

ONE COMPLETED, SIGNED ORIGINAL OF THIS DOCUMENT MUST ACCOMPANY EACH CARD

HOLIDAY / WINTER CARDS
World of Color – Winter Dreams show
Disney California Adventure® Park, Disneyland® Resort, Anaheim, California

REQUIREMENTS AND AGREEMENT

THANK YOU for your interest in creating and submitting a holiday/winter card for our consideration! Cards must comply with the following requirements and will be subject to the terms of this document:

- Cards may be created by persons of any age; however, for persons under age 18, both that person and that person's parent or legal guardian will need to sign this document where indicated below, as applicable.
- Cards must be 4-inches by 6-inches in size and may be horizontal (landscape) or vertical (portrait) in format.
- Artwork and writing should appear on one-side only. On the opposite side of the Card, please clearly print your name, email address and phone number.
- Cards must be flat (2-dimensional) and should not use any 3-dimensional elements.
- Cards must contain only original writing and artwork. Do not use artwork or images created by others or logos, trade names, music lyrics or designs owned by others. For example, please do not use artwork or images from print materials or the internet, such as clip art. Please also do not use photographs. Writing on the Card should be limited to appropriate holiday or winter themes and should not identify any persons or families. Cards should be family friendly and consistent with the Disney image.
- Due to the anticipated number of Card submissions, we are unable to acknowledge receipt of Card and the Card you submit will not be returned.
- Please only submit one (1) Card per person.
- Only Cards created and submitted by residents of the 50 United States and Washington, D.C. will be considered for possible use. No purchase required, no prizes will be awarded and this is not a contest.
- Cards must be received or postmarked no later than September 20, 2013.
- **Important:** A completed, signed original of this Requirements and Agreement document must be included for each Card submitted. For persons under age 18, this document must be signed by you and your parent or legal guardian.
- The Card you create, together with this completed Requirements and Agreement document, may be submitted in one of the following two ways:

Mail. By postage pre-paid mail addressed to (must be postmarked no later than September 20, 2013):

World of Color – Winter Dreams
700 West Ball Road
MC:9200 / TDA 336X
Anaheim CA 92802

OR

Deliver to a Drop Box at Disneyland® Resort. We currently plan to make the following drop boxes available from August 30, 2013 through September 20, 2013. You may place your Card, together with this completed Requirements and Agreement document, in a drop box located at:

- World of Disney® Store located in the Downtown Disney® District of the Disneyland® Resort, Anaheim, California.

Agreement - Additional Terms and Conditions. As used in this Agreement, "you" and "your" means and refers to the individual(s) signing below; and "we" "us" "our" and "Disney" shall mean and refer to Disney Entertainment Productions, Disney Destinations, LLC and their respective and affiliated companies and their respective licensees, successors, designees, agents and assigns.

You grant us a perpetual, irrevocable, royalty-free license to use, photograph, record, reproduce, edit, distribute, display, exhibit, modify, create derivative works, and otherwise use and permit others to use the submitted Card and anything displayed on the Card throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, without obligation, restriction, condition, compensation, credit or attribution, for any purpose whatsoever. Without limiting or modifying our rights with respect to use of the Card as described in this Agreement, you specifically understand that pursuant to this Agreement we will have the right, but not the obligation, to: (1) use reproductions (such as photographs) of selected Cards as part of the visual elements in the World of Color – Winter Dreams show (the "Show") currently planned for presentation at Disney California Adventure® Park, Disneyland® Resort (the "Resort"), Anaheim, California as well as in marketing, publicity, advertising and promotion for the Resort and/or Show; and (2) include with such reproductions of the Card your first name, first initial of your last name and city and state of residence [example: "Mickey M (Anaheim, CA)"] based on information you provide, including, without limitation, possible display in the World of Color – Winter Dreams show and on internet sites operated by Disney affiliates, including the Disney Parks Blog and social media sites such as Facebook, YouTube, and MySpace.

You represent, warrant and agree that the Card submitted with this completed, signed Requirements and Agreement document (this "Agreement"): fully complies with all of the requirements set forth above, and you agree to all such requirements, and our use of the Card will not give rise to any claims of infringement, invasion of privacy, defamation or claims for payment or performance of obligations of any kind, including but not limited to payment of re-use fees, residuals or license fees or obtaining approvals or consents from others; and, you acknowledge that we are not obligated to select or use the submitted Card or continue any use, if the Card is selected. If we determine that it is necessary or desirable to contact you with respect to the submitted Card, you grant us permission to contact you using the contact information provided on the Card and/or later in this Agreement.

You understand, acknowledge and agree that this Agreement is made in consideration of our accepting and considering the submitted Card for possible use, it being acknowledged that we will be investing resources in reviewing and using select Cards and this Agreement is a material inducement to us in accepting, reviewing and possibly using the submitted Card.

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You release Disney from, and agree not to sue Disney for, all claims, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and fees of other professionals) that you may now or hereafter have against Disney arising in connection with use of the rights granted by this Agreement, including, without limitation, claims for compensation, defamation, or invasion of privacy or other claims for infringement or violation of personal or property rights of any sort whatsoever. You agree that your sole and exclusive remedy for our breach of this Agreement will be an action for monetary damages, and you irrevocably waive any right to any equitable or injunctive relief.

This Agreement will be binding you, and your heirs, personal representatives, and assigns, and will be governed by and interpreted under the laws of the State of California. In the event of any dispute with respect to this Agreement or the submitted Card, exclusive jurisdiction for resolution of such dispute shall be in the California State Superior Court in and for Orange County; or, if the Superior Court does not have jurisdiction, then exclusive jurisdiction shall be before any other court sitting in Orange County, California having subject matter jurisdiction. You agree to accept service of process outside the State of California in any matter to be submitted to any such court pursuant to this Agreement, and expressly waive all rights to trial by jury regarding any such matter. If any provision of this Agreement is deemed to be invalid, it will be considered deleted from this Agreement and will not invalidate the remaining provisions. This Agreement constitutes the entire agreement between the parties to this Agreement with respect to the subject matter hereof and supersedes any and all previous agreements and communication with respect to such subject matter.

Complete this signature line if the person who created the Card is 18 YEARS OF AGE OR OLDER. The person identified immediately below certifies that she or he is 18 years of age or older. *(If a person younger than 18 years old is submitting the Card, the "Minor Signature Page and Parental/Guardian Consent" below must be completed and signed instead.)*

_____, 2013
SIGN on line above DATE

PRINT NAME on line above

Contact information: Except as otherwise expressly stated in this Agreement, we will only use the information that you provide below to contact you with respect to your Card submission (if we determine it is necessary or desirable to do so) and for no other purpose without your further consent. This does not modify any separate consents or permissions.

Residence Address: _____ e-mail address: _____
_____ phone #1: _____
_____ phone #2: _____

Complete this signature lines below if the person who created the Card is YOUNGER THAN 18 YEARS OF AGE.

_____, 2013
SIGNATURE OF MINOR on line above if able to do so DATE
(If Minor is unable to sign, print Minor's name above)

PRINT MINOR'S NAME on line above AGE OF MINOR

Parental/Guardian Consent. The undersigned parent/legal guardian hereby agrees as follows: (a) I am either the parent or legal guardian of the minor child whose name appears above (the "Minor") and that I am 18 years of age or older; (b) I have read and understand this entire Requirements and Agreement document (the "Agreement") and I agree to the Minor entering into the Agreement (if Minor was unable to sign above, I printed the Minor's name); (c) I represent and warrant that the Minor created the submitted Card in compliance with this Agreement, including, without limitation, the requirement that the Minor is a resident of the 50 United States or Washington, D.C.; (d) I guarantee that the Minor shall not at any time disaffirm the Agreement by reason of Minor's age, capacity or otherwise; and (e) I agree to indemnify and hold Disney harmless from and against any and all claims, liabilities, costs or expenses arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of the Agreement or by any breach by me of the terms of this Parental/Guardian Consent.

_____, 2013
SIGNATURE OF PARENT/LEGAL GUARDIAN on line above DATE

PRINT NAME of Parent/Legal Guardian on line above

Contact information for the Parent/Guardian identified above: Except as otherwise expressly stated in this Agreement, we will only use the information that you provide below to contact you with respect to your minor child's Card submission (if we determine it is necessary or desirable to do so) and for no other purpose without your further consent. This does not modify any separate consents or permissions.

Residence Address: _____ e-mail address: _____
_____ phone #1: _____
_____ phone #2: _____