

**SING US “A COVER”: MARY POPPINS RETURNS CONTEST
OFFICIAL RULES (“Rules”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. WINNERS MUST BE ABLE TO TRAVEL BEFORE APRIL 30, 2020.

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

2. ADMINISTRATOR: LeadDog Marketing Group, Inc., 440 9th Avenue, 17th Floor, New York, NY 10001., an independent judging organization whose decisions are final and binding with respect to the Contest (“**Administrator**”).

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must: **[a]** be eighteen (18) years of age or older (or have reached the age of majority in his/her primary state of residence, whichever is older); **[b]** be a legal resident of, and physically residing in one (1) of the forty-eight (48) contiguous 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 parent, 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, **[e]** do not have any contractual relationships which could interfere with or prohibit you from entering and fully participating in the Contest (Sponsor retains the right to determine in its sole discretion if an existing agreement represents a conflict); and **[f]** if you are selected as the Winner (as defined below in Section 8), be willing to have your Entry (as defined below in Section 4) published on the Contest website located at <http://partners.disney.com/sing-us-a-cover-contest> (“**Website**”) following the conclusion of the Contest 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 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.

Instructions on how to upload your Entry 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. BRIEF OVERVIEW OF CONTEST: This Contest is being conducted in two (2) phases as follows:

Phase 1 / Entry Phase (“Entry Phase”): During the period commencing on or about 12:00 PM (noon) (PT), March 8, 2019, and ending at 11:59 PM (PT) March 29, 2019 (“**Entry Period**”), you may enter the Contest by creating and submitting your user-generated video (“**Video**”) of at least forty (40) seconds and no more than one (1) minute in duration. You may enter the Contest either as a soloist (“**Soloist**”) or as part of a duet with another person (for a total of two (2) total members including yourself) (a “**Duet**”). If more than two (2) people appear in a Video, Entry may be disqualified at Sponsor’s sole discretion. Each person appearing in a Video are collectively and individually referred to herein as “**Contestant(s)**”. In the Video, the Soloist or the Duet will sing a designated section of a “Cover Is Not the Book” from the major motion picture *Mary Poppins Returns* (“**Song**” or “**Song Material**”), pursuant to the instructions outlined in Section 5 of these

Rules and posted on the Website, along with any other required information (each, an “Entry” and collectively, “Entries”). You may include an introduction (“Introduction”) as part of your Video, but this is not required, nor will the inclusion of an Introduction in any way enhance your odds of winning a prize. If you do include an Introduction, only use your first name(s) and do not include any personal information. All uses of the word “Video” in these Official Rules (as used in conjunction with Entries) includes the accompanying Introduction as well (if applicable).

Posted on the Website will be a lyric sheet with the lyrics from the designated section of the Song (“Lyric Sheet”) as well as an Instrumental version of the Song (“Instrumental Version”). **Contestant may not use any other versions other than the provided Instrumental Version of the Song in their Entry including but not limited to what is used in the original cast recording of *Mary Poppins Returns*.** Contestants may only sing-a-long to the Instrumental Version or sing A-Capella. Contestants may play accompanying instrument(s) in their Video. Contestants may only sing the specified lyrics from the designated section of the Song. If a Contestant changes, adds, removes lyrics or sings a different section of the Song from what is designated on the Lyric Sheet, Entry may be disqualified at Sponsor’s sole discretion. Additionally, there will be an example entry video posted for instructional purposes only (“Example Entry Video”). **Do not use the video or audio from the Example Entry Video within your Entry.** Entries must be appropriate for PG audiences as determined by Sponsor.

Videos must be at least forty (40) seconds and no more than one (1) minute in duration. Videos that are less than forty (40) seconds may be disqualified. If a Video exceeds one (1) minute, the first minute will be judged or Sponsor, at its sole discretion, reserves the right to disqualify such Entry. Videos must be submitted using one of the following formats (“Format”): .avi, .mov, .3gp, .mp4, .mpg, and .m4v with a file size no larger than 200 MB (“File Size”).

ALL INDIVIDUALS WHO APPEAR IN THE VIDEO MUST BE EITHER THE SOLOIST OR MEMBERS OF THE DUET (EACH DUET MAY CONSIST OF A MAXIMUM OF TWO (2) CONTESTANTS TOTAL) AND BY ENTERING EACH CONSENTS TO BE INCLUDED IN THE VIDEO AND THE CONTEST AND BY ENTERING EACH AGREES TO ALL USES PER SECTION 3 HEREOF. SOLOISTS OR MEMBERS OF A DUET MUST BE 18 OR OLDER OR HAVE REACHED THE AGE OF MAJORITY IN HIS/HER PRIMARY STATE OF RESIDENCE, WHICHEVER IS OLDER.

Sponsor shall make all eligibility determinations regarding the Entries and the individuals included in a Video. 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 aside from the Song (e.g., character costumes), please note that no use of any Disney IP, nor purchase of accessories nor any visit to a Disney Park is necessary to enter this Contest nor will it increase your chances of winning this Contest.

Limit one (1) Entry per Member or per Duet, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. For the avoidance of doubt both Contestants in a Duet may not submit the same Video. In the event that the same Entry is received from more than one (1) Contestant, the Entry will be deemed to be submitted by the first Contestant who the Entry was received from. 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.

Phase 2 / Winner Selection (“Judging Phase”): The Judges (as defined below) will score the eligible Entries based on the Criteria below by on or about April 19, 2019 in order to select the potential winners (“Winner(s)”), subject to verification and compliance with these Rules and Sponsor’s Terms of Use, located at <http://disneytermsofuse.com> (“TOU”).

What the Judges are looking for: Your Entry should utilize original, creative performance techniques. Sponsor's appointed panel of judges consisting of employees of Sponsor ("**Judges**") will score the eligible Entries based on the following criteria ("**Criteria**"): Musical Talent (50%), Personality and Style (25%) and Creativity (25%).

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criterion – Musical Talent. 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 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. *First names only.***
Please avoid any last names or other personal information in your Entry. Also, only include first names and/or likenesses of each person in your Duet, if you performed as a Duet.
- **Do read the Lyric Sheet on the Contest site.**
- **Do be creative with your performance, but make sure you sing the correct lyrics.** Remember, you can sing without any music, or you can sing along with the Instrumental Version or while playing a musical instrument, but no other background music can be used in your Submission and the lyrics should not be changed. Otherwise, your Entry has to be 100% original.
- **Have fun!**

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 include more than two (2) people total (including yourself) in your Entry if you are performing as a Duet.** You may only include yourself if you are performing as a Soloist.

- **Don't be rude or profane.**
Avoid rude gestures and other inappropriate stuff, and for your safety, don't try any risky moves or perform any dangerous stunts.
- **Don't wear revealing clothing or display suggestive movements.**
- **Don't go too long...or too short and be sure to use the right Format and File Size**
40 second minimum! 1 minute max! File Size no larger than 200 MB; acceptable Formats: .avi, .mov, .3gp, .mp4, .mpg and .m4v.

Filmmaker 101 Suggestions

- **Shoot in Landscape or Widescreen mode.**
Try to hold the camera so your Video comes out wider than it is tall, like a movie screen, 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, 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.

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 Video into the Contest. By submitting the Video, you hereby represent that you have all rights necessary to submit the Entry, distribute the Video through the Website 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 Video (including the videographer, if other than you) granting the Contestant the right to include such person in the Video; and consenting to the Entry and use of the Video in the Contest and to its use as set forth herein. Potential Winner **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 the potential Winner fail to furnish such proof in a form acceptable to Sponsor, Contestant understands and agrees that he/she will be disqualified from being a Winner and will forfeit the opportunity to possibly win the Prize (as defined in Section 9 below).

- c. As set forth in Section 3, any person who appears in your Video must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of the Song Material, 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. With the exception of the Song Material, the Entry must not contain any other music, and the Entry must not change the lyrics in the Song Material.
- f. The Entry must meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, Format, duration, File Size, standards and practices requirements and any other specifications.
- g. 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 Videos 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.
- h. The Entry must not disparage the Entities.
- i. With the exception of the Song Material incorporated in the Entry, you represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Video; (ii) you 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 Prize (as defined in Section 9 below); 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 with your user name ("**User Name**") or email address ("**Address**") and password and following the Instructions set forth above. 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 "Create Your Disney Account" section on the Website. 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. It is your sole responsibility to notify Sponsor if you, as a Contestant, 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 created your Video, submit your Entry by completing the following on the Website: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name, and **(c)** click the "Select a file to upload" button or other similar button to upload your Video and submit your Entry.

You will be asked to check a box agreeing to the TOU, to these Rules and the Privacy Policy (defined below) 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.

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 Entry 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 Contestant understands and agrees that eligible Entries received by Sponsor may be posted, in whole or in part, on the Website and/or other platforms for public viewing at any time; such posting has no effect on the judging of Entries. Each Contestant understands and agrees 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 is not obligated to post Entries on the Website or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Contestant releases and agrees to hold harmless the "Released Parties" (as defined in Section 11) 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 VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

8. WINNER NOTIFICATION PROCESS: On or about April 22, 2019, potential First Prize and Grand Prize winners (collectively "Winners") will be notified by email ("**Email Notification**") to the

Address associated with their Member accounts to verify their identity and eligibility. If a potential winning Entry is a Duet, both Contestant's identity and eligibility must be verified. The potential Grand Prize winner (both Contestants if Duet) will be required to complete, sign and return within five (5) business days of date of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification and Publicity Release ("**Affidavit**"), and where allowed by law, and any applicable tax form(s), (collectively, "**Grand Prize Winner Documents**").

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Winner may result from any of the following, without limitation: **[a]** potential Winner's failure to respond to Email Notification within 3 business days after its transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** potential Grand Prize Winner's failure to execute and return all Winner Documents within five (5) business days of date of transmission; **[d]** potential Winner's failure to provide Sponsor with satisfactory proof of eligibility, **[e]** potential Grand Prize Winner's failure to take the Trip (as defined in Section 9) on dates specified by Sponsor prior to April 30, 2020, and **[f]** 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).

All federal, state and local taxes are solely the responsibility of the Winners.

9. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"):

FIRST PRIZE (FOUR [4] WINNERS): Each First Prize Winner will receive one (1) "Mary Poppins Returns" Blu-ray Multi-screen Edition. **If a First Prize winner is a Soloist they will receive one (1) Blu-ray Multi-screen Edition however, if a First Prize Winner is part of a Duet, then they will receive two (2) Blu-ray Multi-screen Editions, one (1) for each Contestant. ARV of each Blu-ray Multi-screen Edition: \$23.50**

GRAND PRIZE (ONE [1] WINNER): Grand Prize winner will receive a 3-day/2-night trip ("**Trip**") for Grand Prize winner and up to three (3) guests (collectively, "Group") to Hollywood, CA to visit and tour Walt Disney Studios Lot. **If the Grand Prize winner is a Soloist, Grand Prize winner may select up to three (3) guests, however, if the Grand Prize Winner is part of a Duet, then the Trip must be shared with the other Duet member who will count as an allotted guest.** Trip consists of: round-trip economy class air transportation for up to four (4) people from a major commercial airport (as selected by Sponsor) near Grand Prize winner's legal U.S. residence (as applicable) in the continental U.S. ("**Airport of Origin**") to the Los Angeles International Airport; two (2) nights, hotel accommodations (one room, quadruple occupancy) in hotel selected by Sponsor in its sole discretion; round-trip ground transportation between Los Angeles International Airport and hotel; round-trip ground transportation between hotel and Walt Disney Studios; a guided tour of Walt Disney Studios in Burbank CA for up to four (4) people and \$500.00 (to be awarded in the form of a gift card). **ARV of the Grand Prize is \$4,280.00.**

For the avoidance of doubt, Grand Prize winner will NOT also receive a First Prize.

The actual value of the Grand Prize may vary depending on city of departure, date and times of travel and airfare fluctuations at the time of travel booking. Therefore, the actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. If Grand Prize winner lives within approximately 150 miles of Los Angeles (as determined by Sponsor in its sole discretion), he/she will receive, in lieu of air transportation, round-trip ground transportation between winner's home and the hotel and no additional compensation relating to transportation will be provided. If the actual value of the Grand Prize is less than the stated ARV, the difference will not be awarded.

Grand Prize Trip must be taken before April 30, 2020. Tour of the Walt Disney Studios Lot is not available on nights, weekends or holidays. Grand Prize winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure. Sponsor will attempt to accommodate Grand Prize winner's preferred itinerary,

but all specifics thereof will be at Sponsor's discretion. If Grand Prize winner cannot travel on dates specified by Sponsor, the Grand Prize will be forfeited, and the Grand Prize will be awarded to an alternate winner (time permitting) to the Entry with the next highest score. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. All expenses not specifically mentioned herein are not included and are solely the Grand Prize winner's responsibility, including but not limited to: round trip transportation between the Grand Prize winner's residence and any Airport of Origin, alcoholic and non-alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, excursions, souvenirs, spa services, telephone calls and some additional taxes which are not expressly included in the Trip. Travel and lodging may be subject to availability, certain restrictions, holiday/blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor no stopovers are permitted on tickets issued as part of the Grand Prize; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining Trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Grand Prize winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Grand Prize cannot be used in conjunction with any other promotion or offer.

Grand Prize winner and his/her guests must travel together on the Trip, on the same itinerary, and must travel from major airport closest to the Grand Prize winner's residence, as determined by Sponsor, in its sole discretion. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, etc.) before departure. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided with the Grand Prize). Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Grand Prize winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If Grand Prize winner and guests cannot comply with these restrictions or any other portion of these Rules, the Grand Prize will be forfeited in its entirety and the Grand Prize will be awarded to an alternate winner (time permitting) to the Entry with the next highest score. Flight details are subject to availability and airline carrier's regulations and conditions apply. If any portion of the Grand Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Grand Prize with another prize of comparable or greater value.

Grand Prize winner's guests (if guest is a minor, his/her Parent) must sign and return a Release and Indemnification and a Publicity Release (where allowed by law) prior to issuance of any travel documents. If any guest or the Grand Prize winner is a minor, he/she must be accompanied on the Trip by his/her Parent, who will be counted as an allotted guest (unless such parent is the Grand Prize winner) on the Trip. Trip is for Grand Prize winner and up to three (3) guests of the Grand Prize winner's choosing. If Grand Prize winner chooses to bring less than three (3) guests, Grand Prize will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to the Grand Prize winner.

There is no retail value associated with the tour portion of the Grand Prize. In the event the Grand Prize winner is able to participate in the Trip as scheduled but the tour of the studio portion does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, location changes, an event of force majeure, or for any other reason, Sponsor reserves the right to award the remainder of the prize with no further obligation to the Grand Prize winner.

In the event the Grand Prize winner and/or his or her guests engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her guests home with no further compensation. Grand Prize winner and his/her guests agree to comply with additional codes of conduct that may apply to certain elements of Grand Prize; for example, behind-the-scenes access to Walt Disney Studios.

Any costs and incidentals not specified herein are the winners' sole responsibility.

FOR ALL PRIZES: Prizes are not redeemable for cash or transferable. No substitutions allowed, except Sponsor reserves the right to substitute any prize or portions thereof with a prize of equal or greater value if an element listed or any portion thereof is unavailable for any reason. Prize elements may not be separated, and Sponsor and Administrator disclaim any and all liability in conjunction therewith. All Prizes will be awarded provided a sufficient number of eligible entries are received. **All taxes are the sole responsibility of the winners and the Grand Prize winner will receive a 1099 tax form reflecting actual total fair market value of Grand Prize.** Non-residents of California are subject to the California withholding tax of 7% of the Prize value, when applicable. Said tax of \$280.00, if applicable, will be paid for by Sponsor."

10. 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").

11. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION CONDITIONS: By entering this Contest and/or accepting a Prize, 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 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, 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 including 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 Released Parties do not make any representation, warranty or guarantee, express or implied, relating to this Contest or a Prize; **[e]** acceptance of a Prize constitutes the grant to Sponsor, and its and their assigns of an unconditional right to use the Winners' and, if applicable, Duet member'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 Released Parties 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 the Grand Prize not accepted or used by the Grand Prize winner will be forfeited; **[i]** the Released Parties are not responsible for any inability of a 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 or undermine the legitimate operation of the Contest or the Website 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 the 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 **[m]**; **[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 Released Parties are not responsible for the cancellation, postponement or unavailability of any element of a Prize, and if such occurs, a 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 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 reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, 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, Instagram, 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; [w] Sponsor, Administrator and its third-party vendors engaged to implement this Contest are authorized to display on the Website, in connection with the Contest and thereafter, the Entries and any comments; [x] the Released Parties are not responsible for the cancellation, postponement or unavailability of the Trip, and if such occurs, the Grand Prize will be substituted with a Prize of equal or greater value; [y] 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 a Prize ("**Fulfillment Film**"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film 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; [z] Sponsor's use of the Fulfillment Film 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; [aa] Sponsor shall have the right to make such changes to the Fulfillment Film 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 Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; [bb] Prizes cannot be sold, nor can a potential Grand Prize Winner charge guests for participating in the Trip; and [cc] If the Trip has already commenced and there is an event of Force Majeure, then Sponsor and/or Administrator have the right, in their sole discretion, to terminate the Trip and return the Grand Prize Winner and guests to any Airport of Origin as soon as reasonably possible.

12. WINNERS' LIST: For the names of the Winners send a self-addressed, stamped envelope to: Sing Us "A Cover": *Mary Poppins Returns* Contest Winners, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001. All requests must be received by May 10, 2019.

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