

## DISNEY STYLE COSPLAY 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 42<sup>nd</sup> 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 Photo (as defined below in Section 4) published in the gallery page ("Gallery") of the Disney Applause application ("App") and/or on the Website (defined below in section 4), during and/or at the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, Website and/or App, and/or for any other commercial or other purpose as determined by Sponsor. 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 Photo are described below in Sections 5 and 7. Registering and uploading your Photo are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations. 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 is subject to the eligibility and forfeiture provisions set forth herein.

**4. BRIEF OVERVIEW OF CONTEST: Entry/Photo:** During the period commencing on or about 9:00 AM (PT), August 11, 2015, and ending at 11:59 PM (PT) August 27, 2015 ("Entry Period"), you may enter by submitting a

photograph via the App or online at <http://disney.com/stylecosplaycontest> (the "Website"), in which you as the contestant ("Contestant") are showing your "Disney style" in a homemade costume of a Disney character (which you have made and are wearing in the photograph) ("Photo") all pursuant to the guidelines and Do's and Don'ts included in these Rules and posted on the Website and App ("Instructions"). **No Pixar, Lucasfilm Ltd., or Marvel characters will be allowed. Costumes must be handmade. Store bought costumes are not allowed and will not be considered.** See Section 13 C [ii][2] for more details on the use of Disney intellectual property/copyrighted works ("Disney IP") though no purchase of a costume or accessories is necessary for the creation of the Photo. Entries are limited to one (1) Photo per Member/Address per day. For purposes of this Contest, a day is defined as beginning at 12:00 AM (PT) and ending at 11:59 PM (PT) ("Day") except for the first Day which begins at 9:00 AM (PT) and ends at 11:59 PM (PT) on August 11, 2015.

- **Judging/Winner Selection:** Entries will be judged during the submission process by Sponsor's appointed panel of judges consisting of employees of Sponsor ("Judges") who will score the eligible Photos based on the following criteria ("Criteria"): Quality and Craftsmanship (60%), Originality (20%), and Creativity (20%) in order to choose the potential winners ("Winner(s)") for this Contest. Winners are 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 – Quality and Craftsmanship. The decision of the Judges shall be final and binding.

Please be sure to review the Rules and Do's and Don'ts below before you create your Photo. You must adhere to the Rules and Do's & Don'ts below, on the Website and on the App.

### **DO's & DON'Ts**

#### **Do's...**

- **Do protect your privacy.**  
Please don't include any last names or other personal information in your Photo. Also, don't include any names and/or likenesses of any person(s) other than you (i.e., you should be the only person featured in the Photo).
- **Do be original.**  
Costume has to be 100% original, so feel free to put your own spin on it. **Do use a Disney character for your costume, but PLEASE do not use any Pixar, Marvel or Lucasfilm Ltd. characters.**
- **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 wear clothes with visible logos.
- **Don't be rude or use profanity.**  
Avoid rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't wear revealing clothing or make suggestive movements.**
- **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!
- **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 the 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 Store respectively. 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 meeting eligibility requirements, 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 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 Photo. Photos should adhere to all specifications included in these Rules. Any Photo that fails to meet Sponsor's specifications may be disqualified. See Section 8 for further details on requirements. All Photos must be received during the Entry Period. Proof of submitting a Photo does not constitute proof of receipt or entry into the Contest.

**7. HOW TO SUBMIT A CONTEST ENTRY:** Once you have taken your Photo, submit your entry by completing the following on either the Website or the App: **(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 (“Entry”). If everything was entered successfully, you will receive a message thanking you for your Entry.

By submitting a Photo, 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 Photo submitted by you. Thereafter, your Photo will be moderated for possible inclusion within the Website or App.

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

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

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

- a. The Photo must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Photo into the Contest. By submitting the Photo, you hereby represent that you have all rights necessary to distribute the Photo through the Website, 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 Photo 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 Photo 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 Photo 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 Photos 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 Photo must not violate these Rules or the TOU.
- e. The Photo must not disparage the Entities.
- f. With the exception of any Disney IP you may use in your Photo, you represent and warrant that: (i) you are the sole and exclusive creator and owner of the Photo, and all rights thereto; (ii) you have

the full and exclusive right, power and authority to submit the Photo to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Photo have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Photo 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 Photo 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) Photo per Member/Address 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 Photo must be unique, and you cannot submit the same Photo 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 Photos will be disqualified. In the event that the same Photo is received from more than one (1) Contestant, the Photo will be deemed to be submitted by the first Contestant who the Photo was received from. In the event that more than one (1) Photo is received from a Contestant within the same Day, only the first Photo received will be accepted.

**9. SPONSOR'S RIGHT TO DISQUALIFY:** If the Sponsor believes that the Photo does not comply with the TOU, these Rules or that the Photo 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 Photo 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 Photos.

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

**Three (3) Prizes:** Three (3) Winners will each receive a prize ("Prize) consisting of one (1) Disney prize package (ARV: \$500.00) and Winner's Entry (and the

Winner's name) will be featured on the Disney Style blog. Timing of blog article is at Sponsor's sole discretion.

**Total ARV of all Prizes: \$1500.00.**

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 Prizes. Prize elements may not be separated. Prize cannot be used in conjunction with any other promotion or offer. Prizes will be awarded provided a sufficient number of eligible Entries are received, and Prizes are validly claimed by September 30, 2015, after which date no alternate Winners will be selected, nor unclaimed Prizes awarded. Prize is subject to verification of eligibility, compliance with these Rules and the TOU. Limit one (1) Prize per person.

**11. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT:** On or about September 1, 2015, the potential Winners will be notified by email ("Email Notification") at the Address associated with their Member account to verify their identity and eligibility. 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; **[c]** a potential Winner's failure to provide Sponsor with satisfactory proof of eligibility, and **[d]** 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. All taxes are solely the responsibility of a Winner, who may receive an IRS Form 1099 reflecting the value of his/her Prize.

**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 Photo 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 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 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 your 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 Website and/or 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] Photo/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 Photo, 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 Photo 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 Photo (if such rights are not assigned to Sponsor, your license to create the Photo 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 Photo 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 Photo shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Photo.
- 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 Photo and any comments for promotional or any other purpose.
- f. Not Responsible for Errors or Photos 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 Photos.

**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/OR 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 Photo submitted by you (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Photo 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 Photos 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 Photos, 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 Photos received prior to termination. The Entities are also not responsible for any changes to any Website and/or App or mobile function that may interfere with the Contest or ability to upload Photos 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 October 12, 2015) and/or Rules (before August 27, 2015), send a separate, stamped, self-addressed envelope to: Disney Style Cosplay Contest Winners List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42<sup>nd</sup>

Street, Suite 650, New York, NY 10165, designating either “Winners List” or “Rules”.