

## HAKUNA MATATA CONTEST OFFICIAL RULES (“Rules”)

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. MINORS MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. CONTESTANTS MUST COMPLETE AND SUBMIT ENTRY FORM TO FINALIZE ENTRY. CONTESTANTS MAY SING A-CAPELLA OR WITH ACCOMPANYING INSTRUMENTS, BUT MAY NOT USE AUDIO FROM *THE LION KING* IN THEIR ENTRY.**

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

**2. CONTEST ADMINISTRATOR:** Ventura Associates International LLC, 60 East 42<sup>nd</sup> Street, Suite 650, New York, NY 10165, 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 thirteen years of age or older and a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia (“**Territory**”); **[b]** 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, **[c]** 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 **[d]** be willing to have your Entry (as defined below in Section 4) published on the Contest website located at <https://ohmy.disney.com/news/2017/07/25/hakuna-matata-contest/> (“**Website**”) and the Oh My Disney blog, and if you are selected as one of the Winners (as defined below in Section 8) be willing to have your Entry combined in a mashup video (“**Mashup Video**”) which will be shown online during and/or 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.

For the avoidance of doubt, the above categories of ineligible persons refer to both the Contestant (as defined in section 4 below) as well as other members of

the Team appearing in the Video (if applicable and as defined in section 4 below) submission in any way.

**If you are a minor (“Minor”) as defined by your state of residence, please get your parent’s or legal guardian’s (“Parent”) permission to enter,**

Instructions on how to upload your Entry are described below in Section 6. 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.

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:

For purposes of these Rules, all times and days are PT. Sponsor’s computer is the official time-keeping device for the Contest, and the awarding of the Prize (as defined in Section 8 below) is subject to the eligibility and forfeiture provisions set forth herein. In the event of any discrepancy or inconsistency between the terms of these Rules, Terms of Use (“TOU”), located at <http://disneytermsofuse.com>, the terms of these Rules shall govern.

**Phase 1 / Entry Phase (“Entry Phase”):** During the period commencing on or about 12:00 PM (noon) (PT), July 25, 2017, and ending at 11:59 PM (PT) August 9, 2017 (“**Entry Period**”), you may compete for the chance to win one (1) grand prize or four (4) first prizes (see Section 8 for more details) as follows.

### **Step 1**

[a] create a video (“**Video**”) (of no less than fifteen (15) seconds and no more than sixty (60) seconds in duration) in which you or your Team (as defined below) sings their favorite **verse and/or chorus** of “Hakuna Matata” from *The Lion King* (“**Song**” or “**Song Material**”) a-capella or with accompanying instrument(s), but you may not use audio from *The Lion King* or any other versions of the Song in their Entry, including but not limited to what is used in the film, musical or CD versions;

[b] follow the instructions (“**Instructions**”) and do’s and don’ts (“**Do’s and Don’ts**”) within Section 5 these Rules and posted on the Website to create your Video;

[c] post your Video using Instagram including the hashtag #HakunaMatataContest (“**Hashtag**”) (see more details in Section 6);

## **Step 2**

[d] If your Video complies with these Rules and passes moderation, then check your Instagram account for a comment from Sponsor with a link to complete your entry; and

[e] complete and submit the entry form.

You may enter the Contest as either (i) a solo performer, or (ii) as part of a team with two (2) other people (for a total of three (3) total members including yourself) (a “**Team**”). Each person appearing in your Video, whether a solo contestant or a Team, are collectively and individually referred to herein as “**Contestant(s)**”. Your posted Video with Hashtag and submitted entry form constitute one (1) entry into this Contest (each, an “**Entry**” and collectively, “**Entries**”).

Lyrics for the Song will be posted on the Website. **Contestant may sing a-capella or with accompanying instrument(s) either alone or with his/her Team members (if applicable), but may not use audio from *The Lion King* or any other versions of the Song in their Entry, including but not limited to what is used in the film, musical or CD versions.** Entries must be appropriate for PG audiences as determined by Sponsor.

**Videos must be no less than fifteen (15) seconds and no more than sixty (60) seconds.** Video must be submitted in a format compatible with Instagram’s technical limitations.

**ANY OTHER INDIVIDUAL WHO APPEARS IN YOUR VIDEO MUST BE A MEMBER OF YOUR TEAM AND MUST CONSENT TO BE INCLUDED IN THE VIDEO AND THE CONTEST AND MUST AGREE TO ALL USES PER SECTION 3 HEREOF. IF ANY MEMBER OF YOUR TEAM IS A MINOR, THEN YOU MUST HAVE CONSENT FROM THEIR PARENT TO INCLUDE THEM IN THE VIDEO AND IN THE CONTEST. EACH VIDEO MAY CONSIST OF A MAXIMUM OF THREE (3) PEOPLE TOTAL.**

Sponsor shall make all eligibility determinations regarding the Entries and the individuals included in a Video. See Section 10[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 Contestant/Team**, regardless of whether a person has more than one (1) Instagram account or more than one person uses the same Instagram account. 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 Instagram 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) Contestant, the Entry will be deemed to be submitted by the first Contestant who the Entry was received from.

**Phase 2 / Winner Selection (“Judging Phase”):** The Judges (as defined below) will score the eligible Entries based on the Criteria below by August 16, 2017 in order to select the potential winners (or potential winning Teams) (“**Winner(s)**”), subject to verification and compliance with these Rules and Sponsor’s 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 (40%), Personality and Style (30%) and Creativity (30%) to choose the top five (5) Entries as potential Winners (as defined below in Section 7). One (1) Grand Prize will be awarded to the highest rated Entry and four (4) First Prizes will be awarded to the next four (4) highest rated Entries.

**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 get your Parent’s permission if you are a Minor, to shoot and/or appear in the Video and to enter the Contest.** If you are a Minor, you must get permission from a Parent before shooting and/or appearing in the Video and entering the Contest. Each person who is seen or heard in the Video (either solo or as a Team) who is a Minor, must have their Parent’s permission to participate in the Video and to enter the Contest.
- **Do protect your privacy. *First names only.*** Please avoid any last names or other personal information in your

Entry. Also, only include names and/or likenesses of person(s) who have consented to be included in the Contest.

- **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 while playing a musical instrument, but no other background music can be used in your Submission and the lyrics cannot 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 three (3) people total (including yourself) in your Entry.**
- **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 short or too long.**  
15 seconds minimum; 60 seconds maximum!
- **Don't include any image or video content that does not belong to you.**

### **Filmmaker 101**

- **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 (if any Team member is a Minor then you must have consent from their Parent); 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 7 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 a Prize (as defined 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; 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.

- j. You are responsible for, and must have obtained, prior, written approval from any identifiable person (or such person's Parent if such person is a Minor) that appears in, is mentioned in, or otherwise contributed to the Entry (each a "**Third-Party Participant**") for you to include such person in the Entry. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) allowing use of such person's name, likeness or contribution in the Entry, and you and each Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, or you may be disqualified and rendered ineligible to receive a Prize (as defined below) in this Contest.

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 SUBMIT YOUR ENTRY:** Once you have created your Video, you may submit your Entry via Instagram. To enter, you must have or create an Instagram account. Membership on Instagram is free. After you have established your Instagram account (if you did not already have one), you may enter by doing all of the following: **[1]** signing into your Instagram account ("**Instagram Account**"); **[2]** posting your Video; **[3]** including Hashtag in the comment; and **[4]** making sure to post it publicly on Instagram during the Entry Period. To enter using this method of Entry, you must have a mobile phone or other wireless or electronic device that supports the Instagram application (or internet access) and has a digital camera feature. Data rates may apply. All incomplete or non-conforming Entries will be disqualified.

If your Instagram Account is set to "protected or private mode", your updates/responses will not be visible to Sponsor and, therefore, will not be received by Sponsor, resulting in your failure to enter the Contest. Please note that disabling "protected or private mode" will make all of your posts public and anyone will be able to follow you.

If everything was posted and entered successfully and passes moderation, you will receive a message thanking you for your Video submission and giving you instructions for how to continue the Entry process. You will be asked to complete an entry form which will ask you for your first and last name, email address and zip code. You will also be asked to agree to the TOU, to the Privacy Policy (as defined in Section 9 below), to these Rules and the decisions of the Sponsor, which are final and binding in all respects. 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, during and/or 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) for public viewing at any time; such posting has no effect on whether or not an Entry will be selected as a winning Entry. Contestants 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 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 10) 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. ALL POSTED ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

Your Entry will be moderated prior to any posting on the Website. If your Entry does not pass moderation, you will not be sent a link to complete an Entry form and your Video will not be included on the Website, and will not be eligible to be entered into the Contest. Entry by any method other than set forth above in Section 4 is void. Any use of automated or programmed methods of effecting entry is prohibited.

If you are selected as a Winner and post online about the products or services you received as a part of the Prize (as defined below), you will disclose your relationship with Disney or Disney products or services in such online posts by including the statement "I received a prize from Disney" and the Hashtag in any such online posts.

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.

**7. WINNER NOTIFICATION PROCESS:** On or about August 17, 2017, the potential Winners will be notified by email (“**Email Notification**”) to the email address (“**Address**”) provided on their entry form to verify their identity and eligibility. If your Address has changed since you entered the Contest, you are responsible for notifying the Sponsor at [support@disneyonline.com](mailto:support@disneyonline.com). Once mailing addresses are provided to Administrator, the potential grand prize winner (“**Grand Prize Winner**”) 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, any applicable tax form(s), as well as any release(s) from person(s) who appear in or were involved in the creation of the Entry (if and as applicable) (collectively, “**Winner Documents**”). First prize winners (“**First Prize Winners**”) will not be asked to complete any additional paperwork.

Grand Prize Winner and First Prize Winners may collectively be referred to herein as, the “**Winners**” or individually, a “**Winner**”).

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]** 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]** a potential Grand Prize Winner’s failure to execute and return all Winner Documents within five (5) business days of date of transmission; **[d]** a potential Winner’s failure to include the Hashtag in their Entry; **[e]** a potential Winner’s failure to provide Sponsor with satisfactory proof of eligibility, 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).

**8. PRIZES/APPROXIMATE RETAIL VALUES (“ARV”):**

**GRAND PRIZE (“Grand Prize”):** One (1) Grand Prize Winner (i.e., the Contestant/Team that created the highest rated Entry) will receive a three (3) day / two (2) night trip for six (6) to New York City, New York to see *The Lion King* on Broadway (“**Trip**”). Sponsor will attempt to accommodate Winner’s preferred show date for Trip, however, show dates are at Sponsor’s sole discretion. **If the Winner is part of a Team, then the Prize must be shared with the other Team members, each bringing one (1) Guest (as defined below) for a total of up to six (6) people.**

**If the Winner, or any Team member, is a Minor, the Winner and/or their Team member must be accompanied by his/her Parent who will count as one of the**

**allotted guests.** Trip consists of the following elements for up to six (6) people total (i.e., the Winner and up to five (5) guests (“**Guests**”)), (together with Winner, collectively, the “**Group**”): **[a]** round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major international commercial airport near Winner’s residence (“**Airport of Origin**”) and a New York City area airport (each as determined solely by Sponsor, with possible stopovers); **[b]** two (2) night hotel accommodations (three (3) rooms/double occupancy) during the Trip; **[c]** up to six (6) tickets to *The Lion King* on Broadway (seats as determined by Disney in its sole discretion); **[d]** roundtrip airport/hotel transfers; **[e]** roundtrip hotel/play transfers; **[f]** opportunity for a meet and greet with cast members of *The Lion King*; **[g]** one (1) swag bag including (i) one (1) The Lion King tote bag, (ii) one (1) leather-bound journal, (iii) one (1) water bottle, (iv) one (1) cast album, and (v) one (1) souvenir program; **[h]** one (1) blu-ray version of the film, *The Lion King*, and **[i]** opportunity for Winner’s Video (in whole or in part) to become part of a Mashup Video that will be exhibited on the Website and/or social media channels at discretion of the Sponsor. Mashup Video has no retail value.

If the Grand Prize is awarded to a nonresident of California, the Grand Prize Winner will be responsible for paying an estimated amount of **\$595.00** in payment of California non-resident tax payable as a result of winning the Grand Prize. ARV: **\$8,500.00** which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares.

**FIRST PRIZE(S) (“First Prize(s)”):** Four (4) First Prize Winners (i.e. the Contestant/Team that created the second through fifth highest rated Entries) will have the opportunity to have their Video (in whole or in part) become part of a Mashup Video that will be exhibited on the Website and/or social media channels at discretion of the Sponsor and will receive one (1) blu-ray version of the film, *The Lion King* (ARV: \$25.00). Total ARV of First Prizes: \$100.00.

Total ARV of all the Prizes: \$8,600.00.

“Prize” shall mean and refer to each Grand Prize and First Prize.

For Grand Prize:

All members of the Group: (i) will be required to execute and return a Release of Liability prior to participation in the Trip; (ii) are solely responsible for obtaining any and all necessary travel documents before departure (valid photo I.D., credit card, etc.); and (iii) are responsible for any picture identification requirements associated with air travel. Grand Prize Winner is required to have and present at least one major credit card in good standing in order to check-in. If any Guest is a Minor, he/she must be accompanied on the Trip by his/her Parent or legal guardian, who shall count as one of the potential Winner’s allotted Guests.

All expenses in connection with Trip not specifically mentioned herein are not included and are solely the Winner’s responsibility such as: activities and ground

transportation not expressly included in the Trip; meals; alcoholic beverages; airline baggage fees; customs and immigration fees; travel insurance; nursery charges; laundry service; spa services and other optional activities; local and long distance telephone calls; internet; merchandise and souvenirs; incidental expenses; additional tips and gratuities; income and other taxes; transportation between Winner's home and Airport of Origin; and all other costs and expenses not otherwise mentioned herein.

If Winner elects to take the Trip without Guests or fewer Guests than provided for in the Prize package, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Winner will not receive any compensation or substitute/alternate Prize for same. Once selected by Winner, Guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. The Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove any member of the Group from any activity at any time if such Group member's behavior at any point is disruptive or may or does cause damage to person, property or the reputation of Sponsor, or an affiliate, or otherwise violates the rules or policies of the Sponsor. The Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of any of Guests related to any Contest-related activity or travel. Any portion of the Trip not accepted by Winner will be forfeited. Trip components are subject to change without notice.

**Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. Trip must be booked at least 45 days in advance of travel departure date. Travel must occur by August 31, 2018, or the Prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Sponsor's sole discretion.**

If Group cannot travel on the dates specified by Sponsor upon booking the Trip, the Prize will be forfeited in its entirety, the Sponsor will have no further obligation to the Winner, and the Prize may be awarded to an alternate Winner who has the next highest score from the Judges. Flight details are subject to availability and airline carrier's regulations and conditions apply. Group must travel together on the same itinerary and must travel from the same Airport of Origin. No extensions will be granted. The Trip may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. None of the Released Parties are responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Prize with another Prize of equal or greater value.

Certain restrictions, as determined by Sponsor, may apply. If the Group cannot comply with these restrictions or any portion of these Rules, the Prize will be forfeited in its entirety and an alternate Winner may be chosen, if time permits.

All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not limited to income and withholding taxes), sales taxes) on or connected with a Prize, and the reporting consequences thereof, are solely the responsibility of the Winners. **If any Winner is a Minor, as defined by their state of primary residence, the applicable Prize will be awarded for the benefit of the Minor to his/her Parent, who will be solely responsible on behalf of the Minor for all applicable documents and taxes.** The Grand Prize Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. In the event of a disqualification or Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate Winner and award or not award the forfeited Prize, time permitting. Prize is subject to California non-resident withholding taxes if Winner is a non-resident of California, and Winner is responsible for payment of this tax and may receive Form 592-B reflecting the final actual value of the Prize.

For Grand Prize and First Prizes:

Without limiting the foregoing, Winners shall have no right of review or approval of their Entry as it appears in the Mashup Video. Winners acknowledge and agree that Entries included in the Mashup Video may be modified from the Entries submitted. Such modifications may occur in Sponsor's sole discretion and for any reason including, without limitation, as a result of production needs, creative preferences or formatting requirements.

If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Prize is for illustrative purposes only and may not reflect the actual Prize won. Prize is not redeemable for cash or transferable, except the Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator's sole discretion, the Prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen Prize. Prize elements may not be separated. The Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated and tickets will not be replaced if lost or stolen. Prize will be awarded provided a sufficient number of eligible Entries are received. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

**9. 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**").

**10. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION CONDITIONS:** By entering this Contest and/or accepting the Prize you (or if a Minor, your Parent) 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 hereby release and hold harmless the Entities, Instagram 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 the 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 Released Parties do not make any representation, warranty or guarantee, express or implied, relating to this Contest or Prize; **[e]** acceptance of any Prize constitutes the grant to Sponsor, and its and their assigns of an unconditional right to use the 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 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 Winner and distribution of the Prize; **[h]** any portion of the Prize not accepted or used by any Winner will be forfeited; **[i]** the Released Parties are not responsible for any inability of the Winner to accept or use the 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 Contestant 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 10 [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 Contestant 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 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 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, 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 Contestant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Contestant and Sponsor in any way, and that the Contestant 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 Prize will be substituted with a Prize of equal or greater value; **[y]** any 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 the 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]** Grand Prize cannot be sold, nor can 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 has the right, in their sole discretion, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible.

**11. WINNERS' LIST:** For the names of the Winners (after September 30, 2017 and before October 31, 2017) and/or Rules (before August 9, 2017), send a self-addressed, stamped envelope to: Hakuna Matata Contest, Winner/Rules, c/o Ventura Associates, Dept. HD, 60 East 42<sup>nd</sup> Street, New York, NY 10165 designating either "Winners' List" or "Rules." A copy of the Rules may also be obtained by printing this web page.

All trademarks referenced herein are the property of their respective trademark owners, who are not sponsors of this Contest, nor do they have any responsibilities regarding its conduct or administration.

This Contest is in no way sponsored, endorsed or administrated by, or associated with, Instagram. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor or Administrator, and not to Instagram.