

**DISNEY EMOJI AS TOLD BY YOU CONTEST (“CONTEST”)  
OFFICIAL RULES`**

To participate in the Contest, you (“Contestant”) must agree to and abide by these Official Rules.

**I. TERMS OF ENTRY IN SUMMARY**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**2. PARTICIPATING COUNTRIES, AGE REQUIREMENTS. CONTEST IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“U.S.”), CANADA (EXCLUDING QUEBEC), THE UNITED KINGDOM, FRANCE, GERMANY, AUSTRALIA, AND NEW ZEALAND WHO, AT THE TIME OF ENTRY, ARE: (A) BETWEEN THE AGES OF EIGHTEEN (18) (OR THE AGE OF MAJORITY IN THEIR COUNTRY/PROVINCE/STATE OF RESIDENCE, WHICHEVER IS OLDER) AND TWENTY-FOUR (24); AND (B) ARE ENROLLED AS A STUDENT IN A MINIMUM OF ONE COURSE AT A POST SECONDARY SCHOOL OR PROGRAM (“POST SECONDARY SCHOOL”). FOR PURPOSES OF THIS CONTEST, A POST SECONDARY SCHOOL IS AN INSTITUTION OF HIGHER EDUCATION THAT AWARDS DEGREES, CERTIFICATES AND/OR PROFESSIONAL CERTIFICATIONS AND INCLUDES, BUT IS NOT LIMITED TO, COLLEGES/UNIVERSITIES, VOCATIONAL SCHOOLS, TRADE SCHOOLS AND ACADEMIES. SPONSOR’S DETERMINATIONS REGARDING WHETHER A PARTICULAR SCHOOL OR PROGRAM IS A *POST SECONDARY SCHOOL* AND/OR WHETHER AN ENTRANT IS ELIGIBLE SHALL BE FINAL AND BINDING AND NOT SUBJECT TO CHALLENGE OR APPEAL. VOID IN QUEBEC. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED. SEE SECTION IV BELOW FOR MORE DETAILS.**

**3. COMPLIANCE WITH OFFICIAL RULES. SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO DISQUALIFY ANY SUBMISSION THAT DOES NOT COMPLY WITH THE OFFICIAL RULES GOVERNING SUBMISSIONS, INCLUDING, WITHOUT LIMITATION, TECHNICAL REQUIREMENTS FOR SUBMISSIONS OR ANY OTHER REQUIREMENT OF THESE OFFICIAL RULES.**

**GRAND PRIZE TRIP MUST BE TAKEN FROM MAY 21, 2017 THROUGH MAY 27, 2017**

**II. DEFINED TERMS**

- 1. Administrator:** LeadDog Marketing Group, Inc., 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001 USA (“**Administrator**”).
- 2. Contest:** “Disney Emoji As Told by You Contest”.
- 3. Entry Period:** The period between 12:00 pm (noon) P.T. (as defined below) on February 16, 2017 and 11:59 p.m. P.T. on March 9, 2017.
- 4. Sponsor:** Disney Online, 500 South Buena Vista Street, Mail Code 7667, Burbank, CA 91521-7667.
- 5. P.T.:** United States Pacific Time (“**P.T.**”) (e.g., Los Angeles time), corresponding to Central European Time (CET) minus nine hours. For example, where the stated time is 12:00 a.m. (midnight) P.T., this time corresponds to 9:00 a.m. CET of the same day, and where the stated time is 11:59 p.m. P.T., this corresponds to 8:59 a.m. CET in the morning of the following day. **IMPORTANT NOTICE TO CONTESTANTS: ALL TIMES LISTED THROUGHOUT THE OFFICIAL RULES ARE IN P.T. CONTESTANTS ARE**

**SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.**

**III. GENERAL CONTEST OVERVIEW, PROCEDURES AND INSTRUCTIONS**

**1. CONTEST PHASES**

This Contest is being conducted in two (2) phases, as follows:

**PHASE 1 (“SUBMISSION PHASE”):**

During the Entry Period, you may create and submit at <http://disney.de/EmojiContest> (if a legal resident of Germany), <http://disney.fr/EmojiContest> (if a legal resident of France), or <http://disney.com/EmojiContest> (if a legal resident of any other eligible country listed above) (collectively, the “**Website**”), original, static artwork of an emoji depicting a single character’s face from a Disney feature film produced by The Walt Disney Company or its affiliates (collectively, “**Disney**”) expressing one of the following emotions: happiness, fear, sadness, excitement or confusion (an “**Emoji**”). Your Emoji must be submitted using one of the following formats: .PDF, .JPG, .PNG, or .GIF) and pursuant to the instructions outlined in Section IV. 3 (How To Enter) below and posted on the Website (“**Instructions**”), including completing an entry form that asks for the name of your Disney character Emoji including the emotion depicted (“**Title**”), and acceptance of these Official Rules, the TOU (as defined below) and Privacy Policy (as defined below) (collectively, a “**Submission**”).

**You may submit only one (1) Submission.** The face of your Emoji may be accompanied with a background, props, accessories, full or partial body parts or other elements subject to any restrictions set forth in these Official Rules, however doing so is not required. If you do include any of these additional elements beyond the face, all uses of the word “Emoji” include the accompanying elements as well, and these other elements will be judged as part of your Emoji submission. **EMOJIS MUST DEPICT THE FACE OF A SINGLE CHARACTER FROM A DISNEY FEATURE FILM AND MUST EXPRESS ONE OF THE FOLLOWING EMOTIONS: HAPPINESS, FEAR, SADNESS, EXCITEMENT OR CONFUSION.** Incomplete Submissions will be disqualified. Submissions must be appropriate for audiences of any age under any youth protection laws, as determined by Sponsor by its reasonable judgment. Five (5) Grand Prize winners and twenty (20) First Prize winners selected from all of the entrants in the participating countries will be determined in accordance with criteria and information listed in the “Judging Phase” section below, at the sole discretion of a single panel of judges appointed by the Sponsor including at least one independent judge (collectively, the “**Judges**”). You can request a list of the Judges by emailing the Administrator at [sweeps@leaddogmarketing.com](mailto:sweeps@leaddogmarketing.com).

When creating your Submission, please adhere to the Do’s & Don’ts below and on the Website and the more detailed rules in Section IV. 4 (Rules Governing Emoji Content) below.

**DO’S & DON’TS OF SUBMISSIONS**

**Do’s...**

- **Do protect yours and others’ privacy.**  
Please don’t include any last names or other personal information in your Emoji/Submission.
- **Do depict a Disney character’s face in your Emoji.**  
Your Emoji’s face must depict the face of a character from a Disney feature film produced by The Walt Disney Company or its affiliates, including the Walt Disney Animation Studios, Disney Pixar, Lucasfilm and Marvel Studios.

- **Do be original.**  
Feel free to put your own spin on the Disney character you are depicting and make sure what you create is original and doesn't contain other third party materials protected by copyright or other intellectual property rights.
- **Do express one of the five (5) emotions.**  
Your Emoji must express one of the five (5) following emotions: happiness, fear, sadness, excitement or confusion. Be sure the Title of you Submission includes your Emoji's name and emotion.
- **Do read the terms.**  
Please ensure you read the rest of these Official Rules in full. These "Do's and Don'ts" are simply a handy reminder of some of the main things to remember when taking part in the Contest.
- **Have fun!**

#### Don'ts...

- **Don't submit an exact copy of pre-existing Disney artwork.** For example, do not submit a copy of an emoji from Disney's "As Told By Emoji" videos or the Disney Emoji Blitz game.
- **Don't show any brands or logos**  
Avoid visible/recognizable use of brands (other than Disney-branded items).
- **Don't base your Emoji off of an inanimate object.** (e.g., Cinderella's slipper or the rose from Beauty and the Beast.) Your Emoji must depict a static image of a character from a Disney feature film.
- **Don't include any text in your Emoji.**
- **Don't be rude or profane.**  
Do not show rude gestures or anything inappropriate.
- **Don't submit an Emoji that is too big or in the wrong format.**

**SUBMISSIONS WILL NOT BE RETURNED.** YOU SHOULD RETAIN A BACK-UP COPY OF YOUR EMOJI AND ANY OTHER CONTENT YOU SUBMIT.

#### PHASE 2 ("JUDGING PHASE"):

**Judging will take place between March 10, 2017 and March 17, 2017.** Judges will score the eligible Submissions based on the following criteria ("**Criteria**") and will choose five (5) Grand Prize winners and Twenty (20) First Prize winners selected from all of the entrants in the participating countries. The Grand Prize winners will be the five (5) Contestants with the highest scores and the First Prize winners will be the next twenty (20) Contestants with the highest scores.

**Criteria**

- 1) Strong prominence of character in Submission (25%)
- 2) Originality (25%)
- 3) Artistic merit (25%)
- 4) How well Emoji expresses the selected emotion (25%)

If you include any additional elements beyond an Emoji face such as background, props, accessories, full or partial body parts, these other elements will be judged as part of your Emoji submission.

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criteria "Strong prominence of character in Submission." The decision of the Judges shall be final and binding.

**2. OVERVIEW OF KEY DATES AND TIMES (SEE ABOVE DEFINITION OF P.T.):**

<b>Period</b>	<b>Begin Date &amp; Time</b>	<b>End Date &amp; Time</b>
<b>ENTRY PERIOD</b>	<b>12:00 p.m. (noon) P.T. February 16, 2017</b>	<b>11:59 p.m. P.T. March 9, 2017</b>
<b>JUDGING PHASE</b>	<b>12:00 a.m. (midnight) P.T. March 10, 2017</b>	<b>11:59 p.m. P.T. March 17, 2017</b>
<b>WINNER CONFIRMATION PERIOD</b>	<b>12:00 a.m. (midnight) P.T. March 20, 2017</b>	<b>11:59 p.m. P.T. April 21, 2017</b>
<b>TRIP PERIOD (GRAND PRIZE WINNERS ONLY)</b>	<b>May 21, 2017</b>	<b>May 27, 2017</b>

**IV. OTHER CONTEST TERMS IN DETAIL****1. ELIGIBILITY**

The Contest is open only to legal residents of the 50 United States and the District of Columbia, Canada (excluding Quebec), the United Kingdom, France, Germany, Australia, and New Zealand who, at the time of entry, are: (A) between the ages of eighteen (18) (or the age of majority in their country/province/state of legal residence (whichever is older) and twenty-four (24), and (B) are enrolled as a student in a minimum of one course at a Post Secondary School. For purposes of this Contest, a Post Secondary School is an institution of higher education that awards degrees, certificates and/or professional certifications and includes, but is not limited to, colleges/universities, vocational schools, trade schools and academies. Sponsor's determinations regarding whether a particular school or program is a Post Secondary School and/or whether an entrant is eligible shall be final and binding and not subject to challenge or appeal. Void in Quebec. Void elsewhere and where prohibited or restricted by law. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, Administrator, Adobe Systems Inc. or any other company within the Walt Disney family of companies, and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prizes, and/or any related parent, subsidiary, affiliated and successor companies (collectively, "**Promotion Entities**"), and immediate family members and household members of such individuals, are not eligible to participate or win any prize in the Contest. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winners may be required to provide proof of student enrollment and legal residency prior to being awarded a prize.

**2. CONTEST SCHEDULE**

Please consult the overview of key dates and times above. **Submissions must be submitted between 12:00 p.m. (noon) P.T. on February 16, 2017 and 11:59 p.m. P.T. on March 9, 2017.** Sponsor's computer is the official clock for the Contest.

### 3. HOW TO ENTER (2 STEPS):

#### STEP 1 – CREATE A WEBSITE ACCOUNT

Navigate to <http://www.disney.com/>, <http://disney.de/>, or <http://disney.fr/> (depending on your country of legal residence).

You must be a member of <http://www.disney.com/>, <http://disney.de/>, or <http://disney.fr/>. You may enter the Contest by logging in to the appropriate Website with your username or e-mail address and password.

If you are not a member, you may become a member free of charge by visiting the Website and registering by providing the requested information on the registration form through the "Sign Up" link on the Websites. Members will be required to click where indicated to signify that they accept and agree to be bound by the Terms of Use ("TOU"), currently located at <http://DisneyTermsOfUse.com>, <http://DisneyTermsOfUse.com/German/> or <http://DisneyTermsOfUse.com/French/> (depending on your country of legal residence), and acknowledge that you have read the Privacy Policy (as defined below) and the Cookies Policy (where applicable). Upon becoming a member, you may enter the Contest by following the directions in Step 2 below.

It is your sole responsibility to notify the Sponsor if you, as a Contestant, change your e-mail address. To do so, you must go to <http://www.disney.com/?register=1>, <http://disney.de/?register=1>, or <http://disney.fr/?register=1> (as applicable), log in to your Website account using your username or e-mail address and password, click on the arrow next to your display name, select "Account" and follow the instructions on how to change your email address.

#### STEP 2 – SUBMIT YOUR EMOJI

The specifications for the Emoji should follow these Official Rules (see in particular Section IV. 7 (Technical Requirements for Submission of Emojis) below), including, but not limited to, ensuring the Emoji is in either .PDF, .JPG, .PNG, or .GIF formats. Please do not try to upload an Emoji image over 10 MB. Any Emoji that fails to meet the specifications set forth in these Official Rules may be disqualified. All Emojis must be received during the defined Entry Period. **You may submit only one (1) Emoji.** If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including, but not limited to, establishing multiple Website accounts, you may be disqualified from the Contest. Any Emoji received after the Entry Period will be disqualified. Proof of submitting an Emoji does not constitute proof of receipt or entry into the Contest.

Once you have created your Emoji, you will be instructed on the Website(s) how to upload your Emoji. You must log into your Website account with your user name or e-mail address and password. You will be required to click where indicated to signify that you accept and agree to be bound by the Privacy Policy (as defined below) and consent to the collection, use and/or disclosure of your personal information for the specific purposes set out in Section IV.9 (Data Protection, Privacy) of these Official Rules, the TOU and these Official Rules including that the decisions of the Judges and Sponsor are final and binding in all respects. In the event of any discrepancy or inconsistency between the Official Rules, the Privacy Policy and the TOU, the Official Rules shall govern in all respects. You agree, by uploading your Submission, that the Submission may be published for the purposes of running this Contest and as permitted by these Official Rules.

#### 4. RULES GOVERNING EMOJI CONTENT

- With the exception of any Disney IP, your Emoji must be wholly original and created and owned by you, the Contestant. The Emoji must not have been plagiarized or submitted in previous contests. **Do not submit an exact copy of pre-existing Disney artwork.** For example, do not submit a copy of an emoji from Disney's "As Told By Emoji" videos or the Disney Emoji Blitz game.
- The Emoji must depict the face of a single character from a Disney feature film produced by The Walt Disney Company or its affiliates, including the Walt Disney Animation Studios, Disney Pixar, Lucasfilm and Marvel Studios.
- The Emoji must express one of the following emotions: happiness, fear, sadness, excitement or confusion.
- DO NOT include any other third-party trademarked or copyrighted materials. Emojis must not infringe, misappropriate, or violate the rights of any third party, including without limitation, intellectual property rights (including moral rights) or the right of privacy or publicity. Sponsor reserves the right to make a final determination on the risk of infringement.
- The Emoji must be suitable for public presentation. Emojis MUST NOT include nudity; obscenity; pornography; offensive language; depictions of drugs, alcohol, tobacco products, or any harmful or illegal activity; material that is fraudulent, deceptive, racially offensive, sexually explicit, threatening, hateful, harassing, disparaging, libelous (including trade libel) or defaming; or include any other content that is by reasonable judgment inappropriate for this Contest or otherwise breaches these Official Rules. Sponsor reserves the right to make the final determination as to the suitability for public presentation.
- The Emoji must not create or imply any association or endorsement between Sponsor and any individual, entity, or products and services.
- The Emoji must be static and should not be animated (i.e., no movement).
- The Emoji should not include any text.
- The Emoji may incorporate backgrounds, props, accessories, full or partial body parts or other elements subject to any restrictions set forth in these rules, however, doing so is **optional**. If you do accompany the face of the Emoji with any additional elements, all uses of the word "Emoji" include the accompanying elements as well.
- Submissions may not be used to advertise Contestant's or any third party's product or services.
- See also the Contestant warranties and representations below.

#### 5. CONTESTANT'S LICENSE FOR SPONSOR TO USE SUBMISSION

By entering this Contest and having a chance to win a prize, you agree and represent that you grant to Sponsor a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all applicable copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, communicate to the public, 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, and Twitter), in any number of copies and without limit as to time (for France: for a duration of 5 years), 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, to the extent permitted by compulsory local law in your country of residence.

#### **6. SPONSOR'S LIMITED LICENSE TO CONTESTANT TO USE DISNEY IP**

Sponsor grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use a single character from a Disney feature film produced by Disney ("**Disney IP**") for the purpose of creating and submitting an Emoji for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights in and to the Emoji (if such rights are not assigned to Sponsor, your license to create the Submission using Disney IP shall be null and void). At all times, as between Sponsor and Contestant, Sponsor shall retain all right, title and interest in the Disney IP as well as all copyrights therein; this grant of a license is not intended to transfer any ownership rights in the Disney IP or the copyrights therein. The licensed rights will automatically expire at the end of the Contest. Any other use of the Disney IP is strictly prohibited and constitutes an actionable violation of Sponsor's rights.

#### **7. TECHNICAL REQUIREMENTS FOR SUBMISSION OF EMOJIS**

- Emojis must be in .PDF, .JPG, .PNG, or .GIF file formats.
- Emoji image cannot exceed 10 MB in size.
- Emoji image **MUST NOT** contain any viruses, spyware, malware, bugs, or other deleterious materials that are designed to harm the functionality of a computer, a website, the Website(s) or the Contest.
- Once submitted, an Emoji may not be modified or supplemented by Contestant.
- If an Emoji is unable to be viewed by Sponsor or Administrator for any reason whatsoever outside of Sponsor's or Administrator's control, such Emoji will be disqualified (and Released Parties, as defined below, will not be responsible or liable for any such inability).
- Use of automated/programmed/robotic means of participation is prohibited, Submissions completed or submitted using such illicit means will be void, and the applicable Contestant may be disqualified from the Contest. Sponsor and Administrator will not be responsible for late, lost, incomplete, corrupted, inaccessible, garbled or misdirected Submissions, or for Emojis not being uploaded due to a technological/programming/electronic error, malfunction or failure or for any other reason.

#### **8. CONTESTANT'S WAIVERS, ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS, CONSENTS, MORAL AND OTHER RIGHTS OF AUTHORS**

- **LOCAL LAWS SOMETIMES DO PROTECT AUTHORS AND LIMIT THE POSSIBILITY OF WAIVING MORAL RIGHTS.**

Except if Contestant is a resident in a jurisdiction in which moral rights cannot be waived under applicable copyright law, Contestant waives any "Moral Right of Authors" (*Droit Moral*) in the Submission. Furthermore, except if Contestant is a resident in a jurisdiction in which moral rights cannot be waived under applicable copyright law, Contestant also consents to Sponsor doing (or not doing) any act in respect of Contestant's Submission that may otherwise constitute an infringement of the Contestant's moral rights. Contestant further agrees, to the extent permitted by applicable law, upon Sponsor's request, and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record the preceding grant of license rights and moral rights consent and (if necessary) to procure signatures from any third parties. Except where applicable local law provides otherwise, Contestant further expressly

acknowledges that Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to Contestant's Submission.

- **ACKNOWLEDGMENT OF POTENTIAL CONFLICTS WITH SUBMISSION CONTENT**

Contestant acknowledges that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) Contestant's Submission. Sponsor shall have no liability to Contestant in conjunction with such prior art materials.

- **CONTESTANT'S WARRANTY AS TO THIRD PARTY RIGHTS AND OTHERWISE**

Contestant warrants and represents that Contestant has followed these Official Rules and that Contestant's Submission: (a) does not violate any law or regulation; (b) does not violate or infringe any right of any third party, including but not limited to intellectual property rights, such as but not limited to rights of copyright, trademark or patent, or rights of publicity or privacy; (c) is not defamatory, slanderous or libelous and does not portray any person in a false light; (d) is Contestant's own original work (except as permitted herein) and Contestant owns or controls all right, title and interest in the Submission, including but not limited to its copyright; (e) has not been submitted in any other competition or contest or otherwise published for sale; (f) does not contain any virus, bugs, or other deleterious material at the time when it is submitted; and (g) that the Contestant created the Emoji solely by him/herself.

- **CONTESTANT'S LIMITED INDEMNIFICATION AND HOLD HARMLESS DECLARATION.**

By entering, Contestant agrees to indemnify and hold harmless Released Parties (as defined below) from any action or liability resulting from the publishing or use of his/her Submission as permitted by these Official Rules except to the extent where such action or liability is a result of a Released Party's modification, adaptation, translation, creation of a derivative work or other act for which Contestant is not responsible.

## **9. DATA PROTECTION, PRIVACY**

Your personal information will be collected for the purposes of conducting this Contest. If you do not provide your personal information, you will not be able to enter the Contest. Use of personal information shall be subject to the privacy policy located at <https://disneyprivacycenter.com> ("**Privacy Policy**"). The Privacy Policy contains information about how a Contestant can access or correct personal information held about them or to make a privacy complaint. Please note that your personal information may be transferred to overseas recipients, including in countries such as the United States. The methods used to protect and safeguard your personal information in the event of such transfers are set out in the Privacy Policy.

Personal information includes name, address, telephone number, e-mail address, and likeness and will be used as set out in these Official Rules including: (a) to conduct the Contest as described in these Official Rules; (b) to contact potential winners; and (c) if Contestant elects to receive marketing materials from the Sponsor or its affiliates on the entry form or has previously opted to receive marketing materials through a Disney OneID registration process and has not changed such option during the registration process for the Contest, to send additional information (including marketing materials) to that Contestant.

The following paragraph applies to Submissions from UK, France, or German residents: Personal information collected from Contestants will be used by Sponsor/Administrator at the direction of The Walt Disney Company Limited (Company Number 530051) 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom. Personal information collected from Contestants will be used by Sponsor/Administrator solely in connection with the Contest and will not be disclosed to any third party or used for any other purpose except for the purpose of



operating the Contest and fulfilling prizes where applicable. The declared prize winners' names and a reference to their winning entries will be made available on request in accordance with Section IV 20 (Winners' List) below.

#### 10. CONTESTANT IDENTITY DISPUTES

In the event of any dispute concerning the identity of any Contestant, a Submission will be deemed submitted by the natural person who is the Authorized Account Holder of the e-mail address associated with the account used to enter the Contest on the Website. "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address 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 the submitted e-mail address.

#### 11. PARTICIPATION VIA MOBILE/WIRELESS DEVICE

If you are a wireless service subscriber and have a smart phone, tablet or other wireless device that allows you access to the internet, you may also enter the Contest via any of those devices during the Entry Period. **Data rates may apply to use of a mobile/wireless device for participation in the Contest, according to the terms and conditions of your service agreement with your wireless carrier.** Each wireless carrier's rate plan may vary, and Contestant should check with his/her wireless carrier prior to Contest participation so as to determine the applicability and amount of such charges. Participation via mobile/wireless device is not available on all carriers or in all areas; in addition, not all mobile/wireless devices feature the necessary functionality to participate in the Contest or may not continue to work in the event of product, software, coverage or other service changes made by one's wireless carrier.

#### 12. WINNER NOTIFICATION & VERIFICATION, FORFEITURE RISKS

Potential prize winners ("**Potential Winner(s)**") will be notified by e-mail or by telephone beginning March 20, 2017, 11:59 pm PT, using the contact information provided by the Contestant in their Submission (the "**Initial Notification**").

During Initial Notification, Potential Winners will also be provided with a written affirmation of Eligibility, Release and Indemnification, Grant of Rights, a Publicity Release, a non-disclosure agreement, as well as any other documents Sponsor may require, including proof of enrollment at a Post Secondary School (collectively, "**Winner Documents**"), which each Potential Winner will be required to sign and return by post or PDF scanned copies attached to an email for the purpose of winner verification and acceptance.

Each Potential Winner will have fourteen (14) calendar days from the date of Initial Notification to respond to the Initial Notification and execute and return the Winner Documents. Execution and timely return of these items is mandatory to become a winner.

**A Contestant selected as a Potential Winner must meet the following requirements. Any failure to do so may result in disqualification by Sponsor (as determined in Sponsor's sole discretion exercised by reasonable judgment):** a Potential Winner must (A) respond to the Initial Notification and execute and return any Winners Documents within fourteen (14) calendar days from time of Initial Notification; (B) provide Sponsor with satisfactory proof of eligibility as requested by Sponsor; (C) have complied with these Official Rules; and (D) for any Potential Winner of a Grand Prize, must be available to travel during designated timeframe for the Trip which are May 21, 2017 through May 27, 2017. Disqualification may be declared by Sponsor if any email notification is returned as undeliverable (or if Sponsor is unable to contact Potential Winner via phone) after three (3) attempts. If a Potential Winner is disqualified for any reason, he/she will forfeit the opportunity to receive a prize. Sponsor shall inform each Potential Winner no later than fourteen (14) calendar days from receipt of their Winners Documents whether they have passed verification and are therefore an official winner or whether they are disqualified (such decision to be at the sole discretion of the Sponsor). Sponsor shall have no liability to any

disqualified Contestant and Sponsor reserves the right to select an alternative winner based on the judging criteria from the remaining Submissions (time permitting).

### 13. PRIZES, APPROXIMATE RETAIL VALUES (“ARV”)

**Grand Prize (Five [5]):** Five (5) Grand Prize winners will each receive: (a) one (1) redemption code for a 12-month subscription to Adobe Creative Cloud (ARV \$599.88 USD) (“**Adobe Creative Cloud Subscription**”); and (b) a 7-day/6-night trip for the Grand Prize winner to Glendale, California, USA (“**City**”) from May 21, 2017 to May 27, 2017 to visit the Disney Interactive offices to see how the Disney Emoji series comes to life (the “**Trip**”). Trip consists of: (i) roundtrip coach air transportation from a major commercial airport (as selected by Sponsor) near Grand Prize winners’ legal residence (as applicable) (“**Airport of Origin**”) to Los Angeles International Airport or any other major commercial airport as selected by Sponsor (if a Grand Prize winner is from the U.S. and their residence is located two hundred (200) miles or less from City, then air transportation or any other form of transportation to and from the hotel will not be provided); (ii) six (6) nights’ standard hotel accommodations (one room, single occupancy) in a hotel of Sponsor’s choosing; (iii) a guided tour and behind the scenes experiences at the Disney Interactive office, including an Adobe Creative Cloud coaching session provided by Adobe, to take part over five (5) days; (iv) ground transportation between the airport and hotel and between the hotel and the Disney Interactive office; (v) a \$300 USD travel stipend; and (vi) one (1) lunch meal for each day while visiting the Disney Interactive office (maximum five (5) meals). See below for additional restrictions regarding the Trip. **ARV of each Grand Prize is between \$3,399.88 and \$5,199.88 (USD) which may vary depending upon point of departure.**

**First Prize (Twenty [20]):** Twenty (20) First Prize winners will receive: (a) one (1) redemption code for a 12-month subscription to Adobe Creative Cloud (ARV \$599.88 USD) and (b) by mail, postage prepaid by Sponsor a Disney Prize Pack consisting of an assortment of Disney products which may include, but are not limited to: plush toys, home décor, accessories, stationary and/or apparel (exact items to be determined by Sponsor in its sole discretion) (ARV \$75.00 – \$100.00 USD). **ARV of each First Prize: \$674.98–\$699.88 (USD).**

**Terms Applicable to Adobe Creative Cloud Subscription:** Adobe Creative Cloud Subscription redemption codes will expire six (6) months from the date of receipt and must be redeemed at [www.creativecloud.com/redeem](http://www.creativecloud.com/redeem). Winners will be required to sign in with their Adobe ID (email address if an existing member) or set up an Adobe account free of charge if they do not already have one. Adobe online services, including the Adobe Creative Cloud service, require agreement to additional terms and Adobe’s online privacy policy. Adobe online services may require user registration, and may be subject to change or discontinuation without notice. Additional fees or subscription charges may apply. The redemption code will be valid based upon the winner’s country of origin. The country associated with the Adobe ID used by each winner to activate the membership must match.

**ARV of all Prizes: \$30,499.99-\$39,997.00 (USD)**

### 14. ADDITIONAL PRIZE RESTRICTIONS

**TRIP MUST BE TAKEN FROM MAY 21, 2017 THROUGH MAY 27, 2017.** If a potential Grand Prize winner is unavailable to travel during designated timeframe for any reason, their prize will be forfeited without compensation of any kind and an alternate Grand Prize winner will be selected (time permitting) based on the Contestant who has the next highest score per the judging criteria in Section III. 1 (Contest Phases). Travel must be made through Sponsor’s agent and Sponsor shall determine airline and flight itinerary in its sole discretion. All expenses not specifically described herein are not included and are solely each Grand Prize winners’ responsibility, including but not limited to: round trip transportation between the Grand Prize winners’ residence and any Airport of Origin, alcoholic and non-alcoholic beverages, tax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, excursions, souvenirs, spa services, telephone calls and any additional costs which are not expressly included in the Trip. Accommodation restrictions may apply. Airline carrier and hotel

regulations and conditions apply. The actual value of each Grand Prize may vary depending on city of departure, date and times of travel and airfare fluctuations at the time of travel booking. Therefore, the actual value of each Grand Prize awarded may be lower or higher at the time it is fulfilled. If the actual value of a Grand Prize is less than the stated ARV, the difference will not be awarded. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Promotion Entities will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Grand Prize elements may not be separated. 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 a 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. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Grand Prize winners 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. Prizes cannot be used in conjunction with any other promotion or offer.

In the event a Grand Prize winner engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or other applicable experience early, in whole or in part, with no further compensation. Grand Prize winners agree to comply with additional codes of conduct that may apply to certain elements of the Trip, for example, behind-the-scenes access to the Disney Interactive office.

Certain documentation and requirements may be necessary for travel, such as photo identification, passport, a US visa, US ESTA registration and other requirements depending on the citizenship and other conditions of each winner. Grand Prize winners are solely responsible for any documentation and requirements and determining applicable procedures and restrictions. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided within each Grand Prize). Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Grand Prize winners' preferred itineraries, but all specifics thereof will be at Sponsor's discretion. If any Grand Prize winner cannot comply with these restrictions or any other portion of these Rules, their prize will be forfeited in its entirety and an alternate Grand Prize winner will be selected based on the Contestant who has the next highest score (time permitting) based on the judging criteria above. Flight details are subject to availability and airline carrier's regulations and conditions apply.

If any prize or any portion thereof is not available for any reason then the Sponsor reserves the right to substitute the prize of that portion of the prize with another prize of comparable or greater value.

Prizes are not redeemable for cash. No substitution or transfer of prizes except with Sponsor's permission. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images. **All taxes are the sole responsibility of the winners.** If a Grand Prize or First Prize winner is from the United States they will be issued a 1099 Tax Form reflecting the total fair market value of their Prize. If a Grand Prize winner is from the United States but not a resident of California they are also subject to the California withholding tax of 7% of the prize value, if applicable. Said tax, if applicable, will be paid for by Sponsor. Non-U.S. winners may be responsible for U.S. Foreign withholding tax on their prize in addition to taxes levied by his/her country of residence on value of prize won, except where prohibited under the laws of the winner's country of residence.

## 15. LIMITATIONS OF LIABILITY

Except where prohibited, Sponsor and its agencies (including Administrator) are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to human, typographical, printing or electronic malfunction, any damage caused by

or relating to any downloadable content or damage of any network, hardware or software. If for any reason the Contest (in whole or in part) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion exercised by reasonable judgment, to cancel, terminate, modify or suspend the Contest (in whole or in part) and/or disqualify any individual who tampers with (or attempts to tamper with) the entry process/operation of the Contest (or any part thereof). In such event, Sponsor shall conduct the Contest and make prizes available for the affected part(s) of the Contest in a manner that is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion exercised by reasonable judgment. Notice of cancellation/termination/modification/suspension of the Contest will be posted on the Website. Except for information that is subject to the Privacy Policy, no responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Submissions; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail, or electronic Submissions to be received on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Contestant's or any other person's computer or mobile device (or data/information stored thereon) related to or resulting from participation in or downloading any materials from this Contest.

**NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES OR MODIFIES, OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH FROM THESE TERMS AND CONDITIONS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID (“NON-EXCLUDABLE GUARANTEES”).**

The following sentence applies to all Contestants who are NOT residents of the UK or France:

**EXCEPT FOR ANY NON-EXCLUDABLE GUARANTEES, AND THE SPONSOR'S OWN PRODUCT/SERVICE THAT MAY BE COVERED BY A WARRANTY (WITH SUCH WARRANTY BEING EXPRESSLY LIMITED TO ITS TERMS SUBJECT TO ANY NON-EXCLUDABLE GUARANTEE), SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE (OR ANY COMPONENT OF ANY PRIZE), INCLUDING (IN RESPECT OF ALL JURISDICTIONS EXCEPT AUSTRALIA), WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **16. ADDITIONAL CONDITIONS OF PARTICIPATION**

By participating, Contestants agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects. Contestants agree to the fullest extent permitted by law, to release and hold harmless Sponsor, Administrator, Adobe Systems Inc., Facebook, Inc., Google, Inc., Twitter, Inc., Instagram LLC, Tumblr, Inc., Pinterest and each of their respective parents, subsidiaries, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the “Released Parties”) from any and all actions, claims, injury, loss or damage to person(s) or property arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, possession, receipt or use/misuse of any prize, except that the waiver does not restrict Contestant from raising claims which cannot be waived under applicable local law in the jurisdiction of Contestant's residence, such as claims regarding loss of life, body injury, or claims relating to a violation of a principle, cardinal duty under the relevant legal relationship.

Contestants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY

ONLINE SERVICE OR WEBSITE OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY CONTESTANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

#### **17. DISPUTES**

For Contestants who are legal residents of the UK: These Official Rules shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

For Contestants who are legal residents of France: These Official Rules shall be governed by French law, and the parties submit to the non-exclusive jurisdiction of the French courts.

For Contestants who are legal residents of Germany: Where these Official Rules do not comply with a compulsory rule of German law (ordre public, fundamental principles of German law), any such non-compliant provision shall be replaced by a compliant rule that meets the compulsory standard of German law.

Except where prohibited, for all Contestants not within the UK or France: Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and, to the extent permitted by compulsory local law in Contestant's country, exclusively by the United States District Court for the Central District of California or an appropriate State Court of the U.S. State of California, with Contestant, to the extent permitted by compulsory local law in Contestant's country, expressly waiving any right of *forum non conveniens*, change of venue or the like; (b) any and all claims, judgments and awards, to the extent permitted by compulsory local law in Contestant's country, shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; unless the assistance of an attorney is required by law and subject to compulsory local law in Contestant's country; and (c) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, indirect, 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, except where compulsory local law in Contestant's country provides otherwise. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the U.S. State of California, without giving effect to any choice of law or conflict of law (whether of the U.S. State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the U.S. State of California.

#### **18. SEVERABILITY**

If any part of these Official Rules shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules. In such circumstance, the provision declared invalid/unenforceable shall be re-drafted as closely to the original provision as allowed by law, so as to give effect to Sponsor's intent.

#### **19. LANGUAGE DISCREPANCIES/SEVERABILITY**

Should there be any discrepancy between the English language version of these Official Rules and the version of the Official Rules as translated into another language, the English language version shall prevail, govern and control in all respects.

#### **20. WINNERS' LIST**

For the list of winners (first name and first initial of last name, as well as county and country if the winner is from the UK) send an e-mail that includes the subject line: *Disney Emoji As Told by You Contest Winners*, to winnerslist@leaddogmarketing.com, for receipt no later than May 1, 2017.

**21. FOR FRENCH CONTESTANTS**

French law does consider abusive per se the provisions which limit the right of the consumer to bring a legal action or to limit the consumer's ground of action/amount of damages claimed. These provisions therefore do not apply towards a French legal resident.

**This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Tumblr, Google and/or Pinterest.**

**All trademarks are the property of the trademark owner.**