



## Create Your Story Challenge OFFICIAL RULES

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

**CLOSING DATE TO SUBMIT ENTRIES IS 11:59 PM GMT ON DECEMBER 22, 2021.**

**1) CONTEST PERIOD:** The “**Entry Period**” will begin at 6:00 PM GMT on November 16, 2021 and end at 11:59 PM GMT on December 22, 2021. The “**Judging Periods**” will begin at 12:00 AM GMT on December 30, 2021 and end at 11:59 PM GMT on January 26, 2022. The Entry Period and Judging Period are collectively referred to herein as the “**Contest Period**” and are described below. Sponsor’s computer is the official time keeping device of the Contest.

**2) SPONSOR/PROMOTER:** The sponsor and promoter of the Contest is Adobe Inc., located at 345 Park Ave, San Jose, CA 95110 USA (“**Sponsor**”).

**ADMINISTRATOR:** The administrator of the Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747 USA (“**Administrator**”).

**3) ELIGIBILITY:** Create Your Story (“**Contest**”) is open only to natural persons who are legal residents of Mexico, Australia, Canada (excluding Quebec), France, Germany, Japan, Spain, the United Kingdom, and the United States of America (including its territories, possessions and commonwealths) (“**Eligibility Area**”), who are the age of majority in their jurisdiction of residence, or older, at the time of entry. Contest may only be entered from and in eligible jurisdictions. VOID OUTSIDE THE ELIGIBILITY AREA AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Officers, directors, and employees of Sponsor, Administrator, Walt Disney Studios Motion Pictures and Buena Vista International, Inc. (Walt Disney Studios Motion Pictures, Buena Vista International, Inc., and their affiliates are collectively referred to as “**Disney**”), and Daniel J. Edelman, Inc. d/b/a Edelman (collectively, “**Contest Entities**”), prize providers, and their respective parents, subsidiaries and affiliated companies, employees, agents and suppliers, and the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible to participate or win any “**Prize**” (defined below in Section 6). Administrator may request any potential winner to provide proof that such person is eligible to be the winner. In the event of a dispute as to the identity of an entrant, the authorized account holder of the social media account will be deemed to be the entrant (“**Entrant**”). All potential winners are subject to verification before any Prize will be awarded. By participating in the Contest, Entrant fully and unconditionally agrees and accepts these official rules (“**Official Rules**”) and Administrator’s decisions, which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth herein.



**4) HOW TO ENTER:** During the Entry Period, visit the Contest page located at [www.adobe.com/go/westsidestory](http://www.adobe.com/go/westsidestory) (“**Website**”) and follow the instructions on the Contest page to enter the Contest (including agreement to the terms applicable to downloading Assets, as defined below). To get started, create an original static image (“**Image**”) using at least one of the provided Disney/West Side Story (“**Movie**”) Assets (defined below) to design a postcard using [Adobe creative apps](#) (collectively “**Apps**”) products such as Photoshop, Illustrator, and Adobe Fresco that shows how your culture, heritage, and community define you and your creativity. You will have access to Movie artwork and images (“**Assets**”) on the Contest page that you can download to your mobile device or your computer or add to your Adobe Cloud library. Use the Assets to make your Image stand out using the applicable Apps to create your unique Image. All Images must comply with the entry requirements in Section 5. Failure to comply with the entry requirements and these Official Rules may result in disqualification at the sole discretion of the Contest Entities. You can download the Apps for free on your computer or mobile device by following the steps described on the Contest page.

If you do not have the Apps, follow the instructions to register a free 30-day trial basis of Adobe Creative Cloud membership and download the Apps on a free trial basis from the Website. Use of the Apps is subject to Adobe’s terms and conditions that are available at <https://www.adobe.com/legal/terms.html>. Images must be created solely within the Apps and cannot be edited with the use of non-Adobe applications. Images found to be created outside of the Apps and edited using non-Adobe applications may be disqualified as determined by the Sponsor in its sole discretion.

Once you determine that your Image is complete, save it to your computer or mobile device and share it as a post to your Instagram Profile or Twitter Timeline, and if your post is on Instagram then tag @adobecreativecloud or if your post is on Twitter tag @creativecloud, and include the two (2) required hashtags, #CreateYourStory and #Contest (the “**Hashtags**”) from your Instagram or Twitter account (“**Entry**”). Your Instagram or Twitter account must be set to public at time of Entry and through January 26, 2022. Entries with a private account setting may not be captured.

To submit an Entry, you must be a registered user of Instagram or Twitter. If you do not have an Instagram or Twitter account, visit [www.instagram.com](http://www.instagram.com) or [www.twitter.com](http://www.twitter.com) to register for free. Registration for and use of the Instagram and Twitter platforms are subject to the terms and conditions of each platform, and Contest Entities have no responsibility with respect to such registration or use. Contest Entities are not responsible for the functionality of the Instagram or Twitter platforms, including changes that may interfere with the Contest or your ability to participate in the Contest.

In order to enter the Contest, each Entrant must go the Website to download the Assets or add the Assets to their Adobe Creative Cloud Library. Each entrant must click the ‘Accept’ button that appears on the Website which acknowledges their agreement to these Official Rules, to Disney’s Terms of Use located at <http://disneytermsofuse.com>, to language stating that by sharing their Image with the Hashtags, the Entrant affirms that their Entry does not infringe the rights of third

parties and that the Entrant's social media account name may be used by Disney in all media (including but not limited to Instagram and Twitter) throughout the world in perpetuity as set forth in these official rules, and that Disney is granting a non-exclusive license to use the Assets for the sole purpose of creating an Image for the Contest and not for any other purpose.

1st Judging Round Period ("**Round 1**") is scheduled to begin at 12:00 AM GMT on December 30, 2021 and end at 11:59 PM GMT on January 14, 2022, as outlined below in Section 7. During this round, up to one hundred (100) qualifying Entries will be selected as finalists (the "**Finalists**") using the judging criteria set out in Section 7 of these Official Rules.

2nd Judging Round Period ("**Round 2**") is scheduled to begin at 12:00 AM GMT on January 24, 2022 and end at 11:59 PM GMT on January 26, 2022, as outlined below in Section 7.

During Round 2, one (1) Grand Prize (defined below in Section 6) winner and nine (9) Second Place Prize (defined below in Section 6) winners will be determined from among the Finalists selected during Round 1, using the judging criteria set out in Section 7 of these Official Rules.

Each Entrant is permitted to submit up to one (1) Entry during the Entry Period, regardless of submission method. Multiple entrants are not permitted to share the same social media account. Any attempt by you to obtain more than the stated number of entries by using multiple/different identities, or any other methods, will void your entries and you may be disqualified from the Contest. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry services) to enter is prohibited and will void all of your entries and you may be disqualified from the Contest. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Contest Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. During the Contest Period, qualifying Entries may be posted on the Website and viewed by the public. Contest Entities shall have the right to immediately remove any and all Entries that violate these Official Rules, in the sole discretion of the Contest Entities.

**5) ENTRY REQUIREMENTS:** By submitting an Image, you (a) represent that you own or have permission to use the Image; (b) agree that by using the Assets to create the Image, Disney grants you a non-exclusive license to create a derivative work using the Assets for the sole purpose of creating the Image for this Contest, provided that such license shall be conditioned upon your assignment to us of all rights worldwide in and to the Image for the duration of copyright in the Image, in all formats and media known or unknown to date, including for use on Disney products and on third party sites and platforms, provided further that if such rights are not assigned to Disney, your license to create the Image using the Assets shall be null and void; and (c) agree that creative ideas, suggestions or other materials you submit (including without limitation the Image, whether or not solicited by the Contest Entities) are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and the Contest Entities in any way, and that you have no expectation of review,

compensation or consideration of any type, except what is set forth in these Official Rules. You warrant and represent that:

1. You have the written consent of each and every identifiable individual person in your Image (if applicable) to exercise the rights in Section 8 of these Official Rules, and if Sponsor asks to see the written permissions, you must provide them upon request (in the event you cannot provide permissions that are satisfactory to Sponsor, in its sole and absolute discretion, Sponsor reserves the right to disqualify the applicable Image, or seek to secure the releases and clearances for Sponsor's own benefit, or otherwise allow the applicable Image to remain in Contest). No minors may be depicted.
2. Your Image (excluding the Assets) is your original unpublished work and does not violate or infringe upon the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws or regulations.
3. Your Image has not altered the Assets other than as intended and described in these Official Rules.
4. Your Image (and the social media accounts associated with your Entry) shall not contain material that: is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, encourages or otherwise depicts or glamorizes drug use (including alcohol, cigarettes, and vaporizing pens), gambling or other regulated activities, or characterizes violence as acceptable, glamorous or desirable; harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; could be considered inappropriate, unsuitable or offensive, as determined by Contest Entities in their sole reasonable discretion.
5. You will not, and have not, published statements (or other content) that are grossly offensive or violate generally accepted standards of behavior or otherwise lead Contest Entities to believe or conclude that public association with you and/or the Entry would tend to subject Contest Entities or its brands to ridicule, contempt, controversy, embarrassment or scandal.

You acknowledge and agree that: your use of the Movie's copyright materials, logos, and trademarks (collectively, "Materials") and the Assets shall not portray the Movie in a false, negative or derogatory light. All rights in the Materials are the sole property of Disney, and all rights in the Assets are the sole property of Disney. All rights not expressly granted hereunder are hereby reserved by Disney; your use of the Materials and Assets shall not suggest or imply an endorsement of any product or service; your use of the Materials and Assets: (i) is for promotional purposes only in connection with the Contest; (ii) shall not be used for any commercial purposes; and (iii) shall only be used in connection with your Entry during the Contest; your participation in the Contest will not create or imply a relationship between you and the Contest Entities, and neither you nor the Contest Entities is the agent or legal representative



of the other nor has the right or authority to create any liability, representation, or responsibility whatsoever on the part of the other.

## 6) PRIZING: 1 Grand Prize and 9 Second Place Prizes

There is one (1) grand prize available. The grand prize consists of one (1) US \$10,000 check (or local currency equivalent), an exclusive one hour virtual mentorship session (via a virtual meeting software as designated by the Contest Entities) with a select executive or senior creative director from Disney or Amblin (as determined by Disney in its sole discretion), subject to their availability, and one (1) twelve (12) month subscription to Adobe Creative Cloud All Apps (the "**Grand Prize**"). Approximate Retail Value ("**ARV**") of the Grand Prize is: \$10,599.88 USD; no retail value is associated with the mentorship session.

There are nine (9) second place prizes available. Each second place prize consists of Sponsor selected Movie swag including one (1) West Side Story poster, and one (1) twelve (12) month subscription to Adobe Creative Cloud (the "**Second Place Prize**"). Contest Entities are not responsible for authenticity of the memorabilia and a certificate of authenticity will not be provided. ARV of each Second Place Prize is \$859.88 USD.

Grand Prize and Second Place Prizes shall collectively be referred to herein as the "**Prize(s)**". Total ARV of all Prizes being awarded is \$18,338.80 USD.

**For all Prizes:** The right to claim a Prize cannot be assigned. For terms of the Adobe Creative Cloud All Apps subscription, see <https://www.adobe.com/creativecloud/plans.html>.

No cash alternative or substitution of Prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute Prizes of comparable or greater value if any Prize listed is unavailable, in whole or in part, for any reason. All portions of the Prize(s) are non-assignable and non-transferable. Any Prizes pictured in online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. The actual Prize may vary. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the Prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion.

All Prizes will be awarded provided a sufficient number of Entries are received. Any difference between stated approximate retail value and actual value of the Prizes will not be awarded. Resale of any element of the Prizes is prohibited. Prizing may be subject to United States withholding taxes and to taxation in your country of residence. See "Taxes" section below for information on tax withholding. There will be only one (1) Prize per winner. Prize details and availability are subject to change. In the event that Contest Entities are unable to provide winners with a listed Prize, Contest Entities may elect to provide winners with the approximate value of





such item in cash or award an alternate prize of comparable or greater value. Lost or stolen Prizes will not be replaced. The Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional items or expenses are the sole responsibility of winner. Only listed Prizes will be awarded, and no other prizing or substitutions will be made (except as stated above for Prize unavailability). No more than the stated number of Prizes will be awarded. Winner agrees to accept the Prize “as is”.

**Taxes: Any valuation of the Prize stated above is based on available information provided to Administrator and the value of any Prize awarded to a winner will be reported for tax purposes as required by law. Each U.S. winner must provide Administrator with a valid taxpayer identification number or social security number (as applicable) before any Prize will be awarded. A Form 1099 will be issued to the U.S. winner for value of Prize \$600 or more. Outside of the U.S., the winner may be subject to a tax on the value of any Prize awarded. The winners are solely responsible for reporting and paying any and all applicable taxes. The winners understand and agree that the winners may be responsible for taxes exceeding the amounts listed above, for reasons such as, without limitation, winner’s tax bracket.**

#### **7) SELECTION AND VERIFICATION OF POTENTIAL WINNERS:**

Round 1: All eligible Entries submitted during the Entry Period will be reviewed and judged by the Administrator during Round 1. The Administrator (an independent judging organization) will determine one hundred (100) top rated qualifying Entries from all eligible Entries based on the following criteria: i) originality (25%) & theme relevance (e.g., how well the Image shows your culture, heritage, and community define you and your creativity) (25%); and ii) creativity & artistic expression (50%).

Round 2: All Entries determined during Round 1 will advance into Round 2 and will be judged by the Sponsor and Disney, based on the following criteria: i) originality (25%) & theme relevance (25%) (e.g., how well the Image shows your culture, heritage, and community define you and your creativity) and ii) creativity & artistic expression (50%), to determine the top ten (10) qualifying Entries. Each judge will assign an Entry a numeric score, and each judge’s score for the applicable Entry will be added together. The Entry that receives the highest overall score will be determined the Grand Prize winner, subject to verification. The remaining top nine (9) Entries will be determined as the Second Place Prize winners, subject to verification.

In the event of a tie in any round, judges will make the final decision in the determination of the tied Entries winners based 100% on creativity & artistic expression, at their sole discretion.

Sponsor/Administrator will contact the potential winners on or about January 31, 2022 via direct message on Instagram or Twitter. Direct message will come from Adobe Creative Cloud @adobecreativecloud on the social network used by the Entrant to enter the Contest. Selected Entrants must respond to Sponsor/Administrator within seventy-two (72) hours of notification or attempted notification by the Sponsor/Administrator. If an Entrant’s notification is undeliverable or in the event of non-compliance with any of the Official Rules, the applicable Prize shall be

forfeited, or in the event the selected Entrant declines the Prize, the Entrant who received the next highest overall score during the applicable Judging Period may be determined at Sponsor/Administrators' discretion. Each potential winner will then be required to sign and return a Declaration of Eligibility, Liability and Publicity Release (where legal) (the "**Declaration**") and Assignment of Rights ("**AOR**") and a completed valid W-9 (for U.S. residents only) within 10 days of notification, which must be received by Administrator in order to claim and receive a Prize. If a potential winner cannot be contacted, fails to sign and return the Declaration, AOR and tax form within the required time period, declines the Prize or Prize is returned as undeliverable, such potential winner forfeits the Prize. In the event that a potential winner is disqualified for any reason, Administrator will award the corresponding Prize to an alternate winner by determining the Entrant with the next highest score. All alternate potential winners are subject to all requirements set forth in these Official Rules. Up to three (3) alternate winners will be determined and contacted, after which the Prize will remain un-awarded. Sponsor's decisions as to the administration and operation of the Contest and the judging of potential winners are final and binding in all matters related to the Contest. Contest Entities reserve the right to disqualify any Entrant or winner and may refuse to award any Prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential prize winner will be required to submit all working files to verify use of the Apps in creating the Image. Contest Entities also reserve the right to disqualify any potential winner if, in their sole discretion, they find content on potential winner's social media pages to be inconsistent with the Contest Entities' brand images.

**Potential winners are restricted from any communication (e.g., announcing, telling any other person, or posting online via website, blog or any social media platform) stating that they have been contacted or are a potential winner or winner until Administrator has fully verified eligibility and Administrator has notified potential winner in writing that he or she has been approved to communicate winner status. Any violation of the foregoing sentence may disqualify such potential winner from receiving any potential Prize(s).**

**8) PUBLICITY:** Except where prohibited by law, without in any way limiting the rights granted in the Entry, as set forth above, your participation in the Contest and/or acceptance of a prize constitutes your consent for the Contest Entities to use each Entry (if applicable) and his or her name, social media handle, photograph, likeness, voice, biographical information, statements and address (city and state) in and in connection with advertising, marketing, promotional, and/or publicity purposes for the Contest, Contest Entities, and all uses of the Entry permitted herein, worldwide and in all forms of media and by any and all means and media now known or hereafter developed, in perpetuity, without any obligation, notice, or further compensation to you and you hereby release the Contest Entities from any liability with respect thereto..

**9) PRIVACY:** Information submitted by you will be collected by Sponsor's systems based in the United States and such collection will be subject to applicable privacy laws depending on the country where you reside. Information submitted by you is subject to Sponsor's privacy policy. Sponsor may share your personal information with the other Contest Entities for the purposes of administering the Contest and awarding the Prizes, and any such personal information will be subject to the privacy policies of the recipient Contest Entities upon transfer. Contest Entities will process your personal information solely for the purpose of administering the Contest and awarding the prizes. For information regarding Sponsor's privacy policy, please visit <https://www.adobe.com/privacy/policy.html>. Your participation in this Contest constitutes consent for Contest Entities to use your personal information for the purpose of administering the Contest and awarding the Prizes.

For EU residents: Both the Administrator and the Sponsor are based in the United States. The European Union privacy authorities and courts of justice consider that the standards of protection of your personal data are stronger and more adequate in the EU than in the United States. Before providing any personal information we encourage you to carefully review the position of the [European Union Court of Justice and of the European Data Protection Board](#) on the challenges for your privacy when the personal data travel to the United States. You are legally entitled to exercise in front of the data controller your rights of access, rectification, erasure, limitation of processing, objection to processing, to profiling and to automated decisions, and portability if applicable, at any time. You are also entitled to file a complaint with your [local supervisory authority](#).

For non EU residents: You may withdraw personal data upon written request; however, you will be disqualified if personal data is withdrawn prior to the determination of the winner(s) and fulfillment of the prize(s).

**10) ERRORS AND UNAUTHORIZED ACTIVITIES:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including without limitation, fraud, pandemics or epidemics, virus or other technical problem, or any other reason beyond the control of Contest Entities, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Contest and, if feasible, award the Prizes from among all eligible Entries received up to the time of the impairment based on the judging criteria listed above. Contest Entities reserve the right to modify Prize award procedures. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.



11) **FORCE MAJEURE:** In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor reserves the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor may (if possible) select the winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded.

**12) RELEASE:** Subject to any applicable laws, by participating in the Contest, you agree to release Contest Entities, Instagram, Twitter, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees (collectively, "**Released Parties**"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Contest to the extent possible under applicable law (except where the Contest Entities are at fault through intentional or negligent conduct), including without limitation: (a) acceptance, possession, use, misuse, or nonuse of the Prize that may be awarded; (b) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (c) technical and/or communications malfunctions, errors or failures of any kind; (d) unauthorized human intervention in any part of the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of Entries; (f) if Administrator must cancel or terminate the Contest for any reason; (g) if any Prize cannot be awarded due to circumstances beyond Contest Entities' reasonable control; and (h) any and all claims, demands, causes of action, judgments, costs and expenses (including attorneys' fees) arising from a claim that your Image infringes the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party. You agree that in any cause of action, the Released Parties' liability shall, to the extent permitted by applicable law, be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorneys' fees or other legal costs.

You acknowledge that the Released Parties have neither made nor are in any manner responsible or liable, to the extent permitted by law, for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a Prize including, without limitation,



a Prize's quality, authenticity, or availability, except for the warranties provided for Adobe Creative Cloud by its own user agreement.

**13) DISPUTES:** All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Contest and these Official Rules, or the rights and obligations of you and Contest Entities, shall be governed by and construed in accordance with the laws of the State of California in the U.S. without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of California in the U.S.

**Solely for Claim Against Disney:** Any and all disputes, claims and causes of action arising out of or connected with the Assets or any Disney intellectual property used in connection with the Contest, shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the state of California in the U.S. and in the event of any dispute, all entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California USA to resolve such disputes.

ALL OTHER CLAIMS AGAINST THE CONTEST ENTITIES MUST BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THIS PROVISION: By participating in this Contest, each Entrant agrees: (i) that any and all disputes the Entrant may have with, or claims Entrant may have against, the Contest relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any Prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in San Jose, California USA; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this



arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**For Spanish residents:** Nothing in these Official Rules shall be interpreted in the sense of limiting the application of articles 82 to 91 and 114 to 126 of Spanish Consumers and Users Protection Act (Real Decreto Legislativo 1/2007). These articles shall prevail in all cases over the Official Rules and the laws of the State of California in the U.S.

**For non-EU residents:** You agree that any and all disputes, claims and causes of action arising out of or in connection with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of JAMS, then effective. See Sponsor's [Terms of Use](#) for more information on arbitration requirements. You further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages.

**For EU residents:** The European Commission provides a platform for consumers for [online dispute resolution](#). Subject to any applicable laws, you agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages.

**14) NO OBLIGATION TO USE:** Contest Entities shall have no obligation (express or implied) to use any Entry or to otherwise exploit any Entry, or, if commenced, to continue the distribution or exploitation thereof, and Contest Entities may at any time abandon the use of the Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

**15) FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or Image, or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules (including without limitation, to vest all right, title and interest in and to an Image to Disney) then each Entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

**16) LANGUAGES:** To the extent permitted by applicable law, you agree that in the event of inconsistency between your local language version and the English version of these Official Rules, the English version shall prevail, and your local language version shall be deemed to be amended accordingly to the extent necessary for such inconsistency to be in conformity with the English version of these Official Rules.



17) **WINNERS' LIST:** To obtain a list of the winners, available for ninety (90) days after January 31, 2022 send an email to: [Winners@dja.com](mailto:Winners@dja.com) with WINNERS & 18-2249-37 as the subject line.

*This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram, or any other social network or platform. You understand that you are providing your information to Contest Entities, and not to Twitter, Instagram, or any other social network or platform.*