

**PIRATES OF CARIBBEAN FAN ART UGC  
TERMS AND CONDITIONS ("T&C's")**

**1. OPERATOR:** Disney Online, 1200 Grand Central Avenue, Glendale, California 91201, is solely responsible for all aspects of the Pirates of the Caribbean Fan Art call for content.

**2. WHO CAN SUBMIT CONTENT:** To be eligible to submit content, at the time of submitting you, as a fan ("Fan"), must: **[a]** be at least eighteen (18) years of age or older or the age of majority in your primary state of residence (whichever is older) as of date of submittal; **[b]** be a legal resident of, and physically residing in one of the fifty (50) United States or the District of Columbia ("Territory"); **[c]** not be an employee of the Operator (as defined in section 1 above), its or their parent, divisions, affiliates, subsidiary company, or its or their advertising, promotion or fulfillment agencies involved in this call for content (collectively, "Entities"), nor a member of the household or immediate family (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses of such employee) of such employee; **[d]** not have any contractual relationships which could interfere with or prohibit you from submitting content (the Operator retains the right to determine in its sole discretion if an existing agreement represents a conflict), and **[e]** willing to have your Submission (as defined below in Section 3) published on [Disneypiratesofthecaribbean.tumblr.com](http://Disneypiratesofthecaribbean.tumblr.com) ("Website") during and/or at the conclusion of the submission period or otherwise distributed, in connection with, or to promote, the Pirates of Caribbean, and/or for any other commercial or other purpose as determined by Operator in its sole discretion.

Note: If a Fan accesses Tumblr on his/her mobile device to submit content, the Fan's wireless service provider may charge the Fan for applicable data charges. Other charges may apply (such as normal airtime and carrier charges). Wireless carriers' rate plans may vary. Fans should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Fans should review their mobile device's capabilities for specific mobile application instructions.

For purposes of these T&C's, all times and days are Pacific Time ("PT"). The Website's clock is the official time keeping device. **The dates and times set forth below are subject to change in Operator's sole discretion.** Normal internet access and usage charges imposed by your on-line service will apply.

**3. SUBMISSION PERIODS/HOW TO SUBMIT CONTENT:**

A Fan can begin to submit content at 10:00 AM (PT), September 10, 2015, and ending at 11:59 PM (PT) November 13, 2016 ("Submission Period"), consists of four (4) separate and distinct Submission Periods that pertain to a specific character (each, a "Character Submission Period", and collectively, the "Character Submission Periods"). Each Character Submission Period is provided

in the chart below (the “Chart”). A fan (“Fan”) may submit in one or more Character Submission Periods by **(a)** creating a unique user-generated piece of Fan art (in the form of a still image in jpg/jpeg or png format, less than 10MB in file size) related to a specific Pirates of the Caribbean (the movie) character; **(b)** visiting Website and clicking on the “Submit Your Creation” tab; **(c)** attaching their piece of Fan art onto the submission form and including their name and email address (“Address”) as well as an optional caption, and; **(d)** clicking to accept the Disney Terms of Use (“TOU”) currently located at <http://DisneyTermsofUse.com> (collectively, “Submission”), and hitting “Submit”. Content must be inspired by character specific to the Character Submission Period (as listed in the Chart below), all pursuant to instructions (“Instructions”) posted on the Website. See Section 9 C [ii][2] for more details on the use of Disney intellectual property and/or copyrighted works (“Disney IP”).

Character	Character Submission Period		Character Art
	Start	End	
Skull & Crossbones	9/10/15 @ 10:00 AM	12/10/15 @ 11:59 PM	Create Fan art around Skull & Crossbones.
Captain Jack Sparrow	12/11/15 @ 12:00 AM	3/11/16 @ 11:59 PM	Create Fan art for the character of Captain Jack Sparrow.
Pirate Quotes	3/12/16 @ 12:00 AM	7/12/16 @ 11:59 PM	Create Fan art about Pirate Quotes
The Black Pearl	7/13/16 @ 12:00 AM	11/13/16 @ 11:59 PM	Create Fan art about The Black Pearl

When creating your Submission, please adhere to the Do’s & Don’ts below and on the Website.

### DO’s & DON'Ts

#### Do’s...

- **Do be original.** Feel free to put your own artistic inspiration on the character in your Submission.
- **Do protect your privacy**  
If you are including your name or likenesses in your Submission, only include **your** name and/or likeness; don't include anyone else's name, likeness or other personal information in your Submission.

- **Have fun!**

**Don'ts...**

- **Don't show any brands**  
Do not use any brands or characters other than Disney brands. That means no visible/recognizable representation of other brands, characters, parodies or mash-ups anywhere in your art piece.
- **Don't create a Submission that shows anything unsafe or isn't PG.**
- **Don't send a Submission that is too big. 10MB is the maximum file size limit.**

Submissions will not be returned. All Submissions will be moderated prior to any posting on the Website. Operator reserves the right not to post any Submission for any reason in its sole discretion. **Please note** that your Submission may appear on or at YouTube, Twitter, Facebook, Instagram, Tumblr, and Google+, and any other places and platforms as determined by Operator in its sole discretion.

All Submissions must be received during the applicable Character Submission Period (see Chart above). Any Submission received after the relevant Character Submission Period (as listed in the Chart above) may not be considered for posting on the Website.

In the event of any discrepancy or inconsistency between the terms of these T&C's, the Privacy Policy (defined below) and/or TOU, the terms of these T&C's shall govern. Furthermore, you grant Operator permission to email your Address regarding the possible use in any media of any Submission submitted by you.

You will be required to click where indicated to signify that you accept and agree to be bound by the TOU, to these T&C's and to the decisions of Operator.

**4. CONTENT REQUIREMENTS:** All Submissions must meet the following requirements and specifications:

- a. You must have the legal right and any and all permissions necessary to submit the Submission. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website or any other website and to grant to Operator the rights set forth herein.

- b.** The Submission 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.
- c.** The Submission must meet all specifications set forth by Operator in these T&C's and/or Instructions, including, without limitation, format and maximum file size.
- d.** The Submission must not, in the sole discretion of Operator, 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 Operator 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 elements 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.
- e.** The Submission must not violate these T&C's or the TOU.
- f.** The Submission must not disparage the Entities.
- g.** You represent and warrant that: (i) you are the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Submission to Operator upon the terms and conditions set forth herein; (iii) the Submission has not been previously published; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) you are not subject to any type of production agreement, union or guild agreement, or any similar agreement which would interfere with your ability to create and submit content or grant all of the rights to be granted hereunder, and (vi) the full use of the Submission 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 Operator to any costs or liability of any kind or nature whatsoever.

- h. Limit one (1) Submission per person per Address per Character Submission Period regardless of whether a person has more than one (1) Address or more than one (1) person uses the same Address. If you attempt or are suspected of attempting (in the sole discretion of Operator) to circumvent this limitation by any means, including but not limited to establishing multiple Addresses, you may be disqualified from submitting content. In the event that the same Submission is received from more than one (1) person, the Submission will be deemed to be submitted by the first person who the Submission was received from. In the event that more than one (1) Submission is received from a person within the same Character Submission Period, only the first Submission received will be accepted. No automatically generated Submissions will be accepted.

**5. PRIVACY POLICY/DATA COLLECTION:** All personal information provided by you for this call for content is subject to Operator's privacy policy located at <https://disneyprivacycenter.com> ("Privacy Policy"). By submitting content, each Fan agrees that the Operator has the right to contact the Fan via the Address provided with the Submission in order to administer and fulfill this call for content.

This call for content is in no way sponsored, endorsed or administered by, or associated with Tumblr. Each Fan participating in this call for content is providing information to Operator and not to Tumblr. Tumblr is a registered trademark.

**6. GENERAL RULES:**

- a. Site Marks: By participating in the call for content, you acknowledge and agree that the Website contains proprietary information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Operator in writing, you agree not to use, reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works from content on the Website, 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.

**b. Rights:**

[i] Name and Likeness Rights: By participating in the call for content, you grant to Operator and its advertising and promotion agencies, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sublicensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices, and biographical information, of Fan and any other material submitted in connection with the call for content. All rights granted to Operator in this paragraph shall be in all media formats and channels now known or hereafter devised (including, but not limited to, on the Website, on third party websites, on Operator's broadcast and cable networks and stations, on Operator'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] Submission Rights: By participating in the call for content, you agree and represent that you grant to Operator: [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 your Submission, 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; [2] Operator grants you a non-exclusive license to create the Submission using Disney IP for the purposes of creating a Submission for this purpose only, provided that such license shall be conditioned upon your assignment to us of all rights into the Submission (if such rights are not assigned to Operator, your license to create the Submission using Disney IP shall be null and void) and; [3] notwithstanding any other provisions in these T&C's you agree that if your Submission is a Submission that is posted on the Website, you agree, upon request, to sign an Affidavit(s) assigning all rights in and to your Submission to Operator.

**c. Not Responsible for Errors or Submissions Not Received:** Operator is not responsible for any human, typographical or other errors in the

printing of the T&C's, marketing materials and/or the Website, administration of the call for content, or for lost, late, misdirected, damaged, incomplete or illegal Submissions.

- 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 Submission hereunder, that you have no expectation of review, compensation or consideration of any type and nothing in these T&C's or as a result of your submitting the Submission shall be deemed to place Operator in any different position from anyone else to whom you have not submitted the Submission.

**7. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION/CONDITIONS:** You expressly understand and agree that: **[a]** you hereby release and hold harmless the Entities, Tumblr, and their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (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 call for content; **[b]** YOUR USE OF THE WEBSITE AND PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK. THIS CALL FOR CONTENT 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 call for content; (ii) any Submission submitted by you (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Submission of such material); (iii) any posting by you on Operator's Website; (iv) the use by Released Parties of any of the rights granted by you in connection with the call for content; and (v) any breach by you of any warranty, agreement or representation contained in these T&C's or TOU or in any documentation submitted by you; **[d]** any and all Claims shall be resolved individually, without resort to any form of class action, and **[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 Fan 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.

**8. INTERNET:**

- a.** Operator 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 Submission 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 information on account of technical problems or traffic congestion on the internet. If for any reason the call for content is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, an insufficient number of Submissions, or any other causes beyond Operator's control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this call for content, Operator reserves the right in its sole and unfettered discretion to cancel, terminate, modify, extend and/or suspend the call for content.
  
- b.** OPERATOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE SUBMISSION PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEBSITE OWNED OR OPERATED BY OPERATOR, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CALL FOR CONTENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, OPERATOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM YOU TO THE FULLEST EXTENT OF THE LAW. IF OPERATOR IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED, THEN OPERATOR MAY TAKE SUCH REMEDIAL MEASURES AS OPERATOR DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE CALL FOR CONTENT.

All trademarks are the property of the trademark owner.