

**SING YOUR FROZEN HEART OUT CONTEST
OFFICIAL RULES ("Rules")**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE'S CHANCES OF WINNING. MANY WILL ENTER. FEW WILL WIN.

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, California 91201, is solely responsible for all aspects of this skill-based contest ("Contest").

2. CONTEST ADMINISTRATOR: Ventura Associates International LLC, 60 East 42nd Street, Suite 650, New York, NY 10165, an independent judging organization whose decisions are final and binding with respect to the Contest ("Administrator").

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must: **[a]** be a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia ("Territory"); **[b]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a "Member"); **[c]** not be an employee of Sponsor, Administrator, Kohl's Department Stores, Inc ("Kohl's"); their parent, divisions, affiliates, subsidiary company or their advertising, promotion or fulfillment agencies involved in this Contest (collectively, "Entities"), nor a member of the household or immediate family of such employee; **[d]** not have any contractual relationships which could interfere with or prohibit you from entering and fully participating in the Contest (Sponsor retains the right to determine in its sole discretion if an existing agreement represents a conflict); **[e]** be willing to have your Submission (as defined below in Section 4) published in the gallery page ("Gallery") of www.Disney.com/FrozenFriday ("Website") or otherwise distributed, in connection with, or to promote, the Contest and/or Website, and/or for any other commercial or other purpose as determined by Sponsor, including but not limited to appearing in commercial spot further described in Section 11 below, for which you agree to submit a signed release if you are a potential finalist; and **[f]** not have been convicted of, or currently charged with, a felony or crime of moral turpitude, as determined by Sponsor in its sole discretion. **All ages are welcome to enter, but if you are a minor ("Minor") as defined by your state of residence, please get your parent's or legal guardian's ("Parent") permission to enter, and please refer to Section 7 of the Rules if you are under 13 years of age for information about the registration and entry process.**

Instructions on how to register and upload your Submission are described below in Sections 5 and 7. Registering and uploading your Submission are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. BRIEF OVERVIEW OF CONTEST: This Contest is being conducted in three (3) phases as follows:

Phase 1/Entry/Submission Phase (“Submission Phase”): During the period commencing on or about 5:01 PM (PT), September 16, 2014, and ending at 11:59 PM (PT) September 29, 2014 ("Entry Period"), you may compete for the chance to win one (1) of ten (10) available finalist prizes and the grand prize (see below for more details) by creating and submitting your user-generated video using the following formats (“Format”): .avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, and .m4v.) of at least sixty (60) seconds and no more than four (4) minutes in duration (“Duration”) in which you as the contestant (as either a solo performer or part of a team of up to 6 performers) (“Contestant”) sing “Let it Go” from Disney’s *Frozen* (“Song” or “Song Material”) (collectively, "Entry" or "Entry Material"), all pursuant to the guidelines and Do’s and Don’ts included in these Rules and posted on the Website (“Instructions”), along with any other required information (collectively a "Submission").

Introduce yourself (if you are a solo performer) or you and any others in the video (if you are a team) by saying only first name(s) and that you’ll be singing “Let It Go”.

“Contestant(s)” will individually and collectively refer to each performer who is seen or heard in the video, either solo or as a team, as applicable.

For purposes of these Rules, all times and days are Pacific Time (“PT”). Sponsor's computer is the official time keeping device for this Contest; and the awarding of any prizes is subject to the eligibility and forfeiture provisions set forth below.

The dates and times set forth above and below are subject to change in Sponsor's sole discretion. In the event of any change, notice of the revised date or time may be posted on the Website.

What the Judges are looking for: Your Entry should utilize original, creative performance techniques. Sponsor's appointed panel of judges consisting of employees of Kohl's and Sponsor ("Judges") will score the eligible Submissions based on the following criteria ("Criteria"): Musical Talent (60%), Personality and Style (20%), and Creativity (20%). Please be sure to review the Official Rules and Do’s and Don’ts below before you make your video. Incomplete Submissions will be disqualified. Posted on the Website will be a video featuring the music and lyrics for the Song (“Lyric Video”). Contestants may sing-a-long to music in this Lyric Video or sing A-Capella. Contestants may not use any other versions of the Song in their Submission (other than the Lyric Video) including but not limited to what is used in the film or CD version. Contestant may play an accompanying instrument(s). See Section 14 for more details on the use of Disney Intellectual Property (“Disney IP”). Submissions must be appropriate for PG audiences as determined by Sponsor.

When creating your Submission, you must adhere to the Do's & Don'ts below and on the Website.

DO's & DON'Ts

Do's...

- **Do get your Parent's permission if you are a Minor, to shoot and/or appear in the video and to enter the Contest.** If you are a Minor, you must get permission from a Parent before shooting and/or appearing in the video and entering the Contest. Each performer who is seen or heard in the video (either solo or as a team) who is a Minor, must have their Parent's permission to participate in the video and to enter the Contest.
- **Do protect your privacy.** Please don't mention any last names or other personal information in your Submission. Also, don't include any names and/or likenesses of any person(s) other than Contestant(s).
- **Watch the Lyric Video on the Contest site.**
- **Do be original and put your own spin on the Song, but make sure you sing the correct lyrics.** Apart from the provided Lyric Video, **no other music is allowed, the lyrics cannot be changed**, and (apart from the Lyric Video) your Submission has to be 100% original.
- **Have fun!**

Filmmaker 411

- **Shoot in Landscape or Widescreen mode.**
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 and shining on you, the star!
- **Speak Up.**
The closer you are to the camera or separate microphone, the better your voice will sound.
- **Keep it Steady.**

Make sure your camera is on a tripod or make sure something is holding it steady.

Don'ts...

- **Don't show any brands or logos.**
That means no visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Don't wear clothes with visible logos.
- **Don't include more than six (6) people (including yourself) in your video.**
- **Don't be rude or use profanity or inappropriate language.**
Avoid bad language, rude gestures, and other inappropriate stuff and for your safety, **don't try any risky moves or perform dangerous stunts.**
- **Don't wear revealing clothing or make suggestive movements.**
- **Don't go too long...or too short**
4 minutes max! 60 seconds minimum! (including your introduction)

Phase 2/ Finalist Selection: During the period between September 30, 2014, and October 6, 2014 (“Judging Phase”), Sponsor's appointed panel of Judges will score the eligible Submissions based on the Criteria to choose ten (10) potential finalists (who can be either a solo performer or a team of up to 6 performers) (“Finalist” or sometimes referred to as “Winner”) who are then subject to verification and compliance with these Rules and the Terms of Use (“TOU”) currently located at <http://DisneyTermsofUse.com>.

“Finalist” or “Winner” will individually and collectively refer to each performer who is seen or heard in the ten (10) Finalist videos, either solo or as a team, when applicable. **TIED ENTRIES:** In the event of a tie, the tie will be broken by the Judges based on the first Criteria – Musical Talent. The decision of the Judges shall be final and binding.

Phase 3/ Voting Phase (“Voting Phase”): During the period commencing at 10:00 AM (PT), November 10, 2014, and ending approximately ninety (90) minutes after the start of the American Music Awards (“Show”) East Coast live broadcast estimated to begin at 6:00 PM (PT) / 9:00 PM (ET), November 23, 2014, Members will be able to vote for one (1) potential grand prize winner (either a solo performer or a team of up to 6 performers) (“Grand Prize Winner”); by choosing from the ten (10) Sponsor-selected Finalist Submissions posted on the Website. One can vote by registering as a Member if they have not previously and logging on to the Website and following the directions on how to

vote for his/her favorite Submission (“Vote”). Limit: one (1) Vote per Member per day.

“Grand Prize Winner” will individually and collectively refer to each performer who is seen or heard in the winning video, either solo or as a team, when applicable.

The one (1) eligible Submission that receives the highest number of valid Votes during the Voting Phase will be determined as the potential Grand Prize Winner pending verification. Disqualification of a Contestant and/or Votes can result if Sponsor/Administrator (in their sole discretion) suspects any fraud or voter/voting misconduct. This includes (but is not limited to) if any Votes appear to violate Vote limits or involve the purchasing of bulk votes. Determination of violations are at Sponsor’s sole discretion and include, but are not limited to: (a) unusual patterns in Votes for an individual Submission originating from the same IP address during the same day; (b) unusual user name patterns originating from the same IP address; and (c) unusual time-of-day patterns originating from the same IP address. Sponsor reserves the right to disqualify any Votes that are cast in violation of these Rules, to achieve an unfair advantage or by robotic means of any sort.

5. HOW TO REGISTER: As a Member of Disney.com, you may enter the Contest by logging in to the Website with your Member name and password and following the instructions in Section 7 below. If you are not a Member, you may become a Member free of charge by visiting the Website and registering by providing the requested information on the registration form through the "Sign Up" link on the Website. Upon becoming a Member, you may enter the Contest by following the instructions in Section 7 below. If you are a Parent of a child under the age of 13, you will be sent an email notifying you of your child's registration. No response by you to the email is required for your child to register on the Website, however, if you do not want your child to register, you may follow the instructions in the email and complete the steps required to cancel your child's registration and delete the child's information. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify Sponsor if you, as a Contestant, change your email address (“Address”). To do so, go to <http://register.go.com/go/memberservices/home>, log into your Website account with your Member name and password, click on “Modify” and follow the instructions on how to change the Address. Members will be required to click where indicated to signify that they accept and agree to be bound by the TOU. In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern.

6. HOW TO CREATE A CONTEST SUBMISSION: Follow the Instructions to create your Submission. Submissions should adhere to all specifications included in these Rules including, but not limited to, a Submission’s Duration and

Format. Any Submission that fails to meet Sponsor's specifications may be disqualified. **Contestant (either solo or as a team) may submit only one (1) Submission.** Any duplicate or materially similar Submissions will be disqualified. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including but not limited to establishing multiple email accounts, you may be disqualified from the Contest. All Submissions must be received during the Entry Period, and any Submission received after the Entry Period will be disqualified. Proof of submitting a Submission does not constitute proof of receipt or entry into the Contest.

7. HOW TO SUBMIT A SUBMISSION: Once you have created your Submission, upload your Submission by completing the following: **(a)** visit the Website (www.Disney.com/FrozenFriday); **(b)** select the "Get Started" button at the top of the page; **(c)** login using your Member name and password; **(d)** enter your name (including only the first names of any other performers seen or heard in the Submission); and **(e)** click the "Upload" button to submit. If everything was entered successfully, you will receive a message thanking you for your Submission. You may also upload your Submission by downloading and following the directions within the free Disney Applause mobile application ("Application"). With either method, you must log into your Disney account with your Member name and password. If you are 13 or older, you will be agreeing to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects. Furthermore, you grant Sponsor permission to email your email address regarding the possible use in any media of any Submission submitted by you. Thereafter, your Submission will be moderated for possible inclusion on the Website.

If you are younger than 13, an email will then be sent to your Parent's Address, which will instruct your Parent to click the link in the email to validate your Parent's Address, agree to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects, on behalf of himself/herself and on your behalf, and grant Sponsor permission to email your Parent's Address regarding the possible use in any media of any Submission submitted by you. If your Parent does not take these steps, your Submission cannot be entered into the Contest. Once your Parent takes these steps, your Submission will be moderated for possible inclusion to be posted on the Website. If your Submission passes moderation and is chosen for possible inclusion on the Website, your Parent will receive an additional email to provide high-level verifiable consent to display the video on the Website or elsewhere, as required by the Children's Online Privacy Protection Act. Your Parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal account or creating a PayPal account if they do not have one, and completing a nominal PayPal transaction of one cent (\$.01). If this step is not taken, your Submission will not be eligible to be posted on the Website or elsewhere, but it will still be eligible to be judged as a potential winner in the Contest.

Sponsor reserves the right not to post any Submission for any reason in its sole discretion. Submissions will not be returned, and Entities reserve the right to use any portion of Submissions in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law, including but not limited to the use of the Spot(s) (as defined below).

8. CONTEST SUBMISSION REQUIREMENTS/LIMITATIONS: All Submissions must meet the following requirements and specifications to be eligible:

- a. The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Contest. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website or any other website and to grant to Sponsor the rights set forth below.
- b. With the exception of the Song Material, the Submission must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- c. With the exception of the Song Material, the Submission must not contain any other music, and the Submission must not change the lyrics in the Song Material.
- d. The Submission must meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, Format, maximum Duration, file size, ABC standards and practices requirements and any other specifications.
- e. The Submission must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including

Submissions that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Submission must not violate these Rules or the TOU.

- f. The Submission must not disparage the Entities.
- g. With the exception of the Song Material 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 previously published; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) neither you nor any individual depicted in your Submission is subject to any type of production agreement, union or guild agreement, or any similar agreement which would interfere with your ability to enter into this Contest or grant all of the rights to be granted hereunder; (vi) the full use of the Submission or any part thereof 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, and (vii), you will use Song Material in compliance with the TOU.
- h. There is a limit of one (1) Submission per Member. Each Submission must be unique and any duplicate or materially similar Submissions (to be determined in Sponsor's sole discretion) may be disqualified. If you attempt or are suspected of attempting (in the sole discretion of Sponsor or Administrator) to circumvent this limitation by any means, including but not limited to establishing multiple email accounts, you may be disqualified from the Contest. In the event that the same Submission is received from more than one (1) Contestant, the Submission will be deemed to be submitted by the first Contestant who the Submission was received from. In the event that more than one (1) Submission is received from a Contestant, only the first Submission received will be accepted.
- i. You are responsible for, and must have obtained, prior, written approval from any identifiable person (or such person's Parent if

such person is a Minor) that appears in, is mentioned in, or otherwise contributed to the Submission (each a “Third-Party Participant”) for you to include such person in the Submission. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant’s Parent if Third-Party Participant is a Minor) allowing use of such person’s name, likeness or contribution in the Submission, and you and each Third-Party Participant (or such Third-Party Participant’s Parent if Third-Party Participant is a Minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, or you may be disqualified and rendered ineligible to receive a prize in this Contest.

9. WINNER SELECTION PROCESS: Using the Criteria, the Judges will score all eligible Submissions for the Contest. The Finalists will be required to execute and return an affidavit/release of liability/publicity release (“Affidavit”) prior to their Submissions being posted online for voting. Only one (1) of these Submissions will be selected as the Grand Prize Winner detailed below in Section 11.

10. 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 the Submission potentially or actually infringes upon the copyright, or other rights of any third party, or if the Submission 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.

11. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”): FINALIST PRIZES: Ten (10) Finalists will have their original Submission (or parts thereof) included in a Kohl’s promotional spot (“Spot”), which is scheduled to be aired during the Show on or about November 23, 2014 and Finalists will also travel to Los Angeles, CA (the “City”) for the full reproduction and filming of their performance of the Song Material in the original Submission (details below) (“Finalist Prize”).

Sponsor will arrange for each Finalist (including each solo or team performer, if applicable, in Submission) to go on a five (5) day / four (4) night trip to a filming location in the City (to be determined by Sponsor), on Sponsor-selected dates estimated to be (but subject to change) on or about 10/12/14 – 10/24/14 (“Trip”). **If any Finalist is under the age of 13, those participants must be accompanied by a Parent.** Trip consists of the following elements for the Finalists and their respective Parents, if applicable: [a] hotel accommodations (standard room/double

occupancy, including room tax at hotel of Sponsor's choice) for four (4) nights; **[b]** \$100 per day for food; **[c]** hotel/filming location transfers; **[d]** if Finalist's residence of entry ("Residence") is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near the Residence ("Airport of Origin") and a Sponsor-selected major airport in or near the City; but if the Residence is located two hundred fifty (250) miles or less from the City, round-trip ground transportation via a Sponsor-selected method between the Residence and the hotel and **[e]** airport/hotel transfers if round-trip coach air transportation is provided. Limit one (1) Finalist Prize per person/family/household.

Grand Prize: One (1) Grand Prize Winner will win Finalist Prize (listed above) plus have either their original Submission (or parts thereof), reproduced Submission (or parts thereof), or a combination of their original Submission and their reproduced Submission (or parts thereof) included as the "special featured highlight" of a Submission montage in the finale Kohl's Spot ("Featured Spot") scheduled to be aired during the Show on or about November 23, 2014 ("Grand Prize"). "Special featured highlight" shall refer to Grand Prize Winner being more prominently showcased in the Featured Spot (length and appearance of Grand Prize Winner to be determined by Sponsor in its sole discretion). Content included in the Featured Spot will be determined by Sponsor, in its sole discretion. Limit one (1) Grand Prize per person/family/household.

For the avoidance of doubt, your original Submission and any reproduced Submission may be edited, adapted, modified and/or used to create derivative works.

"Finalist Prize" and "Grand Prize" will collectively be known as "Prize".

Approximate Retail Value ("ARV"): \$8,010 up to \$10,830 per Finalist or Finalist and their respective Parent, if applicable, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares.

Total ARV of all Prizes: \$80,010 up to \$649,800.

Spot (or parts thereof) may also be used and/or aired after the Show (timing and frequency of the airing at Sponsor's sole discretion). All expenses for the Finalist Prize not specifically mentioned herein are not included and are solely the Finalist's responsibility, including but not limited to: round trip transportation between the Residence and any Airport of Origin, beverages, fax, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. Finalists must be available to take Trip on Sponsor-selected dates on or about 10/12/14 – 10/24/14. If any Finalist from a team Submission is not available to take the Trip, he/she will forfeit his/her portion of that Trip and will not be eligible for any compensation or

offered an alternate prize. Furthermore, if any Finalist from a team Submission is not available to take the Trip, Sponsor reserves the right, in its sole discretion, to disqualify the whole team, allow for unavailable Finalist to be substituted or allow remaining members of the team to participate in the Trip. Appearance in the reproduced performance for the Featured Spot must be performed at AFTRA minimum rates, and Finalists will have to follow all guild requirements in order to fully participate. Travel must be made through Sponsor's agent, and Sponsor in its sole discretion shall determine airline and flight itinerary. The Entities are not responsible for airline cancellations or delays. If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of a Prize is for illustrative purposes only. Prize is not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, certificates or Prizes. Prize elements may not be separated. Airline tickets issued in conjunction with the Finalist Prize are not eligible for frequent flyer miles, and no code share flights may be used. Finalist Prize cannot be used in conjunction with any other promotion or offer. Finalist Prize will be awarded provided it is validly claimed by 5:00 PM, October 12, 2014 after which no alternate Finalist will be selected, nor unclaimed prizes awarded. All Prizes are subject to verification of eligibility/timely receipt of Affidavits and compliance with these Rules and the TOU. If a Finalist is a Minor: **[a]** the Prize will be awarded for the benefit of the Minor to his/her Parent, who will be solely responsible on behalf of the Minor for all applicable documentation and taxes and **[b]** the Parent must participate in the Trip or the Finalist Prize will be forfeited. In the event that a Finalist Prize component is not available for any reason, the remaining elements of the Finalist Prize shall constitute full satisfaction of Sponsor's Prize obligation to Finalist, and no additional compensation will be awarded. Trip will be awarded in increments suitable for the actual number of travelers with no substitute Prize or compensation being provided to the Finalist. Finalists who are part of a team must travel together on the same itinerary. A Finalist who is a Minor must travel together with their Parent on the same itinerary, and a Minor may not participate in the Trip unless accompanied by his/her Parent. As a condition of eligibility, every Finalist will be required to execute and return an Affidavit prior to ticketing. Parent (if applicable) must execute a Release of Liability. Every Finalist and Parent (if applicable) are solely responsible for obtaining any and all necessary travel documents (valid U.S. Passport, photo I.D., etc.) before departure.

12. WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: FINALISTS:

The potential Finalists, or their Parent if they are a Minor, will be notified by email or mail to his/her Address on or about October 7, 2014. Sponsor may contact performer(s) (if performer is a Minor, the Parent) included in the video Submission through the individual who uploaded and submitted the Submission (if submitter is a Minor, the Parent). At the sole discretion of the Sponsor, disqualification and the selection of an alternate Finalist may result from any of the following, without limitation: **[a]** a potential Finalist's failure to respond to

notification within twenty-four (24) hours after its transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** a potential Finalist's failure to provide Sponsor with satisfactory proof of eligibility and releases; **[d]** a potential Finalist's failure to execute and return by overnight delivery service all Sponsor-requested documents including without limitation an Affidavit within three (3) business days after transmission; **[e]** any other non-compliance with these Rules or TOU. Sponsor may require signed Affidavits to be notarized at its sole discretion. In the event of a disqualification or Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Finalist and award or not award the forfeited Prize. Finalist (or if Finalist is a Minor, the Parent) will be responsible for all federal, state and local taxes associated with the claiming of the Prize, including without limitation, providing any and all tax documents (such as an IRS Form W-9) and will receive an IRS Form 1099 reflecting the final actual value of his/her Prize.

GRAND PRIZE WINNER: The Grand Prize Winner will be revealed in the Featured Spot at the end of the American Music Awards and will also be announced on the Website. The Grand Prize Winner may also receive a follow-up email from Sponsor.

13. PRIVACY POLICY/DATA COLLECTION: All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("Privacy Policy").

14. GENERAL RULES:

- a. **Disputes Over Winner's Identity:** In the event of a dispute as to the identity of a Winner based on the Address, the winning Submission will be declared made by the Authorized Account Holder of the Address. For purposes of these Rules, "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. **Site Marks:** By participating in the Contest, you acknowledge and agree that the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to use, reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works from content on the Website, including its interface, in whole or in part, or any other logos and product and service names that are trademarks of the respective owners (the "Website Marks"). Unless you have written permission,

you hereby agree not to display or use in any manner the Website Marks.

c. Rights:

[i] Name and Likeness Rights: By participating in the Contest and accepting any Prize you grant to Sponsor, its affiliates and licensees, Kohl's, and their advertising and promotion agencies, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of any person appearing in the Submissions, and the Submissions and any other material submitted in connection with the Contest. 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, on third party websites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, 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.

[ii] Submission/Entry Rights: Your Submission will include, use and/or otherwise feature Disney IP, therefore Sponsor grants you a non-exclusive license to create the Submission using Disney IP for the purposes of creating a Submission for this Contest only, provided that such license shall be conditioned upon your assignment to us of all rights into the Submission (if such rights are not assigned to Sponsor, your license to create the Submission using Disney IP shall be null and void).

Not Responsible for Errors or Submissions not Received: Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement or distribution of the Prizes, or for lost, late, misdirected, damaged, incomplete or illegal Submissions.

d. No Confidential or Fiduciary Relationship: You understand and agree that creative ideas, suggestions or other materials you submit are not made in confidence or trust and that no confidential or fiduciary relationship is established by your submitting the Submission hereunder, that you have no expectation of review, compensation or consideration of any type and nothing in these Rules or as a result of

your submitting the Submission shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Submission.

- e. Comments: You agree that Sponsor, its affiliates, and its and their third-party vendors engaged to implement this Contest, are authorized to display the Submissions and any public ratings, votes and comments for promotional or any other purpose.

15. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND

INDEMNIFICATION/CONDITIONS: You expressly understand and agree that: **[a]** You hereby release and hold harmless the Entities and their respective agents, 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, for 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 ARE 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 and hold harmless 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 TOU or in any documentation submitted by you; **[d]** all Claims shall be resolved individually, without resort to any form of class action; **[e]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Contestant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[f]** a Winner's acceptance of any Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Prize ("Fulfillment Filming"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works from, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in

any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law; **[g]** Sponsor's use of the Fulfillment Filming as described herein will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; **[h]** Sponsor shall have the right to make such changes to the Fulfillment Filming and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Filming in perpetuity, in its entirety or in part, for any commercial or promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; **[i]** Each Contestant understands and agrees that, if selected as a potential Finalist, whether solo or part of a team, he/she may be required to consent to a background check ("Check") and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification; **[j]** Sponsor may take all steps necessary to corroborate any information provided to Sponsor by any Contestant, and he/she will be obligated to provide necessary contacts and information for the Check, and **[k]** Sponsor reserves the right in its sole discretion, to disqualify any Submission and/or disqualify a Finalist if the results of such Check reveal that a potential Finalist is not eligible to participate in the Contest, as determined by Sponsor and to pay the Finalist a cash substitute for the Trip or those portions that are removed, but no cash substitute will be paid to any Submission participants.

16. 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 Submissions submitted, or for any technical, network, telephone equipment, electronic, computer, hardware or software malfunction or limitations of any kind, or any inaccurate transmissions of or failure to receive Entry information on account of technical problems or traffic congestion on the Internet. If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, an insufficient number of Submissions, or any other causes beyond Sponsor's control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right in its sole and unfettered discretion to cancel, terminate, modify, extend and/or suspend the Contest and/or to award any Prizes based on alternate means including, without limitation, based on Submissions received prior to termination. The Entities are also not responsible for any changes to any Website or

Application function that may interfere with the Contest or ability to upload Submissions timely.

- b. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE SUBMISSION PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEBSITE OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM YOU TO THE FULLEST EXTENT OF THE LAW. 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.

17. GOVERNING LAW: All issues and questions of your rights and obligations in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the city of New York, borough of Manhattan. Any legal controversy or legal claim arising out of or relating to these Rules or this Contest, shall be settled by binding arbitration in accordance with the terms set forth in the TOU.

18. WINNERS' LIST: For the name of the Winners (after November 23, 2014 and before December 30, 2014) and/or Rules (before November 23, 2014), send a separate, stamped, self-addressed envelope to: Sing Your Frozen Heart Out Contest Winners List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, Suite 650, NYC, NY 10165, designating either Winners list or Rules.