

**ZOMBIES SPIRIT CHALLENGE 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. 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: ABC Cable Networks Group, dba Disney Channel (“**Sponsor**”), 3800 W. Alameda Avenue, Burbank, CA 91505 who is solely responsible for all aspects of this skill-based contest (“**Contest**”).

2. CONTEST ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, 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 between the ages of six (6) and fourteen (14), inclusive, (“**Child**”) or a parent/legal guardian or grandparent (“**Parent**”) of an eligible Child; be a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia (“**Territory**”); **[b]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a “**Member**”); **[c]** 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, **[d]** 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 **[e]** be willing to have your Entry (as defined below in Section 4) published in the gallery page (“**Gallery**”) of the Contest website located at Disney.com/ZombiesSpiritChallenge (“**Website**”) and if you are selected as the Winner and/or a Runner-Up (as defined below in Section 4) shown on television and 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 Entrant and anyone in the Photo or Caption (as defined in section 4 below).

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

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), January 25, 2018, and ending at 11:59 PM (PT) February 6, 2018 (“Entry Period”), you (as the “Entrant”) may compete for the chance to win one (1) grand prize (see Section 9 for more details) or one (1) of up to fifteen (15) runner-up prizes by creating and submitting a photo (the “Photo”) of the Entrant (if a Child only) or Entrant’s Child showing Zombie spirit (“Theme”) (see below for details on who else you may include in Photo) 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”). As part of the submission, you will be required to submit a caption (“Caption”) with your Photo which should set the scene for and describe the Photo in 100 words or less. An “Entry” consists of a Photo and Caption together. Both the 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).

ALL INDIVIDUALS WHO APPEAR IN YOUR PHOTO MUST CONSENT TO BE INCLUDED IN THE PHOTO AND THE CONTEST AND MUST AGREE TO ALL USES PER SECTION 3 HEREOF. IF ANY INDIVIDUAL IS A MINOR, THEN YOU MUST HAVE CONSENT FROM THEIR PARENT TO INCLUDE THEM IN THE PHOTO AND IN THE CONTEST. EACH INDIVIDUAL WILL BE DEEMED A THIRD PARTY PARTICIPANT FOR ALL PURPOSES HEREUNDER

INCLUDING, WITHOUT LIMITATION, THE TERMS OF PARAGRAPH 5(j) BELOW.

Entries must be appropriate for PG audiences as determined by Sponsor.

Photo must be less than 10MB in file size and in .jpg format.

Sponsor shall make all eligibility determinations regarding the Entries and the individuals included in a Photo. 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 (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, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member 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 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.

Phase 2 / Runner-Up and Winner Selection (“Judging Phase”): The Judges (as defined below) will score the eligible Entries based on the Criteria below in order to select the up to top fifteen (15) potential Runners-Up (each, a “Runner-Up”), and to select the top scoring Runner-Up who will be the one (1) grand prize winner (“**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: Sponsor’s appointed panel of judges consisting of employees of Sponsor (“**Judges**”) will score the eligible Entries based on the following criteria (“**Criteria**”): Creativity (40%), Relevance to Theme (40%) and Personality and Style (20%).

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criterion – 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 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 appear in the Photo and to enter the Contest.** If you are a Minor, you must get permission from a Parent before appearing in the Photo and entering the Contest. Each person who is seen in the Photo who is a Minor, must have their Parent's permission to participate in the Photo 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 consider using one of these examples in order to show your Zombie spirit in your Photo** (these are not mandatory; just suggestions).
 - **Show us your green ZOMBIE hair!**
 - **Show us your green ZOMBIE outfit!**
 - **Show us your best ZOMBIES squad cheer pose!**
 - **Show us your best ZOMBIE "draggy leg" pose!**
 - **Show us a Photo of your green ZOMBIE slime!**
 - **Show us a Photo of your best ZOMBIES nail art!**

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 six (6) other Participants besides your Child 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 long...or in the wrong format**
100 words maximum for the Caption; 10MB Photo file size; .jpg format!

Photography 101

- **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, the star!
- **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 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 Minor then you must have consent from their Parent); and consenting to the Entry and use of the Photo 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, Entrant 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 Photo must not be an employee of the Entities, nor a household member or immediate family member of such employee.

- d. 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 meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, format, length, file size, standards and practices requirements and any other specifications.
- f. 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.
- g. The Entry must not disparage the Entities.
- h. Any Entry that fails to meet Sponsor's specifications may be disqualified. All Entries must be received during the Entry Period. In the event that the same Entry is received from more than one (1) Entrant, only the first Entry received will be accepted. Any Entry received after the applicable Entry Period will be disqualified. Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest.
- i. You 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 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.

- 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 in Section 9 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 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. 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, 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 a 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 created your Photo, 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 state; **(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 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.

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 Entry 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. If your Entry passes moderation and is chosen for possible inclusion on the Website, your Parent will receive an additional email to provide high-level verifiable consent to display the Entry on the Website 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 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 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 Entrant (or their Parent if they are a Minor) 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 Entrant 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 Entrant 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 PHOTOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

8. RUNNER-UP/WINNER NOTIFICATION PROCESS: The potential Runners-Up and/or Winner or his/her Parent if such potential Runner-Up and/or Winner is a Minor, will be notified by email (“**Email Notification**”) to the Address associated with his/her Member account to verify their identity and eligibility. Once mailing address is provided to Administrator, the potential Runner-Up and/or Winner (and/or potential Runner-Up’s and or Winner’s Parents, as applicable) will be required to complete, sign and return within two (2) calendar 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, “**Runner-Up/Winner Documents**”).

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Runner-Up and/or Winner may result from any of the following, without limitation: **[a]** potential Runner-Up’s and/or Winner (or his or her Parent’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] potential Runner-Up's and/or Winner's (or his or her Parent's) failure to execute and return all Runner-Up/Winner Documents within two (2) calendar days of date of transmission; [d] a potential Runner-Up's and/or Winner's (or his or her Parent'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 Runner-Up and/or Winner (time permitting).

All federal, state and local taxes are solely the responsibility of the Winner/Runner-Up.

9. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"): One (1) grand prize ("**Grand Prize**") will be awarded. Prize includes a special screening at the Winner's home (at a time/date to be determined by Sponsor) of the Disney Channel original movie, *Zombies* ("**Movie**") including an appearance by Disney Channel talent from the Movie (specific talent to be determined by Sponsor). In addition, the Winner's Entry (or part thereof) will appear in a TV spot airing during an encore of the Movie on February 25, 2018. Winner's home must have the necessary AV equipment to enable the screening.

Winner's Entry will appear on-air at least once (subject to possible editing) as part of a promotional piece ("**Encore Promo**") during a break during the encore of the Movie. The exact method and context of incorporating the Entry and the duration of on-screen use shall be at the Sponsor's sole discretion. Without limiting the foregoing, Winner shall have no right of review or approval of the Entry as it appears in the Encore Promo. Sponsor is not responsible in the event the encore of the Movie and/or the Encore Promo in which the Entry is to appear does not air as originally intended whether as a result of delay, cancelling or pre-emption in whole or in part. ARV: There is no value to the Prize.

Up to fifteen (15) Runner-Up Prizes ("**Runner-Up Prize**"): Each Runner-Up will have their Entry featured on DisneyChannel.com, on Sponsor-selected social media and appear on-air in a TV spot during the *Zombies* premiere on February 16, 2018.

Runner-Up's Entry will appear at least once (subject to possible editing) as part of a premiere Promo ("**Premiere Promo**"). The exact method and context of incorporating the Entry and the duration of on-screen use shall be at the Sponsor's sole discretion. Without limiting the foregoing, Winner shall have no right of review or approval of the Entry as it appears in the Premiere Promo. Sponsor is not responsible in the event the Movie and/or the Premiere Promo in which the Entry is to appear does not air as originally intended whether as a result of delay, cancelling or pre-emption in whole or in part. ARV: There is no value to the Prize.

“Prize” shall mean and refer to each Runner-Up prize and/or Grand Prize.

All benefits and payments in connection to the Prize are personal to the Runner-Up/Winner and are not redeemable for cash and neither is assignable nor transferrable.

All expenses in connection with the Prize not specifically mentioned herein are not included and are solely the Runner-Up/Winner’s responsibility.

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.

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 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 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]** Prize is 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 the 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 Winner 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 the 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 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 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, Instagram 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 screening, and if such occurs, the 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 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, and **[bb]** Prize cannot be sold, nor can potential Winner charge guests for participating in the Prize.

12. WINNER'S LIST: For the name of the Winner (after February 16, 2018 and before March 31, 2018) and/or Rules (before February 6, 2018), send a self-addressed, stamped envelope to: Zombie Spirit Challenge Contest, Winner/Rules, c/o Ventura Associates, Dept. HD, 494 Eighth Avenue, Suite 1700, New York, NY 10001 designating either "Winner's 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.