

**MOUSEQUERADE, D23 EXPO COSTUME CONTEST  
OFFICIAL RULES ("Rules")**

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR  
PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID  
WHERE PROHIBITED.***

**1. SPONSOR:** Disney Worldwide Services, Inc. dba D23 Worldwide, 1310 Air Way, Suite 127, Glendale, CA 91202 is solely responsible for all aspects of this skill-based contest ("**Contest**").

**2. CONTEST ADMINISTRATOR ("Administrator"):** Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY 10001, 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 eighteen (18) years of age or older or the age of majority in your state of primary residence, whichever is older; **[b]** be a legal resident of, and physically residing in one of the fifty (50) United States or the District of Columbia ("**Territory**"); **[c]** not be an employee of the Sponsor, Administrator, their respective parent, affiliated or subsidiary companies or their respective advertising, promotion or fulfillment agencies involved in this Contest (collectively, "**Entities**"), nor a household member or immediate family member of such employee; **[d]** not have any contractual relationships that could interfere with or prohibit you from entering and fully participating in the Contest (the Sponsor retains the right to determine in its sole discretion if an existing agreement represents a conflict); and **[e]** if your Entry (as defined in Phase 1 of Section 4 below) is selected as one of the Finalists (as defined and described in Phase 2 of Section 4 below), be willing to participate in the Live Contest (as defined below in Phase 3 of Section 4 below) taking place at the 2019 D23 Expo at the Anaheim Convention Center in Anaheim, CA ("**D23 Expo**") on August 23, 2019. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations. "Household member" shall mean people who share the same residence at least three (3) months a year, whether related or not. "Immediate family member" shall mean parents, step-parents, grandparents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live.

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 in these Rules. Certain dates and times set forth in these Rules are dependent on final dates and times of the D23 Expo and subject to change. In the event of any change, notice of the revised date or time may be posted on the Website (as defined in Phase 1 of Section 4 below).

#### 4. BRIEF OVERVIEW OF CONTEST:

This Contest is being conducted in three (3) phases as follows:

**Phase 1/Entry Phase:** During the period commencing at 12:00 AM PT, February 11, 2019, and ending at 11:59 PM PT March 15, 2019 ("**Concept Entry Period**"), a contestant or (if submitting for the "*Heroes and Villains*" Category or "*Casts of Characters*" Category as defined below) as part of a team (collectively and individually referred to herein as "**Contestant(s)**") may enter by:

**[a]** either taking one (1) to three (3) photos ("**Photo(s)**") showing the Contestant(s) dressed in original costume(s) ("**Costume(s)**") or creating one (1) to three (3) detailed sketch ("**Sketch(es)**") of the Costume(s) they would like to create if selected to participate in the Live Contest (as defined below in Phase 3). **Contestants may submit a combination of Photos and/or Sketches not-to-exceed three (3) total images.** Costume(s) must be made by, or for, the Contestant(s). Costume(s) cannot be purchased or made from costume(s) obtained from a store or other professional source. Costume(s) should be inspired by all things Disney (please see Categories listed herein) all in accordance with instructions posted on [d23expo.com/mousequerade](http://d23expo.com/mousequerade) ("**Website**") and in these Rules.

**[b]** Contestant must also complete an entry form ("**Entry Form**") found at the Website that asks for Contestant's name and email address, title of the Costume(s), Category (as defined below), a brief description (of 75 words or less) describing their Costume(s) as depicted in their Photo or Sketch, as well as Costume dimensions, and list of materials used. Before you can access the Entry Form, you must check the box to accept the Terms of Use ("**TOU**") currently located at <http://disneytermsofuse.com> and these Rules.

The "*Heroes and Villains*" Category (as defined below) is limited to a maximum of (2) team members and the "*Casts of Characters*" Category (as defined below) is limited to a minimum of two (2) and a maximum of up to eight (8) team members (each a "**Team**").

**IF SUBMITTING FOR "HEROES AND VILLAINS" CATEGORY OR "CASTS OF CHARACTERS" CATEGORY (AS DEFINED BELOW), ALL INDIVIDUALS WHO APPEAR IN YOUR ENTRY MUST [1] BE MEMBERS OF YOUR TEAM; [2] MEET THE CONTEST ELIGIBILITY REQUIREMENTS (SECTION 3 ABOVE), INCLUDING BEING 18 YEARS OF AGE OR OLDER AND WILLING (IF SELECTED AS FINALISTS) TO PARTICIPATE IN THE LIVE CONTEST AT THE D23 EXPO ON AUGUST 23, 2019; AND [3] MUST CONSENT TO BE INCLUDED IN THE ENTRY AND THE CONTEST AND MUST AGREE TO ALL USES DESCRIBED HEREIN.**

**[c]** Upload/attach your Photo(s) and/or Sketch(es). Each Photo or Sketch must be 10 MB or less file size and in one of the following file formats: .jpg, .png, or .pdf.

**[d]** Verify or edit your Entry Form registration information to ensure it is correct and select “Confirm” at the bottom of the page to submit.

Submitted Entry Form and attached Photo or Sketch are referred to herein individually as “**Entry**” and collectively as “**Entries**”.

Incomplete Entries will be disqualified. See Section 10[u] below for more details about the use of Disney intellectual property (“**Disney IP**”). **Entries are limited to three (3) per person/Team.** Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor if you change your email address (“**Address**”).

By entering the Contest, you agree to be bound by the decisions of the Sponsor and Administrator, which are final and binding in all respects. In the event of any discrepancy or inconsistency between the terms of these Rules and the Privacy Policy (as defined in Section 9 below) and/or the TOU, the terms of these Rules shall govern. Each Entry received in accordance with these Rules that complies with all requirements of these Rules will constitute one (1) Entry into the Contest.

Each Entry will be considered for the Category (as defined below) for which it was submitted; however, the Sponsor reserves the right, in its sole discretion, to consider an Entry for a Category (as defined below) different from the one into which it was submitted.

The Category choices are as follows:

1. **Once Upon a Costume:** Let the most beloved tales from the lands of make believe and fantasy be the inspiration for your magical transformation into a beloved Disney character. Costumes may include animated and live action characters.
2. **Worlds of Adventure:** Arrrgh! And may the Force be with you! From swashbucklers on the high seas to royalty from another galaxy, these Costumes rock the most adventurous Disney spirits.
3. **Heroes & Villains:** “Good vs. Evil”... “Dark Side vs. Light Side”... “Super Hero vs. Super Villain”... Bring these forces to life with imagination and ingenuity. Solo or Team (**up to 2 total Team members**) entries are welcome to compete.
4. **Inspired by Disney:** Bring the unique imagination of Disney to your creation from attractions to animation, theme parks to cruise lines, architecture to television and beyond! Let your inner Imagineer run wild!

5. ***Casts of Characters***: Friends and family all come together to create their favorite cast of Disney characters. Team entries (**up to 8 total Team members**) may participate.

When creating your Entry and if you become a Finalist, please adhere to the Do's & Don'ts below and on the Website.

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

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

- **Do be original.**  
Feel free to put your own spin on it. Apart from any Disney IP you use, your Entry must be 100% original.
- **Have fun!**
- **Do be Safe.**  
As you design your Costume(s), be sure you are able to walk in your Costume(s) safely.

#### **Don'ts...**

- **Don't include anyone besides yourself as the Contestant (or Team members if submitting for the "Heroes & Villains" Category or "Casts of Characters" Category) in your Photo(s) and/or Sketch(es).**
- **Don't be rude or use profanity or inappropriate language.**  
Avoid bad language, rude gestures and other inappropriate items.
- **Don't wear revealing clothing or make suggestive movements.**  
Photos or Sketches must be appropriate for PG audiences as determined by Sponsor.
- **Don't send a Photo or Sketch that is too big or the wrong format.**  
Photo or Sketch must be in color and 10MB or less in file size and in .jpg, .png, or .pdf format.
- **Don't show any brands or logos.**  
Do not show any prominent and/or visible/recognizable use of brands or logos (other than Disney-branded items) in the background or any part of the Photo or Sketch.

## **Tips for Taking Good Photos**

- **Shoot so that your entire costume is visible.**
- **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.

**Entries will not be returned and become the property of the Sponsor.**

**Phase 2/Finalist Selection/Judging Phase:** Sponsor's appointed panel of judges ("**Judges**"), will score the eligible Entries based on the following criteria ("**Entry Criteria**") to choose fourteen (14) finalists ("**Finalists**") in each Category who will participate in the Live Contest (as defined below in Phase 3): [a] creativity and originality of Costume(s) (50%), and [b] creative use of Category theme (50%).

**TIED ENTRIES:** In the event of a tie, the tie will be broken by the Judges based on the first of the Criteria – creativity and originality of Costume(s). The decision of the Judges shall be final and binding.

Finalists will be notified by email on or about April 5, 2019 ("**Initial Notification**"), and must respond to the Initial Notification within seventy-two (72) hours from sent date or the Finalist will be disqualified and an alternate Finalist will be selected and notified.

**Phase 3/Prize Winner Selection/Judging:** On or about August 23, 2019, the fourteen (14) Finalists in each Category will be asked to dress up in the Costume(s) they wore in their Photo(s) and/or depicted in their Sketch(es) and participate in a live costume contest ("**Live Contest**") conducted at the D23 Expo at the Anaheim Convention Center in Anaheim, California ("**Live Contest Entry**"). Each Finalist will receive general admission for Finalist plus one (1) guest (limited to a maximum of four (4) guests total for "Casts of Characters" Category Teams) to the D23 Expo on August 23, 2019, only.

**ALL TRAVEL, ACCOMMODATIONS AND OTHER EXPENSES ASSOCIATED WITH FINALISTS ATTENDING THE LIVE CONTEST AT THE D23 EXPO IN ANAHEIM, CA ON AUGUST 23, 2019 ARE NOT INCLUDED.**

Live Contest Judges (“**Live Contest Judges**”), appointed by Sponsor, will score the eligible Finalists’ Costume(s) based on the following criteria to choose one (1) winner for each Category (for a total of five (5) winners) (“**Category Winner(s)**”), one (1) of whom will be selected as the best in show winner (“**Best in Show Winner**”). Criteria (“**Live Contest Criteria**”) are equally weighted and scored by the Live Contest Judges on a scale from one (1) to five (5). Live Contest Criteria include: [a] quality of Costume(s), [b] craftsmanship of Costume(s), [c] originality of Costume(s), [d] use of materials in Costume(s), [e] creative use of category theme in Costume, and [f] showmanship.

TIED ENTRIES: In the event of a tie, the tie will be broken by the Live Contest Judges based on the first Live Contest Criteria – quality of Costume(s). The decision of the Live Contest Judges shall be final and binding.

“Best in Show Winner” and “Category Winner” will individually and collectively refer to the costumed person (or Team if submitting for the “Heroes & Villains” Category or “Casts of Characters” Category) who participates in the Live Contest.

In addition to the Do’s and Don’ts above, Live Contest Entries must adhere to the following and must comply with the Rules and the TOU.

- The D23 Expo is a family event, and as a general rule of thumb, nothing prohibited in a PG-rated movie will be allowed in the Live Contest. That means all Costumes must be tasteful, and too much bare skin (or full or partial nudity) is NOT ALLOWED. Sponsor does not consider body paint, latex, pastes, etc., alone as adequate body coverage. The judgment of what is acceptable and unacceptable is at the sole discretion of the Sponsor.
- All Contestants must be able to get on and off the stage safely. If a Contestant requires assistance getting on or off stage because of the Costume, Contestant may have one (1) handler accompany the Contestant, and that handler must sign a release prior to assisting the Contestant at the Live Contest. However, the use of a handler must be preapproved by Sponsor’s staff at the time of Entry.
- For safety reasons, nothing may be left onstage. Items such as confetti, fireworks, glitter, flash paper, rose petals, water or any other small messy objects that require cleanup are strictly forbidden. Food, remote-control devices or animals (except for service animals) are not allowed on stage. Throwing items into the audience is also forbidden.
- Non-firing toy or prop weapons will be allowed at the discretion of the Sponsor during the Live Contest only. It must be demonstrated to the Sponsor upon request that all prop weapons are non-functioning prior to the event. Throwing or whipping props around is strictly forbidden. “Live” or functioning weapons are NOT ALLOWED under any circumstances.

Failure to follow this rule will result in immediate disqualification and possible expulsion from the D23 Expo.

- You may not run or jump onstage or offstage, or perform any other acrobatics. **ONE FOOT MUST REMAIN ON THE GROUND AT ALL TIMES.** Any Contestant who does not obey this rule will be immediately disqualified.
- Maximum time allowed onstage is one (1) minute.
- Contestants will NOT be given microphones on stage. Text that does not meet Sponsor standards will NOT be allowed. What is deemed acceptable or unacceptable will be decided by the Sponsor in its sole discretion.
- No electrical power connections will be provided. If your Costume requires power, it **MUST** be part of your Costume.
- Costumes may be a surprise for the audience and judges, NOT for the Sponsor. All elements of your Live Contest Entries must be disclosed to the Sponsor's staff, including without limitation Costume Contest Director and Emcee, twenty-four (24) hours prior to the Live Contest. Sponsor's staff have sole discretion to decide if the element(s) can be included. Failure to disclose all elements of your Live Contest Entries may result in disqualification of the Contestant.

**5. ADDITIONAL CONTEST ENTRY REQUIREMENTS:** All Photos, Sketches, and/or Live Contest Entries must meet the following requirements and specifications to be eligible:

- a. The Photo(s) and/or Sketch(es), Costume(s) and/or Live Contest Entry ("**Entry Material**") must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Photo or Sketch to the Contest and/or participate in the Live Contest. By submitting Photo(s) and/or Sketch(es) and/or participating in the Live Contest, you hereby represent that you have all rights necessary to distribute the Entry Material through the email, mail, Website or any other website and to grant to Sponsor the rights set forth in Section 10[t] below.
- b. With the exception of any Disney IP you might use, the Entry Material must be your original work and must not infringe upon the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- c. The Entry Material must meet all specifications set forth by Sponsor in these Rules, including without limitation format and maximum size, medium, Costume material and other Costume elements and all other specifications described in the Rules.
- d. The Entry Material must not, as determined by Sponsor and/or Administrator in their sole discretion: (1) contain any inappropriate content

including but not limited to material that is (or promotes activities that 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; and (2) contain material that is (or promote activities that are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including Photo(s) and/or Sketch(es), Costume(s) and/or Live Contest Entries 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 Entry Material must not violate these Rules or the TOU.

- e. The Entry Material must not disparage the Entities.
- f. With the exception of any Disney IP you use in your Entry Material, you represent and warrant that: (i) you are the sole and exclusive creator and owner of the Entry Material, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Entry Material to Sponsor upon the terms and conditions set forth herein; (iii) the Entry Material has not been previously published nor has it received any previous awards and/or prizes; (iv) no rights in the Entry Material have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; and (v) the full use of the Entry Material 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.

Any Entry Material that fails to meet Sponsor's specifications may be disqualified. All Entry Materials must be received/take place during the Concept Entry Period or the Live Contest Period, respectively (each, an "applicable Entry Period"). Any Entry Material received and/or taking place after the applicable Entry Period will be disqualified. **Contestant may submit up to three (3) Entries;** Each Entry must be unique, and you cannot submit the same Entry more than once. Any duplicate or materially similar Entries (to be determined in Sponsor's sole discretion) will be disqualified. If your Entry is selected as a Finalist, you (and any Team members) may appear only in one (1) Category in the Live Contest. 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 email accounts, you may be disqualified from the Contest. In the event that the same Entry is received from more than one (1) Contestant, the Entry will be deemed to be submitted by the first Contestant from whom the Entry was received. Proof of submitting a Photo and/or Sketch Entry does not constitute proof of receipt or entry into the Contest.

- 6. SPONSOR'S RIGHT TO DISQUALIFY:** If the Sponsor believes that the Entry Material does not comply with the TOU or these Rules or that the Entry Material potentially or actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify any Entry Material at any time. In the event that the Best in Show Winner, a Category Winner or a Finalist 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 Live Contest Entries, time permitting.

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

Seventy (70) Finalists Prizes: All Finalists will receive one (1) general admission ticket for each Finalist plus one (1) guest (limited to a maximum of four (4) guests total for "Casts of Characters" Category Teams) to attend the 2019 D23 Expo at the Anaheim Convention Center in Anaheim, CA on August 23, 2019 upon receipt of Finalist Affidavits ("**Finalist Prize**"). ARV of D23 Expo general admission ticket: \$89. ARV of each Prize: between \$178 and \$1,068 (depending on the number of Team members). Sponsor reserves the right to provide less than Seventy (70) Finalists Prizes if any Category receives less than fourteen (14) Entries of sufficient quality.

One (1) Best in Show Prize: One (1) Best in Show Winner will receive a check for \$2,300 ("**Best in Show Prize**"). ARV: \$2,300. In the event a Team of two or more people is selected as the Best in Show Winner, the \$2,300 check should be divided equally among Team members.

Five (5) Category Prizes: Five (5) Category Winners will each receive and one (1) trophy for each Team member to be awarded at the Live Contest ("**Category Prize**"). ARV of each Category Prize: From \$327 up to \$2,616 (depending on how many Team members are involved).

"Best in Show Winner(s)" and Category Winner(s)" collectively referred to herein as "**Winner(s)**".

"Finalist Prizes", "Best in Show Prize" and "Category Prizes" collectively referred to herein as "**Prize(s)**".

Total ARV of all Prizes: From \$19,214 up to \$33,963 (depending on how many Team members are involved).

**Prizes do not include transportation to Anaheim, CA or accommodations. All expenses not specifically mentioned herein are not included and are solely a Contestant's responsibility, including but not limited to round-trip air or ground transportation between a Contestant's residence and the D23 Expo and hotel accommodations (and other expenses) that may be associated with attending the D23 Expo. Tickets are non-exchangeable, non-transferrable, and are only for the specified date.**

If the Winner is a Team, then the Prize will be awarded to Contestant who initially submitted the Team's Entry. Sponsor will not replace any lost, mutilated, or stolen Prize elements. If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of Prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. Prize elements may not be separated. Prizes cannot be used in conjunction with any other promotion or offer. All Prizes will be awarded provided they are validly claimed by September 1, 2019, after which no alternate Winners will be selected and no unclaimed Prize will be awarded. All federal, state and local taxes on Prizes are the sole responsibility of each Winner. The Best in Show Winner (or winning Team) will receive an IRS Form 1099 reflecting the value of Prize (if winning Team, only if his/her portion of the prize exceeds \$600). Best in Show Prize is subject to California non-resident withholding taxes if Best in Show Winner (or winning Team) is a non-resident of California.

Limit: one (1) Prize per person.

**8. FINALIST NOTIFICATION/ANNOUNCEMENT PROCESS:** The potential Finalists will receive an Initial Notification by email on or about April 5, 2019, and additional paperwork described below will be requested. At the sole discretion of the Sponsor, disqualification and the selection of an alternate Finalist may result from any of the following, without limitation: **[a]** a potential Finalist's failure to respond to Initial Notification within seventy-two (72) hours after its transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** a potential Finalist's failure to provide Sponsor with satisfactory proof of age, identity, residency and clearances; **[d]** a potential Finalist's failure to execute and return by overnight delivery service (at Administrator's expense) all Sponsor-requested documents including, without limitation, an affidavit/grant of rights/release of liability/publicity release (collectively, "**Affidavits**") within five (5) business days after transmission; **[e]** any other non-compliance with these Rules or the TOU. In the event of a disqualification or forfeiture, the Sponsor may, in its sole discretion, select or not select, an alternate Finalist.

Winners will be announced at the D23 Expo at the Anaheim Convention Center in Anaheim, California on August 23, 2019 as part of the Live Contest.

**9. 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**").

**10. CONDITIONS:** By entering this Contest and/or accepting any Prize you may win, you agree and represent that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]** you will abide by and be bound by the Rules, the Administrator's and Sponsor's decisions (which shall be final and binding in all respects), Privacy Policy and TOU; **[c]** you release and hold harmless the Entities, and their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (the "**Releasees**") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of a Prize; participation in this Contest or any Prize-related activity or travel; or any interaction with, or downloading of, computer information; **[d]** Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to this Contest or Prizes; **[e]** acceptance of a Prize constitutes the grant to Sponsor, and its and their assigns of an unconditional right to use a Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about this Contest for any programming, publicity, advertising and Promotional purposes throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[f]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters (a "**Force Majeure**") beyond the Sponsor/Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor/Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend this Contest; and in such event, to select Winners by such method as Sponsor/Administrator in its sole discretion shall consider equitable; **[g]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; **[h]** any portion of a Prize not accepted or used by any Winner will be forfeited; **[i]** the Releasees are not responsible for any inability of any Winner to accept or use a

Prize (or any portion thereof) for any reason; [j] the Sponsor and Administrator have the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (i) tampering or attempting to tamper with the submission process or the operation of this Contest or the Website; (ii) violating the Rules; (iii) violating the TOU, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (v) for any other good cause as determined solely by the Sponsor and Administrator; [k] Sponsor and the Administrator have the right to lock out an Contestant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Contest; [l] since any attempt by any individual to damage the Website or undermine the legitimate operation of the Contest or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor or Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [m] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the Contest, the meaning or interpretation of the Rules or any Prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within the borough of Manhattan, in the State of New York; notwithstanding anything to the contrary contained in this Section 10 [m]; [n] all Claims shall be resolved individually, without resort to any form of class action; [o] 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 you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waive all rights to have damages multiplied or otherwise increased; [p] Administrator and Sponsor have the right to modify Prize award procedures at their sole discretion; [q] the Releasees are not responsible for the cancellation, postponement or unavailability of any element of the Prize, and if such occurs, the Prize will be awarded without that element of the Prize; [r] in the event of a dispute as to the identity of a Winner based on the Address, the winning Entry will be declared made by the authorized account holder of the Address. 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; [s] the Website 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 reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website and/or App, including its interface, in whole or in part and 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; **[t]** you grant to Sponsor: **[i]** a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of any person appearing in the Entries; and **[ii]** 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 Entry, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor's website and third-party websites 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; **[u]** if your Entry includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to create the Entry using 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 Entry (if such rights are not assigned to Sponsor, your license to create the Entry using Disney IP shall be null and void); **[v]** creative ideas, suggestions or other materials Contestant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Contestant and Sponsor in any way, and that the Contestant has no expectation of review, compensation or consideration of any type, and **[w]** Sponsor, Administrator and its third-party vendors engaged to implement this Contest are authorized to display on the Website, in connection with the Contest and thereafter, the Entries and any comments.

**11. 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 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.

**12. WINNERS' LIST AND/OR RULES:** For a copy of the Rules and/or a Winners' list, send a separate, stamped, self-addressed envelope to: D23 Expo Mousequerade, D23 Expo Costume Contest Winners' List/Rules Requests, c/o Ventura Associates, Dept. HD, 494 Eighth Avenue, Suite 1700, NYC, NY 10001, designating either Winner's list or Rules. Requests must be received no later than September 30, 2019.

All trademarks are the property of the trademark owner.