

shopDisney | Disney store  
*Halloween Dance Party Contest (“Contest”)*

**OFFICIAL RULES (“Rules”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, A VALID EMAIL ADDRESS AND AN INSTAGRAM ACCOUNT TO PARTICIPATE.**

1. **SPONSOR:** Disney Shopping, Inc. (“**Sponsor**”), 1101 Flower Street, Glendale, CA 91201, USA.
2. **ADMINISTRATOR:** CSM Sport and Entertainment, Inc. (“**Administrator**”), 440 9th Avenue, 17th Floor, New York, NY 10001, USA.
3. **ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States, and Washington, D.C. who are at least eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest and/or their respective parent, subsidiary, affiliated, and successor companies (collectively, the “**Promotion Entities**”), and immediate family and household members of such individuals, are not eligible to enter. “**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. Void where prohibited or restricted by law.
4. **CONTEST SCHEDULE:** The Contest begins at 12:00 PM (noon) Pacific Time (“**PT**”) on September 18, 2020 and ends at 11:59 PM PT on October 18, 2020 (“**Contest Period**”), during which time all entries must be received. Administrator’s computer is the official time keeping device for this Contest. The awarding of Prizes (as defined in Rule 9 below) is subject to the eligibility and forfeiture provisions set forth herein.
5. **CONTEST ENTRY:** If eligible, you may enter this Contest during the Contest Period by posting a video (“**Video**”) that shows you dressed as your favorite Disney, Pixar, Star Wars, or Marvel character while performing (performance can include but is not limited to dancing, singing, lip-syncing, or acting) to shopDisney’s “Halloween Dance Party” song (“**Song**”). For character inspiration, visit [www.shopdisney.com/characters](http://www.shopdisney.com/characters). Use of Disney store or shopDisney.com merchandise or costumes, or any officially licensed Disney, Pixar, Star Wars, or Marvel merchandise or costumes, is entirely optional. Any such use or purchase will not affect the judging of your Entry, which will be evaluated solely in accordance with the Judging Criteria set forth in Section 7 below. Post the Video to Instagram with the hashtag #shopDisneyContest (collectively, a “**Post**”). The hashtag is not case-sensitive but it must be included as part of your Post in order to be eligible. The Post must be made to your Instagram feed, and not an Instagram Story. To enter, you must also follow shopDisney (@shopDisney) on Instagram, if you do not do so already.

Each eligible entry submitted during the Contest Period shall be referred to collectively as the “**Entries**” and individually as an “**Entry**.”

**Videos must be between thirty (30) seconds and the duration of the Song (approximately one [1] minute and forty-eight [48] seconds).** Videos that are less than thirty (30) seconds will be disqualified. If a Video exceeds the Song’s duration, only the first minute and forty-eight (48) seconds will be judged.

If any anyone other than you appears in the Post, you must obtain their prior consent regardless of whether they appear in costume. In particular, you must make them aware that they will be included in the Video with the understanding that you will submit the Video as a Contest Entry. If they are minors in their jurisdiction of residence, the consent must be provided by their parent/legal guardian.

If others appearing in your Post elect to enter the Contest themselves (assuming that they are in costume as Disney, Pixar, Star Wars, or Marvel characters and performing/dancing to the Song), they must fully comply with these Official Rules, including the eligibility criteria set forth in Rule 3 above. If a Video features more than one eligible person, each may enter that the same Video if they are all in costume as a Disney, Pixar, Star Wars, or Marvel character and dancing to the Song. Please note in the comment which character the entrant is dressed as.

You may include a comment as part of your Post, such as identifying your Disney, Pixar, Star Wars, or Marvel character, but this is not required (except for multiple entrants entering the same Video, who should identify their specific character in the comments) nor will the inclusion of a comment in any way enhance your odds of winning. If you do add a comment, all uses of the term “Post” in these Official Rules (as used in conjunction with Entries) includes the accompanying comment as well. Any Post that violates the Content Guidelines (as outlined in Rule 6 below), including but not limited to the inclusion of inappropriate content, will result in the disqualification of that Entry.

If you do not have an Instagram account, you can visit [www.Instagram.com](http://www.Instagram.com) or download the Instagram app from the iTunes App Store or Google Play and create an Instagram account according to the instructions on the website. Creating an Instagram account is free. Please note that you must agree to comply with the Instagram Terms of Service in order to create an Instagram account.

You may only use one (1) Instagram account to participate in the Contest.

All Posts on Instagram must comply with the Instagram Terms of Service and Instagram Rules available at [www.Instagram.com](http://www.Instagram.com). **Important note:** If your Instagram account is set to “private” or “protected mode,” your Post may not be visible to Sponsor and/or Administrator and therefore may not be counted as an Entry in the Contest.

To download and/or access Instagram via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your

participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

BY SUBMITTING AN ENTRY, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A POST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

**Partial or incomplete/piecemeal submissions will NOT BE ACCEPTED** (e.g., (i) posting a video of you {with your family/friends [if applicable]} dancing to the Song while in costume as a Disney, Pixar, Star Wars, or Marvel character but not including the Hashtag in your Post; (ii) posting a video of you {with your family/friends [if applicable]} in costume as a Disney, Pixar, Star Wars, or Marvel character with the Hashtag in your Post but not performing to the Song; or (iii) posting a video of you {with your family/friends [if applicable]} performing to the Song with the Hashtag in your Post but you are not in costume as a Disney, Pixar, Star Wars, or Marvel character).

Post must be created for the sole purpose of this Contest and must be posted by the entrant. **Re-posts will not be accepted.** To be eligible for the Contest, Posts must be submitted in compliance with the format and other requirements set forth by Instagram.

Entry must be created for the sole purpose of this Contest (DO NOT COPY OTHERS' WORKS, IN WHOLE OR IN PART. YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN). Do NOT include personal information (e.g., your name, e-mail address, or phone number) in the Entry itself. If the Entry contains personal information, it is your sole responsibility to remove all such personal information from the Video (and, if applicable, the comment) before uploading the Video (and, if applicable, the comment) from your Instagram account for the Contest.

**LIMIT ONE (1) ENTRY PER PERSON DURING THE CONTEST PERIOD.**

Entries must be manually key-stroked by the entrant. Use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor and Administrator will not be responsible for late, lost, incomplete, or misdirected entries or for technological, network, programming, or electronic error/failure/malfunction of any kind (including the operation of Instagram functionalities that prevent Sponsor and/or Administrator from accessing and properly viewing posted entries). Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest. While receipt of Entry may be acknowledged (e.g., by @shopDisney commenting on your post via Instagram), this does not constitute any representation of eligibility for the Contest nor is it otherwise binding upon Sponsor. All Entries must be submitted via a "post" on Instagram in their entirety prior to the conclusion of the Contest Period. By entering this Contest, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Contest.

By submitting a video, entrant gives permission (and warrants and represents that the entrant has obtained all rights necessary to give such permission and grant the license

herein described, including from the third-party videographer and/or other persons depicted/referenced in the Video, as applicable) to Sponsor and their designees. Entrant hereby grants Sponsor and their designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (“**License**”) to use entrant’s photo, name, likeness, and all other information about the entrant contained in the Video, as well as the right to use the photo, name, likeness, and all other information about any other persons depicted/referenced in the Video (as applicable), on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use entrant’s photo/image, name, likeness, and all other information about entrant or other persons in the Video, and make derivative works therefrom, and use entrant’s Video without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, Sponsor and its designees’ products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor and its designees). If selected as a potential finalist (as defined in Rule 7 below), you agree to confirm this License in writing upon Sponsor’s request and to timely complete, sign, and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases, and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind as well as, upon request of Sponsor and its designees and without compensation, to use commercially reasonable efforts to assist Sponsor and its designees in securing a similar License from other persons depicted/referenced in the Video. If you fail to provide any of this documentation to Sponsor within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, this will result in the disqualification of your Entry and the selection of another entry as a potential Finalist.

- 6. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES:** Follow the instructions below in these Rules to create your Entry. Entries should adhere to all specifications included in these Rules. Any Entry that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor and Administrator in their sole discretion. All Entries must be received during the Contest Period.

**FOR ALL VIDEOS POSTED, THE VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SUCH POSTED VIDEOS.**

#### **DO’s & DON’Ts**

##### **Do’s...**

- **Do protect your privacy and the privacy of others.**  
Please avoid any last names or other personal information in your Entry.
- **Do be creative with your performance, but make sure you use the Song and dress up in a Disney, Pixar, Star Wars, or Marvel costume.**  
No music other than the Song can be used in your Entry.
- **Do be original.**  
Entry has to be 100% original (except for the Song and the Disney, Pixar, Star Wars, or Marvel costume).

- **Do be recognizable as your character.**  
When wearing your costume, you must be immediately recognizable as your chosen Disney, Pixar, Star Wars, or Marvel character.
- **Have fun!**

### Don'ts...

- **Don't show any brands or logos.**  
Avoid visible/recognizable use of brands (other than Disney, Pixar, Star Wars, or Marvel-branded items that are part of your chosen character's costume) on clothes, sneakers, in the background, or anywhere else. Avoid wearing clothes with visible logos.
- **Don't be rude or profane. Be safe!**  
Avoid rude gestures and other inappropriate content. For your safety, don't try risky moves or perform dangerous stunts. Avoid loose-fitting clothing and accessories that may result in injury.
- **Don't wear revealing clothing or display suggestive movements when performing.**
- **Don't submit an Entry that is too long or too short.**
- **Don't re-mix or add sound effects to the Song. The Song must be used in the Video in its original form without editing of any kind.**

### Filmmaker 101 Suggestions

- **Be bright.**  
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you, the star!
- **Keep it steady.**  
Put your camera on a tripod or have something to hold it steady.

### CONTEST ENTRY REQUIREMENTS/LIMITATIONS:

- a. The Entry must be authorized. This means that you must have the legal right and 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 Entry, distribute the Video on Instagram and any other website, and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of any person who appears in your Video (including the videographer, if other than you) granting you the right to include such person in the Video and consenting to the Entry and use of the Video in the Contest and to the Video's use as set forth herein. Potential finalists **must** furnish written proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Finalist as set forth in Rule 8 below. If you fail to timely furnish such proof in a form acceptable to Sponsor, you understand and agree that you will be

disqualified from being a Finalist and will forfeit the opportunity to win a Prize (as defined in Rule 9 below).

- c. As set forth in Rule 3, any person who appears in your Video must not be an employee of the Promotion Entities, nor a household member or immediate family member of an employee of the Promotion Entities.
- d. With the exception of the Song and your costume, the Entry 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. With the exception of the Song, the Entry must not contain any other music.
- f. The Entry must meet all specifications set forth by Sponsor in these Rules, including, without limitation, duration, standards and practices requirements, and any other specifications.
- g. The Entry must not 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, political/controversial, or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not 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 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 Entry must not violate these Rules.
- h. The Entry must not disparage the Promotion Entities, including presenting the Song and/or the chosen Disney, Pixar, Star Wars, or Marvel character in a negative light. The Entry must not adversely affecting the business reputation of Sponsor and/or any related entities.
- i. With the exception of the Song and costume incorporated in the Entry, you represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Video; (ii) you have the full and exclusive right, power, and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation, or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other contests and it has not won any previous awards or prizes; and (v) the full use of the Entry 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 and/or Administrator believe that the Entry does not comply with these Rules or that the Entry 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 petition Instagram to remove the Entry at any time. Sponsor's decisions regarding the Entries is final and binding and not subject to challenge or appeal.

7. **JUDGING (FINALIST DETERMINATION):** Administrator will review all eligible Entries received during the Contest Period to determine the top ten (10) Entries (the "**Finalists**") based on the judging criteria described below, and will forward such Entries to the Judging Panel (defined below).

Administrator reserves the right to advance less than ten (10) Entries to the Judging Panel if, in its sole discretion, it does not receive a sufficient number of eligible Entries of sufficient quality.

Judging will be based on the four (4) following criteria to determine the Finalists: (a) How well does the entrant embrace and embody a Disney, Pixar, Star Wars, or Marvel character (25%); (b) Attention to detail and storytelling (25%); (c) Appropriateness of setting and scenery (25%); and (d) Quality of the performance (including dance and choreography) (25%). In the event of a tie, the Entry from among all such tied entries with the higher/highest score in the "Attention to detail and storytelling" criterion will be considered one of the Finalists. Decisions of the Administrator, the Judging Panel and any additional judges (as applicable) are final and binding in all respects.

The judging by Administrator will take place at its offices in New York, New York USA. The judging by the Judging Panel will take place in and around Glendale, California USA.

8. **FINALIST NOTIFICATION PROCESS:** On or about October 21, 2020, potential Finalists will be notified by direct message from the shopDisney Instagram (@shopDisney) account ("**Notification**"). It is recommended that you confirm your Instagram notification settings are turned on. Entrants are encouraged to regularly check their direct messages following the conclusion of the Contest Period. Sponsor and Administrator disclaim any liability due to direct message not being timely received (or received at all) by potential winner regardless of cause. The notification message will request that the potential Finalist email the Administrator at the specified email address with specific personal information (e.g., full name, phone number, state/province, email address and Instagram username). Failure to respond to the initial verification notice within twenty-four (24) hours after notification or return of direct message as undeliverable after two (2) attempts will result in disqualification.

The potential Finalists will be required to complete, sign and return within three (3) calendar days of date of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification and Publicity Release ("**Affidavit**"). Any individuals other than entrant appearing in Video must also complete a Liability Release and Publicity Release ("**Participant Release**") within the same timeframe.

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]** potential Finalist's failure

to respond to Notification within twenty-four (24) hours after its transmission; **[b]** the return of a Notification as undeliverable after two (2) attempts; **[c]** potential Finalist's failure to execute and return the Affidavit and Participant Release(s) (as applicable) within three (3) calendar days of date of transmission; **[d]** potential Finalist's failure to provide Sponsor with satisfactory proof of eligibility; and **[e]** any other non-compliance with these Rules. In the event of a disqualification, an alternate Finalist may be chosen as per above, in Sponsor's sole discretion.

In the event of a dispute as to the identity of a Finalist based on the e-mail address, the Finalist Entry will be declared made by the authorized account holder of the e-mail address associated with the Instagram handle used to enter the Contest. For purposes of these Rules, "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. **JUDGING (WINNER DETERMINATION):** The Finalists will be judged by a judging panel consisting of representatives of Sponsor ("**Judging Panel**"). The Judging Panel will then determine the top four (4) Entries from among the Finalists based on the same judging criteria identified in Rule 8 above. For the avoidance of doubt, the ranking of the Finalists by Administrator will **not** be taken into account in the Judging Panel's evaluation of the Finalists. The four (4) Entrants with the highest final point scores from the Judging Panel will be deemed potential Winners. In the event a tie remains, an additional judge of the Sponsor's choosing will be brought in to reevaluate the tied Finalists.

On or about October 28, 2020, potential winners will be notified by e-mail. Potential winners must complete any applicable tax form(s) upon Sponsor's or Administrator's request. In the event of a disqualification or Prize (as defined below) forfeiture, an alternate Winner may be chosen as per above, in Sponsor's sole discretion. For the avoidance of doubt, if an Entry is selected as a Finalist but NOT as a Winner, the Finalist will NOT receive any prize.

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]** potential Winner's failure to respond to Notification within twenty-four (24) hours after its transmission; **[b]** the return of a Notification as undeliverable after two (2) attempts; **[c]** potential Finalist's failure to execute and return applicable tax form(s) within three (3) calendar days of date of transmission; **[d]** potential Finalist's failure to provide Sponsor with satisfactory proof of eligibility; and **[e]** any other non-compliance with these Rules. In the event of a disqualification, an alternate Winner may be chosen as per above, in Sponsor's sole discretion.

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

**GRAND PRIZE (FOUR [4] WINNERS):** Each Grand Prize winner will receive one (1) \$1,000.00 Disney Gift Card (subject to terms and conditions thereon). **ARV of each Grand Prize is \$1,000.00.**

**LIMIT: ONE (1) PRIZE PER PERSON/FAMILY/HOUSEHOLD.** Prizes are not redeemable for cash or transferable (except as expressly indicated herein). No substitutions allowed, except Sponsor reserves the right to substitute prize or portions thereof with a prize of equal or greater value if an element listed or any portion thereof is unavailable for any



reason. Prize elements may not be separated, and Sponsor and Administrator disclaim any and all liability in conjunction therewith. All Prizes will be awarded provided a sufficient number of eligible entries are received. **All taxes are the sole responsibility of the winners and the Grand Prize winner will receive a 1099 tax form reflecting actual total fair market value of Grand Prize.**

11. **CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating in this Contest, entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, as well as Facebook, Inc. (collectively, the **"Released Parties"**) from any and all actions, claims, injury, loss, or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession or use/misuse of any Prize. By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, Prize information (if applicable), biographical data and city and state/province of residence in programming, advertising and/or promotional material or on a Winner's list (if applicable) without compensation to the extent permitted by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

Winner's acceptance of any Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of a Prize (**"Fulfillment Film"**), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film 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. Sponsor's use of the Fulfillment Film 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 fees. Sponsor shall have the right to make such changes to the Fulfillment Film 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 Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Contest in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized human intervention, fraud or technical failures, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, epidemic/pandemic, acts of terrorism, or other matters beyond the Sponsor and Administrator's reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Contest, who tampers with the entry process, and to terminate, modify or suspend the Contest. In such event, Sponsor reserves the right to

conduct the Contest and award the Prizes of the Contest, in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Contest will be posted on the shopDisney Instagram account. The Released Parties 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. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in or downloading any materials from this Contest. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Contest further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE CONTEST, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **DISPUTES:** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the awarding of any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California/Western Division or California State court situate in Los Angeles County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
13. **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**").

14. **WINNERS' LIST:** For the names of the Winners, send an email to [winnerslist@csm.com](mailto:winnerslist@csm.com) with "shopDisney's Halloween Dance Party Contest Winners" in the subject line, for receipt no later than November 30, 2020 at 2:00 pm PT.

This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram.

All trademarks referenced herein are the property of their respective trademark owners, who are not sponsors of this Contest, nor do they have any responsibilities regarding its conduct or administration.