

“HOW CREATIVE ARE YOU?”

OFFICIAL RULES

Important: Please read these rules (these “Official Rules”) before entering the “How Creative Are You” contest (the “Contest”) to be conducted by The Walt Disney (Thailand) Company Limited (“Disney”). These Official Rules are in addition to the Global Terms of Use and the Privacy Policy, available at <http://www.disney.co.th>. In the event of any conflict between the Global Terms of Use and these Official Rules, these Official Rules shall prevail. By participating in the Contest, you agree to be bound by these Official Rules (and any amendments thereof) and represent and warrant that you satisfy all of the eligibility requirements set out herein below.

1. ELIGIBILITY

1.1. Entry to the Contest is open to all adult residents of Thailand only (“Entrants”). Entrants should be aware that a breach of this consent requirement will result in the participant being disqualified.

1.2. The Contest shall commence at midnight (00:00 hrs) on February 15, 2018 and end at 23:59 hrs on March 31, 2018 (“Contest Period”).

1.3. Directors, officers and employees of Disney or its affiliated companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, associate vendors and immediate families of each are not eligible to register for the Contest.

2. HOW AND WHEN TO ENTER

2.1. To enter, Entrants must log onto the Contest microsite at behindthemagic.disney.co.th (“Contest Site”) using their Disney OneID (or create a new one for this purpose, if not already available) during the Contest Period. Upon logging in, Entrants must provide the required details requested in the text form and adhere to the requirements posted thereon with respect to the audio-visual file to be submitted (“Video”). Each Video submission must be accompanied by a valid appearance release (“Appearance Release”) in the form and manner as provided via a link on the Contest Site, in the PDF format. Submission of the Video and Appearance Release shall, together, be considered a valid entry to the Contest (“Entry”). Any deviation from the aforementioned would be treated as an invalid Entry for the purposes of the Contest.

2.2. Each Entry must be your original creation and you must have the appropriate rights under intellectual property laws.

2.3. You may not edit your Entry once it has been submitted. Failure to comply will result in the automatic disqualification of the Entry.

2.4. You must ensure that:

- a) The Video is not pixelated and is of good quality;
- b) The Video shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading;
- c) Nothing contained in the Video shall violate the intellectual property rights of any third party;
- d) The Video does not contain any content that promotes commercial products and/or services of any third party;
- e) The Entrant owns or has the necessary releases and permissions as required (including without limitation, location releases, if applicable), without the need for payment to any other person or entity, to use and

exploit, and to authorize Disney to use and exploit, the Video in all manners contemplated by these Official Rules; and

- f) The Video does not contain any content that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person or otherwise contains destructive code.

2.5. At the end of the Contest Period, 10 (Ten) Entrants will be selected as winners ("**Winners**"). The Winners' names will be contacted via email. Winners' names would also be posted on the Contest Site.

2.6. Disney has the right to, and shall select, the winning Entry(s) for the Contest in its sole and absolute discretion and no correspondence and/or objection will be entertained. The factors Disney will take into account in selecting the Winners shall include, without limitation, the creativity and originality of the responses and such other factors as Disney deems appropriate in its sole and absolute discretion.

2.7. Entry by any person into the Contest will be taken as acceptance of these Official Rules, the Global Terms of Use and the Privacy Policy. Entry by any method other than set forth in this Section 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

2.8. The last Entry for the Contest must be submitted on the Official Account before 23:59 hrs on March 31, 2018. Each Entrant is allowed to submit only one (1) Entry. In the event of more than one (1) Entry received from the same Entrant, the earliest entry by such Entrant shall qualify for the Contest. In the event that more than one (1) entry is received from an Entrant with similar personal particulars, then the earliest post from such Entrant shall qualify for the Contest.

2.9. By participating in the Contest, each Entrant represents and warrants that he/she is not subject to any agreement or arrangement that would interfere with his/her participating in the Contest, and is granting all the rights granted under these Official Rules.

2.10. Disney shall not be responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, 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 intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Disney reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Disney shall decide in its absolute and sole discretion which submissions shall be included and posted on the Official Account. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or 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 to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in or downloading any materials from the Contest.

3. PRIZE

3.1. The Winners will each receive a Disney branded plush toy, selected by Disney in its sole and absolute discretion ("**Prize**"). Prizes shall not be sold or transferred for commercial use. All taxes associated with the receipt or use of the Prize is the sole responsibility of the Winner or his/her parent or legal guardian. The Prize is not redeemable for cash or transferable. No substitution allowed except that Disney may, at Disney's sole discretion, substitute a prize of equal or greater value. The prize cannot be used in conjunction with any other promotion or offer. The Prize will be awarded provided a sufficient number of eligible Entries are received and the Prize is validly claimed by April 30, 2018, after which no alternate winner will be selected, nor the unclaimed Prize awarded.

3.2. Disney reserves the right to request: (i) documentary proof of citizenship, residency, address and/or age of any Winner; and (ii) documentary proof of prize/winner notification before the any prize is dispatched.

3.3. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details beyond Disney's reasonable control and for any act or default of any third party supplier.

4. OWNERSHIP/RIGHTS

4.1. The Video submitted by you to Disney by way of Entry comprises of user generated content (“**User Generated Content**”). Accordingly, you grant us a non-exclusive, sub-licensable, 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 User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Disney Services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

4.2. You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

4.3. Disney has the right, but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent by way of Entry, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

5. PERSONAL INFORMATION

5.1. By participating in this Contest, you consent to the collection, use, disclosure, transfer and processing of your personal data for the purposes listed in our Privacy Policy available on our website on <https://privacy.thewaltdisneycompany.com/th/current-privacy-policy-th>.

6. DISCLAIMER

6.1. Disney, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agents shall not be responsible or liable for:

(a) Any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure (including lost entries, mail delay or loss) in registering for or participating in the Contest as a result of any communication error, interruption, human error and/or failure by Disney and/or any third party;

(b) Any problem, damage or loss of whatsoever nature to any person, resulting from his/her participation in the Contest;

(c) Any error (including without limitation error in notification of eligible Entrants or Prize Winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission; or

(d) Any changes made by Disney or any third party suppliers or sponsors.

6.2. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the prize details beyond Disney's reasonable control and for any act or default of any third party supplier.

7. CONDITIONS OF ENTRY

7.1. By entering the Contest, each Entrant agrees to be bound by these Official Rules and by decisions of Disney, which are final as to all Contest-related matters.

7.2. By entering this Contest and/or accepting any Prize you may win, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to Disney as expressed herein; [b] you will abide by and be bound by these Official Rules, the Global Terms of Use, Privacy Policy and Disney's decision; [c] you release and hold harmless Disney, their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "**Releases**") 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 any Prize; participation in the Contest or any Contest-related activity or from any interaction with, or downloading of, computer Contest information; [d] prize is 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 Releases do not make any representation, warranty or guarantee, express or implied, relating to the Contest or prize; [e] a Winner's acceptance of any prize constitutes the grant to Disney and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Contest for any programming, publicity, advertising and promotional purposes without additional 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 beyond the Disney's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Disney has the right, in its sole discretion, to modify these Official Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select Winner by such method as Disney in its sole discretion shall consider equitable; [g] the Releases are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner, and distribution of the prize; [h] any portion of any prize not accepted or used by a Winner will be forfeited; [i] the Releases are not responsible for any inability of a Winner to accept or use a prize (or any portion thereof) for any reason; [j] the Disney has 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 entry process or the operation of the Contest or the Application; (ii) violating the Rules; (iii) violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Contest 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 Disney; [k] Disney has the right to lock out an Entrant 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 Application or undermine the legitimate operation of this Contest or the Application is a violation of these Official Rules as well as criminal and civil laws, and should Disney 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] [Intentionally deleted]; [n] all disputes, claims and causes of action at law or in equity ("**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 Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special,

consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [p] Disney has the right to modify prize award procedures at its sole discretion; [q] the Releases are not responsible for the cancellation, postponement or unavailability of the prize, and if such occurs, the prize will be substituted with a prize of equal or greater value; [r] Releases are not responsible for any failure of delivery of winner notification.

8. COPYRIGHT NOTICE

The Contest and all accompanying materials are copyrighted by Disney. All rights reserved.

9. MISCELLANEOUS

9.1. Disney reserves the right at any time in its absolute discretion and without prior notice to Entrants:

- (a) to cancel, modify, suspend or delay the Contest;
- (b) to make changes to these Official Rules, whereupon all Entrants shall be bound by the terms and conditions as varied by Disney; or
- (c) to substitute, withdraw or cancel any prize without disclosing any reason therefor and without any payment or compensation whatsoever.

9.2. Entrants agree to be bound by these Official Rules and by the decisions of Disney, which are final and binding in all respects.

9.3. Disney reserves the right at its sole discretion to disqualify any individual that it determines is tampering with the entry process or the operation of the Contest, engaging in any conduct that is detrimental or unfair to Disney, the Contest or any other Entrant, acting in breach or potential breach of these Official Rules and/or Disney's website use and access agreement, or is otherwise ineligible to enter or participate in the Contest. No correspondence and/or objection will be entertained.

9.4. These Official Rules have been prepared in the English language, which language shall govern the interpretation and construction of these Official Rules. Any translation of these Official Rules shall be for reference purposes only, and this English language version shall always prevail in the case of inconsistencies between the English language version and any translation.

10. GOVERNING LAW AND JURISDICTION

10.1. The Contest and these Official Rules shall be governed by and construed in accordance with the laws of Thailand, without regard to the conflict of law's provisions therein. By participating in the Contest, Entrants irrevocably submit to the exclusive jurisdiction of the courts of Thailand for the purpose of resolving any dispute, disagreement, difference, controversy or claim of any kind whatsoever arising under, out of, relating to or in connection with this Contest or these Official Rules.