

MILES FROM TOMORROWLAND SPACE MISSIONS CONTEST

OFFICIAL RULES ("Rules")

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

- 1. SPONSOR:** Disney Online, 1200 Grand Central Avenue, Glendale, California 91201 ("Sponsor"), 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 ("Administrator"), an independent judging organization whose decisions are final and binding with respect to the Contest.
- 3. ELIGIBILITY:** To be eligible for this Contest, at the time of entering you must: **[a]** be 18 years of age or older or the age of majority in your state of primary residence, whichever is older, and a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia ("Territory"); **[b]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a "Member"); **[c]** not be an employee of Sponsor, Administrator, their parent, divisions, affiliates, subsidiary company or their advertising, promotion or fulfillment agencies involved in this Contest (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), and **[d]** be willing to have your Submission (as defined below in Section 4) published in the gallery page ("Gallery") of DisneyJunior.com/SpaceMissions ("Website") during and/or at and after the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, and/or for any other commercial or other purpose as determined by Sponsor including, but not limited to, appearing in a television commercial spot airing on Disney Junior, for which you agree to submit a signed release. Sponsor shall be the final determinate on all eligibility questions and/or issues and such determinations shall be final.

Instructions on how to register and upload your entry are described below in Sections 5 and 7. Registering and uploading your entry are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations. The dates and times set forth below are subject to change in Sponsor's sole discretion. In the event of any change, notice of the revised date or time may be posted on the Website. For purposes of these Rules, all times and days are Pacific Time ("PT"). Sponsor's computer is the official time keeping device for this Contest; and the awarding of any Prizes (as defined herein) is subject to the eligibility and forfeiture provisions set forth herein.

4. BRIEF OVERVIEW OF CONTEST:

Entry/Photo: During the period commencing at 12:01 AM (PT), July 15, 2015, and ending at 11:59 PM (PT) August 31, 2015 ("Entry Period"), you, as the contestant ("Contestant") may enter the Contest by (1) completing a space mission activity ("Activity") which you can find out more about on the Website; (2) submitting a photograph ("Photo") of the completed Activity, and (3) completing additional entry information including first name and Photo caption (optional), (collectively, "Submission"), and accepting the Terms of Use ("TOU") currently located at <http://DisneyTermsofUse.com> and these Rules by checking the appropriate box(es) all pursuant to the guidelines and Do's and Don'ts included in these Rules ("Instructions"). Each Submission will be considered for one of the following categories (each, a "Category"). The Category choice will be at the sole discretion of the judges ("Judges")

- Technology
- Vehicles
- Planets

Contestants and their families are encouraged to watch the instructional video on the Website before they begin their chosen Activity. Members may submit only one (1) Submission per day.

See Section 13 C [ii][2] for more details on the use of Disney intellectual property/copyrighted works ("Disney IP") if you decide to include, though no purchase of Disney products or services is necessary for the Submission. Incomplete Submissions will be disqualified.

Judging/Winner Selection: Entries in each Category will be judged during the submission process by Sponsor's appointed panel of Judges consisting of employees of Sponsor who will score the eligible Submissions based on the following criteria ("Criteria"): Creativity (34%), Originality (33%), and Relevance to chosen Activity (33%) in order to choose the potential winners for this Contest. Winners are subject to verification and compliance with these Rules and the TOU.

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criteria – Creativity. The decision of the Judges shall be final and binding.

On or about September 19, 2015, winners will be announced in a promotion spot airing on Disney Junior during the premiere of Miles From Tomorrowland: Space Mission Mars.

Please be sure to review these Rules and Do's and Don'ts below before you create your Submission. You must adhere to these Rules and Do's & Don'ts below.

DO's & DON'Ts

Do's...

- **Do protect your privacy.**
Use only your first name and please, don't include anyone else's full name or other personal information in your Submission. If there are any other people in the Photo, each and every person must be part of your immediate family. No other people can be featured in the Photo.
- **Do be original.**
Submission has to be 100% original, so feel free to put your own spin on it.
- **Have fun!**

Don'ts...

- **Don't show any brands or logos.**
That means no visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere.
- **Don't create a Submission that shows anything unsafe or isn't "PG".**
- **Don't send a Photo that is too big or the wrong format.**
Photo must be less than 10MB in file size ("Size") and in jpg format ("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 and your Activity!
- **Keep it Steady.**
Make sure your camera is on a tripod or make sure something is holding it steady.

5. HOW TO REGISTER: As a Member of Disney.com, you may enter the Contest by logging in to the Website or through the Disney Applause Application (“App”) with your user name (“User Name”) (or email address “Address”) and password and following the Instructions in Section 7 below. 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. 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 if you meet the eligibility requirements outlined in these Rules, you may enter the Contest by following the Instructions in Section 7 below. 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) with your User Name (or Address) and password, click on “Modify” and follow the instructions on how to change the Address.

6. HOW TO CREATE A CONTEST ENTRY: Follow the Instructions in section 4 of these Rules (also available on the Website and App) to create your Submission. Submission should adhere to all specifications included in these Rules. Any Submission that fails to meet Sponsor's specifications may be disqualified in Sponsor's sole discretion. See Section 8 for further details on requirements. All Submissions must be received during the Entry Period. Proof of submitting a Submission does not constitute proof of receipt or entry into the Contest.

7. HOW TO SUBMIT A CONTEST ENTRY: Once you have completed your Activity and taken your Photo, submit your entry by completing the following steps: **(a)** login using your User Name (or Address) and password; **(b)** find the icon representing this Contest; **(c)** click on the icon, and enter your date of birth; **(d)** enter your first name and Photo caption (optional); **(e)** click the “Upload” button to submit your Photo. If everything was entered successfully, you will receive a message thanking you for your Submission.

By submitting a Submission, you will be agreeing to be bound by the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects. 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. Furthermore, you grant Sponsor permission to

email your Address regarding the possible use in any media of any Submission submitted by you. Thereafter, your Submission will be moderated for possible inclusion within the Website or App.

Sponsor reserves the right not to post any Photo and/or Submission for any reason in its sole discretion. Submissions will not be returned, and Sponsor reserves the right to use any portion of the Submission in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Submission may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

If your Submission does not pass moderation, it will not be included on the Website, and will not be eligible to be entered into the Contest.

8. CONTEST REQUIREMENTS/LIMITATIONS: All Submissions must meet the following requirements and specifications to be eligible:

- a. The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Contest. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website and/or App or any other website and to grant to Sponsor the rights set forth herein.
- b. With the exception of any Disney IP you might use, 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 Sponsor in these Rules and/or Instructions, including, without limitation, Format, file Size and any other specifications.
- d. The Submission 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 Submissions 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 Submission must not violate these Rules or the TOU.

- e. The Submission must not disparage the Entities.
- f. With the exception of any Disney IP you may use in your Submission, 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 Sponsor upon the terms and conditions set forth herein; (iii) the Submission has not been previously published (other than on social media) nor has it received any previous awards and/or prizes; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited, and (v) 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 Sponsor to any costs or liability of any kind or nature whatsoever.
- g. There is a limit of one (1) Submission per Member per day regardless of whether one person has more than one (1) Address/Member account or more than one person uses the same Address/Member account. Each Submission must be unique, and you cannot submit the same Submission 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 Submission will be disqualified. In the event that the same Submission is received from more than one (1) Contestant, the Submission will be deemed to be submitted by the first Contestant who the Submission was received from. In the event that more than one (1) Submission is received from a

Contestant within the same day, only the first Submission received will be accepted.

- h. You are responsible for, and must have obtained, prior, written approval from any identifiable member of your immediate family (or such person's parent or legal guardian ("Parent") if such person is a minor ("Minor") as defined by state of primary residence) that appears in, is mentioned in, or otherwise contributed to the creation of the Submission (each a "Third-Party Participant"), for you to include such person in the Submission. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) allowing use of such person's name, likeness or contribution in the Submission, and you and each Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, and if you do not provide such evidence you may be disqualified and rendered ineligible to receive a Prize in this Contest.

9. SPONSOR'S RIGHT TO DISQUALIFY: If the Sponsor believes that the Submission does not comply with the TOU, these Rules or that the Submission 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 Submission at any time.

In the event that a winner is disqualified, the Prize will be forfeited and may or may not, at Sponsor's sole discretion, be awarded to an alternate winner selected from among the remaining eligible Submissions based on Judges' score.

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

One (1) Grand Prize ("Grand Prize"): One (1) Grand Prize winner ("Grand Prize Winner") will receive a three (3) day, two (2) night trip for Grand Prize Winner and up to three (3) guests (the "Guest," and together with the Grand Prize Winner, the "Group") to the closest commercial airport to Cape Canaveral, Florida ("City") between Sponsor-selected dates of September 30, 2015 and December 31, 2016 ("Trip"). Trip consists of the following elements ([a] – [f]) for the Group: **[a]**

a tour of the Kennedy Space Center Visitor Complex which includes(i) reserved seats on the Kennedy Space Center Up-Close guided bus tour of Kennedy Space Center, (ii) the chance to see 3D movies, (iii) participation in the Shuttle Launch Experience® (an exhibit), (iv) participation in Space Shuttle Atlantis® (an exhibit), (v) reserved seats in the Lunch with an Astronaut program, and (vi) a possible opportunity to have a photo opp and meet an astronaut (**subject to availability**); **[b]** a SPACE X VIP tour of the Cape Canaveral Air Force Station and you may have the opportunity to see a rocket blastoff (subject to availability, weather conditions, safety precautions, etc.); **[c]** a VIP tour of Moon Express, a commercial space company and a competing team in the \$30M Google Lunar XPRIZE looking to open up the Moon's vast resources for humanity. As part of the tour, you will view a robotic lander demonstration; **[d]** a two (2) night stay at a Sponsor-selected hotel (one (1) room/quad occupancy); at Sponsor's sole discretion, depending on where the Grand Prize Winner resides, to accommodate long travel times, Sponsor may include one (1) additional night at a Sponsor-selected hotel; **[e]** if a 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 Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near a Grand Prize Winner's residence ("airport of origin") and metropolitan airport near City ("destination airport"); but if a Grand Prize Winner's residence is located two hundred fifty (250) miles or less from City, then air transportation will not be provided; **[f]** round trip ground transfers from destination airport to hotel if air transportation is provided . ARV of Trip: **\$5,000**. The following elements are for the Grand Prize Winner only: **[g]** one (1) 3D Printer (ARV: \$999); **[h]** one (1) Google® cardboard viewer (ARV:\$14.99), and **[i]** one (1) *Miles from Tomorrowland* Toys prize pack including: one (1) Blodger plush, one (1) Laserang, one (1) talking action figure, one (1) space watch, and one (1) *Miles From Tomorrowland* backpack (ARV:\$103). Total ARV of Grand Prize: **\$6,117**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and fares. All expenses associated with claiming a Grand Prize not specifically mentioned herein are not included and are solely a Grand Prize Winner's responsibility, including but not limited to: round trip 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. A Grand Prize Winner must take Trip on Sponsor's selected dates sometime between September 30, 2015 and December 31, 2016, or Grand Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner, time permitting. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. 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 Prize are not eligible for frequent flyer miles, and no code share flights may be used.

Three (3) First Runner Up Prizes (“First Runner Up Prize(s)”): Three (3) First Runner Up winners (“First Runner Up Winner(s)”) will each receive one (1) 3D printer (ARV: \$999).

One hundred (100) Second Runner Up Prizes (“Second Runner Up Prize(s)”): One hundred (100) Second Runner Up winners (“Second Runner Up Winner(s)”) will each receive one (1) Google® cardboard viewer (ARV: \$14.99).

“Prize” can be used to mean and refer to each Grand Prize, First Runner Up Prize and Second Runner Up Prize. **Total ARV of all Prizes: \$ 10,313.**

“Winner” can be used to mean and refer to each Grand Prize Winner, First Runner Up and Second Runner Up Winners.

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. The Sponsor is not responsible for the cancellation, postponement or unavailability of an element of the Trip including, but not limited to, any rocket blastoff, any tours of Kennedy Space Center, any astronaut meet and greet, any visit to Cape Canaveral Air Force Base and/or Moon Express and if such cancellation, postponement or unavailability occurs, the Grand Prize will be awarded without that particular element of the Grand Prize. 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 Submissions are received, and Prizes are validly claimed by September 11, 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 and (in the case of the Grand Prize Winner and First Runner Up Winners) the timely receipt of Affidavit (as defined below). Limit one (1) Prize per person.

11. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: On or about September 4, 2015, the potential Winners will be notified by email (“Email Notification”) at the **Address** associated with their Member account to verify their identity so that Administrator can send an affidavit of eligibility/release of liability (“Affidavit”) to the Grand Prize Winner and First Runner Up Winners. At the sole discretion of the Sponsor, disqualification and the selection of an alternate Winner may result from any of the following, without limitation: **[a]** a potential

Winner'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 or return of an Affidavit as undeliverable after two (2) attempts; **[c]** a potential Winner's failure to provide Sponsor with satisfactory proof of eligibility; **[d]** a potential Grand Prize Winner's or First Runner Up Winners' failure to execute and return by overnight delivery service (pre-paid by Administrator) all Sponsor-requested documents including without limitation an Affidavit within five (5) business days after transmission; **[e]** a Grand Prize Winner's failure to be available to complete the trip sometime between September 30, 2015 and December 31, 2016 and **[f]** any other non-compliance with these Rules or TOU. All First Runner Up and Second Runner Up Prizes will be delivered within 12 weeks after Administrator's receipt of valid mailing address and verification of eligibility and compliance with these Rules, including return of all required documentation. 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, time permitting. The Group must travel together on the same itinerary and members of the Group are solely responsible for obtaining any and all necessary travel documents (i.e. valid photo I.D, passport, etc.) before departure. All Guests will be required to execute a Release of Liability prior to ticketing. All taxes are solely the responsibility of each Winner. Sponsor reserves the right to withhold applicable taxes as required by law (including, without limitation, California state tax applicable to non-California resident Winners). Grand Prize Winner will be required to complete the appropriate tax forms (IRS Form W-9 and, if a resident of California, California Form 590) in order to claim his or her Prize. Grand Prize Winner and First Runner Up Winners will receive an IRS Form 1099 reflecting the value of his/her Prize. Anyone in the Group who is a Minor must be accompanied on the Trip by his/her Parent as one of the Group. Minors must be accompanied at all times during the Trip (including, but not limited to, in-flight, hotel stay, tours, and all other Prize-related events) by a Parent.

12. 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").

13. 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 Submission 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 App 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 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 the names, likenesses, voices and biographical information of any person appearing in the Photo (including the Contestant), 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 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] Submission/Entry Rights: By entering this Contest and/or accepting any Prize you may win, you agree and represent that you 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 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, and [2] if your Submission includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to use Disney IP for the purposes of creating an entry for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Submission (if such rights are not assigned to Sponsor, your license to create the Submission using Disney 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 Submission 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 Submission shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Submission.
- 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 Submission and any comments for promotional or any other purpose.
- f. Not Responsible for Errors or Submission 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 Submissions.

14. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND

INDEMNIFICATION/CONDITIONS: You expressly understand and agree that: **[a]** You hereby release and hold harmless the Entities and their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (the "Released Parties") from any and all liability for claims, 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; **[b]** YOUR USE OF THE WEBSITE AND 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 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 Sponsor's Website and/or 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 videograph, 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.

15. 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 Submissions 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 Submissions, 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 Submissions received prior to termination. The Entities are also not responsible for any changes to the Website and/or App or mobile function that may interfere with the Contest or ability to upload Submissions 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.

16. 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.

17. WINNERS' LIST: For the name of the Winners (after September 30, 2015 and before November 30, 2015) and/or Rules (before August 31, 2015), send a separate, stamped, self-addressed envelope to: Miles From Tomorrowland Space Missions 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.