INSIDE OUT Fan Art Contest OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. TUMBLR ACCOUNT IN GOOD STANDING REQUIRED. VOID WHERE PROHIBITED.

BY ENTERING THE PROMOTION, ENTRANT AGREES TO THESE OFFICIAL RULES.

- **SPONSOR:** ABC, Inc. d/b/a Walt Disney Studios Motion Pictures, 500 South Buena Vista Street, Burbank, CA 91521 ("Sponsor").
- **2. ADMINISTRATOR:** Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 ("Administrator").
- 3. ENTRY PERIOD: The INSIDE OUT Fan Art Contest (the "Promotion") begins on April 27, 2015 at 12:00:00 PM Pacific Time ("PT") and ends at 11:59:59 AM PT on June 22, 2015 (the "Promotion Period"). The Promotion consists of eight (8) separate and distinct weekly contests (each, a "Weekly Contest", and collectively, the "Weekly Contests") and one (1) grand prize contest (the "Grand Prize Contest"). Each Weekly Contest entry period (the "Weekly Contest Period(s)") is provided in the chart below (the "Entry Chart"). Tumblr's database clock will be the official timekeeper for this Promotion.

Entry Chart

Weekly Contest Entry Chart

	Weekly Contest Period			
Weekly	Start	End	Weekly Entry Tasks	Winner
Contest			("Task" or "Tasks")	Determination
				Date
Week 1	4/27/15@	5/4/15 @	Share fan art for the	5/5/15
Contest	12:00:00 PM PT	11:59:59 AM PT	INSIDE OUT emotion "Joy"	
("Week 1			that includes the	
Contest")			emotions character, the	

			emotion name, and	
			includes	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 2	5/4/15@	5/11/15 @	Share fan art for the	5/12/15
Contest	12:00:00 PM PT	11:59:59 AM PT	INSIDE OUT emotion	
("Week 2			"Fear" that includes the	
Contest")			emotions character, the	
			emotion name, and	
			includes	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 3	5/11/15@	5/18/15 @	Share fan art for the	5/19/15
Contest	12:00:00 PM PT	11:59:59 AM PT	INSIDE OUT emotion	, ,
("Week 3			"Anger" that includes the	
Contest")			emotions character, the	
			emotion name, and	
			includes	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 4	5/18/15@	5/25/15 @	Share fan art that shows	5/26/15
Contest	12:00:00 PM PT	11:59:59 AM PT	the emotions you have	
("Week 4			while on vacation. Include	
Contest")			INSIDE OUT's emotions	
			character, emotion name,	
			and include	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 5	5/25/15@	6/1/15@	Share fan art for the	6/2/15

Contest	12:00:00 PM PT	11:59:59 AM PT	INSIDE OUT emotion	
("Week 5			"Disgust" that includes	
Contest")			the emotions character,	
			the emotion name, and	
			includes	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 6	6/1/15@	6/8/15 @	Share fan art for the	6/9/15
Contest	12:00:00 PM PT	11:59:59 AM PT	INSDIE OUT emotion	
("Week 6			"Sadness" that includes	
Contest")			the emotions character,	
			the emotion name, and	
			includes	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 7	6/8/15@	6/15/15@	Share fan art creating	6/16/15
Contest	12:00:00 PM PT	11:59:59 AM PT	your own fan movie	
("Week 7			poster that includes one	
Contest")			of INSIDE OUT's emotion	
			characters (Joy, Fear,	
			Anger, Disgust or	
			Sadness), the emotion	
			name, the film title	
			"INSIDE OUT", and include	
			#InsideOutFanArtEntry	
			(see "How To Enter"	
			below for more details).	
Week 8	6/15/15@	6/22/15 @	Share fan art that	6/23/15
Contest	12:00:00 PM PT	11:59:59 AM PT	showcases the emotion	
("Week 8			character you most relate	
Contest")			to from INSIDE OUT, add	

an element that
incorporates the
character into your own
life and then include
#InsideOutFanArtEntry
(see "How To Enter"
below for more details).

Grand Prize Contest Entry Chart

	Promotion Period		Grand Prize Entry	Winner
				Determination
	Start	End		Date
Grand	4/27/15@	6/22/15 @	Submitting an entry to	6/23/15 -
Prize	12:00:00 PM PT	11:59:59 AM PT	any or all of the Weekly	06/25/15
Contest			Contest(s) will	
			automatically enter you	
			into the Grand Prize	
			Contest - Up to eight (8)	
			total entries - one (1)	
			entry per Weekly Contest	
			per week	

NOTE: All Tasks must only include emotions from the film "INSIDE OUT" (hereinafter referred to as the "Picture").

4. ELIGIBILITY: THE PROMOTION IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN THEIR STATE OF PRIMARY RESIDENCE (WHICHEVER IS OLDER) AND WHO HAVE A TUMBLR ACCOUNT IN GOOD STANDING. Employees, officers, and directors of Sponsor, Administrator and each of their respective parent entities, subsidiaries and affiliated companies (collectively, "Promotion Entities"), advertising, promotion, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings and their respective spouses, regardless of where they reside, and individuals residing in their

same household, whether or not related) are not eligible to participate or win. Entry into the Promotion does not constitute entry into any other sweepstakes, contest or promotion. The Promotion shall be subject to all applicable federal, state, municipal, local laws and regulations and these Official Rules and by entering, all Entrants (as defined below) agree that they have read these Official Rules, the Tumblr terms and policies and agree to abide by and to be bound by the terms and conditions of the Official Rules, Tumblr terms and policies and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render Entrants ineligible.

member/user of the Tumblr application or www.tumblr.com ("Tumblr"). Registration is free and can be obtained by downloading the Tumblr application to your phone or visiting the Promotion Website (listed below) and filling out the required information to obtain an account (an "Account"). Once a registered member on Tumblr, to enter, an Entrant must log into their Account during the corresponding Weekly Contest Period and: (a) create a unique piece of fan artwork incorporating the Task in the form of either a still image in jpg/jpeg or png (the "Static"), less than 10 MB in file size, a set of animated GIF images (the "GIF") less than 2 MB in file size, or a Cinemagraph (the "Cinemagraph"), less than 2 MB in file size; (b) visit the Picture Tumblr page located at: http://insideoutheadquarters.tumblr.com/ ("Promotion Website"); (c) locate the entry submission page on the Promotion Website; (d) submit the Static/GIF/Cinemagraph file onto the entry submission page and tag their submission using #InsideOutFanArtEntry (collectively, "Tumblr Entry"); and (e) submit the Tumblr Entry on the Promotion Website.

Upon submission of Tumblr Entry, entrant will receive one (1) entry into the respective Weekly Contest during that Weekly Contest Period (the "Weekly Entry") and, simultaneously, one (1) entry into the Grand Prize Contest during the Promotion Period (the "Grand Prize Entry"). All Entries (defined below) must be submitted by 11:59:59 AM PT on the applicable end date listed above in the Weekly Contest Entry Chart under Weekly Contest Period and Promotion Period to be eligible to participate in the applicable Weekly Contest and the Grand Prize Contest.

PLEASE NOTE: Only Entries depicting the specified Weekly Entry Task for that Weekly Contest Period (as defined in Weekly Contest Entry Chart above) are eligible for those weeks. For example, an Entry (as defined below) featuring the emotion "joy" during Week 2 Contest will not be accepted.

Entrants must set their privacy settings on their Tumblr Account to allow for messaging in order for their submission to constitute a valid Entry. Each Entry must consist of either a Static, a GIF, or a Cinemagraph and be tagged with the pre-designated tag on the entry submission page to constitute a complete Entry. Partial and incomplete Entries will be disqualified.

Tumblr Entry, Weekly Entry and Grand Prize Entry may hereafter be referred to as "Entry" or "Entries". Regardless of whether a person has more than one (1) Tumblr account or more than one (1) person use the same Tumblr account, Entries are limited to one (1) per person per Tumblr account per household for each Weekly Contest and eight (8) per person per Tumblr account per household for the Grand Prize Contest. Any attempts by an entrant to submit more than one (1) Entry into each Weekly Contest will result in such entrant being disqualified.

Any attempt by any Entrant to enter by using multiple/different Tumblr Accounts, identities, registrations and logins, or any other methods will void that Entrant's Tumblr Entry and that Entrant may be disqualified, at the sole and absolute discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Sponsor is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected Tumblr Entry, which may be disqualified. In the event of a dispute regarding who submitted a Tumblr Entry, the Tumblr Entry will be deemed submitted by the authorized account holder of the Account from which the Tumblr Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Tumblr Account, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the registered e-mail address. No automatically generated Tumblr Entries will be accepted.

NOTE: File size must not exceed 2MB for GIF or Cinemagraph submissions and 10 MB for the Static submissions. In the event the file size exceeds 2 MB for GIF or Cinemagraph submissions or 10 MB for Static submissions, such Tumblr Entry shall be disqualified.

6. GIF, CINEMAGRAPH AND STATIC ARTWORK REQUIREMENTS, RESTRICTIONS AND LICENSE (THE "ARTWORK GUIDELINES")

- a. Entrants agree to and understand that any Tumblr Entry submitted by Entrant will be made available to the public, including without limitation, posting on the Internet. Whether or not the Tumblr Entry is published on the Internet, Sponsor makes no representation or warranty regarding the confidentiality of any Tumblr Entry.
- b. Subject to section 6(c) below, each Tumblr Entry must be created by Entrant and be an original creation of the submitting Entrant and must be inspired by the Picture. The Tumblr Entry must be under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Tumblr Entry and each Tumblr Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees, represents and warrants that, nothing in the Tumblr Entry infringes on any copyrights, confidential information, trade secrets, trademarks, or other intellectual property belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from anyone appearing in the Tumblr Entry or any person or entity with any rights in or to the Tumblr Entry. Entrant agrees to indemnify and hold harmless Sponsor, Tumblr, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "Released Parties"), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Artwork Guidelines, Official Rules, Tumblr terms and policies or the warranties and representations made by Entrant herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.
- c. To the extent Sponsor authorizes Entrant to create, post, upload, distribute, publicly display or publicly perform user generated content (in this case, the Tumblr Entry) that requires the use of Sponsor's copyrighted works, Sponsor grants Entrant a non-exclusive license to

- create a derivative work (in this case, the Tumblr Entry) using Sponsor's copyrighted works as required for the purpose of creating the materials (in this case, the Tumblr Entry), provided that such license shall be conditioned upon Entrant's assignment to Sponsor of all rights in the work Entrant creates. If such rights are not assigned to Sponsor, Entrant's license to create derivative works (in this case, the Tumblr Entry) using Sponsor's copyrighted works shall be null and void. For the avoidance of doubt and for the purposes of this Promotion "Sponsor copyrighted works" refers to images/materials from the Picture.
- d. Without limiting section 6(c) above, by submitting the Tumblr Entry and if said Tumblr Entry does not contain Sponsor copyrighted works, the Entrant grants Sponsor, for no additional compensation other than participation in this Promotion and the opportunity to win a prize described herein, 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 Tumblr Entry, 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 Entrant, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity. In addition, Entrant warrants that any so called "moral rights" in the Tumblr Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Tumblr Entry, whether or not Entrant has been awarded a prize in connection with any such Tumblr Entry.
- e. Entrant agrees to release, defend, indemnify and hold harmless each of the Released Parties, from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrants' estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in these Artwork Guidelines; and (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Tumblr Entry and any portion thereof, or the likeness of any natural person therein.

f. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any material contained in the Tumblr Entry.

7. GIF, CINEMAGRAPH, AND STATIC ARTWORK CONTENT RESTRICTIONS (THE "ARTWORK CONTEST RESTRICTIONS"):

GIF, Cinemagraph, and Static Artwork must not contain material that:

- a. Contains any audio;
- b. Contains or depicts someone smoking or intoxicated;
- c. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- d. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor;
- f. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- g. References persons or organizations without their written permission other than that of Sponsor;
- h. Disparages any persons or organizations;
- i. Includes threats to any person, place, business, or group;
- j. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- k. Does not comply with the terms or conditions or guidelines posted by Tumblr.
- Is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these
 Official Rules, including for presentation in a public forum, as determined by Sponsor in its
 sole discretion.

Failure of any Tumblr Entry to comply with the above "Artwork Guidelines" and "Artwork Content Restrictions," as determined by Sponsor, in its sole discretion, may result in the non-display and disqualification of Entrant's Tumblr Entry. Without limitation, Sponsor reserves

the right in its sole discretion to disqualify any Tumblr Entry that, refers, depicts or in any way reflects negatively upon the Promotion Entities, the Picture or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries shall not be acknowledged or returned. Photos must be suitable for presentation in a public forum, in the sole determination of Sponsor.

8. WINNER SELECTION AND NOTIFICATION:

WEEKLY WINNERS SELECTION

There will be one (1) Weekly Winner for each Weekly Contest and a total of eight (8) Weekly Contest Winners (the "Weekly Winners" and each a "Weekly Winner"). Sponsor, in its sole and absolute discretion, shall select a panel of three (3) judges (the "Judges") who are employees of Sponsor.

To select each Weekly Winner, the Judges will judge all eligible Entries received during each Weekly Contest Period on or about the Winner Determination Date listed in the above Weekly Contest Entry Chart to determine the Weekly Winner of the Weekly Contest using the following judging criteria ("Judging Criteria") and percentages: (a) Creativity (40%); (b) Relevance to the weekly theme (40%); and (c) Originality (20%). If there is a tie in the score of any Weekly Entries, the Weekly Entry that scores the highest points in Creativity will be deemed the Weekly Winner. The decisions of the Judges shall be final.

ENTRIES FROM EACH WEEKLY CONTEST WILL NOT CARRY OVER TO THE SUBSEQUENT WEEKLY CONTESTS' ENTRIES, BUT WILL BE CONSIDERED AN ENTRY INTO THE GRAND PRIZE CONTEST. A WEEKLY WINNER IS ELIGIBLE TO WIN THE REMAINING WEEKLY CONTEST PRIZES PROVIDED THEY SUBMITTED AN ELIGIBLE WEEKLY ENTRY DURING THE REMAINING WEEKLY CONTEST PERIODS AS INDICATED ABOVE. ALL WEEKLY WINNERS ARE ELIGIBLE TO ALSO WIN THE GRAND PRIZE.

The potential Weekly Winner(s) will receive a winner notification by Administrator or Sponsor via a message to their Tumblr Account (PLEASE NOTE: Messaging to the potential Weekly Winners' Tumblr Account must be allowed for winner notification to be received). Notification will be sent on or about the Winner Determination Date listed in the above

Weekly Contest Entry Chart for each Weekly Contest Period. Potential Weekly Winner will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within forty-eight (48) hours, via a provided email address to begin the winner verification process. Failure to email the provided email address within forty-eight (48) hours or the receipt of an undeliverable message or the non-compliance with these Official Rules will result in disqualification and an alternate potential Weekly Winner may be selected, time permitting. By accepting a prize, Weekly Winner acknowledges they are in compliance with these Official Rules.

THE POTENTIAL WEEKLY WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR AND/OR SPONSOR. BY ENTERING THE PROMOTION, ENTRANTS FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH WILL BE FINAL AND BINDING IN ALL MATTERS RELATING TO THE PROMOTION.

GRAND PRIZE WINNER SELECTION

From June 23, 2015 through June 25, 2015 the Judges will judge all eligible Grand Prize Contest Entries received using the above-mentioned Judging Criteria to determine the Winner of the Promotion. If there is a tie in the score of any Grand Prize Entries, the Grand Prize Entry that scores the highest points in Creativity will be deemed the Winner. The decisions of the Judges shall be final.

On or about June 25, 2015, the potential Grand Prize Winner ("Grand Prize Winner") will receive a winner notification by Administrator or Sponsor via a message to their Tumblr Account (PLEASE NOTE: Messaging to the potential Grand Prize Winner's Tumblr Account must be allowed for winner notification to be received). Potential Grand Prize Winner will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within forty-eight (48) hours, via direct e-mail to Administrator and/or Sponsor, to begin the winner verification process. Failure to respond to the notification within forty-eight (48) hours or the receipt of an undeliverable message or the non-compliance with these Official Rules will result in disqualification and an alternate potential Grand Prize Winner may be selected, time permitting. By accepting the Grand Prize, the Grand Prize Winner acknowledges that they are in compliance with these Official Rules.

THE POTENTIAL GRAND PRIZE WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR AND/OR SPONSOR. BY ENTERING THE PROMOTION, ENTRANTS FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH WILL BE FINAL AND BINDING IN ALL MATTERS RELATING TO THE PROMOTION.

Weekly Winner(s) and Grand Prize Winner may hereafter be referred to as "Winner" or "Winners".

Verification of Potential Winners

In order to be confirmed as a Winner in this Promotion, and without limitation of any other terms herein, the potential Winner must provide satisfactory proof, as determined by Sponsor in its sole and absolute discretion, that such potential Winner is an eligible Entrant, including but not limited to providing a copy of the potential Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Grand Prize Winner and travel companions will be required to sign and return to Administrator and/or Sponsor, within five (5) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited), or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a potential Winner cannot be contacted or fails to sign and return the Prize Claim Documents within the required time period, potential Winner may be disqualified and may forfeit the Prize. In the event that the potential Winner is disqualified for any reason, Sponsor may award the Prize to an alternate Winner who scored the next highest score from among all remaining eligible entries, time permitting.

9. PRIZES:

GRAND PRIZE ("Grand Prize"): One (1) Grand Prize winner may be awarded the following: A 5 day/4 night trip for 4 people (Grand Prize Winner and up to 3 travel companions (the "Guests")) to O'ahu, Hawai'i. Grand Prize Winner and Guests shall collectively be referred to as the "Group". Trip includes: (a) Round trip coach airfare for 4 people (the Group) between

the major gateway airport nearest the Grand Prize Winner's residence (selected in Sponsor's

sole discretion) and Honolulu International Airport; (b) Hotel accommodations at Aulani, a

Disney Resort & Spa in Ko'Olina Hawai'i (standard room, quad occupancy) for four (4)

consecutive nights; and (c) ground transportation in O'ahu between the airport and Aulani

(collectively, the "Grand Prize").

Approximate Retail Value ("ARV") of Grand Prize: USD \$5,204. ARV may vary from

actual value, depending on date and point of departure and actual number of travel

companions. Any difference between stated and actual value shall not be awarded.

WEEKLY PRIZES ("First Prize"): Eight (8) Weekly Winners will each be awarded the

following:

One (1) "Inside Out" themed product or item selected by the Sponsor in its sole discretion.

Total ARV of a Weekly Prize: \$50.00

Total ARV of all Weekly Prizes: \$400.00

TOTAL ARV OF ALL PRIZES: \$5,604.00

First Prize(s) and Grand Prize may hereafter be referred to as "Prize" or "Prizes".

10. **PRIZE CONDITIONS:**

Grand Prize: Guests must be 18 or the age of majority in his/her jurisdiction of residence,

unless: (a) such minor travel companion is the child or legal ward of the Grand Prize Winner;

or (b) such minor travel companion is accompanied by their parent/legal guardian as one (1)

of Grand Prize Winner's Guests.

All Grand Prize-related travel arrangements will be administered by Sponsor's authorized

designee. Grand Prize travel is subject to capacity controls, availability, weather, seasonal

influences, and certain other restrictions, all of which are subject to change. No changes will

be made to travel details once any element(s) of the travel arrangements have been booked,

except at Sponsor's sole discretion. Sponsor will not replace any lost or stolen tickets, travel

vouchers or certificates or similar items once they are in the Grand Prize Winner's possession

or in the possession of a Guest. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. If the Grand Prize Winner elects to travel or partake in the Grand Prize with fewer Guests than allowed for or no travel companions, no additional compensation will be awarded to the Grand Prize Winner.

The Grand Prize is non-refundable and non-transferable. The Grand Prize Winner must book trip by March 1, 2016 and commence travel by September 1, 2016. Travel is not permitted June 15, 2015 - August 15, 2015, holiday weekends, Thanksgiving, December 20, 2015 - January 3, 2016, March 18 - April 18, 2016, June 15, 2016 - August 15, 2016. Grand Prize may not be combined with any other coupon, certificates, discount, bonus, infant fare, upgrade, or promotional offers/tickets. Void if altered. Reservations must be made through Sponsor or its agent and tickets issued prior to departure. Booking and travel dates must fall into the range as specified. Changes to reservations, once made, are not permitted. Substitutions will not be allowed. Travel is subject to availability.

The Grand Prize Winner and Guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Grand Prize Winner and his/her Guests to arrive at the designated gateway airport in time for each flight that is part of the Grand Prize.

The Grand Prize winner and his/her Guests are responsible for all in-room charges (e.g., mini-bar, movies), transportation not specified herein, telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, and any other fees and expenses not specifically mentioned in these Official Rules. The Grand Prize Winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room attributed to the Grand Prize Winner and/or his/her Guests will be the responsibility of the Grand Prize Winner. Each member of the Group will be required to provide a valid government issued photo ID at time of travel. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize).

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, Sponsor shall have no obligation to the Grand Prize Winner aside from providing the travel portion of the Grand Prize, minus any unavailable event, element or detail. The Grand Prize Winner and his/her Guests shall be subject to all terms and conditions printed on any ticket issued in conjunction with the Grand Prize. In the event the Grand Prize Winner and/or Guest(s) is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, Sponsor is not responsible and no further compensation or award will be provided.

Winner and Guests must travel on the same itinerary. If Winner chooses to bring less 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 Winner. Winner may not charge Guests for participating in the Trip. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as the Grand Prize; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Grand Prize Winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets.

All Prizes: Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. In the event any portion of Prize cannot be awarded as stated, that portion of Prize will go unawarded. Costs and expenses associated with Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Winner. Prize is not redeemable for cash and is subject to availability, non-transferable, non-assignable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute Prize for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of Prize is solely the responsibility of the Winner, who may receive an IRS Form 1099 reflecting Prize value (pursuant to applicable tax laws depending on Prize value).

The Prizes will be awarded provided they are validly claimed by July 9, 2015, after which no alternate Winners will be selected, nor unclaimed Prizes awarded.

Promotion Entities make no warranties, and hereby disclaims any and all warranties, express or implied, concerning Prizes furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

LIMIT: Weekly Winners can only win one (1) First Prize. A Weekly Winner is eligible to win the Grand Prize.

11. Privacy Policies and Data Collections:

Information provided by Entrant for this Promotion during the entry process is subject to Sponsor's privacy policy located at https://disneyprivacycenter.com/. By entering this Promotion, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Account used to post the Tumblr Entry to administer and fulfill this Promotion.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Tumblr. Each Entrant participating in this Promotion is providing information to Sponsor and not to Tumblr. Tumblr is a registered trademark.

12. CONDITIONS OF PARTICIPATION:

By entering this Promotion and/or accepting the Prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Tumblr Entry will not be acknowledged or returned; [c] you release and hold harmless the Released Parties from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize; participation in the Promotion or any Promotion-related activity, or from any interaction with, computer information; [d] the

Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Promotion or the Prize; [e] Winner's acceptance of the Prize constitutes the grant to Sponsor and assignment of an unconditional right to use Winner's Entry, Tumblr handle, name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the Promotion and/or live and taped performances of interviews for any programming, publicity, advertising and Promotion purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Promotion, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Promotion; and in such event, to select potential Winner by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for typographical, human or other errors in the offer or administration of this Promotion, including but not limited to: errors in the advertising, Official Rules and selection and announcement of the Winner; [h] any portion of the Prize not accepted or used by a Winner will be forfeited; [i] the Released Parties are not responsible for any inability of a Winner to accept or use the Prize (or any portion thereof) for any reason; [j] Sponsor has the right to modify Prize award procedures at its sole discretion; [k] the Released Parties are not responsible for changes to the Tumblr functions that may interfere with the Promotion or your ability to timely enter; [1] Released Parties are not responsible for any failure of delivery of potential Winner notification; and [m] in connection with anything you submit to Sponsor, whether or not solicited by Sponsor, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and Sponsor in any way, and that you have no expectation of review, compensation or consideration of any kind.

13. LIMITATIONS ON LIABILITY: Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, stolen Tumblr Entries; or for incomplete, inaccurate, lost, interrupted

or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Tumblr Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Promotion or in any Promotion-related materials; or for the incorrect or inaccurate capture of Tumblr Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or Tumblr platform used, as solely determined by the Sponsor, will be disqualified (and all associated Tumblr Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other Promotion offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Promotion or downloading materials from Tumblr. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of Tumblr Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Tumblr Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to Entrant's or other person's system or equipment occasioned by participation in this Promotion.

14. DISPUTES: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or the Prize awarded, other than those concerning the administration of the Promotion or the determination of Winner, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and

awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

15. OFFICIAL RULES/WINNER'S LIST: For an official Winner's list (available after 6/25/15), or a copy of these Official Rules (before 6/22/15), send a self-addressed, stamped envelope to: Inside Out Fan Art Contest – WINNER'S LIST <OR> OFFICIAL RULES (please specify official Winner's list or Official Rules), c/o Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont may omit return postage on all requests. Official Rules may also be obtained during the Promotion Period at Di.sn/InsideOutFanArtContestRules