

Children's Digital Image Rainbow Project  
PERMISSION SLIP AND OFFICIAL TERMS AND CONDITIONS

**PLEASE REVIEW THESE TERMS AND CONDITIONS OF SUBMISSION (THE "AGREEMENT") CAREFULLY, AS THEY CONSTITUTE A BINDING AGREEMENT GOVERNING ALL SUBMISSIONS IN THE "CHILDREN'S DIGITAL IMAGE RAINBOW" CONTEST (THE "CONTEST").**

As used herein, "**Submission**" means any and all text and photos you submit in connection with the Contest.

1. **ELIGIBILITY.** As the individual signing this Agreement, you represent that you are a legal resident of the United States and either (a) the entrant and over eighteen (18), or (b) the entrant's parent or legal guardian if the entrant is under eighteen (18). All references to "you" and "your" herein shall apply equally to (a) and (b) above.

2. **OVERVIEW OF CONTEST.** The Contest is for Hawaiian elementary, middle and high school students and is intended to integrate the authentic viewpoint of Hawaii's youth and the beauty of the Hawaiian Islands into a photo collage to be placed in the lobby of WDIRD's (as defined in Section 5, below) upcoming Ko'olina Resort. Approximately one-hundred and eighty (180) Submissions will be selected by WDIRD for use in the photo collage. All images must be submitted online. More information regarding the Contest and the image submission process is available at "<http://www.hawaiiartsalliance.org/schoolphotocontest>".

3. **ORIGINALITY.** You represent and warrant that (i) your entire Submission is an original work by you in its entirety and you have all rights, permissions and consents necessary to enter the Contest; (ii) your Submission will not infringe or violate any rights of any person or entity including, without limitation, any copyright, trademark, patent, defamation, privacy and publicity, false light, idea misappropriation or any contractual rights; and (iii) your Submission does not violate any federal, state or local law or regulation. You further represent and warrant that all persons, including without limitation photographers, who participated in the Submission, if any, have given you all appropriate clearances, permissions, grant of rights, and releases to submit the Submission for all uses authorized in this Agreement. You further represent and warrant that anyone who participates in the Submission (x) has no claims for payment of any kind; (y) has no approval, consultation, or participation rights; and (z) was not engaged by you or anyone associated with the Submission under any union or guild agreement.

4. **NOPAYMENT.** You understand that you will not be paid any money for submitting your Submission or for agreeing to the terms set forth in this Agreement. You further acknowledge that your consideration for entering into this Agreement is WDIRD's review of your Submission, the possibility of your Submission being included in the Children's Digital Image Rainbow photo collage, and the possible resulting publicity and promotion.

5. **RIGHTS GRANTED.** By this Agreement you hereby irrevocably grant the Walt Disney Parks and Resorts, its parent, subsidiary and affiliated companies and websites, and each of their respective licensees, distributors, agents, representatives and other authorized users including, without limitation, advertisers or design firms associated with Walt Disney Imagineering Resort Development (hereinafter collectively "**WDIRD**"), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submission, in whole or in part (including, without limitation, all names and likenesses contained therein), in all media formats and channels now known or hereafter devised for any and all purposes, all without further notice to you or to any third party and with or without attribution. Nothing in this Agreement obligates or may be deemed to obligate WDIRD to use your Submission. You acknowledge that your Submission may be cut, edited and/or added to for any reason and in any manner in WDIRD's sole discretion. You acknowledge that no confidential relationship exists between WDIRD and you by virtue of the submission of your Submission. You acknowledge that WDIRD may receive Submissions similar to yours, and that nothing in this Agreement shall be construed as a representation or agreement that WDIRD has not or will not develop or have developed ideas, concepts, products, systems or techniques that are similar to or compete with anything in your Submission. You further acknowledge that you will not have the right to enjoin the production, exhibition,

distribution or any other exploitation of the Submission by WDIRD, or to otherwise seek equitable or injunctive relief.

6. **RELEASE/INDEMNIFICATION.** You agree to release, discharge, indemnify and hold harmless WDIRD, its successors and assigns, and each of their respective officers, directors, employees, agents and representatives (collectively, the “**Releasees**”), from and against any and all claims, actions, damages, liabilities, losses, costs and expenses including, without limitation, attorneys’ fees and disbursements, whether at law or in equity, arising out of (i) your breach of the representations, warranties or other terms and conditions of this Agreement; and (ii) the use, exploitation or exercise of any rights granted herein. You acknowledge that you may hereafter discover claims in addition to the ones released and discharged in this Agreement and you hereby release and discharge the Releasees from any such unknown and/or unsuspected claims, whether at law or in equity

7. **GENERAL.** This Agreement cannot be modified or waived except in writing signed by the party to be charged. The terms of this Agreement and its performance will be binding on you and your heirs, executors, administrators, successors and assigns. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision to the maximum extent permitted by law, and the other provisions of the Agreement shall remain in full force and effect. You may not assign your rights under this Agreement without WDIRD’s prior written consent; any unauthorized assignment will be null and void. WDIRD shall have the unlimited right to assign this Agreement and the rights granted by you under this Agreement at any time, in whole or in part, to any person or entity. You agree to execute any documents and do any other acts as may be reasonably required by WDIRD to further evidence or effectuate the rights of WDIRD as set forth in this Agreement. You appoint WDIRD as your attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, but only to execute any and all such documents, or perform such acts, which you fail to execute (after being afforded a reasonable opportunity to review and confirm same). WDIRD will furnish you with a copy of all such documents that WDIRD executes on your behalf. The construction, validity, interpretation and enforceability of this Agreement will be governed by and construed in accordance with the laws of the State of California and the United States of America without giving effect to any choice of law or conflicts of law rules. Any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts situated in California. You hereby consent and submit to the personal jurisdiction of such courts.

This Agreement incorporates by reference the WDIRD Terms of Use, available at <http://home.disney.go.com/guestservices/termsfuse>.

**I HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE WDIRD TERMS OF USE AND UNDERSTAND MY OBLIGATIONS HEREUNDER, THE RIGHTS THAT I AM GRANTING HEREIN AND THE REPRESENTATIONS AND WARRANTIES I HAVE MADE HEREIN.**

\_\_\_\_\_  
Under 18)] [Date] \_\_\_\_\_ [Signature of Entrant (or Parent/Guardian if Entrant is  
\_\_\_\_\_  
[Signer’s Name] [Current Age]  
\_\_\_\_\_  
[Name of Entrant (if Under 18)] [Current Age]  
\_\_\_\_\_  
[Address]  
\_\_\_\_\_  
[City, State, Zip]  
( \_\_\_\_\_ )  
[Telephone] [E-Mail Address]

Privileged and Confidential

Children’s Digital Image Rainbow Project Participation Permission Slip

Dear Parents:

Your child has been invited to participate in the Children’s Digital Image Rainbow Project. As part of this project, Walt Disney Parks and Resorts has joined forces with the Hawai’i Arts Alliance to invite certain Hawaiian elementary, middle and high school students to submit photographs showing the viewpoint of Hawaii’s youth on the beauty of the Hawaiian Islands. Disney plans to select approximately 180 of the submissions for use in a photo collage in Disney’s planned Ko’olina Resort. More information about the submission process can be found at <http://www.hawaiiartsalliance.org/schoolphotocontest>.

All submissions will become the property of Disney, who will own all rights to them, and there will be no prize or other consideration for the submissions. If your child’s submission is selected, you and your child will be asked to sign an assignment agreement which gives all rights in the submission to Disney. Those students whose submissions are selected and return signed assignment agreements will receive a \$100 gift card.

Please sign below to confirm as Parent or Legal Guardian that you permit your child to participate on these terms and the other terms described on the website.

Parent or Legal Guardian

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Child’s Name and Age:

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Date:

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