



Happy Halloween from Disney Living Contest

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

1. Eligibility: Happy Halloween from Disney Living Contest (the "**Contest**") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry and who did not purchase any equipment or services for purposes of entering the Contest. Employees of Disney Consumer Products, Inc., and any of its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Sponsor: Disney Consumer Products, Inc., 1101 Flower Street, Glendale, CA 91201.

3. Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Entrant acknowledges that these Official Rules and the terms imposed on entrant are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, entrant acknowledges that such consideration includes the opportunity to and the possibility of winning the prizes described below and the publicity and promotion from Sponsor's use or display of the Entry. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 5, 2010 at 12:00 a.m. Pacific Time ("**PT**") and ends on October 31, 2010 at 11:59 p.m. PT (the "**Contest Period**"). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit www.youtube.com/disneyliving (the "**Website**") and follow the links and instructions to create a YouTube account. Creating a YouTube account is free. Once logged in, follow the links and instructions to upload a video entry (the "**Entry**").

- Watch our sample Halloween Video Greetings and download Disney Living's Happy Halloween graphic (the "**Graphic**") from the Disney Living YouTube page.
- Film/Videotape an original video with a Halloween theme and include (1) the Graphic and (2) at least one Disney character costume (store made or homemade).
- Post your video via the "video response" link on the Disney Living video pages of our Halloween Video Greetings.

- The Entry must not exceed two (2) minutes in length.

Entries submitted prior to or following the Contest Period shall not be entered in the Contest. Limit: Each entrant may submit only one (1) Entry.

By completing the registration and submitting an Entry, entrant agrees that the Entry conforms to YouTube video uploading compatibilities in addition to the Video Guidelines and Content Restrictions as defined below (collectively, the “**Guidelines and Restrictions**”) and that Sponsor, in its sole discretion, may remove the Entry and disqualify entrant from the Contest if it believes, in its sole discretion, that the Entry fails to conform to the Guidelines and Restrictions.

Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected videos, which are disqualified.

Video Guidelines:

- The Entry must be in .WMV, .AVI, .MOV, or .MPG format;
- The Entry must not exceed two (2) minutes in length; and
- The Entry cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means other than YouTube.com.

Content Restrictions:

- Other than the Graphic, the Entry must be entrant’s original work and must not contain material that: (a) violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights; or (b) constitutes copyright infringement; or (c) contains images depicting any recognizable athletes, celebrities, animals, animated characters, or objects;
- Entrant must have the express consent of everyone depicted in the Entry for use in accordance with these Official Rules;
- Other than that which may be part of the Disney costume or their product packaging, or the Graphic, the Entry must not contain brand names or trademarks, or advertise any products, services, or otherwise (either for profit or not for profit);
- The Entry must not contain music, images, or artwork not created by entrant;
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, slanderous or libelous, or defamatory against other people, characters or companies;
- The Entry must not contain material that promotes, depicts or suggests any of the following:
 - Alcohol, drugs, tobacco, firearms or weapons (or the use of any of the foregoing);
 - Any activities that may be construed as unsafe or dangerous, or promotes any particular political agenda or message; or

- Violence of any kind, illegal gambling, child abuse, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing, theft, conspiracy to commit illegal activity, and threats of violence against a person, place, or organization;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the Federal government or any governmental agency or any state where video is created; and
- The Entry must not be inconsistent with the positive images and/or good will of the Disney brand and must be appropriate for all audiences.

6. Cooperation; Removal of Submissions. Sponsor reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Entry from the Website that violates these Official Rules and (b) identify any user to third parties, and/or disclose to third parties any Entry or personally identifiable information, when Sponsor believes in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Official Rules and/or protect the safety or security of any person or property, including the Website. Moreover, Sponsor retains all rights to remove Entries from the Website at any time for any reason or no reason whatsoever.

7. Winner Determination: Qualified judges, determined by Sponsor in its sole discretion, will select the entrants with the top five (5) Entries (the “**Finalists**”) based on the following criteria (“**Judging Criteria**”):

- Accurately reflects Disney's brand image (33%)
- Quality of Storytelling (34%); and
- Creativity and Originality (33%)

The potential winner will be the entrant with the highest score. In the case of a tie, the entrant whose Entry received the highest score in the Creativity and Originality category will be deemed the winner. If there is a tie in those categories, Sponsor shall select the winner in its discretion.

8. Winner Requirements: Potential winners will be notified by mail, email or phone on or around November 1, 2010. The potential Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to execute and return to Sponsor, within ten (10) days of the date of the notice, an Affidavit of Eligibility, Liability & Publicity Release (“**Affidavit**”) in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, the potential winner irrevocably and unconditionally forfeits the prize. If a potential winner is disqualified for any reason, the judges will determine the potential winner based on criteria set forth in Section 7. Only three (3) alternate winners will be selected through this process, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner’s agreement and consent that Sponsor may irrevocably

throughout the world and in perpetuity, use the winner's, name, city, state, likeness, and/or prize information in connection with the Contest and to promote, advertise and market Sponsor and its Disney consumer products for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, without compensation or notice to, or further consent of, to the winner to the extent permitted by law.

9. Prizes: Five (5) \$100 Disney Store gift cards, approximate retail value \$100 each. Total retail value \$500. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

10. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor and its parent, subsidiaries and affiliated companies and each of its and their officers, directors, employees or agents (individually a "**Released Party**" and collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. General Conditions: Sponsor reserves the right to cancel, suspend, amend and/or modify these Official Rules or the Contest, or any part of it, for any reason, including, but not limited to any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If Sponsor makes a material amendment to these Official Rules, Sponsor will notify entrant of such amendment by sending entrant an e-mail or other electronic message at the last e-mail address that entrant provided to Sponsor, through the YouTube messaging system and/or by posting notice of such amendment on the Website. Any such amendment to these Official Rules will be effective upon dispatch of the message or posting of the amendment. In the event that the last e-mail address that entrant has provided Sponsor is not valid, or for any other reason Sponsor is not capable of delivering to entrant the notice described above, Sponsor's dispatch of the message containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

Sponsor, in its sole discretion, reserves the right 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 these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. DISCLAIMERS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SPONSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. SPONSOR DOES NOT WARRANT THAT THE WEBSITE OR ANY TECHNOLOGIES USED TO FACILITATE SUBMISSION OF ENTRIES OR VOTING WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. The Released Party are also not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Released Party are also are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest.

UNDER NO CIRCUMSTANCES, INCLUDING CONTRACT, TORT OR NEGLIGENCE SHALL A RELEASED PARTY, BE LIABLE TO ENTRANT OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR ANY TECHNOLOGIES USED TO FACILITATE SUBMISSION OF ENTRIES OR VOTING, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANY OTHER PERSON OR ENTITY, EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND SPONSOR'S OR THEIR REASONABLE CONTROL.

SPONSOR MAY TERMINATE FURTHER ACCESS TO THE WEBSITE OR CHANGE THE WEBSITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE OFFICIAL RULES APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Disputes: Except where prohibited, entrant agrees that:

Any and all disputes, claims and causes of action arising out of or in connection with this Contest, the Official Rules and any prize hereunder shall be: (i) governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California and by the state or federal courts located in Superior Court in and for the County of Los Angeles, State of California; or, if the Circuit Court does not have jurisdiction, then to such other court sitting in said county and having subject matter jurisdiction;

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy (http://disney.go.com/corporate/privacy/pp_wdig.html).

16. Winner List: Winner List requests will only be accepted after November 1, 2010 and no later than December 1, 2010. For the Winner List, send a request in writing with subject line: "Happy Halloween from Disney Living Contest Winner List Request," to Disney Consumer Products, Inc., 1101 Flower Street, Glendale, CA 91201.

17. General Provisions.

If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by Sponsor shall be deemed a further or continuing waiver of such provision or any other provision, and Sponsor's failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." **ENTRANT AGREES THAT ANY CAUSE OF ACTION ENTRANT MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE CONTEST OR THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

Supply of goods, services and software through the Website and in connection with the Contest is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Website, entrant represents and warrants that entrant's acquisition comports with and entrant's use of the item will comport with those requirements. Without limiting the foregoing, entrant may not acquire goods, services or software through the Website or in connection with the Contest if: 1) entrant is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if entrant is on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or 2) entrant intends to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.