## DISNEY DREAMERS ACADEMY ESSAY CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

#### OPEN ONLY TO ELIGIBLE INDIVIDUALS WHO ARE LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA WHO, AS OF THE DATE OF ENTRY, ARE BETWEEN THE AGES OF 13 AND 19 YEARS OLD AND WILL BE IN THE 9<sup>TH</sup> THROUGH 12<sup>TH</sup> GRADE DURING THE 2023 – 2024 SCHOOL YEAR AT A STATE-CERTIFIED SCHOOL LOCATED WITHIN THE 48 CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID IN ALASKA, HAWAII, PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. BRIEF OVERVIEW: Disney Dreamers Academy Essay Contest (the "Contest") starts July 3, 2023 at 12:00 p.m. (noon) Eastern Time ("ET") and ends October 31, 2023 at 11:59:59 p.m. ET (the "Contest Period"). The Contest provides an opportunity for eligible Entrants, as defined in Rule 2 below, to submit Essays and answers to Rapid Fire Questions (each defined below) to compete to be one of one hundred (100) Entrants (as defined in Rule 2 below) who will win the opportunity to attend Disney Dreamers Academy on or about March 20-24, 2024 (dates subject to change in Sponsor's sole discretion, winner will be notified of final dates) (the "Academy") at the Walt Disney World® Resort near Orlando, Florida. Eligible Entrants will be required to submit three (3) essays (individually, an "Essay" and, collectively, the "Essays") and answers to three (3) rapid fire questions (individually, a "Rapid Fire Question" and, collectively, the "Rapid Fire Questions") as further described in Rule 4 below. Eligible Entrants will only be allowed to submit one (1) Contest Submission, as defined in Rule 4 below, throughout the Contest Period. Disney Destinations, LLC is the sponsor of the Contest ("Sponsor"), and Realtime Media LLC is the independent entity administering the Contest ("Realtime Media LLC").
- 2. ENTRANT ELIGIBILITY: The Contest is only open to eligible entrants who are legal residents of the 48 contiguous United States or the District of Columbia who, as of the date of entry, are between the ages of 13 and 19 years old and will be in the 9<sup>th</sup> through 12<sup>th</sup> grade during the 2023-2024 school year at a state-certified school (as determined by Sponsor in its sole discretion) located within the 48 contiguous United States or District of Columbia (hereinafter referred to as "Entrants"). Void in Alaska, Hawaii, Puerto Rico, and where prohibited or restricted by law. Prior attendees at Disney Dreamers Academy are not eligible to enter or win the Contest. In addition, the following individuals are not eligible to enter or win the Contest: (a) individuals who are officers, directors, employees, or independent contractors of Sponsor, its parents, affiliates, subsidiaries, advertising, promotion or web design agencies (including, without limitation, Realtime Media LLC), or other individuals/entities associated with the Contest, (b) individuals who are a member of the household of any of the foregoing or (c) individuals who are an immediate family member (e.g. parent, sibling, the "step" of each of the aforementioned, guardian, and their household members) of any of the foregoing.
- 3. CONTEST REGISTRATION: Starting on approximately July 3, 2023, Entrants should log on to <u>www.disneydreamersacademy.com</u>, which will contain a downloadable Contest Application Form. Regardless of whether an Entrant decides to submit their Contest Submission online or through mail-in, registration for the Contest does not begin until July 3, 2023, at 12:00 p.m. (noon) ET.

(A) ONLINE REGISTRATION: To register online, an Entrant must follow the instructions on the online application form, including providing their name, date of birth, gender (optional), complete street address (no P.O. Boxes allowed), phone number, valid email address, password (created by the Entrant), name of school and its city, state and zip code, school phone number, and grade level. **CONSENT OF PARENT OR LEGAL GUARDIAN:** Each Entrant, regardless of whether or not they are a minor in their state of residence, must also follow the instructions to provide their parent's or legal guardian's complete name, valid email address and phone number. An email will be sent to each Entrant's parent/legal guardian to obtain their authorization for the Entrant's participation in the Contest. Authorization from Entrant's parent or legal guardian must be received by Sponsor during the Contest Period in order for Entrant to be eligible to participate in the Contest.

(B) MAIL-IN REGISTRATION: To register by mail, an Entrant must follow the instructions on the application form, including typing or legibly writing their name, date of birth, gender (optional), complete street address (no P.O. Boxes allowed), phone number, valid email address, name of school and its city, state and zip code, school phone number, and grade level. Entrant must sign and date their application form and mail it with their Contest Submission by following the instructions below. **CONSENT OF PARENT OR LEGAL GUARDIAN:** Each Entrant, regardless of whether or not they are a minor in their state of residence, must have their parent or legal guardian complete Section A of the application form, which requires the parent or legal guardian to provide their complete name, valid email address and phone number, complete street address (no P.O. Boxes allowed), and relationship to Entrant. In addition, Entrant's parent or legal guardian must sign and date the application form (where indicated) to authorize Entrant's participation in the Contest.

4. CONTEST SUBMISSION REQUIREMENTS: A contest submission consists of the registration information set forth above, the authorization of the parent or legal guardian, three (3) separate Essays written in response to the questions below, and three (3) separate answers written in response to the Rapid Fire Questions below (collectively, the "Contest Submission"). Regardless of the method of submission, an Entrant may submit only one (1) Contest Submission throughout the Contest Period. Contest Submissions submitted online must be submitted no later than October 31, 2023 at 11:59:59 p.m. ET. Contest Submissions submitted via mail-in either must be mailed in a properly-stamped envelope to Realtime Media, Attn: Disney Dreamers Academy Essay Contest 2023 Entry, 1001 Conshohocken State Road, Suite 2–130, West Conshohocken, PA 19428, and must be postmarked by November 1, 2023 and received by November 8, 2023.

**Three Essays:** Regardless of whether an Entrant submits a Contest Submission through the online method of entry or through mail-in, the Entrant must prepare three (3) separate Essays, each one answering one of the following three (3) Essay questions. The Essays must be in the Entrant's own words and must be written entirely in English. The individual character count for each of the three (3) Essays must not exceed 1,200 characters. The three (3) Essay questions are:

## **Essay Question 1**

Q: What is your BIG career dream? When you begin that career—how will you make a difference, be a change maker, or be a unique innovator in that career field?

Essay Question 2

Q: Describe a challenge or setback that you have faced in your life. What have you discovered about yourself from that experience?

Essay Question 3

# Q: What are your current obstacles to pursuing your career dream? How have you pursued opportunities to learn, grow and discover opportunities for yourself or others?

**Three Rapid Fire Questions:** Regardless of whether an Entrant submits a Contest Submission through the online method of entry or through mail-in, the Entrant must prepare three (3) separate responses, each one answering one of the following three (3) Rapid Fire Questions. The answers to the Rapid Fire Questions must be in the Entrant's own words and must be written entirely in English. The individual character count for each of the three (3) Rapid Fire Question answers must not exceed 140 characters. The three (3) Rapid Fire Questions are:

## Rapid Fire Question 1

Q: If you were given 24 hours to spend one million dollars, how would you spend it?

#### **Rapid Fire Question 2**

Q: Who or what is your biggest source of inspiration and why?

#### **Rapid Fire Question 3**

Q: If you could be any Disney character, who would you choose and why?

Entrants should follow the online instructions to submit their Essays and answers to the Rapid Fire Questions online. Essays and answers to the Rapid Fire Questions submitted online do not need to be completed in one (1) session; but once Essays and/or answers to the Rapid Fire Questions have been submitted as a final submission, they may not be changed. In addition, once an Entrant has submitted their Essays and answers to the Rapid Fire Questions as a final submission, the Entrant's completed Essays and answers to the Rapid Fire Questions will be sent to such Entrant's parent or legal guardian.

Mail-in Contest Submissions may not be changed after they have been submitted.

- 5. ESSAYS AND ANSWERS TO RAPID FIRE QUESTIONS LEGAL REQUIREMENTS: Each Essay and answer to a Rapid Fire Question must be the Entrant's own original and accurate creation, created solely by that Entrant. Each Essay and answer to a Rapid Fire Question must not have been published previously or won any other contest, prize, or award, must not currently be submitted or under consideration in another promotion during the Contest Period, and the right to submit it in the Contest must not be restricted. Each Essay and answer to a Rapid Fire Question must not invade or defame the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights; nor may it mention the name, trademark, or logo of any manufacturer, business, brand, product, company, or character not owned by Sponsor. Sponsor reserves the right, at any time, to require satisfactory proof that the Entrant has obtained consent from any person(s) or entity who may reasonably claim that their privacy or publicity rights have been or will be violated by submission or use of an Essay or answer to a Rapid Fire Question. No reproduced, illegible, incoherent, incomplete, offensive, or distasteful Essay or answer to a Rapid Fire Question will be accepted. Similarly, Essays/answers to Rapid Fire Questions must not: contain, mention, refer, or otherwise allude to any obscene, lewd, violent, illegal, offensive, disparaging, or inappropriate words, abbreviations, language, signs, products, symbols, political, personal and/or religious references, or statements (including, but not limited to, words that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; or promote any particular political agenda or message. Non-complying or incomplete Essays/answers to Rapid Fire Questions will be disgualified. By entering, each Entrant agrees that they will not bring any claim, action, or proceeding of any kind or nature against Sponsor, its affiliates, subsidiaries, advertising, promotion, and web design agencies including, without limitation, Realtime Media LLC and each of their respective officers, directors, employees, agents, and representatives in connection with the Contest (collectively, "Sponsor & Others"). Sponsor is not responsible for typographical errors, omitted words, or any other errors in any Essay or answer to a Rapid Fire Question.
- 6. CONTEST JUDGING & JUDGING CRITERIA: In conducting the Contest, Sponsor is seeking students who possess a winning combination of attributes that reflect strong character and an attitude that will take advantage of opportunities to achieve a successful future. The Contest is intended to recognize the top 100 students who exemplify that special combination of attributes. Accordingly, the following criteria will be applied in judging the Contest Submissions:

(a) ROUND ONE: On or about November 10, 2023, a panel of qualified judges who are individuals selected by Realtime Media LLC ("Round One Judges") will evaluate and score each of the Contest Submissions to select the Four Hundred (400) Entrants receiving the highest scores based on the following criteria:

- (i) Character of Entrant 40%,
- (ii) Attitude of Entrant 40%,
- (iii) Sincerity of Essays and/or answers to Rapid Fire Questions 10%, and
- (iv) Best fit for the Academy 10%.

In the event of a tie, an individual selected by Realtime Media LLC, not previously involved in the judging process, will review and evaluate the tied Contest Submissions according to the criteria stated above in order to break the tie.

(b) ROUND TWO: On or about December 6, 2023, a panel of qualified individuals selected by Sponsor ("Round Two Judges" and, collectively with the Round One Judges, the "Judges") will evaluate and score the Contest Submissions submitted by the Four Hundred (400) Entrants selected by the Round One Judges to determine the One Hundred (100) highest-rated Contest Submissions according to the same criteria and weighting as listed above:

- (i) Character of Entrant 40%,
- (ii) Attitude of Entrant 40%,
- (iii) Sincerity of Essays and/or answers to Rapid Fire Questions 10%, and
- (iv) Best fit for the Academy 10%.

In the event of a tie, an individual selected by Sponsor, not previously involved in the judging process, will review and evaluate the tied Contest Submissions according to the criteria stated above in order to break the tie. On or about December 22, 2023, the Entrants who have submitted the One Hundred (100) highestrated Contest Submissions will be deemed to be the potential Contest winners and they will be notified by email, postal mail, telephone, or overnight courier. The decisions of the Judges are final and binding in all respects.

7. PRIZES: ONE HUNDRED (100) CONTEST PRIZES: Each of the 100 winners of the Contest (each, a "Contest Winner") will receive a trip for the Contest Winner and their parent or legal guardian to the Academy (the "Contest Prize"). The trip is to be scheduled on or about March 20-24, 2024 (dates subject to change in Sponsor's sole discretion, Contest Winners will be notified of final dates), at Walt Disney World® Resort near Orlando, Florida, and consists of round-trip coach air transportation for two (2) people between the major gateway airport in the United States closest to the Contest Winner's residence (selected by Sponsor) and Orlando International Airport: two (2) round-trip ground transfers between Orlando International Airport and the Walt Disney World® Resort; 4-day/3 night hotel accommodations (one standard room/double occupancy); a total of three (3) breakfasts, two (2) lunches, and two (2) dinners for two (2) people; admission for the Contest Winner to all Academy events; ground transportation to and from such events; and admission for the Contest Winner and their guest to the Walt Disney World® theme parks as needed to attend the Academy events and for general admission. If Contest Winner resides less than 125 miles from the Walt Disney World® Resort, the Contest Winner is responsible for all transportation costs for Contest Winner and Contest Winner's guest to the Walt Disney World® Resort. If, for any reason, any of the Academy events are postponed or cancelled. Sponsor shall have no further responsibility for that portion of the Contest Prize and the Contest Prize will be awarded without the event on the same itinerary. If the parent or legal guardian of a Contest Winner is unavailable to accompany the Contest Winner on the trip, a person who is at least 25 years of age may accompany the Contest Winner with the prior written approval of the Contest Winner's parent or legal guardian. ARV of each Contest Prize: \$4,148. Total ARV of all Contest Prizes: \$414,800. All costs and/or expenses that are not specifically included as part of the Contest Prize (e.g., personal services and expenses, souvenirs, gratuities, telephone calls, insurance, federal, state, and local taxes) are solely each Contest Winner's responsibility. Sponsor has no responsibility for a Contest Winner's or guest's inability or failure to utilize the Contest Prize for any reason whatsoever including, but not limited to, Contest Winner's inability to attend the Academy. Contest Winners and their guests must possess required travel identification documents and travel together on same itinerary. Potential Contest Winners, and the parent or legal guardian of a Contest Winner who is a minor in their state of residence, will be required to sign and return a notarized Affidavit of Eligibility/Compliance including their Social Security Number as required for tax purposes (and a Publicity/Liability Release, as allowed by law) (collectively, the "Required Documents"). Failure to sign and return the Required Documents and other such requested documents by the return date specified in the Contest Prize notification may result in forfeiture of the Contest Prize and, time allowing, selection of an alternate potential Contest Winner. Contest Winners will be issued a Form 1099 in the amount of the actual retail value of the Contest Prize. Sponsor will remit directly to the IRS income tax withholding on prizes that Contest Winners may claim on their personal income tax returns. Please note that it is solely the responsibility of the Contest Winner to file and pay any and all applicable federal, state, and local taxes. All federal, state, and local laws and regulations apply. Contest Winners will not be entitled to the difference, if any, between the approximate and actual retail value of the Contest Prize awarded. Contest Winners' guests must be at least twenty-one (21) years old and must also execute and return Publicity/Liability Releases, as allowed by law, within the stated time period. Sponsor reserves the right, in its sole discretion, to disqualify and select an alternate potential Contest Winner who submitted the nexthighest-rated Contest Submission in the event that: (a) a potential Contest Winner is unreachable; (b) the Contest Prize notification email or letter is returned as undeliverable or is not responded to; (c) a potential Contest Winner fails to provide Sponsor with satisfactory proof of age, identity, and residency; (d) a potential Contest Winner fails to execute and return the required Affidavit of Eligibility/Compliance (including, without limitation, providing their respective Social Security Number for tax purposes) or a Publicity/Liability Release by the specified return date, regardless of the cause of such failure; (e) a potential Contest Winner declines acceptance of the Contest Prize; or (f) Sponsor makes the determination that a potential Contest Winner has not complied with these Official Rules. Entrants should regularly check their spam filters to ensure they do not contain any Contest notification emails.

Theme parks, attractions, and other offerings are subject to availability, closures, change, or cancellation

without notice or liability. Park admission, offerings, and ticket options are not guaranteed. Sponsor reserves the right to cancel or modify any offering.

To visit the theme parks, theme park reservations via the Disney Park Pass system (<u>https://disneyworld.disney.go.com/experience-updates/park-reservations/</u>) AND valid admission are required for the same theme park on the same date for each person in the Group ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The *Park Hopper*® option allows guests to visit more than one park per day, with some restrictions. Learn more at <a href="https://disneyworld.disney.go.com/guest-services/park-hopper/">https://disneyworld.disney.go.com/guest-services/park-reservation</a>

An inherent risk of exposure to COVID-19 exists in any public place where people are present. By staying at the *Walt Disney World*® Resort, each Contest Winner and their guest voluntarily assume all risks related to exposure to COVID-19. Before taking the trip, please see <u>https://disneyworld.disney.go.com/experience-updates/</u> for additional details.

Each Contest Winner and their guest are responsible for understanding and complying with any COVID-19 travel restrictions set by their origination or destination cities or states, including but not limited to, requirements relating to registering for travel authorizations, obtaining and displaying current COVID-19 test results, obtaining and presenting vaccine passports, COVID-19 vaccination cards, etc.

- 8. REPRESENTATIONS/WARRANTIES & GRANT OF RIGHTS AS CONDITIONS OF ENTRY: An Entrant, by submitting a Contest Submission, represents and warrants that: (a) they have the legal capacity to enter the Contest: (b) the Essays, answers to Rapid Fire Questions and all of the content material contained in them are original and have been legally created by the Entrant and by no other persons; (c) they own all rights and title to the Essays and answers to Rapid Fire Questions; (d) the Essays and answers to Rapid Fire Questions do not infringe the intellectual property, privacy, or publicity rights, or any other legal or moral rights of any third party; (e) the Essays and answers to Rapid Fire Questions have not been entered in or won previous contests or awards; (f) the Essays and answers to Rapid Fire Questions have not been published or distributed previously in any media; and (g) they have obtained permission from each person whose name is included in the Essays and answers to Rapid Fire Questions, and that such person(s) has/have granted the Entrant all necessary rights to use the person's name as described in these Official Rules, and that Entrant can and will make written copies of such permissions available to Sponsor upon request. If the name of a minor is included in an Essay or answer to a Rapid Fire Question, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's name on behalf of the minor. Each Entrant further agrees to indemnify and hold harmless Sponsor & Others and their respective officers, directors, employees, agents, and representatives from any and all claims, damages, expenses, costs (including, without limitation, attorneys' fees), and liabilities (including, without limitation, settlements), brought or asserted by any third party against any of them due to or arising out of their Essay(s) and/or answer to a Rapid Fire Question(s), or the Entrant's conduct in creating an Essay, answer to a Rapid Fire Question, or any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor using the Essay(s), answer to a Rapid Fire Question(s) or other actions in connection with the Contest including, but not limited to, claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, false advertising, or defamation.
- 9. GRANT OF RIGHTS: By acceptance of a Contest Prize, each Contest Winner unconditionally assigns and transfers to Sponsor all rights, title, and interest including, without limitation, copyright and other intellectual property interests, in whole and in part, which they now have or may in the future have to the submitted Essays, answers to Rapid Fire Questions, and/or any element(s) therein including, without limitation, its use for advertising, publicity, promotion, or in commerce and in any and all media worldwide without limitation and without additional payment or consideration to any person or entity. Sponsor shall have the right to edit, modify, publish, use, alter, assign, transfer, or dispose of each Essay and answer to a Rapid Fire Question however it sees fit without approval of the Entrant. Each Contest Winner agrees that their personal information may be used in connection with the Contest and Sponsor may use the name and/or likeness of each Contest Winner, worldwide in any medium, without limitation, for advertising/promotion purposes in perpetuity without additional compensation as allowed by law. Additionally, each Contest Winner irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents, and licensees, the unconditional, unlimited, and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit, and/or otherwise use or reuse each Essay and/or answer to a Rapid Fire Question (in its original form or as edited/modified in any way by Sponsor, in its sole discretion), as well as to use (or not use) it or any portion of it in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from the Contest Winner or any other party. Furthermore, each Contest Winner agrees that each of their Essays and answers to Rapid Fire Questions will be deemed a Work Made For Hire under the Copyright laws of the

United States, but if it cannot be so deemed, then the Contest Winner irrevocably assigns and transfers to Sponsor all of their right, title, and interest in and to their Essays and answers to Rapid Fire Questions, including, but not limited to, all copyright and trademark rights which they may have, in the United States and worldwide, therein, for valid consideration, the receipt and sufficiency of which are hereby acknowledged. Each Contest Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any other intellectual property rights, privacy/publicity rights, or similar rights or principles of law that they may now or later have to their Essays and answers to Rapid Fire Questions that might limit or preclude Sponsor's use of the respective Essays and agrees not to sue or assert any claim against Sponsor & Others arising out of or connected to the use of the Essays and answers to Rapid Fire Questions, AND ACKNOWLEDGES THAT NEITHER THEY NOR ANY THIRD PARTY WILL BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ESSAYS AND/OR ANSWERS TO RAPID FIRE QUESTIONS BY SPONSOR, OTHER THAN THE CONTEST PRIZE DESCRIBED IN RULE 7 ABOVE.

- **10. INTERNET/LIMITATIONS OF LIABILITY:** Sponsor & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage-due, or undeliverable, email or postal mail; or for any computer, telephone, satellite, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections. or availability. or garbled, corrupt, or jumbled transmissions, service provider/Internet/website/use net accessibility, availability, or traffic congestion, or any typographical, mechanical, or technical error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor & Others are not responsible for any incorrect or inaccurate information, whether caused by website users, or by any of the equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, typographical or technical error, theft or destruction or unauthorized access to any website(s). Sponsor & Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest or any portion of the Contest and/or proceed with the Contest in a manner deemed fair and appropriate by Sponsor, including selection of Contest Winners from among eligible entries received prior to such cancellation, termination, modification, or suspension. IN NO EVENT WILL SPONSOR & OTHERS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, ANY CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE CONTEST OR ACCEPTANCE OF ANY CONTEST PRIZE. SPONSOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AS TO ANY CONTEST PRIZE OR ANY COMPONENT OF ANY CONTEST PRIZE. Sponsor reserves the right to disgualify any individual found, in its sole opinion, to be tampering with the operation of the Contest or any portion of the Contest, to be acting in violation of these Official Rules, or to be acting with the intent to disrupt the normal operation of the Contest or any portion of the Contest. Any use of robotic, automatic, macro, programmed, third party, or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11. PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in the Contest will be collected and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with the Privacy Policy as stated at <a href="http://corporate.disney.go.com/corporate/pp.html">http://corporate.disney.go.com/corporate/pp.html</a> or as otherwise expressly consented to by an Entrant during any separate opt-in opportunity provided to Entrant during entry into the Contest. If an Entrant does not fully agree to the terms of the Privacy Policy, such Entrant should not provide any personal information on the website or enter the Contest.
- **12. PUBLICITY RIGHTS:** Each Entrant who submits a winning Contest Submission agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, photos, and/or likeness, and statements

for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

- **13. RELEASE:** By participating in the Contest, each Entrant releases and agrees to indemnify and hold harmless Sponsor & Others and their respective officers, directors, employees, agents, and representatives from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due, in whole or in part, directly or indirectly, to participation in the Contest or arising out of participation in any Contest or Contest Prize-related activity, including related travel, or the receipt, use, or misuse, of any Contest Prize or Contest Prize-related activity.
- 14. DISPUTES: Except where prohibited, by participating in the Contest, Entrants agree that: (a) except as otherwise specifically set forth in these Official Rules, any action arising out of or relating to the Contest, these Official Rules or the rights and obligations of any Entrant and/or Sponsor shall be filed exclusively in the U.S. District Court for the Middle District of Florida (or if the District Court shall not have jurisdiction over the subject matter thereof, then to the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida) and Entrants hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action, and any right to a trial by jury is hereby waived; (b) any and all disputes, claims, and causes of action arising out of or connected with the Contest, these Official Rules, and/or the rights and obligations of any Entrant and/or Sponsor shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event will Entrants be entitled to receive attorneys' fees or other legal costs; (d) under no circumstances will Entrants be permitted to obtain injunctive or other equitable relief, and a Entrant's sole remedy will be an action at law for damages to the extent allowed by sub-paragraphs (c) and (e) of this Rule 14: and (e) under no circumstances will Entrants be permitted, and Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect, and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs described in (c) above; and (ii) have damages multiplied or otherwise increased. All issues and guestions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and/or Sponsor, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect or regard to any principles or doctrines of conflicts of law of the State of Florida or any other jurisdiction. If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15. GENERAL: By participating in the Contest, Entrants agree to abide by these Official Rules. The decisions of Realtime Media LLC, Sponsor, and the Judges shall be final and binding in all matters pertaining to the Contest. In the event of a dispute as to the identity of a Contest Winner based on an email address, the winning entry will be declared to have been made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. All pertinent federal laws and laws of the State of Florida shall apply. All Contest Submissions become the property of Sponsor and will not be returned. Void in all jurisdictions other than the 48 contiguous United States and the District of Columbia and wherever prohibited by law.
- 16. WINNERS LIST: To obtain the names of the Contest Winners, send a letter-sized, properly-stamped, self-addressed envelope for receipt by February 22, 2024 to: Disney Dreamers Academy Essay Contest Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428.

**SPONSOR:** Disney Destinations, LLC, PO Box 10000, Lake Buena Vista, FL 32830-1000.

**ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428; <u>https://www.rtm.com/</u>

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