

THE ULTIMATE DISNEY PROPOSAL 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**") and have downloaded the Disney Applause application ("**App**") for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices; **[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 of such employee; **[d]** be willing to have your Video (as defined below in Section 4) published in the gallery page ("**Gallery**") of the App, during and/or following the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, and/or App, and/or for any other commercial or other purpose as determined by Sponsor (including but not limited to use on Sponsor's social media pages); **[e]** if you are confirmed as the Winner (as defined below in Section 4) be willing to have your Video and your actual proposal (filmed by Sponsor, more details below in Section 10) published on the Oh My Disney Blog ("**Blog**") at the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest and/or App, and/or for any other commercial or other purpose as determined by Sponsor; **[f]** be currently in a relationship and ready to propose (not currently married or engaged) and **[g]** not have been convicted of, or currently charged with, a felony or crime of moral turpitude, as determined by Sponsor in its sole discretion. Sponsor shall be the final determinate on all eligibility questions and/or issues and such determinations shall be final.

"Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least

three (3) months a year, whether related or not. For the avoidance of doubt, the above categories of ineligible persons refer to both the Contestant (as defined in section 4 below) as well as any individual appearing in the Contestant's Video submission in any way.

Instructions on how to register and upload your Video are described below in Sections 6 and 7. Registering and uploading your Video are both free of charge.

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 the Prize (as defined below) is subject to the eligibility and forfeiture provisions set forth herein. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. BRIEF OVERVIEW OF CONTEST: This Contest is being conducted in two (2) phases as follows:

Phase 1: Entry/Video: During the period beginning at 12:00pm (noon) (PT), February 9, 2016, and ending at 11:59am (PT) February 23, 2016 ("**Entry Period**"), a contestant ("**Contestant**") may enter this Contest via the App, only, to potentially win a prize ("**Prize**") by submitting a funny, sweet or charming video (the "**Video**"), in which you as the Contestant explain why you and your significant other are such big Disney fans that you deserve a dream Disney proposal. You must enter via the App; you may not enter via a computer. To be eligible, a Video must include the submitting Contestant. Your Video may include the submitting Contestant's significant other as long as Contestant has permission to include the significant other in the Video – see Section 5 (b), but including a significant other is not required.

Contestant may enter the Contest all pursuant to the guidelines and Do's and Don'ts included in these Rules and posted on the App ("**Instructions**"). See Sections 5 [d] and 5 [g] for more details on the use of Disney Intellectual Property ("**Disney IP**") if you decide to include, though no purchase of any kind, nor any visit to a Disney Park is necessary to submit a Video or enter the Contest.

Format ("**Format**") of the Video must be in one of the following: avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, or .m4v.), no larger than 200 MB ("**File Size**"), and must be a minimum of :30 seconds and a maximum of two (2) minutes in duration ("**Duration**"). **Videos that are too long will only be judged up until the two (2) minute mark.**

ANY INDIVIDUAL (SHOULD YOU DECIDE TO INCLUDE YOUR SIGNIFICANT OTHER) WHO APPEARS IN YOUR VIDEO MUST CONSENT TO BE INCLUDED IN THE CONTEST.

Sponsor shall make all eligibility determinations regarding the Videos and any individuals included in a Video. See below for details regarding Video content, formatting and other Video requirements and restrictions, as well as the guidelines and Do's and Don'ts.

Limit one (1) Video per Member, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. 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. In the event that the same Video is received from more than one (1) Contestant, the Video will be deemed to be submitted by the first Contestant who the Video was received from. In the event that more than one (1) Video is received from a Contestant within the same day, only the first Video received will be accepted.

Phase 2: Judging/Winner Selection: During the period between February 24, 2016 and March 6, 2016 (“**Judging Period**”), Videos will be judged by Sponsor’s appointed panel of judges consisting of employees of Sponsor (“**Judges**”) who will score the eligible Videos based on the following criteria (“**Criteria**”): Creativity (60%), Personality (20%), and Relevance to Theme (20%) in order to choose the potential winner (“**Winner**”) for this Contest. Winner is subject to verification and compliance with these Rules and the Terms of Use (“**TOU**”) currently located at <http://DisneyTermsofUse.com>.

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.

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

DO's & DON'Ts

Do's...

- **Do protect your privacy.**
Please don't mention any last names or other personal information in your Video. Also, don't include any names and/or likenesses of any person(s) other than your significant other as long as s/he has consented to be included in the Contest.
- **Do be original.**
Video has to be 100% original, so feel free to put your own spin on it. Only submit a Video that has not been submitted previously in a promotion or contest of any kind.
- **Have fun!**

Don'ts...

- **Don't show any prominent brands or logos.**
That means no prominent and/or visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.
- **Don't include more than two (2) persons in the Video, and that person must be you or you plus your significant other.**
- **Don't use any music in your Video.**
- **Don't be rude or use profanity.**
Avoid bad language, rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves or perform dangerous stunts.**
- **Don't wear revealing clothing or display suggestive movements.**
- **Don't submit a Video that is too long or short in Duration, too big in File Size or in the wrong Format.**

Filmmaker Tips

- **Shoot in Landscape or Widescreen mode.**
Try to hold the camera so your Video comes out wider than it is tall (like a movie screen), 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 (or you and your significant other)!
- **Speak Up.**
The closer you (or you and your significant other) are to the camera or separate microphone, the better the voice(s) will sound.
- **Keep it Steady.**
Make sure your camera is on a tripod or make sure something is holding it steady.

If your Video was taken inside of a Disney Park (which is optional), in addition to the Do's and Don'ts above please adhere to the guidelines below:

Attraction Safety

- No part of a guest's body may be outside the vehicle area
- No images of a guest riding with arms raised (e.g. on a rollercoaster) can be included.
- Guest cannot be visibly turned around in their seat to film while on the attraction
- Guest should be facing forward, safety belt/bar securely in place, no extreme leaning out of the vehicle, etc.
- Guest on attractions must be following all height restrictions

ADA Capabilities

- Don't show use of unapproved methods of accommodating disabilities.

CONTEST VIDEO REQUIREMENTS/LIMITATIONS:

- a. The Video must be authorized. This means that you must have the legal right and any permissions necessary to submit the Video into the Contest. By submitting the Video, you hereby represent that you have all rights necessary to submit the Video, distribute the Video through the App or any other website and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of your significant other if s/he appears in the Video (including the videographer, if other than you) granting the Contestant the right to include such person in the Video (if any such person is a minor, as defined by their state of residence, such permission must have been obtained from that minor's parent); and consenting to the submission and use of the Video in the Contest and to its use as set forth herein. Potential Winner **must** furnish proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Winner as set forth in Section 8 below. Should a potential Winner fail to furnish such proof in a form acceptable to Sponsor, Contestant/potential Winner understands and agrees that he/she will be disqualified from being a potential Winner and will forfeit the opportunity to possibly win a Prize.
- c. As set forth in Section 3, any person who appears in the Video must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of any Disney IP you might include (which is optional), the Video must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- e. The Video must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane,

offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including but not limited to Videos 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 Video must not violate these Rules or the TOU.

- f. The Video must not disparage the Entities.
- g. With the exception of any Disney IP you may use in your Video (which is optional), you represent and warrant that: (i) you are the sole and exclusive owner of the Video and all rights in and to the Video; (ii) you have the full and exclusive right, power and authority to submit the Video to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Video have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Video has not been submitted for any other contest(s) and it has not won any previous awards or prizes; and (v) the full use of the Video or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

If Sponsor believes that the Video does not comply with the TOU, these Rules or that the Video 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 Video at any time. Sponsor's decisions regarding the Videos is final and binding and not subject to challenge or appeal.

6. HOW TO REGISTER: After you download the App, if you are already a Member, you may enter the Contest by logging in to the App with user name ("**User Name**") or email address ("**Address**") and password and following the Instructions in Section 7 below. There is no charge for the App, 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 App and registering by providing the requested information on the registration form through the "Sign Up" link on the App. Upon becoming a Member, 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

<http://register.go.com/go/memberservices/home>, log into your Disney.com account (from your computer only) with your User Name or Address and password, click on “Modify” and follow the instructions on how to change the Address. Members will be required to click where indicated to signify that they accept and agree to be bound by the TOU.

7. HOW TO SUBMIT YOUR VIDEO: Once you have taken your Video and downloaded the App, submit your Video by completing the following: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name; and **(c)** click the “Select a file to upload” button or other similar button to upload your Video and submit your entry.

By submitting a Video, 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. Thereafter, your Video will be moderated for possible inclusion on the App or otherwise at Sponsor’s sole discretion.

In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern. Sponsor reserves the right not to post any Video for any reason in its sole discretion. Videos will not be returned, and Sponsor reserves the right to use any portion of the Video in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Video may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

If your Video does not pass moderation, your Video will not be eligible to be entered into the Contest.

By entering the Contest, and without limitation of any other terms herein or as part of the TOU, each Contestant understands and agrees that eligible Videos received by Sponsor may be posted, in whole or in part, on the App and/or other platforms for public viewing at any time; such posting has no effect on the judging of Videos. Contestants understand and agree that Videos may be formatted, edited or otherwise converted in order to be viewable in the App. Sponsor reserves the right to remove any such posted Video at any time and for any reason, without liability of any kind. Sponsor may but is not obligated to post Videos on the App or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Contestant releases and agrees to hold harmless the “Released Parties” (as defined below) from any and all liability associated with possible posting (or, conversely, non-posting) of his/her Video, including his/her express acknowledgment that if posted, posting of the Video does not constitute any representation by Sponsor as to Contest eligibility. **FOR ALL POSTED VIDEOS, THE VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.**

8. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: On or about March 7, 2016, the potential Winner will be notified by email (“**Email Notification**”) at the Address associated with their Member account to verify his/her identity so that Administrator can send an affidavit of eligibility/release of liability (“**Affidavit**”). 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 Winner’s 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]** Winner’s failure to be available to complete the Trip (as defined below) from April 18, 2016 to April 21, 2016 and **[f]** any other non-compliance with these Rules or TOU. 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. In the event of a Prize forfeiture, the Sponsor/Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner, time permitting. The Group (defined below in Section 9) 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 federal, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, on or connected with the Prize, and the reporting consequences thereof, are solely the responsibility of the Winner. Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. Prize is subject to California nonresident withholding taxes if Winner is a non-resident of California.

9. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”): One (1) Winner will receive the Prize. Prize includes a four (4) day, three (3) night trip for Winner and one(1) guest (the “**Guest**,” and together with the Winner, the “**Group**”) to *Walt Disney World*® Resort near Orlando, Florida (“**City**”) from **April 18, 2016 to April 21, 2016**, consisting of the following elements for the Group (collectively “**Trip**”): **[a]** a four (4) day, three (3) night stay at a Disney Deluxe Resort hotel (at Sponsor’s discretion); **[b]** if 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 Winner’s residence (“**Airport of Origin**”) and Orlando International Airport; but if Winner’s residence is located two hundred fifty (250) miles or less from City, then air transportation will not be provided; **[c]** round trip ground transfers from Orlando International Airport and the *Walt Disney World*® Resort via *Disney’s Magical Express* coach service if air transportation is provided; **[d]** two (2) 3-Day *Magic Your Way* Tickets with *Park Hopper*® Option (subject to restrictions); **[e]** a Disney’s Fairy Tale Weddings

“proposal package,” chosen at Sponsor’s sole discretion, including the help of an engagement planner to create and execute a custom surprise proposal based on Winner’s interests and personality, and [f] a copy of the recording of the live proposal produced by Disney’s Fairy Tale Weddings. The recorded proposal plus the original entry Video will appear within an article on the Blog. Specific post in which the Winner will appear is at the sole discretion of Sponsor. If the Prize is awarded to a non-resident of California, the Prize will also include an estimated cash amount of **\$528.50**, which cash amount will be withheld to defray his/her payment of taxes payable as a result of winning the Prize. ARV (if Winner is a resident of California): **\$7,550, or \$8,078.50** (if Winner is not a resident of CA), which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All expenses associated with claiming the Prize not specifically mentioned herein are not included and are solely the Winner’s responsibility, including but not limited to: round trip transportation between the 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 Prize elements are subject to availability, certain restrictions, blackout dates and Sponsor’s approval. Airline carrier and hotel regulations and conditions apply. **Winner must take Trip from April 18, 2016 to April 21, 2016, or 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 Winner to follow such schedule shall not obligate Sponsor in any way to provide the Winner with alternate arrangements. Released Parties (as defined below) are not responsible for airline cancellations or delays. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of any portion of the Prize, in advertising or otherwise, is for illustrative purposes only. Prize is not redeemable for cash or transferable. No substitution allowed except, at Sponsor’s sole discretion, a prize of equal or greater value may be substituted. Neither Sponsor nor Administrator will replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Prize elements may not be separated. Airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code share flights may be used. Prize cannot be used in conjunction with any other promotion or offer. Prize will be awarded provided a sufficient number of eligible Videos are received and Prize is validly claimed by March 28, 2016, after which date no alternate Winner will be selected, nor unclaimed Prize awarded. Prize is subject to verification of eligibility/timely receipt of Affidavit and compliance with these Rules and the TOU.

10. PRIVACY POLICY/DATA COLLECTION: All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("**Privacy Policy**").

11. GENERAL RULES:

a. Disputes Over Winner's Identity: In the event of a dispute as to the identity of a Winner based on the Address and/or Member account, the winning Video 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 App may contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to use, reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works from content on the 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 the 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 your (or your significant other, if s/he appears in the Contest) name, likeness, voice and biographical information, and any other material submitted in connection with the Contest. All rights granted to Sponsor in this paragraph shall be in all media formats and channels now known or hereafter devised (including, but not limited to, on the 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] Video 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 Video, 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 Video includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to use Disney IP for the purposes of creating an Video for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Video (if such rights are not assigned to Sponsor, your license to create the Video 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 Video 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 Video shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Video.
- 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 Video and any comments for promotional or any other purpose including but not limited to on television, on-air, or on any of the Sponsor's websites or social media pages.
- f. Not Responsible for Errors or Videos 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 Prize, or for lost, late, misdirected, damaged, incomplete or illegal Videos.

12. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION/CONDITIONS: By participating in this Contest, you (the Contestant) expressly understand and agree that: **[a]** you hereby release and hold harmless the Entities and each of their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (collectively, the **“Released Parties”**) from any and all liability for claims, demands, losses and liabilities, including, without limitation, for death and bodily injury, resulting, in whole or in part, directly or indirectly, from your participation in the Contest and/or the use or acceptance of any Prize won; **[b]** YOUR USE OF THE 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 Video submitted by you (including, but not limited to, any and all claims by third parties, whether or not groundless, based on the inclusion of such material); (iii) any posting by you on Sponsor’s App; (iv) the use by Released Parties of any of the rights granted by you in connection with the Contest; and (v) any breach by you of any warranty, agreement or representation contained in these Rules or TOU or in any documentation submitted by you; **[d]** all Claims shall be resolved individually, without resort to any form of class action; **[e]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys’ fees, and under no circumstances will any Contestant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[f]** a Winner’s acceptance of the Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Prize (**“Fulfillment Filming”**), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works from, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law; **[g]** Sponsor’s use of the Fulfillment Filming as described herein will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fee, and **[h]** Sponsor shall have the right to make such changes to the Fulfillment Filming and make such uses thereof as it deems

necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Filming in perpetuity, in its entirety or in part, for any commercial or promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.

13. INTERNET/MOBILE:

- a. Sponsor is not responsible for any electronic transmission errors resulting in any omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alterations of any Videos 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 Videos, 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 the Prize based on alternate means including, without limitation, based on Videos received prior to termination. The Entities are also not responsible for any changes to any App or mobile function that may interfere with the Contest or ability to upload Videos 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 APPLICATION OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE APP, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM YOU TO THE FULLEST EXTENT OF THE LAW. IF SPONSOR IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED, THEN SPONSOR MAY TAKE SUCH REMEDIAL MEASURES AS SPONSOR DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE CONTEST.

14. GOVERNING LAW: All issues and questions of your rights and obligations in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any

judgment on an arbitration award, shall take place in the State of New York, in the city of New York, borough of Manhattan. Any legal controversy or legal claim arising out of or relating to these Rules or this Contest, shall be settled by binding arbitration in accordance with the terms set forth in the TOU.

15. WINNER'S LIST: For the name of the Winner (after March 28, 2016 and before June 30, 2016) and/or Rules (before February 23, 2016), send a separate, stamped, self-addressed envelope to: The Ultimate Disney Proposal Contest Winner's List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either "Winner's List" or "Rules."