### ESPN LITTLE EXPERTS CONTEST

### OFFICIAL RULES ("Rules")

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

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

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

3. **ELIGIBILITY:** To be eligible for this Contest, at the time of entering you must: [a] be eighteen (18) years of age or older (or the age of majority in your state of primary residence, whichever is older) and a parent or legal guardian ("Parent") of a child or children between the ages of three (3) and twelve (12) and 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") and have downloaded the Disney Applause mobile application ("App") for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices (see further details in Section 6 below); [c] not be an employee of Sponsor, ESPN, Administrator, or their respective parents, divisions, affiliates, subsidiary companies or their respective advertising, promotion or fulfillment agencies involved in this Contest (collectively, "Entities"), nor a household member or immediate family member of such employee; and [d] be willing to have your Video (as defined below in Section 4) published in the gallery page ("Gallery") of the App, on the ESPNU channel, and/or on www.Babble.com/LittleExperts ("Website"), during and/or following the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest, Website, App, and/or the Entities. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. For avoidance of doubt, the above categories of ineligible persons refer to both the Contestant (as defined in section 4 below) as well as those individuals appearing in the Contestant's Video (as defined in section 4 below) submission in any way.

Instructions on how to create and submit your Video are described below in Sections 5 through 7. Creating and submitting your Video are both free of charge. Void where prohibited and subject to all applicable federal, state, local

and municipal laws and regulations. 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 herein.

# 4. OVERVIEW OF CONTEST:

**Entry/Video**: The Contest, commencing on or about 9:00 AM (PT), November 10, 2015, and ending at 11:59 PM (PT) December 4, 2015 (**"Master Entry Period**"), consists of four (4) separate and distinct weekly contests (each, a "**Weekly Contest**", and collectively, the "**Weekly Contests**"). Each Weekly Contest is seven (7) days except for the first Weekly Contest which is four (4) days. You as the contestant ("**Contestant**") may enter a Weekly Contest during a weekly entry period ("**Weekly Entry Period(s**)") as provided in the chart below (the "**Chart**") by submitting a video (the "**Video**") via the App that shows your child or children interpreting what it means to be a "little expert" in college football. A Little Expert can be any child between the ages of 3-12 who is able to show their interpretation of an ESPNU analyst and answer questions about college football with their honest, child-like sense of wonder. Sponsor will provide a suggested list of questions on the App and the Website as inspiration, but using these questions in the Video is optional and is not required.

	Weekly Entry Period				
Weekly Contest	Start	End	Quantity of winners	Winner Notification Date (on or about)	Video Airs (see details below in section 9)
Weekly Contest 1	11/10/15 @ 9:00 AM	11/13/15 @ 11:59 PM	Up to 4	11/17/15	11/24/15
Weekly Contest 2	11/14/15 @ 12:00 AM	11/20/15 @ 11:59 PM	Up to 4	11/24/15	12/1/15
Weekly Contest 3	11/21/15 @ 12:00 AM	11/27/15 @ 11:59 PM	Up to 4	12/1/15	12/8/15
Weekly Contest 4	11/28/15 @ 12:00 AM	12/4/15 @ 11:59 PM	Up to 4	12/8/15	1/11/16

Sponsor shall make all eligibility determinations regarding the Videos and the individuals included in a Video. See below for details regarding Video content, formatting and other entry requirements and restrictions, as well as the guidelines and Do's and Don'ts ("**Instructions**").

Limit one (1) Video per Member per Weekly Entry Period, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. Each Video must be unique, and you cannot submit the same Video more than once. 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 Member accounts, you may be disgualified from the Contest. Any duplicate or materially similar Videos will be disgualified. In the event that the same Video is received from more than one (1) Contestant, the Video will be deemed to be submitted by the first Contestant who the Video was received from. In the event that more than one (1) Video is received from a Contestant within the same Weekly Entry Period, only the first Video received will be accepted. Each Weekly Entry Period starts at 12:00 AM PT and ends at 11:59 PM PT, except for the first Weekly Entry Period, which will begin at 9:00 AM PT. Entries from a Weekly Entry Period will not roll over into subsequent Weekly Entry Periods. Proof of submitting a Video does not constitute proof of receipt or entry into the Contest.

**Judging/Winner Selection:** Entries will be judged during the submission process by Sponsor's appointed panel of judges consisting of employees of Sponsor ("**Judges**") who will score the eligible Videos based on the following criteria ("**Criteria**") set forth below to choose up to four (4) winners ("**Winner(s)**") for each Weekly Contest (a total of up to sixteen (16)): Performance Originality (50%), Presentation Creativity (40%) and Knowledge of College Football (10%). Winners are subject to verification and compliance with these Rules and the Terms of Use ("**TOU**") currently located at <a href="http://DisneyTermsofUse.com">http://DisneyTermsofUse.com</a>.

**TIED ENTRIES:** In the event of a tie, the tie will be broken by the Judges based on the first Criteria – Performance Originality. The decision of the Judges shall be final and binding.

5. VIDEO REQUIREMENTS, LIMITATIONS & GUIDELINES: Follow the Instructions below in these Rules (also available on the App and Website) to create your Video. Videos should adhere to all specifications included in these Rules. Any Video that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor in its sole discretion. All Videos must be received during the relevant Weekly Entry Period. Proof of submitting a Video does not constitute proof of receipt or entry into the Contest.

## DO's & DON'Ts

Do's...

## • Do protect your privacy.

Please don't include any last names or other personal information in your Video. You and/or your child/children should be the <u>only</u> person(s) in the Video.

## • Do be original.

Video has to be 100% original, so feel free to put your own spin on it.

Have fun!

## Don'ts...

- Don't show any brands or logos. Avoid visible/recognizable use of brands on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible sports teams or any other logos.
- Don't use any music in the Video.
- Don't be rude or use profanity. Avoid rude gestures and other inappropriate stuff, and for your safety, don't try any risky moves.
- Don't wear revealing clothing or display suggestive movements.
- Don't send a Video that is too long, too big or in the wrong format.

Video must be at least thirty (30) seconds and no more than one (1) minute in duration ("**Duration**"), no more than 10MB in file size ("**Size**") and in one of the following formats: avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, and .m4v. ("**Format**"). Videos longer than one (1) minute will be disqualified.

## 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!

## • Speak Up.

The closer your subjects are to the camera or separate microphone, the better his/her voice will sound.

### • Keep it Steady.

**CONTEST VIDEO REQUIREMENTS/LIMITATIONS:** All Videos must meet the following requirements and specifications to be eligible:

- **a.** The Video must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Video into the Contest. By submitting the Video, you hereby represent that you have all rights necessary to distribute the Video through the App or any other website and to grant to Sponsor the rights set forth herein.
- **b.** As set forth in Section 3, any person who appears in your Video must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- **c.** The Video 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.
- **d.** The Video 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 Video 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 but not limited to Videos 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 Video must not violate these Rules or the TOU.

- f. The Video must not disparage the Entities.
- g. You represent and warrant that: (i) you are the sole and exclusive creator and owner of the Video, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Video to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Video have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Video has not been submitted for any other contest(s) and it has not won any previous awards or prizes; and (v) the full use of the Video 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.

If Sponsor believes that the Video does not comply with the TOU, these Rules or that the Video potentially or actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and remove any Video at any time. The decisions of Sponsor regarding the Videos is final and binding and not subject to challenge or appeal.

6. **HOW TO REGISTER AS A MEMBER:** As a Member of Disney.com, you may enter the Contest by logging in to the App with your user name ("User Name") or email address ("Address") and password and following the Instructions set forth above. You may download the App for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices, available for free at the App Store or Google® Play Store respectively. There is no charge to enter, but your mobile carrier and/or internet provider may apply normal access, usage and data charges. If you are not a Member, you may become a Member free of charge by visiting the App and registering by providing the requested information on the registration form through the "Create Your Disney Account" section on the App. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the TOU. Upon becoming a Member and meeting eligibility requirements, you may enter the Contest by following the Instructions set forth above. It is your sole responsibility to notify Sponsor if you, as a Contestant, change your Address. To do so, go to https://disneyprivacycenter.com/communication-choices/, log into your

Disney.com account (from your computer only) with your User Name/Address and password, click on "Modify" and follow the instructions on how to change the Address.

7. HOW TO SUBMIT A CONTEST ENTRY: Once you have filmed your Video, submit your entry by completing the following on the App: (a) login using your User Name (or Address) and password; (b) find the icon representing this Contest; (c) click on the icon, ; (d) enter your first name, and; (e) click the "Select a file to upload" button or other similar button to upload your Video and submit your entry. If everything was entered successfully, you will receive a message thanking you for your Video.

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 Address regarding the possible use in any media of any Video submitted by you. Thereafter, your Video will be moderated for possible inclusion on the Website and/or App. If your Video does not pass moderation, it will not be included on the Website and/or the App, and will not be eligible to be entered into the Contest.

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. Sponsor reserves the right not to post any Video for any reason in its sole discretion. Videos will not be returned, and Sponsor reserves the right to use any portion of the Video in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Video may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

By entering the Contest, and without limitation of any other terms herein or as part of the TOU, each Contestant understands and agrees that eligible Videos received by Sponsor may be posted, in whole or in part, on the Website, App and/or other platforms for public viewing at any time; such posting has no effect on the judging of Videos. Contestants understand and agree that Videos may be formatted, edited or otherwise converted in order to be viewable on the App and/or Website. Sponsor reserves the right to remove any such posted Video at any time and for any reason, without liability of any kind. Sponsor may but is not obligated to post Videos on the Website, App or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Contestant releases and agrees to hold harmless the "Released Parties" (as defined below) from any and all liability associated with possible posting (or, non-posting) of his/her Video, including his/her conversely. express acknowledgment that if posted, posting of the Video does not constitute any representation by Sponsor as to Contest eligibility. ALL POSTED VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL

CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

WINNER NOTIFICATION PROCESS/ANNOUNCEMENT: On or about 8. the date(s) in the Chart above, potential Winners will be notified by email ("Email **Notification**") at the Address associated with the Member account to verify their identity and eligibility so that Administrator can send an Affidavit of Eligibility. a Liability Release and Indemnification, and a Publicity Release, where allowed by law, as well as any release(s) from person(s) who were involved in the creation of the Video (if and as applicable) (collectively, "Winner Documents"). At the sole discretion of the Sponsor, disgualification and the selection of an alternate Winner may result from any of the following, without limitation: [a] a potential Winner's failure to respond to Email Notification within twenty-four (24) hours after its transmission; [b] the return of an Email Notification as undeliverable after three (3) attempts or return of any Winner Documents as undeliverable after two (2) attempts; [c] a potential Winner's failure to execute and return by overnight delivery service (pre-paid by Administrator) all Winner Documents within two (2) business days after transmission; [d] a potential Winner's failure to provide Sponsor with satisfactory proof of eligibility, and [e] any other non-compliance with these Rules or the TOU. In the event of a disgualification or Prize (defined below) forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Winner and award or not award the forfeited Prize. All federal, state and local taxes are solely the responsibility of each Winner.

# 9. PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

Up to Sixteen (16) Prizes (up to four (4) for each Weekly Contest) will be awarded. Winners will **[a]** have their Video aired on ESPNU's *The Experts* during regular programming estimated to be between 1:00 pm (ET) and 4:00 pm (ET) (see Chart for approximate air dates); **[b]** have their Video aired during ESPN's National Championship Tailgate Special scheduled to air on January 11<sup>th</sup>, 2016 and **[c]** have their Video appear on Website. Sponsor reserves the right in its sole discretion to show a part or portions of the Video in lieu of the complete Video. Timing of Video airing is at Sponsor's sole discretion and is subject to change.

# Total ARV of all Prizes: \$0

Any depiction of any portion of a Prize, in advertising or otherwise, is for illustrative purposes only. Prizes are 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. Prizes will be awarded provided a sufficient number of eligible Videosare received, and Prizes are validly claimed by January 30, 2016, after which date no alternate Winners will be selected, nor unclaimed Prizes awarded. Prize is subject to verification of eligibility, compliance with these Rules and the TOU. Limit one (1) Prize per person.

**10. 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**").

## 11. 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 and/or Member account, the winning Video will be declared made by the Authorized Account Holder of the Address associated with the Member account. 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 App and/or Website may contain 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 App and/or 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, 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 your (or any other person's appearing in the Video) name, likeness, voice and biographical information, 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 App, on the Sponsor's or 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] Video/Entry Rights: By entering this Contest and/or accepting any Prize you may win, you agree and represent that you grant to Sponsor: [1] a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Video, in whole or in part, in all media formats and channels now known or hereafter devised (including on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity, and [2] if your Video includes, uses and/or features Sponsor's copyrighted works ("Works"), Sponsor grants you a nonexclusive license to use the Works for the purposes of creating an Video for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Video (if such rights are not assigned to Sponsor, your license to create the Video using the Works shall be null and void).

- 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 Video 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 Video shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Video.
- 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 Video and any comments for promotional or any other purpose including but not limited to on television, on-air, or on any of the Sponsor's websites or social media pages.

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

### 12. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND

**INDEMNIFICATION/CONDITIONS:** By participating in the Contest, you (the Contestant) expressly understand and agree that: [a] you hereby release and hold harmless the Entities and each of their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (collectively, 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 APP 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 Video submitted by you (including, but not limited to, any and all claims by third parties, whether or not groundless, based on the inclusion of such material); (iii) any posting by you on Sponsor's App; (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 videograph, 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 fee, and **[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.

## 13. INTERNET/MOBILE:

- 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 Videos 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 or through mobile/satellite. If for any reason 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 Videos, 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 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 Videos received prior to termination. The Entities are also not responsible for any changes to the App or mobile function that may interfere with the Contest or ability to upload Videos timely.
- b. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY YOU IF YOU TAMPER OR ARE SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS. ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY APP OWNED OR OPERATED BY SPONSOR, INCLUDING, BUT NOT LIMITED TO, THE APP, 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.

14. 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.

**15. WINNERS LIST:** For the name of the Winners (after December 11, 2015 and before January 30, 2016) and/or Rules (before December 8, 2015), send a separate, stamped, self-addressed envelope to: ESPN Little Experts' Winners List/Rules Requests, c/o Ventura Associates, Dept. BW, 60 East 42<sup>nd</sup> Street, Suite 650, New York, NY 10165, designating either "Winners List" or "Rules".