

STAR WARS: THE RISE OF SKYWALKER BUILD MY DROID CONTEST
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROMOTION. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. VOID IN QUEBEC AND WHERE PROHIBITED. FIRST (DEFINED BELOW IN SECTION 4) IS NOT A SPONSOR OF THIS PROMOTION.

ENTRANTS UNDER THE AGE OF MAJORITY IN HIS/HER TERRITORY OF RESIDENCE MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. A PRIZE WON BY A MINOR IN HIS OR HER LEGAL JURISDICTION OF RESIDENCY WILL BE AWARDED IN THE NAME OF SAID MINOR'S PARENT OR LEGAL GUARDIAN.

BY ENTERING THE PROMOTION, ENTRANT (OR ENTRANT'S PARENT OR LEGAL GUARDIAN IF ENTRANT IS DEEMED A MINOR IN THE TERRITORY OF HIS/HER RESIDENCE) AGREES TO THESE OFFICIAL RULES.

ENTRANTS' ATTENTION IS IN PARTICULAR DRAWN TO THE INTELLECTUAL PROPERTY PROVISIONS IN SECTION 8 AND THE RELEASES AND LIMITATIONS OF LIABILITY IN SECTIONS 17 AND 18.

- 1. SPONSOR:** ABC, Inc. d/b/a Walt Disney Studios Motion Pictures, 500 South Buena Vista Street, Burbank, CA 91521, U.S.A. ("**Sponsor**").
- 2. ADMINISTRATOR:** Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318, U.S.A. ("**Administrator**").
- 3. PRIZE PROVIDER:** Lucasfilm Ltd, 1110 Gorgas Ave, San Francisco, CA 94129, U.S.A. ("**Prize Provider**")
- 4. ELIGIBILITY:** STAR WARS: THE RISE OF SKYWALKER BUILD MY DROID CONTEST (THE "**PROMOTION**") IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF (I) THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, (II) CANADA (EXCLUDING QUEBEC), (III) MEXICO, (IV) GREAT BRITAIN (ENGLAND, SCOTLAND, WALES ONLY), (V) SPAIN, (VI) FRANCE, (VII) BELGIUM, AND (VIII) JAPAN, WHO ARE SIXTEEN (16) YEARS OF AGE AND OLDER AT THE TIME OF ENTRY ("**ENTRANT**"). Employees, officers, and directors of Sponsor, Administrator, Prize Provider, For Inspiration and Recognition of Science and Technology ("**FIRST**"), and each of their respective parent entities, subsidiaries and affiliated companies (collectively, "**Promotion Entities**"), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children,

spouse, parents, siblings, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household at least three (3) months a year, whether or not related) are not eligible to participate or win. Entry into the Promotion does not constitute entry into any other contest or sweepstakes. The Promotion shall be subject to all applicable national, federal, state, municipal, and local laws and regulations and these official rules (“**Official Rules**”) and by entering, all Entrants (or Entrant’s parent or legal guardian if Entrant is deemed a minor in the territory of his/her residence) agree that they have read these Official Rules, and agree to abide by and to be bound by the terms and conditions of the Official Rules, and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render Entrants ineligible.

Where any Entrant is deemed to be a minor in the territory of his/her legal residence, the relevant parent or legal guardian of the Entrant warrants and represents that he/she has the authority to agree to these Official Rules and to grant the rights referred to in these Official Rules on behalf of the Entrant and agrees to procure the Entrant’s compliance with these Official Rules.

5. **PROMOTION PERIOD:** The Promotion begins on October 22, 2019 at 09:00:00 United States Pacific Standard Time (“**PST**”) (18:00:00 Paris Time) (13:00:00 Japan Time on October 23, 2019) and ends at 23:59:59 PST on November 13, 2019 (08:59:59 Paris Time on November 14, 2019) (16:59:59 Japan Time on November 14, 2019) (the “**Promotion Period**”). The Administrator’s database clock is the official timekeeper for this Promotion.

6. **HOW TO ENTER:** To enter this Promotion, during the Promotion Period, eligible Entrants must first create their own original droid illustration in accordance with the Entry Requirements in Section 7 (“**Prototype**”). Once the Entrant has created a Prototype, the Entrant must visit www.starwars.com/BuildMyDroidContest (“**Website**”) and complete the online official entry form, which includes checking a box that confirms that Entrant agrees to these Official Rules and Disney’s Terms of Use (found here: <https://disneytermsofuse.com/>) in order to participate in the Promotion. Upon completing the entry form, the Entrant must upload their Prototype in accordance with the Entry Requirements in Section 7. The official online entry form and Prototype are referred to hereinafter as an “**Entry**”. All Entries must be received by 23:59:59 PST on November 13, 2019 (08:59:59 Paris Time on November 14,

2019) (16:59:59 Japan Time on November 14, 2019) to be eligible for the Promotion. Entries will not be acknowledged or returned in any circumstances.

There is a limit of one (1) Entry per person in the Promotion (regardless of whether one (1) person has more than one (1) email address or more than one (1) person uses the same email address). Any attempts by an Entrant to submit more than one (1) Entry may result in such Entrant being disqualified.

Use of any automated system to participate in the Promotion is prohibited and may result in disqualification. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the email account from which the Entry was submitted. "**Authorized account holder**" is defined as the natural person who is assigned the e-mail address associated with an Entry, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with relevant e-mail address. No automatically generated Entries will be accepted.

7. **ENTRY REQUIREMENTS:** By submitting an Entry, each Entrant (and/or Entrant's parent or legal guardian if Entrant is deemed a minor in the territory of his/her residence) agrees to and shall comply with the following conditions of entry:
- a) The Prototype must be the Entrant's own original work. By submitting an Entry, each Entrant warrants and represents that the Prototype is their own original work, does not include any third party artwork or other material and does not infringe the intellectual property rights (or any other rights) of any person or organization. **Modifying, enhancing or altering a third party's pre-existing work does not qualify as Entrant's own original work.**
 - b) The Prototype must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond Entrant's immediate circle of friends and family) through any means previously.
 - c) The Prototype may be created in any medium (e.g. drawings in pencil and pen, paintings, sketches, etc.) and may be in color or black and white. However, the Prototype must be submitted as a digital file.
 - d) The artwork featuring the Prototype must not include any other character, monster, prop, vehicle, location or branding element (including third party names and logos), whether from the Star Wars universe or otherwise.

- e) The Prototype must be uploaded as a JPEG. The file may not exceed six (6) megabytes in size. The file uploaded must not include or contain any code of a malicious, destructive or disruptive nature (including malware or spyware).
- f) Without any limitation of Disney's Terms of Use, each Entrant further expressly acknowledges that Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to his/her Entry and that Sponsor has wide access to ideas, brand names and tag lines, photos, videos, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/brand names/tag lines/photos/videos/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by Entrant and that Sponsor shall have no liability to Entrant or any third party in conjunction therewith.
- g) Entries must not contain material that:
 - i. Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - ii. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
 - iii. References persons or organizations without their written permission other than that of Sponsor;
 - iv. Disparages any persons or organizations;
 - v. Includes threats to any person, place, business, or group;
 - vi. Is in violation of or contrary to any applicable national, federal, state, municipal, or local laws and regulations; or
 - vii. Contains anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion.

8. INTELLECTUAL PROPERTY RIGHTS:

- a) **ASSIGNMENT OF RIGHTS - ALL ENTRANTS EXCLUDING FRENCH ENTRANTS:** To the maximum extent permitted by applicable law, in consideration for the chance to enter this Promotion and the provision of a prize, each prize winner in this

Promotion hereby irrevocably and unconditionally assigns to Sponsor absolutely with full title guarantee and free from encumbrances (including by way of present assignment of present and future copyright) all Intellectual Property Rights (as defined below) and all other rights of whatever nature in and to his/her Prototype.

- b) **ASSIGNMENT OF RIGHTS – ENTRANTS FROM FRANCE ONLY:** To the maximum extent permitted by applicable law, in consideration for the chance to enter this Promotion, each prize winner in this Promotion hereby irrevocably and unconditionally assigns to Sponsor, worldwide, for the legal duration of the rights, absolutely with full title guarantee and free from encumbrances (including by way of present assignment of present and future copyright) all Intellectual Property Rights (as defined below) and all other rights of whatever nature in and to his/her Prototype, notably the rights to publish, manufacture, market, reproduce, communicate to the public, distribute, sell, create and commercialize merchandise, and otherwise use and exploit the Entrant's Prototype in any and all forms of media (whether now or hereafter invented), whether physical or online (including on Sponsor's website and social media channels) and whether related or unrelated to the Promotion. Sponsor shall be entitled to alter, modify, crop, edit and make derivative works from the Prototype in its absolute discretion.
- c) To the extent that applicable law would prohibit or otherwise prevent the assignment of rights referred to in the above Section 8.a) or 8.b), in consideration for the provision of a prize, each Entrant in this Promotion hereby grants to Sponsor an exclusive, worldwide, irrevocable, perpetual royalty free license of the Intellectual Property Rights in the Prototype (with the right to sublicense and subcontract) to publish, manufacture, market, reproduce, communicate to the public, distribute, sell, create and commercialize merchandise, and otherwise use and exploit the Entrant's Prototype in any and all forms of media (whether now or hereafter invented), whether physical or online (including on Sponsor's website and social media channels) and whether related or unrelated to the Promotion. Sponsor shall be entitled to alter, adapt, modify, crop, edit and make derivative works from the Prototype in its absolute discretion.
- d) To the maximum extent permitted by law, each Entrant hereby unconditionally and irrevocably waives any moral rights (and any rights of a similar nature anywhere in the world) to which he/she may be entitled in respect of Sponsor's (and its assignees' and licensees') use of the Prototype and/or consents to Sponsor (and its assignees' and licensees') doing or omitting to do any acts in respect of the Entrant's

Prototype which would otherwise infringe the Entrant's moral rights. To the extent that any Entrant's moral rights cannot be waived as a matter of applicable law, then: (i) each affected Entrant from Spain hereby agrees that he/she will not be entitled to request the attribution on the creation of the Prototype on the commercial uses to be made by the Sponsor (and its assignees and licensees); (ii) each affected Entrant from Mexico hereby agrees to sign the applicable legal documents presented by Sponsor to deal with Intellectual Property Rights matters in a satisfactory manner for Sponsor; and (iii) any other affected Entrant hereby agrees that he/she will not assert or exercise any moral rights (and any rights of a similar nature anywhere in the world) to which he/she may be entitled in respect of Sponsor's (and its assignees' and licensees') use of the Prototype.

- e) Each winner of a prize agrees to confirm and sign the above assignments, licenses, waivers and other agreements set out in this Section 8 (as may be applicable) when claiming his/her prize in accordance with Section 11. In addition, at Sponsor's expense, each Entrant shall, and shall use best efforts to procure that any necessary third party shall, promptly perform all acts, and sign, execute and deliver all deeds and documents, as may be required for the purpose of giving full effect to this Section 8.
- f) For the purpose of these Official Rules, "**Intellectual Property Rights**" means all copyright (including without limitations the rights specified under Japan Copyright Law Articles 27 and 28), design rights, trade marks (whether registered or unregistered and all applications for any of the foregoing), all rights of confidence in information and any other intellectual property rights or proprietary rights of any kind whenever, wherever and however arising for the full term thereof and all renewals and extensions thereof.

9. PUBLICITY: Without affecting any of the rights granted in Section 8, by entering this Promotion, each Entrant agrees that:

- a) whether or not he/she wins a prize, Sponsor shall be entitled (but not obliged) to use his/her name and Prototype in all forms of media for publicity purposes in connection with this Promotion without compensation, except where prohibited by law. Such rights shall include (without limitation) the right to publish the Entrant's Prototype on Sponsor's websites and social media channels in connection with the Promotion; and

- b) if he/she wins a prize, he/she will take part in reasonable publicity connected with the Promotion, if requested by Sponsor, and Sponsor shall be entitled (but not obliged) to use the winner's name, address (city and state/territory only), voice, likeness, photograph, biographical and prize information, statements about the Promotion and/or live and taped performances of interviews for any programming, publicity, advertising and Promotion in all forms of media without compensation, except where prohibited by law.

ENTRANTS FROM FRANCE ONLY: Without affecting any of the rights granted in Section 8, the Sponsor reserves the right not to indicate the Entrant's name with regards to the Prototype in all forms of media for publicity purposes according to the established business practices.

- 10. JUDGING CRITERIA AND WINNER SELECTION:** On or about November 14, 2019 through November 15, 2019, Sponsor will review each Entry submitted using the following judging criteria and percentages: authenticity, as relevant to the theme of Star Wars droids (25%); practicality of building the droid (25%); creativity (25%); and design (25%) (the "**Judging Criteria**"). On November 18, 2019 Sponsor shall provide the top 10 Entries (the "**Top 10**"), based on the Judging Criteria, to a panel of judges, elected by Sponsor in its sole discretion. The judges will review the Top 10 and the Entry with the highest overall score using the judging Criteria will be deemed the winner of the Grand Prize (as defined below in Section 12). The Entry with the second and third highest overall scores using the Judging Criteria will be deemed the winners of the Runner-Up Prizes (as defined below in Section 13). In the event of a tie, the winning Entry will be the Entry with the highest score in the creativity category from among all tying Entries. If the result still produces a tie, the winner will be the Entry with the highest score in the authenticity category. If this also produces a tie, the winner will be the Entry with the highest score in the practicality category. Sponsor, or Administrator on behalf of Sponsor, will contact each potential winner (or his/her parent or legal guardian if the potential winner is deemed a minor in the territory of his/her residence) by telephone and/or email on or before November 20, 2019. Reasonable efforts will be made to contact the winner and runners up, but it is the responsibility of the winner and each runner up to monitor their email account (including any spam or junk mail folder) and voicemail for receipt of the notification. Potential winner/s will have **twenty-four (24) hours** to respond to notification. If they do not respond within that time frame, they will be disqualified and another potential winner will be selected, time permitting. The winners of

the Grand Prize and Runner-Up Prizes will hereinafter be collectively referred to as “**Winners.**” Winners will be selected on the basis of skill in meeting the above criteria. THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR AND SPONSOR’S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

- 11. CLAIMING A PRIZE:** In order to be confirmed as a Winner, each potential Winner will, to the extent permitted by applicable law, be required to sign and return to Sponsor an affidavit (or confirmation) of eligibility/declaration of compliance, a written confirmation of the rights granted in Section 8 (Intellectual Property Rights) and Section 9 (Publicity) and a liability/publicity release (“**Claim Pack**”). The Claim Pack will be provided at the time the potential Winner is notified of the win and must be signed and returned to Sponsor within **five (5) days** of the date the winner’s notification is sent. Sponsor reserves the right at any time to require any potential winner to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential winner is an eligible Entrant, including but not limited to providing a copy of the potential winner’s government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. If any potential winner cannot be contacted or fails to return a valid, completed Claim Form within **five (5) days** of the date of the winner’s notification, then Sponsor reserves the right to disqualify such potential winner and to select an alternate winner who will be the Entrant who received the next highest score. In these circumstances, the original potential winner will forfeit his/her prize.
- 12. ONE (1) “GRAND PRIZE”:** Sponsor will create an actual droid inspired by the Grand Prize winner’s Entry, to be used in a future Star Wars project (see Prize Conditions below for more details on this portion of the Grand Prize); and the Grand Prize winner will also receive one (1) trip for two (2) (Winner and one (1) guest (“**Guest**”)) to Hollywood, CA, U.S.A. to attend the “*Star Wars: The Rise of Skywalker*” premiere (the “**Premiere**”). Trip includes: (a) round-trip, coach-class air transportation for the Grand Prize winner and one (1) Guest between a major airport nearest Grand Prize winner’s residence and Los Angeles International Airport (LAX); (b) accommodations for two (2) consecutive nights’ stay at a Sponsor-specified hotel (one (1) standard room, double/twin occupancy); (c) two (2) tickets to the Premiere in Hollywood, CA; and (d) a voucher for round trip ground transfers to/from airport/hotel for Grand Prize winner and Guest. If Grand Prize winner resides within 250 miles of Hollywood, CA, Grand Prize winner and Guest will receive ground transportation in lieu of airfare.

Approximate Retail Value (“ARV”) may vary from actual value, depending on date and point of departure and actual number of travel companions. Any difference between stated and actual value shall not be awarded. **Grand Prize winner and Guest must depart and return in December 2019 or prize will be forfeited. ARV of Grand Prize: \$3,000.00 USD.**

- 13. TWO (2) “RUNNER-UP PRIZES”:** Two runners up will each receive a “*Star Wars: The Rise of Skywalker*” movie poster featuring movie cast signatures. Sponsor makes no guarantees that any specific cast members will sign the poster. Exact signatures on the poster shall be at the discretion of Sponsor and/or Prize Provider. **ARV of each Runner-Up Prize: \$25.00 USD.** The Runner-Up Prize winners will receive their Runner-Up Prize within 6-8 weeks of the Runner-Up Prize winner submitting a valid Claim Form in accordance with Section 11. Sponsor is not responsible for lost, late, damaged, delayed, stolen, or mutilated mailing of any Runner-Up Prize.

14. PRIZE CONDITIONS:

For the building of the droid portion of the Grand Prize: (a) Sponsor, in its sole discretion, will determine which Star Wars project the Entry will be included in; (b) the exact method and context of incorporation and the duration of on-screen use of the Grand Prize winner’s Entry shall be at the Sponsor’s sole discretion, but shall be no less than three (3) seconds; (c) Sponsor may alter the design color, size and any other characteristics of the Grand Prize winner’s Entry, as it deems fit and in its sole discretion; and, (d) Sponsor will ensure that the Grand Prize winner’s Entry is included in a Star Wars project of Sponsor’s choice within three (3) years of being selected as the Grand Prize winner of this Promotion. Without limiting the foregoing, Grand Prize winner shall have NO right of review or approval of the Entry as it appears in the Star Wars project. Entrants acknowledge and agree that the Entry as included in the Star Wars project may be modified from the Entry submitted by the Grand Prize winning Entrant. Such modifications may occur in Sponsor’s sole discretion and for any reason including, without limitation, as a result of production needs, creative preferences, formatting requirements or broadcast standards requirements. Sponsor is not responsible in the event the Star Wars project in which the winning Entry is to appear does not air as originally intended whether as a result of delay, cancellation or pre-emption in whole or in part.

At least one of the Grand Prize winner and his/her Guest must have reached the age of majority in his/her jurisdiction of residence. If the Grand Prize winner is a minor in his/her

jurisdiction of residence, his/her Guest must be a parent or legal guardian of the Grand Prize winner who has reached the age of majority in his/her jurisdiction of residence. If the Guest is a minor in his/her jurisdiction of residence, the Guest must be the child or legal ward of the Grand Prize winner. The Guest must not be an employee, officer or director of any of the Released Parties (as defined in Section 17) or a family member of any of the Released Parties. The Grand Prize winner shall ensure that the Guest must complete and return any paperwork required by Sponsor, including but not limited to a non-disclosure and/or publicity release. Grand Prize winner and his/her Guest shall provide such documentary evidence of their eligibility under this Section 14 as Sponsor may reasonably request at any time.

All travel arrangements will be administered by Sponsor's authorized designee and tickets issued prior to departure. The choice of flights, hotel and any other transportation or venue relating to the Grand Prize shall be at the sole discretion of Sponsor. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Grand Prize winner's possession or in the possession of the Guest. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight.

The Grand Prize winner must travel during timeframes listed in Section 12 above as specified by Sponsor in its sole discretion. The Grand Prize may not be combined with any other coupon, certificates, discount, bonus, infant fare, upgrade, or promotional offers/tickets. Void if altered. Booking and travel dates must fall into the range as specified or Grand Prize will be forfeited and Promotion Entities will have no further obligation to the Grand Prize winner. Travel is subject to availability.

The Grand Prize winner and his/her Guest are solely responsible for obtaining and paying for any required passports, visas, ESTAs and any other documentation necessary to enable them to travel to the U.S.A. on the dates specified in Section 12.

The Grand Prize winner and his/her Guest are solely responsible for obtaining and paying for suitable travel and/or medical insurance in advance of travel. The Grand Prize winner and his/her Guest hereby acknowledge that Sponsor has not and will not obtain or provide

travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Grand Prize winner and his/her Guest to arrive at the designated gateway airport in time for each flight that is part of the Grand Prize.

The Grand Prize winner and his/her Guest are responsible for all in-room charges (e.g., mini-bar, movies), transportation not specified herein, telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, and any other fees and expenses not specifically mentioned in these Official Rules. The Grand Prize winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room attributed to a Grand Prize winner and/or his/her Guest will be the responsibility of the Grand Prize winner. Photo identification/passport and credit card or cash deposit may be required at check-in for incidental and/or in-room charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize).

If any element or detail of the Grand Prize, including without limitation the Premiere, is canceled, postponed or becomes unavailable for any reason, Sponsor shall substitute that element for another prize of equivalent value. Subject to any substitution of the unavailable element of the prize, to the maximum extent permitted by applicable law, Released Parties shall have no further liability to the Entrant in relation to the canceled, postponed or unavailable element of the prize. The Grand Prize winner and his/her Guest shall be subject to all terms and conditions printed on any ticket and gift card issued in conjunction with the Grand Prize. In the event the Grand Prize winner and/or his/her Guest is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, Released Parties are not responsible and no further compensation or award will be provided.

The attendance by any specific cast members, filmmakers, or such other talent from the film during the Premiere is not guaranteed and shall be subject to such talent's availability and Sponsor's sole discretion. Neither Sponsor nor any Promotion Entities guarantee any type of meeting or photo opportunity with any specific cast member or talent from the film during the Premiere. In the event the Grand Prize winner and/or Guest engage in behavior that, as determined by Sponsor or producers of the film, is obnoxious or threatening, illegal or in breach of any applicable venue terms and conditions, or that is intended to, or does, annoy, abuse, threaten or harass any other person, Sponsor and Promotion Entities reserve the

right to terminate the trip or any element of the Grand Prize early, in whole or in part, and to require the winner and Guest to leave any relevant venue, with no further compensation. The Grand Prize winner and his/her Guest must obey all rules and complete any paperwork required for the Grand Prize, including but not limited to any additional releases, contracts, non-disclosure agreements, waivers required by the Sponsor or Promotion Entities and, failure to sign such paperwork and/or to furnish all required information on dates selected by Sponsor or Promotion Entities in their sole discretion will result in forfeiture of the Grand Prize.

The Grand Prize winner and his/her Guest must travel on the same itinerary. If the Grand Prize winner chooses not to bring a Guest, the trip will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to that Grand Prize winner. A Grand Prize winner may not charge a Guest for participating in the trip. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as part of the Grand Prize; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. The Grand Prize winner and their Guest are solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets.

Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Winners. The prizes are not redeemable for cash and are subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or any element thereof) for one of equal or greater value for any reason. Any and all expenses not specifically included in the prize description are the sole and exclusive responsibility of the Winners. All applicable federal, state, foreign, provincial, and local taxes are the sole responsibility each winner. Grand Prize winner will receive either (i) if a U.S. resident, a 1099 tax form reflecting actual value of the Grand Prize as it is valued at over \$600 (US), or (ii) if not a U.S. resident, an IRS Form 1042-S, W-8Ben, or any applicable tax forms. A non-U.S. resident winner may be responsible for U.S. foreign withholding tax on Grand Prize in addition to any taxes that may be levied by his/her country of residence on value of prize won. Prizes will be awarded provided they are validly

claimed by November 27, 2019, after which no alternate Winners will be selected, nor unclaimed prizes awarded.

15. PRIVACY POLICIES AND DATA COLLECTIONS –ENTRANTS FROM USA, CANADA, MEXICO AND JAPAN:

Information provided by Entrant for this Promotion during the entry process is subject to Sponsor’s privacy policy located at <http://corporate.disney.go.com/corporate/pp.html> (English language version); <https://privacy.thewaltdisneycompany.com/es/politica-de-privacidad/> (Spanish language version). By entering this Promotion, each Entrant (and/or Entrant’s parent or legal guardian if Entrant is deemed a minor in the territory of his/her residence) agrees that the Sponsor and/or Administrator has the right to contact the Entrant via provided contact information in order to administer and fulfill this Promotion.

16. DATA PROTECTION – ENTRANTS FROM GREAT BRITAIN, BELGIUM FRANCE AND SPAIN:

Any personal data of Entrants processed in connection with this Promotion will be processed in accordance with Sponsor’s privacy policy located at <http://corporate.disney.go.com/corporate/pp.html>. In particular, Entrants acknowledge and understand that: (a) Sponsor is the controller in respect of Entrants’ personal data; (b) Sponsor will only use and permit the use by any third parties (such as Administrator) of Entrants’ personal data for the purposes described in these Official Rules and Sponsor’s privacy policy, which purposes include the administration of the Promotion and allocation any prizes; (c) It is necessary for Sponsor to use Entrants’ personal data to perform its obligations to Entrants in relation to the administration of this Promotion or it is in Sponsor’s legitimate interest to use Entrants personal data in the ways described in these Official Rules in order to ensure the proper administration of this Promotion; (d) Entrants acknowledge that Sponsor is located in the U.S.A. and therefore that Entrants’ personal data will be transferred to and processed in countries outside the European Economic Area (“EEA”) and the UK, including the U.S.A. Countries outside the EEA and UK may not provide the same degree of protection for personal data as is provided within the EEA and UK. Sponsor will take reasonable steps to ensure the security of Entrants’ personal data, but Entrants acknowledge and understand that their personal data may be subject to access requests from governments, courts, or law enforcement in jurisdictions outside the EEA and UK according to laws in those jurisdictions; (e) Sponsor will retain Entrants’ personal data for as long as it is required for the purposes described in these Official Rules and Sponsor’s

privacy policy; (f) Entrants have certain rights in relation to their personal data, including: (i) to obtain copies of it, (ii) to have it corrected or deleted, (iii) to limit the way in which it is used, (iv) to object to its use, (v) to transfer it, (vi) not to be subject to decisions based on automated processing (including profiling) and (vii) to complain to the relevant regulator. A list of contact details for all EU supervisory authorities can be found at: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. In the event of any concerns, Entrants are asked to contact Administrator at Disney@Brandmovers.com to enable Sponsor to try to resolve any issues. Please note that many data subject rights are not absolute and the extent to which they apply may vary depending on the circumstances and any exemptions that may apply.

17. RELEASE AND INDEMNITY:

The Released Parties (as defined below) make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the prizes furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

To the maximum extent permitted by law, Entrant (or Entrant's parent or legal guardian if Entrant is deemed a minor in the territory of his/her residence) hereby releases, indemnifies and holds harmless the Promotion Entities, and their respective advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, members, employees, representatives and agents (collectively, the "**Released Parties**") from:

- a) any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of a prize; and participation in the Promotion or any Promotion-related activity or travel, or from any interaction with, or downloading of, computer information;
- b) all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by

reason of: (i) Sponsor's exercise of any rights granted by Entrant in these Official Rules or otherwise in connection with the Promotion; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Entry and any portion thereof, or the likeness of any natural person therein.

18. LIMITATIONS ON LIABILITY:

To the maximum extent permitted by law, Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Promotion or in any Promotion-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other promotion offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Promotion. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, having occurred without their fault or knowledge, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not

limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Promotion.

ENTRANTS FROM GREAT BRITAIN, FRANCE AND SPAIN ONLY: Nothing in these Official Rules limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that may not be limited or excluded as a matter of applicable law. Consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are in addition to and are not affected in any way by anything contained in these Official Rules. All limitations and exclusions of liability in these Official Rules shall be subject to this overriding provision.

ENTRANTS FROM BELGIUM ONLY: Nothing in these Official Rules limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any inappropriate exclusion of liability of the Sponsor for its own full or partial malperformance; or (d) any other liability that may not be limited or excluded as a matter of applicable law.

ENTRANTS FROM JAPAN ONLY: In the event that these Official Rules are deemed to qualify as a consumer contract under the consumer contracts law of Japan, any provision of these Official Rules which purports to exclude all liability of the Sponsor shall not apply. In such case, the Sponsor shall be liable to compensate only for actual direct ordinary damages arising to the Entrant(s) (except in the case of willful act or gross negligence) up to a maximum amount of \$1,000 USD.

19. DISPUTES:

Entrant (or Entrant's parent or legal guardian if Entrant is deemed a minor in the territory of his/her residence) agrees that, to the maximum extent permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or the prizes awarded, other than those concerning the administration of the Promotion or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no

event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

ENTRANTS FROM BELGIUM ONLY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Belgium.

NOTHING IN THESE OFFICIAL RULES LIMITS OR EXCLUDES ANY RIGHTS THAT ANY ENTRANT MAY HAVE UNDER THE MANDATORY LAWS OF HIS/HER OWN COUNTRY. IN PARTICULAR, ENTRANTS FROM GREAT BRITAIN, BELGIUM, FRANCE, SPAIN AND JAPAN MAY BRING CLAIMS IN THEIR HOME COURTS.

20. WINNERS' LIST/OFFICIAL RULES:

For an official Winners list (available after January 1, 2020) send a self-addressed, stamped envelope to: **STAR WARS: THE RISE OF SKYWALKER BUILD MY DROID CONTEST - WINNERS LIST**, c/o Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont and those located in jurisdictions outside the USA may omit return postage on all requests. Official Rules may also be obtained during the Promotion Period at www.starwars.com/BuildMyDroidContest.

ENTRANTS FROM GREAT BRITAIN AND SPAIN ONLY: By entering this Promotion, each Entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by applicable law. Any Entrant may object to their information being made available in this way, or may request that the amount

of information made available be reduced, by contacting Sponsor using the contact details at the end of these Official Rules. In these circumstances, the Entrant acknowledges that Sponsor may nevertheless disclose the relevant information to the UK's Advertising Standards Authority (or any other competent authority or regulatory body) if required to do so.

- 21. SEVERANCE:** If there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

- 22. CANCELLATION AND MODIFICATION:** In the event of 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 Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Promotion, so that it cannot be conducted as originally planned, Sponsor reserves the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Promotion, and in such event, to select potential Winners by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension.

- 23. CONTACT:** Enquiries about this Promotion can be sent to Administrator at: Disney@Brandmovers.com