

**Creative Invite for
“Create visual artwork for Disney’s *Mickey & Friends*“
Official Rules**

These Official Rules (these “**Official Rules**”) as well as Disney’s Code of Conduct set forth the terms pursuant to which each individual who meets the eligibility requirements described below (each, an “**Artist**” and collectively, “**Artists**”) may participate in the creative invite for Artists to create artwork inspired by *Disney’s Mickey & Friends* (“*Mickey & Friends*”), as further described herein (“**Creative Invite**”).

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A purchase or payment will not improve the chances of Artist’s submission being selected. The submission period for the Creative Invite shall begin on May 21, 2019 at 5:00 PM Greenwich Mean Time (“**GMT**”) and end on June 17, 2019 at 5:00 PM GMT (the “**Submission Period**”). The Creative Invite and Artist’s participation in the Creative Invite is governed by these Official Rules and is subject to all applicable laws. Void where prohibited.

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1. **Eligibility**. The Creative Invite is open only to individuals who are at least eighteen (18) years of age or the age of majority in their jurisdiction of primary residence (whichever is older). It is the obligation of all Artists to ensure that their participation in this Creative Invite, and as applicable, receipt of any Incentive (as defined below), complies with all laws, rules and regulations of the jurisdiction of which such Artist is a legal resident/national. Proof of residency and age may be required. Talenhouse, Ltd. (“**Sponsor**”), The Walt Disney Company Limited (“**Disney**”), and one or more judges (“**Judges**”), and their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, and partners, to the extent responsible for sponsoring, fulfilling, administering, advertising or promoting the Creative Invite, and all of their respective directors, officers, employees, agents and representatives, and the Immediate Family Members and Household Members of any of the foregoing individuals, are not eligible to participate in the Creative Invite. “**Immediate Family Members**” means parents, step-parents, children, step-children,

siblings, step-siblings, and spouses, regardless of where they live. “**Household Members**” shall mean people who share the same residence at least three (3) months out of the year, regardless of their familial relationships. In order to participate in the Creative Invite, Artist must fully comply with these Official Rules, as well as Sponsor’s Terms and Conditions (<https://www.talenthouse.com/terms-and-conditions>) and Privacy Policy (<https://www.talenthouse.com/privacy-policy>) (collectively, this “**Agreement**”). Accordingly, by participating in the Creative Invite, Artist agrees that Artist has read the terms of this Agreement, and agrees fully and unconditionally to be bound by the terms of this Agreement, and the decisions of the Judges, whose decisions shall be binding and final in all respects relating to the Creative Invite. If there is any conflict between these Official Rules, the Terms and Conditions or the Privacy Policy, the order of precedence shall be as follows: these Official Rules, the Terms and Conditions, and then the Privacy Policy. Eligibility to receive an Incentive is contingent upon fulfilling all requirements set forth in this Agreement.

2. Timeline. The timeline for the Creative Invite is as follows:
 - (a) Submission Period. Artists are permitted to submit Works during the Submission Period described above.
 - (b) Selection Period. This period begins on June 17, 2019 at 5:01 PM GMT and continues until July 17, 2019 at 5:00 PM PT (“**Selection Period**”). During the Selection Period, the Judging Panel makes its determinations regarding the Works and the Sponsor contacts certain Artists who are selected as potential recipients of Incentives to confirm eligibility, etc.
 - (c) Selection Date. On or about July 18, 2019 (“**Selection Date**”), the Selected Artists are announced on the Creative Invite Site. The Selection Date may be revised by the Sponsor at its sole discretion.

3. Artist Teams. In the case that Artist is comprised of a team of individuals (“**Artist Team**”), all members of such team agree that:
 - (a) the member of the Artist Team whose Talenthouse account is used to submit the Work to the Creative Invite shall be designated the team leader (“**Team Leader**”);
 - (b) the Team Leader is solely and exclusively responsible for distributing any Career Opportunities or Incentives received by the Artist Team;
 - (c) all members of the Artist Team have read, understand and agree to be bound by the terms of this Agreement;
 - (d) all members of the Artist Team agree to release and hold harmless the Released Parties (as defined below) from and against any and all Losses (as defined below), in each case whether direct, indirect, or consequential, arising out of or relating to any dispute between or among any of the members of the Artist Team; and
 - (e) the Team Leader agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions or proceedings of any kind brought by any members of the Artist Team and from any and all Losses arising out of or relating to any dispute between or among any of the members of the Artist Team, including but not limited to the distribution of any Career Opportunities or Incentives between or among the members of the Artist Team.

MEMBERS OF ANY ARTIST TEAM SHOULD CONSIDER ENTERING INTO THEIR OWN WRITTEN AGREEMENT REGARDING THE MEMBERS’ RESPECTIVE RIGHTS AND RESPONSIBILITIES TO EACH OTHER IN CONNECTION WITH THEIR PARTICIPATION

IN THIS CREATIVE INVITE, INCLUDING HOW ANY CAREER OPPORTUNITIES AND INCENTIVES THAT ARE RECEIVED WILL BE DISTRIBUTED.

4. How to Submit Your Work. Artists wishing to submit their work for the Creative Invite must visit the Creative Invite website located at <https://www.talenthouse.com/i/create-visual-artwork-for-disneys-mickey-and-friends> (the “**Creative Invite Site**”) during the Submission Period and follow the instructions, which will require, among other things, that Artist create an account on Sponsor’s website (www.talenthouse.com) and agree to this Agreement. Creating an account on Sponsor’s website is free. Artist must then create and submit via electronic transmission an original work of authorship inspired by *Mickey & Friends* and in compliance with this Agreement (the “**Work**”). Sponsor or its representatives reserve the right to disqualify any Artist or Work or remove any Work that does not conform to the requirements set forth in this Agreement as determined by Sponsor or Disney in their sole discretion. Sponsor is not obligated to notify Artist if a Work has been disqualified and removed from the Creative Invite Site.

To be an eligible submission, a Work must comply with the following requirements:

(a) The Work:

- (i) must be Artist’s own original work, created solely by Artist;
- (ii) must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
- (iii) must not have previously won any award;
- (iv) must not contain any audio;
- (v) must not violate or infringe any third party’s rights, including without limitation, intellectual property rights and/or rights of privacy and/or publicity;
- (vi) must comply with Creative Invite Site technical requirements and be submitted in JPEG or PNG (max. size 10 MB);
- (vii) must not contain or depict drugs (including, without limitation, prescription medicine, and illegal or other illicit drugs or substances);
- (viii) must not contain or depict hard liquor or alcohol and alcohol-related products and services (including low alcohol drinks, alco-pops, and liqueur chocolates;
- (ix) must not contain or depict tobacco or smoking related products or individuals smoking or otherwise under the influence of drugs or alcohol;
- (x) must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, gender identity, religion, nationality, disability, sexual orientation or age;
- (xi) must not contain any unacceptable clothing or adornments, nor display any commercial and/or corporate advertising unrelated to *Mickey & Friends*;
- (xii) must not contain any indecent or unsafe behavior or situations, profanities or obscenities, including without limitation, nudity, pornography, content with adult themes or themes of sexual nature (e.g. contraceptives, adult toys) or content that is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- (xiii) must not reference political organisations or themes as well as persons or organizations without such persons’ or organizations’ written authorization;
- (xiv) must not reference Religion - the endorsement, advertising or promoting of individual religious or other spiritual or secular groups / organisations and their beliefs is prohibited, however religious festival themes to be celebrated without any specific religious messaging attached are allowed;

- (xv) must not disparage any persons or organizations;
 - (xvi) must not include threats to any person, place, business or group, or contain or depict graphic violence, weapons (real and look alike replica guns, bullets and/or knives) or dangerous products including fireworks, matches;
 - (xvii) must not contain gambling including betting, lotteries and scratch cards;
 - (xviii) must not contain violent sports or other potentially dangerous recreational activities;
 - (xix) must not contain diet / slimming products such as diet pills, food substitutes such as slimming shakes, items or services products positioned as miracle solutions for weight problems;
 - (xx) must not contain death-related products and services (e.g. funerals, burial or other memorial products and services);
 - (xxi) must not contain food & beverages which do not meet TWDC promotional nutritional guidelines or food or Drinks which contain very high levels of caffeine or guarana extract or any artificial stimulant – where the product is targeted to or appealing to children;
 - (xxii) must not be unlawful and/or in violation of or contrary to any applicable federal, provincial, state and/or local laws, rules and/or regulations;
 - (xxiii) must not otherwise violate this Agreement; and
 - (xxiv) must not otherwise be inappropriate, objectionable or unsuitable for the uses contemplated in this Agreement, including without limitation, use by Disney and/or its Affiliates as described in these Official Rules.
- (b) Artist may not be:
- (i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's and Disney's ability to use, display or otherwise exploit the Work as described in these Official Rules;
 - (ii) subject to an acting or modeling contract that would make Artist's submission or appearance in the Work a violation of any third-party rights; or
 - (iii) under any other contractual relationship, including but not limited to guild or union memberships, that may prevent Disney and Sponsor from being able to use the Work as contemplated in these Official Rules, or that would otherwise be violated by Artist's participation in the Creative Invite.
- (c) The Work must comply with applicable law. If any individual appears or is referred to in the Work, Artist is solely responsible for obtaining, prior to submitting the Work, any and all releases and consents necessary to permit the exhibition, use, license, sale, etc. of the Work, as applicable, by Sponsor and Disney. If any individual appearing or referred to in any Work is under the age of majority in such individual's jurisdiction of residence, the signature of such individual's parent or legal guardian is required on each release. ARTIST IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS, CONSENTS AND AUTHORIZATIONS, IF ANY, THAT MAY BE REQUIRED TO PARTICIPATE IN THE CREATIVE INVITE AND SUBMIT A WORK, INCLUDING ANY RELEASES AND CONSENTS FROM ANY INDIVIDUAL WHOSE NAME, IMAGE OR LIKENESS APPEARS IN THE WORK. Upon Sponsor's request, if any individual's likeness is used, Artist may be required to provide to Sponsor a copy of a release signed by such individual in a form reasonably acceptable to Sponsor and Disney.

The Sponsor and Judges reserve the right to disqualify any submission that they determine, in their sole discretion, violates (or potentially violates) the letter or the spirit of the Creative Invite, or its processes or rules (including, without limitation, this Agreement). The decisions

of Sponsor and Judges on all matters pertaining to the Creative Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 4:59 PM GMT ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit ten (10) submissions per Artist throughout the Submission Period, provided each submission is substantially different. Submissions by the same Artist in excess of the limits stated herein will be disqualified. Artist may update and replace an existing submission with a new Work during the Submission Period; provided that any such replacement submission will disqualify the previously submitted Work for a consideration and provided further that all submitted Works (including, without limitation, previously submitted Works) will remain subject to the terms of this Agreement, including without limitation, the grant of rights described in Section 8 below. The Work will be deemed to have been submitted by the individual whose email address is associated with the account on Sponsor's website.

5. Selection Process. Submitted Works will be judged as described below.
 - (a) Judges: One (1) or more Judges will be appointed by Disney in its sole discretion (the "**Judging Panel**"). In the event that an individual Judge or Judges withdraw from the Creative Invite prior to the commencement of the Selection Period, Disney shall select replacement Judge(s) in its sole discretion.
 - (b) Judging Criteria: The Judging Panel's decisions will be made based upon the criteria described on the Creative Invite Site.
 - (c) Artist Selection: The Artists selected as candidates to receive Incentives will be notified as set forth in Section 7. Each Work will be evaluated based on the above-described criteria by the Judging Panel. In the event of a tie, the awardees will be selected by a final vote by the Judging Panel. Odds of being selected depend on the nature, quality and number of eligible submissions received. An Artist will not be eligible to receive an Incentive until such Artist submits all of the necessary documentation, including the Awardee Agreement (described in Section 7 below).
6. Incentives. The incentives associated with the Creative Invite (each, an "**Incentive**" and collectively, "**Incentives**") are as follows:

A minimum of six (6) and up to ten (10) pieces of Work will be chosen by the judging panel. The artists whose Work has been chosen ("Selected Artists") will receive one thousand pound sterling (£1,000 GBP) for each piece selected.

Any portion of an Incentive unclaimed or not accepted by any Awardee will be forfeited and will not be substituted.

7. Notification and Verification of Selected Works. ALL SELECTED ARTISTS (EACH, AN "**AWARDEE**" AND COLLECTIVELY, "**AWARDEES**") ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CREATIVE INVITE.

During the Selection Period, the Awardees will be notified by mail, phone or email, at Sponsor's discretion, using the information associated with each Awardee's account on Sponsor's website. Awardees must continue to comply with all terms and conditions of this Agreement, and receipt of any Incentive is contingent upon fulfilling all requirements. Sponsor shall have no liability for any notification that is lost, intercepted or not received by

an Awardee for any reason. In Sponsor's sole discretion, Awardees may be disqualified and required to forfeit any Incentive, and alternate Awardees may be selected in accordance with these Official Rules from among the remaining eligible submissions if any Awardee:

- (a) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the Awardee or notification is returned as undeliverable;
- (b) declines or cannot accept, receive or use any Incentive for any reason;
- (c) is found to be ineligible to enter the Creative Invite or receive the Incentives; or
- (d) cannot or did not comply with this Agreement. Sponsor is not obligated to leave any voicemail, answering machine message, or other message for Awardee.

Awardees will be required to complete and return (as directed by Sponsor) the Creative Invite Awardee Agreement ("**Awardee Agreement**") and an agreement assigning all rights, title and interest in and to the selected Work on a global basis to Disney by a specified date or, in Sponsor's sole discretion, the Incentives may be forfeited and an alternate Awardee may be selected in accordance with these Official Rules from among the remaining eligible submissions. Sponsor reserves the right to modify the notification procedures and the Awardee Agreement in connection with the selection of Awardees.

8. *Publicity; Use of Personal Information.* By participating in the Creative Invite, each Selected Artist: (a) irrevocably consents to Sponsor's and Disney's (as well as any of their respective affiliates, agents, designees or licensees) use of Artist's full name, any aliases, biographical data, voice, and reproductions or renderings of Artist's physical likeness (as the same may appear in any still camera photograph, video and/or any other form), logos, marks, in whole or in part, in connection with the Creative Invite, the Work and/or *Mickey & Friends*, in all media formats, platforms, and channels now known or hereafter devised, in perpetuity, throughout the universe, for any and all purposes, including, but not limited to, advertising, promotion, marketing, publicity, trade or commercial purposes, all without further notice to Artist or to any person or entity, with or without attribution, and without the requirement of any permission form or payment to Artist or to any other person or entity; and each Artist (b) acknowledges and agrees that such Artist will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used by Sponsor for administration of the Creative Invite, to respond to Artist in matters regarding Artist's Work or the Creative Invite, awarding Incentives, and as otherwise set forth in the *Privacy Policy*.
9. *Intellectual Property Rights.*
 - (a) As mentioned above, Artist must create his/her Work without using or referencing any works or intellectual property of any other person, except as expressly permitted pursuant to instructions on the Creative Invite Site. Any Artist that violates this provision will be disqualified from the Creative Invite.
 - (b) By participating in the Creative Invite, Artist grants Disney a non-exclusive, limited, worldwide license for the duration of the Creative Invite and up to 3 months after announcement of the Selected Artists to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part). Disney will credit all non-selected Artists if their Work is used but will not be liable to the Artist for failure to do so.
 - (c) Artists that are not selected will retain all rights to the original portions of their Work, subject to the foregoing limited license.

- (d) Except as necessary for Artists to submit their Works in connection with the Creative Invite, Artists may not make any further use of their Works, including without limitation, selling, licensing or otherwise exploiting such Works.
- (e) Each Artist understands and agrees that they have no right to enjoin or restrain the development, production, advertising, promotion, distribution or exploitation of *Mickey & Friends*. Disney has the right, but not the obligation, to use any of the Works.
- (f) By participating in the Creative Invite, Artist grants Sponsor permission to use any Work: (i) for all promotional purposes related to the Creative Invite; (ii) to otherwise administer the Creative Invite; or (iii) displaying the Work on the Creative Invite Site and Sponsor's media channels.
- (g) By participating in the Creative Invite, Artists acknowledge and agree that: (i) Disney, its parent, affiliated and related companies, and each of their respective employees, agents, artists, writers, representatives or licensees may now have similar scripts, treatments, concepts, artwork and/or ideas in development and/or may independently develop and use similar scripts, treatments, concepts, artwork and/or ideas; (ii) any similarity between any Work that Artists submit and/or any materials already in development or independently developed hereafter by Disney shall be coincidental; and (iii) Artist shall have no rights whatsoever in or to, nor shall Artist make any claim against, any artwork, sketches, designs, concepts or ideas already in development, or that may hereafter be independently developed, by Disney notwithstanding any similarity to any materials (including my Work) that Artist has submitted hereunder.
- (h) Artist acknowledges that, if Artist is selected as an Awardee, Artist will be required to sign the Awardee Agreement and an agreement assigning all rights, title and interest in and to the selected Work on a global basis as a condition to receiving any Incentive. Artist acknowledges that failure to sign these Agreements by the specified date will result in forfeiture of any recognition and/or Incentives that Artist might otherwise receive.

10. Representations and Warranties of Artist. By participating in the Creative Invite and submitting a Work, Artist represents and warrants to Sponsor and Disney as follows:

- (a) Artist has all rights, title and interest in the Work;
- (b) the Work is Artist's own original work and was created solely by Artist for the purpose of participating in the Creative Invite;
- (c) Artist and each Work submitted by Artist complies with the terms of this Agreement;
- (d) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- (e) the Work has not been previously licensed, sold, used, published, released, distributed or otherwise exploited;
- (f) the Work does not and will not violate any contract or third party rights, including any patent, copyright, trade secret, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity (except for the Disney IP provided solely for use in this Creative Invite only);
- (g) the Work does not and will not violate any applicable laws; and
- (h) the information submitted by Artist in connection with the Creative Invite is accurate and complete.

11. No Warranty of Sponsor and Disney; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR AND DISNEY MAKE NO

REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CREATIVE INVITE, INCLUDING WITHOUT LIMITATION ANY:

- (a) WARRANTY OF MERCHANTABILITY;
- (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
- (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL SPONSOR, DISNEY OR JUDGES, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, CONTRACTORS, SUBCONTRACTORS, AND PARTNERS, TO THE EXTENT RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CREATIVE INVITE, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO ARTIST OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF SPONSOR AND DISNEY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, RELATED TO THE CREATIVE INVITE SHALL BE ONE HUNDRED BRITISH POUND STERLING (GBP 100).

12. Release; Indemnification; Disclaimer. By participating in the Creative Invite, Artist agrees:
- (a) to release and hold harmless Sponsor, Disney and Judges, and their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, partners and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Creative Invite, and all of their respective past, present and future officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from and against any and all losses, harm, damages, injury, costs, expenses, liability, and claims of any kind (including attorneys’ fees) (“**Losses**”), in each case whether direct, indirect, or consequential, arising out of or relating to Artist’s creation or submission of a Work, participation in the Creative Invite or any Creative Invite-related, Incentive-related activity, acceptance or use or misuse of any Incentive (including any travel or activity related thereto), or the copying, displaying, performance, use or exploitation of a Work;
 - (b) to indemnify, defend, and hold harmless the Released Parties from and against any and all third party claims, actions or proceedings of any kind and from any and all Losses arising out of or relating to: (i) any breach or alleged breach by Artist of any of the warranties, representations or other provisions herein; or (ii) Artist’s participation in the Creative Invite, submission of a Work, or acceptance, use, or misuse of any Incentive;
 - (c) that the Released Parties assume no responsibility for any injury or damage to Artist or to anyone else’s computer, regardless of how caused, relating to or resulting from

entering or downloading files, materials or software or any other activity in connection with the Creative Invite; and

- (d) that Sponsor and Disney have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any Incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the Incentive (or any component thereof) or their affiliates.
- (e) to release, defend, indemnify and hold harmless Disney, its parent, affiliated and related companies, and each of their respective officers, directors, employees, representatives and agents from all claims, demands and causes of action of any nature whatsoever that such Artist or their heirs, representatives, executors, administrators or any other persons acting on behalf of such Artist's estate have or may have by reason of:
 - (i) Disney's exercise of any rights granted by Artist pursuant to the Official Rules of the Creative Invite; or
 - (ii) any actual or alleged violation of such Artist's right of publicity or right of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Disney's use of such Artist's Work or any portion thereof, or the likeness(es) of any natural person(s) therein.

13. No Tampering. Sponsor and Judging Panel reserve the right to disqualify any Artist they find to be (or suspect to be):

- (a) tampering with the submission process or the operation of the Creative Invite or any website promoting the Creative Invite;
- (b) acting in violation of this Agreement, or otherwise acting in an unprofessional or disruptive manner; or
- (c) submitting or attempting to submit to the Creative Invite multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit submissions.

Any attempt to undermine the legitimate operation of the Creative Invite may be a violation of criminal or civil law; should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Sponsor reserves the right to void the submissions at issue or terminate the relevant portion of the Creative Invite, including the entire Creative Invite, or modify the Creative Invite, these Official Rules, or award Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

14. Payments. Any cash Incentives will be paid directly to Artist by Sponsor by PayPal, wire transfer or some other payment method agreed upon by Artist and Sponsor. Applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g., wire transfer fees) are the sole responsibility of the Awardees who receive such Incentives. Sponsor reserves the right to withhold the relevant portion of such Incentive to cover the cost of any such fees or costs, including without limitation any applicable wire transfer fees. Note that cash Incentives are treated as income by the U.S. Internal Revenue Service and may also be treated as income by other applicable taxing authorities.

15. General Conditions. Sponsor reserve the right to cancel, suspend, or modify the Creative Invite, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Creative Invite, as determined by Sponsor in its sole discretion. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. If, for any reason, any Work or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Artist's sole remedy is the opportunity to submit another submission to the Creative Invite if such submission is reasonably possible.

These Official Rules, together with the terms set forth on the Creative Invite Site, the Terms and Conditions, the Privacy Policy and the other agreements incorporated by reference herein, contain the entire agreement between the parties hereto relating to the Creative Invite.

16. Dispute Resolution; Governing Law; Choice of Forum. To the extent permitted by applicable law, Artist agrees that:
- (a) any and all disputes, claims and causes of action against the Released Parties arising out of or related to the Creative Invite, or any Incentives, other than those concerning the administration of the Creative Invite or the determination of Awardees, shall be resolved individually, without resort to any form of class action; and
 - (b) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering the Creative Invite, but shall in no event include attorneys' fees.

Any dispute, controversy or claim arising out of or relating to these Official Rules shall be subject to the exclusive jurisdiction of England and Wales. Any trial will be between Artist and Sponsor individually, and there shall be no joinder or consolidation of trials or class actions. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Artist or Disney or Sponsor in connection with the Creative Invite, shall be governed by, and construed in accordance with, the laws of England and Wales without giving effect to any choice of law or conflict of law rules (whether of England and Wales or any other jurisdiction), which would mandate the application of the laws of any jurisdiction other than England and Wales.