry periods (each a “**Weekly Entry Period**”) where you (as the “**Entrant**”) may enter each applicable Weekly Entry Period as described below. Up to fifteen (15) Winners (as defined below) will be selected for each Weekly Entry Period.

Contest	Weekly Entry Period		Winner Notification Date	TV Spot
	Start [each Tuesday at 12:00pm (noon)]	End (each Tuesday at 11:59 AM)		
Week 1	10/11/16	10/18/16	10/18/16	10/27/16
Week 2	10/18/16	10/25/16	10/25/16	11/3/16
Week 3	10/25/16	11/1/16	11/1/16	11/10/16
Week 4	11/1/16	11/8/16	11/8/16	11/17/16
Week 5	11/8/16	11/15/16	11/15/16	11/25/16

During the Master Entry Period, an Entrant may enter this Contest via the App or the Website by submitting a photograph (the “**Photo**”) of how the Entrant (if a Child only), or Entrant’s Child, takes the lead by showing strength, bravery or ambition, by being adventurous, innovative, or bold, or through creativity, compassion or courage (the “**Theme**”). In addition to the Photo, the Entry caption (“**Caption**”) should set the scene for and describe your Photo in less than 100 words. An “**Entry**” consists of a Photo and Caption together. Both Photo and Caption will be judged as part of the Entry. To be eligible, a Photo should include the Entrant (if a Child only) or Entrant’s Child and it may include up to six (6) other Participants (as defined below).

FOR PURPOSES OF THIS CONTEST, A “PARTICIPANT” REFERS TO INDIVIDUALS WHO HAVE RELATIONSHIPS WITH THE ENTRANT (I.E., THE CHILD OR PARENT SUBMITTING THE ENTRY) AND EACH OTHER THAT ARE CONSIDERED FAMILIAL OR CLOSE IN NATURE (E.G., NUCLEAR AND EXTENDED FAMILY MEMBERS, CLOSE FRIENDS, TEAMMATES, ETC.).

ALL INDIVIDUALS WHO APPEAR IN YOUR PHOTO MUST CONSENT TO BE INCLUDED IN THE CONTEST AND AGREE TO ALL USES PER SECTION 3 HEREOF. IF ANY INDIVIDUAL IS A CHILD THEN YOU MUST HAVE CONSENT FROM THEIR PARENT TO INCLUDE THEM IN THE PHOTO.

Sponsor shall make all eligibility determinations regarding the Entries and the individuals included in a Photo. See below for details regarding Photo content, formatting and other Entry requirements and restrictions, as well as the guidelines and Do's and Don'ts ("**Instructions**"). See Section 11[u] for more details on the use of Disney Intellectual Property ("**Disney IP**"). If you decide to include any Disney IP in your Entry, be advised that no use of any Disney IP, no purchase of accessories nor any visit to a Disney Park is necessary to enter this Contest or will increase your chances of winning this Contest.

Limit one (1) Entry per Member per Weekly Entry Period, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. Non-winning Entries from each Weekly Entry Period will roll over into subsequent Weekly Entry Periods. Each Entry must be unique, and you cannot submit the same Entry 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 Entries will be disqualified. In the event that the same Entry is received from more than one (1) Entrant, the Entry will be deemed to be submitted by the first Entrant who the Entry was received from. In the event that more than one (1) Entry is received from an Entrant within the same Weekly Entry Period, only the first Entry received will be accepted. For purposes of these Rules, a "Week" begins at 12:00 PM PT on each Tuesday during the Master Entry Period and ends at 11:59 AM PT, each Tuesday during the Master Entry Period.

What the Judges are looking for: Entry should show how Entrant or their Child is a leader like Elena. This can be shown by submitting Photos depicting how Entrant or their Child takes the lead by showing strength, bravery or ambition, by being adventurous, innovative, or bold, or through their creativity, compassion or courage and may feature other Participants. Sponsor's appointed panel of judges ("**Judges**") will score the eligible Entries based on the following judging criteria ("**Criteria**"): Creativity (40%); Relevance to Theme (40%), and Personality (20%).

Phase 2/ Winner Selection ("Judging Phase"): During each Weekly Entry Period, the Judges will score the eligible Entries for that Weekly Entry Period along with the non-winning Entries from prior Weekly Entry Periods based on the Criteria above to select up to fifteen (15) potential winners (each, a "**Winner**"), subject to verification and compliance with these Rules and Sponsor's Terms of Use, located at <http://disneytermsofuse.com> ("**TOU**").

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.

5. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES: Follow the Instructions below in these Rules (also available on the App and Website) to create your Entry. Entries should adhere to all specifications included in these Rules. Any Entry that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor in its sole

discretion. All Entries must be received during the Entry Period. Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest.

DO's & DON'Ts

Do's...

- **Do protect your privacy.**
Please don't include any last names or other personal information in your Photo or Caption. Also, don't include any names and/or likenesses of any person(s) other than individuals who have consented to be included in the Contest and who have relationships with you and each other that are considered familial or close in nature.
- **Do be original.**
Entry has to be 100% original, except for any Disney IP (which is optional), so feel free to put your own spin on it.
- **Have fun!**
Make sure you show off your "leader" in your Photo!

Don'ts...

- **Don't show any brands or logos.**
Avoid visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.
- **Don't be rude or profane.**
Avoid rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't wear revealing clothing or display suggestive movements.**
- **Don't submit a Photo that is too big or in the wrong format or a Caption that is too long.**
Photo must be less than 10MB in file size and in .jpg format. Caption must be 100 characters or less.

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.

CONTEST ENTRY REQUIREMENTS/LIMITATIONS:

- a. The Entry must be authorized. This means that you must have the legal right and any permissions necessary to submit the Photo and Caption into the Contest. By submitting the Photo, you/your Parent (as applicable) hereby represent that you have all rights necessary to submit the Entry, distribute the Photo through the Website, App or any other website and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of any person who appears in your Photo (including the photographer, if other than you) granting the Entrant the right to include such person in the Photo (if any Participant is a Child then you must have consent from their Parent); and consenting to the submission and use of the Photo in the Contest and to its use as set forth herein. Potential Winners **must** furnish proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Winner as set forth in Section 8 below. Should a potential Winner fail to furnish such proof in a form acceptable to Sponsor, Entrant/potential Winner understands and agrees that he/she will be disqualified from being a Winner and will forfeit the opportunity to possibly win a prize.
- c. As set forth in Section 3, any person who appears in your Photo must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of any Disney IP you might include (which is optional), the Entry 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.
- e. The Entry 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 but not limited to 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 Entry must not violate these Rules or the TOU.
- f. The Entry must not disparage the Entities.

- g.** With the exception of any Disney IP you may use in your Entry (which is optional), you/your Parent (as applicable) represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Photo; (ii) you/your Parent have the full and exclusive right, power and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other contest(s) and it has not won any previous awards or prizes; and (v) the full use of the Entry 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.

If Sponsor believes that the Entry does not comply with the TOU, these Rules or that the Entry 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 Entry at any time. Sponsor's decisions regarding the Entries is final and binding and not subject to challenge or appeal.

6. HOW TO REGISTER AS A MEMBER: As a Member of Disney.com, you may enter the Contest by logging in to the Website or the App with your user name ("**User Name**") or email address ("**Address**") and password and following the Instructions set forth above. You may download the App for iPhone®, iPad® and iPod Touch® (iOS 7.0 or later) as well as Android mobile devices, available for free at the App Store or Google® Play Store respectively. There is no charge to enter, 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 Website or App and registering by providing the requested information on the registration form through the "Create Your Disney Account" section on the Website or App. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the TOU. Upon becoming a Member, you may enter the Contest by following the Instructions in Section 4 above. If you are a Parent of a child under the age of 13, and your child has not previously registered, 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 and/or App, 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. It is your sole responsibility to notify Sponsor if you, as an Entrant, change your Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your Disney.com account (from your computer only) with your User Name/Address and password, click on "Modify" and follow the instructions on how to change the Address.

7. HOW TO SUBMIT YOUR ENTRY: Once you have taken your Photo, submit your Entry by completing the following on either the Website or the App: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name; **(c)** fill in a Caption of 100 words or less where indicated; and **(d)** click the "Select a file to upload" button or other similar button to upload your Photo and Caption and submit your Entry.

If you are 13 or older, you will be agreeing to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects. Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Entry submitted by you. Thereafter, your Entry will be moderated for possible inclusion on the Website and/or App.

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 TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects, on behalf of himself/herself and on your behalf, and grant Sponsor permission to email your Parent's Address regarding the possible use in any media of any Entry submitted by you. If your Parent does not take these steps, your submission will be considered ineligible for the Contest. Once your Parent takes these steps, your Entry will be moderated for possible inclusion to be posted on the Website and/or App. If your Entry passes moderation and is chosen for possible inclusion on the Website and/or App, your Parent will receive an additional email to provide high-level verifiable consent to display the Entry on the Website and/or App 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 Entry will not be eligible to be entered into the Contest or posted on the Website and/or App or elsewhere.

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

By entering the Contest, and without limitation of any other terms herein or as part of the TOU, each Entrant (or their Parent if they are a Child) understands and agrees that eligible Entries received by Sponsor may be posted, in whole or in part, on the Website, App and/or other platforms for public viewing at any time; such posting has no effect on the judging of Entries. Entrants understand and agree that Entries may be formatted, edited or otherwise converted in order to be viewable on the Website. Sponsor reserves the right to remove any such posted Entry at any time and for any reason, without liability of any kind. Sponsor may but are not obligated to post Entries on the Website, App or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Entrant releases and agrees to hold harmless the "Released Parties" (as defined below) from any and all liability associated with possible posting (or, conversely, non-posting) of his/her Entry, including his/her express acknowledgment that if posted, posting of the Entry does not constitute any representation by Sponsor as to Contest eligibility. FOR ALL POSTED ENTRIES, THE PHOTOS/CAPTIONS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

8. WINNER NOTIFICATION PROCESS/ WINNER ANNOUNCEMENT: On or about the "Winner Notification Date" (listed in the chart above), a potential Winner (as defined below) will

be notified by email (“**Email Notification**”) at the Address associated with the Member account to verify their identity and eligibility. Potential Winners will be required to complete, sign and return within forty-eight (48) hours of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification, and a Publicity Release (“**Affidavit/Release**”), where allowed by law, as well as any release(s) from person(s) including Participants who appear in or were involved in the creation of the Entry (if and as applicable) (collectively, “**Winner Documents**”).

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Winner (as defined below) 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 execute and return all Winner Documents within forty-eight (48) hours of transmission; **[d]** a potential Winner’s failure to provide Sponsor with satisfactory proof of eligibility, and **[e]** any other non-compliance with these Rules or the TOU. In the event of a disqualification or Prize (as defined below) forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Winner (time permitting).

Following the conclusion of each Weekly Entry Period, and only after receipt of completed Winner Documents, the relevant Weekly Prize Winners (as defined below) will be announced on the Website.

All federal, state and local taxes are solely the responsibility of each Winner (as defined below).

9. PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):

There will be up to fifteen (15) weekly prize winners (“**Weekly Prize Winner**” or “**Winner**”) for each Weekly Entry Period for a total of up to sixty (60) Prizes (defined below) awarded. Each Weekly Prize Winner will have their Photo and/or Caption featured on the Website and on Disney Channel’s website and/or social media channels and in a TV spot on Disney Channel (“**Prize**”). Total ARV of all Prizes: \$0

Prizes are 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. Prizes will be awarded provided a sufficient number of eligible Entries are received, and Prizes are validly claimed by November, 25, 2016, after which date no alternate Winners will be selected, nor unclaimed Prizes awarded. Prize is subject to verification of eligibility, execution of an Affidavit/Release, and compliance with these Rules and the TOU.

10. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Contest is subject to Sponsor’s privacy policy located at <https://disneyprivacycenter.com> (“**Privacy Policy**”).

11. CONDITIONS: By entering this Contest and/or accepting any Prize you may win, you agree and represent that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]** you will abide by and be bound by the Rules, the Administrator’s and Sponsor’s decisions (which shall be final and binding in all respects), Privacy Policy and TOU; **[c]** 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 awarding, delivery,

acceptance, use, misuse, possession, loss or misdirection of a Prize; participation in this Contest or any Prize-related activity or travel; or any interaction with, or downloading of, computer information; **[d]** 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), and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to this Contest or Prizes; **[e]** acceptance of a Prize constitutes the grant to Sponsor, and its and their assigns of an unconditional right to use a Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about this Contest for any programming, publicity, advertising and Promotional purposes throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[f]** 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/Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor/Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend this Contest; and in such event, to select Winners by such method as Sponsor/Administrator in its sole discretion shall consider equitable; **[g]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; **[h]** any portion of a Prize not accepted or used by any Winner will be forfeited; **[i]** the Releasees are not responsible for any inability of any Winner to accept or use a Prize (or any portion thereof) for any reason; **[j]** the Sponsor and Administrator have the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(i)** tampering or attempting to tamper with the submission process or the operation of this Contest or the Website; **(ii)** violating the Rules; **(iii)** violating the TOU, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any property or service; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor and Administrator; **[k]** Sponsor and the Administrator have the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Contest; **[l]** since any attempt by any individual to damage the Website and/or App or undermine the legitimate operation of the Contest or the Website and/or App is a violation of these Rules as well as criminal and civil laws, and should Sponsor or Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[m]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the Contest, the meaning or interpretation of the Rules or any Prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within the borough of Manhattan, in the State of New York; notwithstanding anything to the contrary contained in this Section 11 **[n]**; **[n]** all Claims shall be resolved individually, without resort to any form of class action; **[o]** 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 Entrant be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waive all

rights to have damages multiplied or otherwise increased; **[p]** Administrator and Sponsor have the right to modify Prize award procedures at their sole discretion; **[q]** the Releasees are not responsible for the cancellation, postponement or unavailability of any element of the Prize, and if such occurs, the Prize will be awarded without that element of the Prize; **[r]** in the event of a dispute as to the identity of a Winner based on the Address, the winning Entry 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; **[s]** the Website and/or App contain 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 reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website and/or App, including its interface, in whole or in part and 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; **[t]** you grant to Sponsor: **[i]** 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 Entries; and **[ii]** 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 Entry, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor's website and third-party websites 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; **[u]** if your Entry includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to create the Entry using 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 Entry (if such rights are not assigned to Sponsor, your license to create the Entry using Disney IP shall be null and void); **[v]** creative ideas, suggestions or other materials Entrant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Entrant and Sponsor in any way, and that the Entrant has no expectation of review, compensation or consideration of any type, and **[w]** Sponsor, Administrator and its third-party vendors engaged to implement this Contest are authorized to display on the Website and/or App, in connection with the Contest and thereafter, the Entries and any comments.

12. RULES & WINNERS LIST: For a copy of the Winners list (after November 15, 2016 and before December 2, 2016) and/or Rules (before November 15, 2016), send a self-addressed, stamped envelope to: #:LeadLikeElena Contest Winners/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either Winners List or Rules. A copy of the Rules may also be obtained by printing this web page.

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