

**WINNIE THE POOH STORYTELLER OF THE YEAR CONTEST
OFFICIAL RULES (“Rules”)**

NO PURCHASE NECESSARY TO ENTER OR WIN

1. SPONSOR: Disney Consumer Products, Inc., 500 S. Buena Vista Street, Burbank, California 91521, is solely responsible for all aspects of this skill-based contest (“Contest”).

2. BRIEF OVERVIEW OF CONTEST: This Contest is being conducted during the period commencing at 12:01 a.m. PT, April 22, 2013 and ending at 11:59 p.m. PT, May 15, 2013 (“Entry Period”) for you as a contestant (“Contestant”) to compete to win one (1) of six (6) prizes by creating and submitting at www.disneystore.com/poohstoryteller (“Website”), pursuant to instructions posted on the Website (“Instructions”), your user-generated video that incorporates one of several stories featured on the Website (collectively, “Stories”), along with accompanying identification and descriptive information (collectively, “Submission”).

Sponsor's appointed panel of judges (“Judges”) will score the eligible Submissions based on the following equally-weighted criteria: entertainment value, creativity and style (“Criteria”) taking voice, performance, staging and other factors into account. You may include materials to enhance your performance such as plush characters, props and puppets, however do not use any brands or logos. Please be sure to review all of these Rules including the “Video Creation Tips” in paragraph 4 below before you make your video. By entering this Contest, you agree that you will be bound by these Rules. On or about May 20, 2013 (“Award Day”), the Judges will complete judging all Contest Submissions for the Grand Prize and Honorable Mention Prizes. The one (1) eligible Submission receiving the highest score from the Judges will be selected as the potential Grand Prize winner. The two (2) eligible Submissions receiving the next highest scores from the Judges will be selected as the potential Honorable Mention Prize winners. Additionally, visitors to the Website will have the chance to vote during the Entry Period (one vote per Website visitor for the Entry Period), and the three (3) eligible Submissions awarded the most votes will be selected as the potential Fan Favorite Prize winners. Sponsor can provide no technical support and accepts no responsibility for insuring the receipt or successful submission of any vote. In the event of a tie, the tie will be broken by the Judges based on the entertainment value of the Submission. The decisions of the Judges are final and binding in all respects. For purposes of these Rules, all times and days are Pacific Time. Sponsor's computer is the official time-keeping device for this Contest. The awarding of any prizes is subject to the provisions set forth herein, including without limitation with respect to eligibility and forfeiture.

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must: **(i)** be a legal resident of, and physically residing in, one (1) of the fifty (50) United States or the District of Columbia; **(ii)** be eighteen (18) years of age or older; **(iii)** not be an employee of the Sponsor, its parent, affiliate or subsidiary companies, or its advertising or promotion agency involved in this Contest, if any (collectively, “Entities”), nor a member of the household or immediate family of an employee; and **(iv)** be willing to have your Submission featured and published online or otherwise distributed by Sponsor. Void where prohibited and subject to all applicable federal, state, provincial, territorial, local, and municipal laws and regulations.

4. HOW TO ENTER: To enter, go online to www.disneystore.com/poohstoryteller during the Entry Period and follow the Instructions to enter your Submission for consideration. Automated entries and entries via third party websites are prohibited, and any such entries will be disqualified. Before entering your Submission, you will be required to click where indicated to

signify that you accept and agree to be bound by the Terms of Use (“TOU”) currently located at <http://corporate.disney.go.com/corporate/terms.html>. In the event of any discrepancy or inconsistency between these Rules and the TOU, these Rules shall govern. See below for some “Video Creation Tips.”

VIDEO CREATION TIPS

Do...

- Protect your privacy**
Only give us the personal information we ask for on the Website **and please, don't mention anyone's full name in your Submission.**
- Be original**
Your Submission has to be 100% original.
- Shoot in widescreen**
Make sure to hold the camera so your video comes out wider than it is tall, like a movie screen.
- Be bright**
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera.
- Speak up**
The closer you are to the camera or separate microphone, the better your voice will sound.

Don't...

- Show any brands or logos**
- Use any music in your video**
- Be rude**
Avoid bad language, rude gestures, and other inappropriate stuff.
- Go too long**
Record **as much as you can within one (1) minute**. Record **three (3) minutes max!**

5. CONTEST SUBMISSION REQUIREMENTS: Each Submission must meet the following requirements and specifications to be eligible for a prize:

- a.** The Submission may not be more than 3 minutes long and in one of the following formats: avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg or .m4v.
- b.** There is a limit of one (1) Submission per person/email address provided in connection with the Contest (“Address”), regardless of whether one person has more than one Address or more than one person uses the same Address. Any Submission received after the Entry Period will be disqualified. Proof of submitting a Submission does not constitute proof of receipt by Sponsor or entry into the Contest.

- c. The Submission must be authorized. This means that you must have the legal right to submit the Submission into the Contest and you must have any and all permissions necessary from all persons appearing in the Submission. By submitting the Submission, you represent that you have all rights necessary to distribute the Submission through the Website and to grant to Sponsor the rights set forth below and in the TOU.
- d. With the exception of any Stories, the Submission must be your original work, and must not infringe upon the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity.
- e. The Submission must not contain any music.
- f. The Submission must meet all specifications set forth by Sponsor on the Website and/or in these Rules.
- g. The Submission must not, in the sole discretion of Sponsor, contain any sexually explicit, disparaging, defamatory, libelous, obscene or other inappropriate content.
- h. The Submission must not violate these Rules or any of the TOU.
- i. With the exception of any Stories incorporated in the Submission, you represent and warrant that: **(i)** you are the sole and exclusive creator and owner of the Submission, and all rights thereto; **(ii)** you have the full and exclusive right, power and authority to submit the Submission to Sponsor upon the terms and conditions set forth herein; **(iii)** no part of the Submission has been published; **(iv)** no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; and **(v)** the full use of the Submission or any part thereof by the Entities will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon, any other personal, property or other rights of any person, firm, corporation or other entity, or subject Sponsor to any costs or liability of any kind or nature whatsoever.

6. SPONSOR'S RIGHT TO DISQUALIFY: Sponsor reserves the right in its sole discretion to disqualify and remove any Submission at any time for any reason, including but not limited to Sponsor's belief that a Submission potentially or actually infringes upon the copyrights or other rights of any third party, or otherwise does not comply with the TOU or these Rules. In the event that a winner is disqualified, the prize will be forfeited and may or may not, at Sponsor's sole discretion, be awarded to an alternate winner selected from among the remaining eligible Submissions.

7. PRIZES: One (1) Grand Prize: A three (3) day / two (2) night trip for Grand Prize winner and up to three (3) immediate family members of Grand Prize winner ("Guests") (collectively, "Group") to Los Angeles, CA, on Sponsor-selected dates around Sponsor's event in June 2013

("Trip"), consisting of the following elements: **(i)** hotel accommodations (one standard room/quad occupancy, including room tax) for two (2) consecutive nights at a hotel as determined by Sponsor; **(ii)** if Grand Prize winner's residence is located more than two hundred fifty (250) miles from the hotel, round-trip coach air transportation between a Sponsor-selected major metropolitan airport near Grand Prize winner's residence ("airport of origin") and a Sponsor-selected airport in or near Los Angeles, for the Group (and if Grand Prize winner's residence is located two hundred fifty (250) miles or less from the hotel, round-trip transportation for the Group via a Sponsor-selected method). The Grand Prize winner will be honored as "Storyteller of the Year" at Sponsor's event in June 2013. The Grand Prize winner will also receive a Pooh Prize Basket, which will contain an iPad, a Winnie the Pooh plush toy, assorted books and a six (6) month supply of an "ECOS" brand baby product. Approximate Retail Value ("ARV") of Grand Prize: \$4,500. **Two (2) Honorable Mention Prizes and Three (3) Fan Favorite Prizes:** Each Honorable Mention Prize winner and each Fan Favorite Prize winner will receive a Pooh Prize Basket, which will contain a Winnie the Pooh plush, assorted books and a six (6) month supply of an "ECOS" brand baby product. ARV of each Honorable Mention Prize and each Fan Favorite Prize: \$300. Total ARV of all prizes: \$6,000. All ARVs are in United States Dollars. Limit one (1) prize per person/family/household. "Immediate family members" means parents, step-parents, children, step-children, siblings, step-siblings, and/or spouses.

With respect to the Grand Prize winner, all expenses not specifically mentioned herein are solely Grand Prize winner's responsibility unless otherwise assumed by Sponsor including, but not limited to, round-trip transportation between the winner's residence and any airport of origin, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All aspects of the Trip are subject to availability, certain restrictions, blackout dates and Sponsor's approval. The Group must travel together on the same itinerary. As a condition of eligibility, each member of the Group will be required to execute and return a Release of Liability prior to ticketing. The winner and all Guests are solely responsible for obtaining any and all necessary travel documents (e.g. valid U.S. Passport, photo I.D.) before departure. Airline carrier and hotel regulations and conditions apply. The Group must complete the Trip on Sponsor-selected dates, or the Grand Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner. Travel arrangements must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered other than by Sponsor, and failure of Grand Prize winner to follow such schedule shall not obligate Sponsor in any way to provide him/her with alternate arrangements. Sponsor is not responsible for airline cancellations or delays. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, certificates or other prize elements. Trip ARV will vary depending upon points of departure and destination, and seasonal fluctuation of hotel rates and airfares. If the actual value of any prize is less than the above-stated ARV, the difference will not be awarded. If the Grand Prize winner chooses to bring fewer than three (3) guests on the Trip, the Trip will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to the Grand Prize winner. Prizes are not redeemable for cash or transferable. No substitution is allowed by any prize winner, however at Sponsor's sole discretion, a prize of equal or greater value may be substituted. In the event that a prize component is not available for any reason, the remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. Prize elements may not be separated. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. None of the prizes listed in these Rules can be used in conjunction with any other promotion or offer. All prizes will be awarded, provided there are sufficient eligible Entries received, and provided further that prizes are validly claimed by May 25, 2014 (or earlier at Sponsor's sole

discretion if any prize involves travel, special events, etc.), after which no alternate winners will be selected, nor unclaimed prizes awarded.

8. WINNERS: All federal, state and local taxes on prizes are the sole responsibility of each winner. The Grand Prize winner will be issued an IRS Form 1099 reflecting the final actual value of the Grand Prize. All prize awards are subject to verification of eligibility and compliance with these Rules and the TOU. All potential prize winners will be notified by email to their Address on or about May 25, 2013. At the sole discretion of the Sponsor, disqualification and the selection of an alternate winner may result from any of the following, without limitation: **(i)** a potential winner's failure to respond positively to notification within forty-eight (48) hours after its transmission; **(ii)** the return of an email notification as undeliverable after three (3) attempts; **(iii)** the return of any prize as undeliverable; **(iv)** a potential winner's failure to provide Sponsor with satisfactory proof of age, identity, residency and clearances; **(v)** a potential winner's failure to execute and return by U.S. Mail or any other method required by Sponsor, all Sponsor-requested documents (including without limitation an Affidavit of Eligibility/Liability/Publicity Release) within five (5) business days after transmission; **(vi)** a potential winner's failure to claim any prize within ten (10) days after it is sent; **(vii)** potential Grand Prize winner's failure to be available to make the Trip on Sponsor's schedule; and **(viii)** any non-compliance with these Rules or TOU. Sponsor may require certain documents to be notarized in its sole discretion. In the event of a disqualification or prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate winner and award or not award the applicable prize. All Honorable Mention Prizes and Fan Favorite Prizes for qualified winners will be delivered within twelve (12) weeks after the date of the selection.

9. PRIVACY POLICY/DATA COLLECTION: All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <http://corporate.disney.go.com/corporate/pp.html> ("Privacy Policy").

10. GENERAL RULES:

- a. Disputes Over a Prize Winner's Identity: In the event of a dispute as to the identity of a prize winner based on the Address, the winning Submission will be declared submitted by the Authorized Account Holder of the Address. For purposes of these Rules, the "Authorized Account Holder" is defined as the natural person who is assigned to an Address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address.
- b. Rights: By participating in the Contest and accepting any award, you grant to the Entities a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part), worldwide: **(i)** right to use the names, likenesses, voices and biographical information of all persons appearing in your Submission; and **(ii)** license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control, to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by Sponsor), create derivative works based upon, perform and otherwise exploit any Submission, in whole or in part, and any other materials and/or information submitted by you in connection with the Contest, unless prohibited by law. All rights granted to Sponsor in this paragraph shall be in all media formats and channels now known or hereafter

devised (including, but not limited to, on the Website, third party websites or platforms, Sponsor's broadcast and cable networks and stations, Sponsor's products and services, physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial, all without further notice to you, with or without attribution, and without the requirement of any permission from, or payment to, you or to any other person or entity.

- c. **Not Responsible for Certain Submissions:** Sponsor is not responsible for any lost, late, misdirected, damaged, misrouted, non-delivered, stolen, tampered with, unauthorized, unintelligible, or illegal Submissions or Submissions that are otherwise not in compliance with these Rules.
- d. **No Confidential or Fiduciary Relationship:** You understand and agree that no confidential or fiduciary relationship is established by your submitting the Submission.
- e. **Ratings/Votes/Comments:** You agree that Sponsor, and its third-party vendors engaged to implement this Contest, if any, are authorized to display on the Website in connection with the Contest and thereafter, any public ratings, votes and/or comments in connection with your Submission.
- f. **Submissions Shared by Third Parties.** You acknowledge that your Submission may be made publicly available by Sponsor. As such, your Submission may be shared by third parties and posted to third party sites by parties other than Sponsor.

11. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION: You expressly understand and agree that:

- a. You hereby release and hold harmless Sponsor, its parents, divisions and subsidiaries, and their respective agents, affiliates, employees, officers, directors, shareholders, representatives and independent contractors (the "Released Parties") from any and all liability for claims, demands, losses and liabilities, including, without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from your participation in the Contest and/or the use or acceptance of any prize won.
- b. YOUR USE OF THE WEBSITE AND PARTICIPATION IN THE CONTEST IS AT YOUR SOLE RISK. THIS CONTEST IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. You agree to indemnify the Released Parties from and against any and all claims, liabilities (including but not limited to, attorneys' and experts' fees, costs and disbursements), demands and actions of every kind and nature, whether or not now

known or suspected (collectively, "Claims"), arising out of or in connection with **(i)** your participation in the Contest; **(ii)** any Submission submitted by you (including but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such material); **(iii)** any posting by you on Sponsor's Website; **(iv)** the use by Released Parties of any of the rights granted by you in connection with the Contest; and **(v)** any breach by you of any warranty, agreement or representation contained in these Rules or the TOU or in any documentation submitted by you.

12. INTERNET:

- a.** Sponsor is not responsible for any electronic transmission errors resulting in any omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alterations of any Submission.
- b.** SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE SUBMISSION AND/OR JUDGING AND/OR VOTING PROCESS. IF SPONSOR IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED, THEN SPONSOR MAY TAKE SUCH REMEDIAL MEASURES AS SPONSOR DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE CONTEST.

13. GOVERNING LAW: All issues and questions regarding your rights and obligations in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and you consent to jurisdiction in the state or federal courts located in Los Angeles County, California.

14. WINNERS LIST: For a copy of the Rules and/or a winners list, send a separate, stamped, self-addressed envelope to: Winnie the Pooh Storyteller of the Year Contest, Disney Consumer Products, Inc., 500 S. Buena Vista Street, Burbank, California 91521, designating either winners list or Rules. Requests must be received no later than June 30, 2013.