

**THE “SAY FREEZE” FAMILY PHOTO CONTEST
OFFICIAL RULES (“Rules”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. MANY WILL ENTER. FEW WILL WIN.

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 42nd 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 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 Disney Online (“**Sponsor**”), Administrator, or their respective parents, divisions, affiliates, subsidiary companies or their respective advertising, promotion or fulfillment agencies involved in this Contest (collectively, “**Entities**”), nor a household member or immediate family member of such employee; and **[d]** be willing to have your Entry (as defined below in Section 4) published in the gallery page (“**Gallery**”) of the Disney Applause mobile application (the “**App**”) and/or on www.Disney.com/SayFreeze (“**Website**”), during and/or following the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, Website and/or App, and/or the Entities. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three (3) months a year, whether related or not. For the avoidance of doubt, the above categories of ineligible persons refer to both the entrant as well as those individuals appearing in the entrant’s photo submission in any way.

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

Instructions on how to create and submit your entry are described below in Sections 5 through 7. Creating and submitting your entry are both free of charge.

Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. OVERVIEW OF CONTEST: This Contest is being conducted in three (3) phases as follows:

Phase 1/ Entry Phase (“Entry Phase”): During the period commencing on or about 3:00 PM PT on November 3, 2015 and ending at 11:59 PM PT on November 30, 2015 (“**Entry Period**”), you (the “**Contestant**”) may enter this Contest via the App or Website by submitting a funny, sweet and/or wacky family photo (the “**Photo**”) that represents your one-of-a-kind “family” (see below for details on who you may include in your “family”/Photo). As part of your submission, you will be required to submit a caption (“**Caption**”) with your Photo telling Sponsor about your one-of-a-kind family in 500 characters or less. An “**Entry**” consists of a Contestant’s Photo and Caption together. Both your Photo and Caption will be judged as part of your Entry, and as set forth below, if selected as a finalist, your Photo and Caption will be presented together for public voting.

ALL INDIVIDUALS WHO APPEAR IN YOUR PHOTO MUST CONSENT TO BE INCLUDED IN THE CONTEST.

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

To be eligible, a Photo must include the submitting Contestant and at least one (1) other eligible person. Pets may be included in your Photo, but including a pet is not required.

On the Website, you may choose to download printable *Frozen*-themed props for inclusion in your Photo (“**Printables**”). Using or including these Printables in your Photo is optional and is not required. See Section 11c for more details on the use of the Printables and/or other Intellectual Property from the *Frozen* films (collectively, “**Frozen IP**”) if you decide to include any Frozen IP in your Entry, though no use of any Frozen IP, nor purchase of accessories is necessary for you to submit an Entry or participate in this Contest.

Sponsor shall make all eligibility determinations regarding the Photos and the individuals included in a Photo. See below for details regarding Photo content, formatting and other Entry requirements and restrictions, as well as the guidelines and Do’s and Don’ts (“**Instructions**”).

Limit one (1) Entry per Member per day, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. Each Photo must be unique, and you cannot submit the same Photo more than once. If you attempt or are suspected of attempting (in the sole discretion of Sponsor or Administrator) to circumvent this limitation by any means, including but not limited to establishing multiple Member accounts, you may be disqualified from the Contest. Any duplicate or materially similar Photos will be disqualified. In the event that the same Photo is received from more than one (1) Contestant, the Photo will be deemed to be submitted by the first Contestant who the Photo was received from. In the event that more than one (1) Photo is received from a Contestant within the same day, only the first Photo received will be accepted. Each day of the Entry Period starts at 12:00 AM PT and ends at 11:59 PM PT, except for the first day (11/3/15), which will begin at 3:00 PM PT.

What the Judges are looking for: Your Entry should be funny, sweet and/or wacky and should feature only yourself and individuals who have relationships with you and each other that are considered familial or close in nature. Sponsor's appointed panel of judges ("**Judges**") will score the eligible Entries (i.e., Photos and accompanying Captions) based on the following equally weighted judging criteria ("**Criteria**"): Creativity; Presentation/Composition; and Personality/Style.

Phase 2/ Finalist Selection ("Judging Phase"): During the Judging Phase period, commencing on December 1, 2015 ending on December 4, 2015, the Judges will score the eligible Entries (i.e., the Photos and accompanying Captions) based on the Criteria above to select the top ten (10) potential finalists (each, a "**Finalist**"), subject to verification and compliance with these Rules and Sponsor's Terms of Use, located at <http://disneytermsofuse.com> ("**TOU**"). In the event of a tie, the tie will be broken by the Judges based on "Creativity" criterion. The decision of the Judges shall be final and binding.

Phase 3/ Voting Phase ("Voting Phase"): During the Voting Phase period, commencing at 10:00 AM PT on December 14, 2015 and ending at 11:59 PM PT on December 20, 2015, Members (i.e., Website users who have registered for a free Disney.com account or other Disney account that uses the same registration system) will be able to vote for their favorite Entry based on the Criteria from among the ten (10) Sponsor-selected Finalist Entries (both Photos and accompanying Captions) posted on the Website. Limit one (1) eligible vote ("**Vote**") per Member per day during the Voting Phase (each Member may only vote for one (1) Finalist Entry per day during the Voting Phase).

The three (3) eligible Finalist Entries that receive the highest number of valid Votes during the Voting Phase will be deemed the potential Grand Prize Winner, Second Prize Winner and Third Prize Winner (as defined below), respectively, pending verification. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or

other inducements to members of the public, as determined by Sponsor in its sole discretion. Without limiting the foregoing, disqualification of a Contestant and/or Votes can result if Sponsor/Administrator (in their sole discretion) suspect any fraud or voter/voting misconduct. This includes (but is not limited to) if any Votes appear to violate Vote limits or involve the purchasing of bulk votes. Determination of violations are at Sponsor's sole discretion and include, but are not limited to: (a) unusual patterns in Votes for an individual Entry originating from the same IP address during the same day; (b) unusual user name patterns originating from the same IP address; and (c) unusual time-of-day patterns originating from the same IP address. Sponsor reserves the right to disqualify any Votes, which in Sponsor's good faith determination, are cast in violation of these Rules, to achieve an unfair advantage or by robotic means of any sort.

5. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES: Follow the Instructions below in these Rules (also available on the App and Website) to create your Photo and Caption. Entries should adhere to all specifications included in these Rules. Any Entry that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor in its sole discretion. All Entries must be received during the Entry Period. Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest.

DO's & DON'Ts

Do's...

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

Don'ts...

- **Don't show any brands or logos.**
Avoid visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.

- **Don't be rude or profane.**
Avoid rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't wear revealing clothing or display suggestive movements.**
- **Don't submit a Photo that is too big or in the wrong format.**
Photo must be less than 10MB in file size and in .jpg format.

Photo Tips

- **Shoot in Landscape or Portrait mode.**
Try to hold the camera so your Photo comes out wider than it is tall, but this is a suggestion, not a requirement.
- **Be Bright.**
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you!
- **Keep it Steady.**
Make sure your camera is on a tripod or make sure something is holding it steady.

CONTEST ENTRY REQUIREMENTS/LIMITATIONS:

- a. The Entry must be authorized. This means that you must have the legal right and any permissions necessary to submit the Photo and Caption into the Contest. By submitting the Photo, you/your Parent (as applicable) hereby represent that you have all rights necessary to submit the Entry, distribute the Photo through the Website, App or any other website and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of each person who appears in your Photo (including the photographer, if other than you) granting the Contestant the right to include such person in the Photo (if any such person is a Minor, such permission must have been obtained from the Minor's Parent); and consenting to the submission and use of the Photo in the Contest and to its use as set forth herein. Potential Finalists **must** furnish proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Finalist as set forth in Section 8 below. Should a potential Finalist fail to furnish such proof in a form acceptable to Sponsor, Contestant/potential Finalist understands and agrees that he/she will be disqualified from being a Finalist and will forfeit the opportunity to possibly win a prize.

- c. As set forth in Section 3, any person who appears in your Photo must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of any Frozen IP you might include (which is optional), the Entry must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- e. The Entry must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including but not limited to Photos that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Entry must not violate these Rules or the TOU.
- f. The Entry must not disparage the Entities.
- g. With the exception of any Frozen IP you may use in your Entry, you/your Parent (as applicable) represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Photo; (ii) you/your Parent have the full and exclusive right, power and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other contest(s) and it has not won any previous awards or prizes; and (v) the full use of the Entry or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other

rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

If Sponsor believes that the Entry does not comply with the TOU, these Rules or that the Entry potentially or actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and remove any Entry at any time. Sponsor's decisions regarding the Photos is final and binding and not subject to challenge or appeal.

6. HOW TO REGISTER AS A MEMBER: As a Member of Disney.com, you may enter the Contest by logging in to the Website or the App with your user name ("**User Name**") or email address ("**Address**") and password and following the Instructions set forth above. You may download the App for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices, available for free at the App Store or Google[®] Play Store respectively. There is no charge to enter, but your mobile carrier and/or internet provider may apply normal access, usage and data charges. If you are not a Member, you may become a Member free of charge by visiting the Website or App and registering by providing the requested information on the registration form through the "Create Your Disney Account" section on the Website or App. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the TOU. Upon becoming a Member and meeting eligibility requirements, you may enter the Contest by following the Instructions in Section 5 above. If you are a Parent of a child under the age of 13, and your child has not previously registered, you will be sent an email notifying you of your child's registration. No response by you to the email is required for your child to register on the Website and/or App, however, if you do not want your child to register, you may follow the instructions in the email and complete the steps required to cancel your child's registration and delete the child's information. It is your sole responsibility to notify Sponsor if you, as 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 taken your Photo, submit your Entry by completing the following on either the Website or the App: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name; **(c)** fill in a Caption of 500 characters 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 Photo submitted by you. Thereafter, your Entry will be moderated for possible inclusion on the Website and/or App.

If you are younger than 13, an email will then be sent to your Parent's Address, which will instruct your Parent to click the link in the email to validate your Parent's Address, agree to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects, on behalf of himself/herself and on your behalf, and grant Sponsor permission to email your Parent's Address regarding the possible use in any media of any Entry submitted by you. If your Parent does not take these steps, your Photo cannot be entered into the Contest. Once your Parent takes these steps, your Entry will be moderated for possible inclusion to be posted on the Website and/or App. If your Entry passes moderation and is chosen for possible inclusion on the Website and/or App, your Parent will receive an additional email to provide high-level verifiable consent to display the Entry on the Website and/or App or elsewhere, as required by the Children's Online Privacy Protection Act. Your Parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal account or creating a PayPal account if they do not have one, and completing a nominal PayPal transaction of one cent (\$.01). If this step is not taken, your Photo will not be eligible to be entered into the Contest or posted on the Website and/or App or elsewhere. In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern. Sponsor reserves the right not to post any Entry for any reason in its sole discretion. Entries will not be returned, and Sponsor reserves the right to use any portion of the Entry in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Entry may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

If your Photo and/or Caption does not pass moderation, your Entry will not be eligible to be entered into the Contest.

By entering the Contest, and without limitation of any other terms herein or as part of the TOU, each Contestant understands and agrees that eligible Entries received by Sponsor may be posted, in whole or in part, on the Website, App and/or other platforms for public viewing at any time; such posting has no effect on the judging of Entries. 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 are not obligated to post Entries on the Website, App or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Contestant releases and agrees to hold harmless the "Released Parties" (as defined below) from any and all liability associated with possible posting (or, conversely, non-posting) of his/her Entry, including his/her express acknowledgment that if posted, posting of

the Entry does not constitute any representation by Sponsor as to Contest eligibility. FOR ALL POSTED ENTRIES, THE PHOTOS/CAPTIONS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

8. FINALISTS NOTIFICATION PROCESS: On or about December 7, 2015, a potential Finalist or Finalist's Parent (if and as applicable) will be notified by email ("**Email Notification**") at the Address associated with the Member account to verify their identity and eligibility. Potential Finalists (and/or potential Finalists' Parents, as applicable) will be required to complete, sign and return within seventy-two (72) hours of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification, and a Publicity Release, where allowed by law, as well as any release(s) from person(s) who appear in or were involved in the creation of the Finalist's Photo (if and as applicable) (collectively, "**Finalist Documents**").

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Finalist may result from any of the following, without limitation: **[a]** a potential Finalist's (or Finalist's 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]** a potential Finalist's or Finalist's Parent's failure to execute and return all Finalist Documents within seventy-two (72) hours of transmission; **[d]** a potential Finalist's (or his/her Parent's) failure to provide Sponsor with satisfactory proof of eligibility, and **[e]** any other non-compliance with these Rules or the TOU. In the event of a disqualification or prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Finalist (time permitting).

All federal, state and local taxes are solely the responsibility of each winner. Grand Prize Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Grand Prize. Grand Prize is subject to California nonresident withholding taxes if Grand Prize Winner is a non-resident of California.

If any winner is a Minor, 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 documentation and taxes. In the event of a disqualification or prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential winner and award or not award the forfeited prize.

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

One (1) Grand Prize: One Grand Prize winner ("**Grand Prize Winner**") will receive a six (6) day/five (5) night trip for Grand Prize Winner and up to three (3) guests (each, a "**Guest**"; the Guests and Grand Prize Winner shall collectively be referred to as the "**Group**") to Orlando, Florida ("**City**") to visit *Walt Disney*

World[®] Resort near the City (“**Trip**”), consisting of the following elements for the Group: **[a]** hotel accommodations (one (1) standard room/quad occupancy, including room tax) for five (5) nights at a *Walt Disney World*[®] Resort hotel selected by Sponsor in its sole discretion; **[b]** four (4) 6-Day *Magic Your Way*[®] Tickets with *Park Hopper*[®] Option; **[c]** one (1) Disney Gift Card with a value of two hundred dollars (\$200) (for Grand Prize Winner only); **[d]** one (1) Disney Character Greeting with photo opportunity for the Group; **[e]** services of one (1) Disney VIP Guide for eight (8) hours on one (1) day; **[f]** choice of any Disney PhotoPass™ Service products, valued up to \$300; fulfilled with a Disney Gift Card; **[g]** up to four (4) Disney Gift Card(s) with a value of \$75.00 each, per day, to assist with meals during the Trip; **[h]** one (1) Bibbidi Bobbidi Boutique makeup/costume Package, awarded in the form of a Disney Gift Card valued at \$250 (to participate, Guest must be between 3 and 12 years of age and be accompanied by an adult 18 years of age or older; if no Guest in the Group is between 3 and 12 years of age, Grand Prize Winner may use gift card for meals or other items on the Trip); **[i]** one (1) Disney’s Magical Celebration In-Room decor in Grand Prize Winner’s *Walt Disney World*[®] Resort hotel room; **[j]** if Grand Prize Winner’s residence is located more than two hundred fifty (250) miles from City, round-trip coach air transportation (with possible layovers) for the Group on a Disney-selected carrier between a Disney-selected major metropolitan airport near Grand Prize Winner’s residence (“**Airport of Origin**”) and Orlando International Airport; but if Grand Prize Winner’s residence is located two hundred fifty (250) miles or less from City, then air transportation or any other form of transportation will not be provided to the Group, and **[k]** round trip ground transfers between the Orlando International Airport and the *Walt Disney World*[®] Resort via *Disney’s Magical Express* Service when air transportation is provided.

ARV of Grand Prize: US \$15,347.16, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All gift cards are subject to terms and conditions printed thereon, and may require advance online registration prior to use. All expenses associated with the Grand Prize not specifically mentioned herein are not included and are solely a Grand Prize Winner’s responsibility, including but not limited to: roundtrip transportation between a Grand Prize Winner’s residence and any Airport of Origin, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. A credit card may be required upon check-in for any miscellaneous room charges. Travel, lodging and Grand Prize elements are subject to availability, certain restrictions, blackout dates and Sponsor’s approval. Airline carrier and hotel regulations and conditions apply.

Trip must be taken between May 15, 2016 and May 15, 2017. Travel must be made through Sponsor’s agent and Sponsor shall determine airline and flight itinerary in its sole discretion. The Trip must be booked at least 45 days prior to travel. Once the travel schedule has been arranged, it cannot be altered and failure of a Grand Prize Winner to follow such schedule shall not obligate

Sponsor in any way to provide the Grand Prize Winner with alternate arrangements. Released Parties (as defined below) are not responsible for airline cancellations or delays. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used.

Grand Prize will be awarded solely to the Grand Prize Winner who submitted the winning Entry and not to the Grand Prize Winner's "family." The Grand Prize Winner will have the sole right to decide which three (3) Guests will accompany him/her on the Trip. While there is no limit on the number of "family" members a Contestant may include in his/her Entry, a maximum of three (3) individuals will accompany the Grand Prize Winner on the Trip as his/her Guests.

Grand Prize Winner's Guest(s) (if Guest is a Minor, his/her Parent) must sign and return a travel release prior to issuance of documents. If any Guest 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, 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.

One (1) Second Prize: One (1) Second Prize winner ("**Second Prize Winner**") will receive one (1) framed triptych of visual development artwork of Anna, Olaf & Elsa signed by Chris Buck, Peter Del Vecho & Jennifer Lee; one (1) *Frozen Fever* limited edition lithograph; one (1) "The Art of Frozen" book; and one (1) *Frozen* gift basket containing *Frozen* merchandise selected by Sponsor in its sole discretion (ARV: US \$500.00).

One (1) Third Prize: One (1) Third Prize winner ("**Third Prize Winner**") will receive a *Frozen* gift basket containing *Frozen* merchandise selected by Sponsor in its sole discretion (ARV: US \$250.00).

Total ARV of all prizes: US \$16,097.16.

"**Prize**" is used to mean and refer to each Grand Prize, Second and Third Prize. "**Winner**" is used to mean and refer to each Grand Prize Winner, Second Prize Winner, and Third Prize Winner.

If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of any portion of any Prize, in advertising or otherwise, is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. Neither Sponsor nor Administrator will replace any lost, mutilated or stolen tickets, travel vouchers, Prizes or certificates. Prize elements may not be separated. Prizes cannot be used in conjunction with any

other promotion or offer. Prizes will be awarded provided a sufficient number of eligible Entries are received, and Prizes are validly claimed by December 21, 2015, after which date no alternate winners will be selected, nor unclaimed Prizes awarded. Prizes are subject to verification of eligibility, compliance with these Rules and the TOU. Limit one (1) Prize per person.

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**"). Participation in the Contest constitutes consent to the transfer of personal information to the United States for purposes of administration of the Contest and for such other purposes as you may consent.

11. GENERAL RULES:

a. Disputes Over Winner's Identity: In the event of a dispute as to the identity of a Winner based on the Address and/or Member account, the winning Photo will be declared made by the Authorized Account Holder of the Address associated with the Member account. 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.

b. Site Marks: By participating in the Contest, you acknowledge and agree that the Website and the App may contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to use, reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works from content on the Website and/or App, including its interface, in whole or in part, or any 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.

c. Rights:

[i] Name and Likeness Rights: By participating in the Contest and accepting any Prize you/your Parent grant to Sponsor, its affiliates and licensees, and their advertising and promotion agencies, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use your (or any other person's appearing in the Photo) name, likeness, voice and biographical information, and any other material submitted in connection with the

Contest. All rights granted to Sponsor in this paragraph shall be in all media formats and channels now known or hereafter devised (including, but not limited to, on the Website and/or App, on the Sponsor's or third party websites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

[ii] Entry Rights: By entering this Contest and/or accepting any Prize you may win, you/your Parent agree and represent that you/your Parent grant to Sponsor: [1] 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 third-party sites 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, and [2] if your Entry includes, uses and/or features Frozen IP, Sponsor grants you a non-exclusive license to use Frozen 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 Photo (if such rights are not assigned to Sponsor, your license to create the Photo using Frozen IP shall be null and void).

- d. No Confidential or Fiduciary Relationship: You understand and agree that creative ideas, suggestions or other materials you submit are not made in confidence or trust and that no confidential or fiduciary relationship is established by your submitting the Photo hereunder, that you have no expectation of review, compensation or consideration of any type and nothing in these Rules or as a result of your submitting the Photo shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Photo.
- e. Comments: You agree that Sponsor, its affiliates, and its and their third-party vendors engaged to implement this Contest, are authorized to display the Entry and any comments for promotional or any other

purpose including but not limited to on television, on-air, or on any of the Sponsor's websites or social media pages.

- f. Not Responsible for Errors or Entries not Received: Sponsor is not responsible for any typographical or other errors in the printing of the Rules, administration of the Contest or the announcement or distribution of the Prizes, or for lost, late, misdirected, damaged, incomplete or illegal Entries.

12. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION/CONDITIONS: By participating in this Contest, you (the Contestant) expressly understand and agree that: **[a]** you hereby release and hold harmless the Entities and each of their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (collectively, the **"Released Parties"**) from any and all liability for claims, demands, losses and liabilities, including, without limitation, for death and bodily injury, resulting, in whole or in part, directly or indirectly, from your participation in the Contest and/or the use or acceptance of any Prize won (including without limitation, any travel related thereto); **[b]** YOUR USE OF THE WEBSITE, APP AND PARTICIPATION IN THE CONTEST ARE AT YOUR SOLE RISK. THIS CONTEST IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; **[c]** you agree to indemnify and hold harmless the Released Parties from and against any and all claims, liabilities (including, but not limited to, attorneys' and experts' fees, costs and disbursements), demands and actions of every kind and nature, whether or not now known or suspected (collectively, **"Claims"**), arising out of or in connection with (i) your participation in the Contest; (ii) any Entry submitted by you (including, but not limited to, any and all claims by third parties, whether or not groundless, based on the inclusion of such material); (iii) any posting by you on Sponsor's App; (iv) the use by Released Parties of any of the rights granted by you in connection with the Contest; and (v) any breach by you of any warranty, agreement or representation contained in these Rules or TOU or in any documentation submitted by you; **[d]** all Claims shall be resolved individually, without resort to any form of class action; **[e]** 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 hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[f]** a 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 Filming"**), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create

derivative works from, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law; **[g]** Sponsor's use of the Fulfillment Filming as described herein 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 fee, and **[h]** Sponsor shall have the right to make such changes to the Fulfillment Filming 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 Filming in perpetuity, in its entirety or in part, for any commercial or promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.

13. INTERNET/MOBILE:

- a. Sponsor is not responsible for any electronic transmission errors resulting in any omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alterations of any Photos submitted, or for any technical, network, telephone equipment, electronic, computer, hardware or software malfunction or limitations of any kind, or any inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or through mobile/satellite. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, an insufficient number of Photos, or any other causes beyond Sponsor's control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, extend and/or suspend the Contest and/or to award any Prizes based on alternate means including, without limitation, based on Photos received prior to termination. The Entities are also not responsible for any changes to any App or mobile function that may interfere with the Contest or ability to upload Photos timely.

- b. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE OR APP, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM YOU TO THE FULLEST EXTENT OF THE LAW. IF SPONSOR IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED,

THEN SPONSOR MAY TAKE SUCH REMEDIAL MEASURES AS SPONSOR DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE CONTEST.

14. GOVERNING LAW: All issues and questions of your rights and obligations in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the city of New York, borough of Manhattan. Any legal controversy or legal claim arising out of or relating to these Rules or this Contest, shall be settled by binding arbitration in accordance with the terms set forth in the TOU. Notwithstanding anything to the contrary contained in this Section 14, any disputes, claims and causes of action arising in connection with the fulfillment and use of the Grand Prize shall be governed by the laws of the State of Florida and shall exclusively be submitted for trial in Orange County, Florida.

15. WINNERS LIST: For the name of the Winners (after December 21, 2015 and before January 31, 2016) and/or Rules (before November 30, 2015), send a separate, stamped, self-addressed envelope to: The "Say Freeze" Family Photo Contest Winners List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either "Winners List" or "Rules."