

# SUPPLEMENTAL TERMS AND CONDITIONS

Last Updated: November 4, 2021

**Welcome to the Disney Dialogue!** It is our pleasure to provide the Disney Dialogue for your use in accordance with these Supplemental Terms and Conditions (these “**Terms**”).

Disney Advertising Sales, LLC and/or its affiliates and subsidiaries (collectively, “**Disney**” “**we**” or “**us**”) provides you the Disney Dialogue website and all information, data, text, software, music, sound, photographs, graphics, video, messages, advertising, links to web sites, or other materials therein (collectively, the “**Content**”). The Disney Dialogue website and the Content and other related products, software, applications, content, products, and services (including third party branded services) offered from time to time by Disney are referred to collectively as the “**Platform**”, which is considered a “**Disney Product**” under the Disney Terms of Use – United States (link below) (“**Disney Terms of Use**”).

These Terms apply in addition to, and not in lieu of, the [Disney Terms of Use](#). In the event these Terms directly conflict with the foregoing Disney Terms of Use, these Terms will prevail.

PLEASE READ THESE TERMS AND THE DISNEY TERMS OF USE CAREFULLY.

As a preliminary matter, we wanted to highlight a topic that you will read more about later. We expect that our Disney Dialogue team, which can be contacted via [support@thedisneydialogue.com](mailto:support@thedisneydialogue.com), will be able to resolve any issues you may have as you use the Platform. In the unlikely event that an issue between us remains unresolved, please note that ANY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION (SECTION 8 OF THE DISNEY TERMS OF USE – LINKED ABOVE) AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

## 1. Description of Service and Acceptance of These Supplemental Terms

The Platform allows you and other users who have been explicitly invited to become a member of and use the Platform (collectively, “**Members**”; or individually, “**Member**” or “**you**” or “**your**”), join the Disney Dialogue community, and provide insights and perspectives on general topics including, but not limited to, advertisements, promotions, experiences, products and services (the “**Purpose**”).

**By providing any information to become a Member of the Platform and/or by registering as a Member or participating in and using the Platform, you agree to be bound by these Terms and the Disney Terms of Use, which incorporate by reference our [Privacy Policy](#) (“Privacy Policy”) and any applicable end user license agreement that might accompany an aspect of the Platform.** You further certify that: (i) you are over the age of 18 and a resident of the fifty (50) United States, including D.C.; (ii) you have the right and authority to legally bind yourself; and (iii) you or any member of your household do not work for a streaming video service (or comparable company engaged in Internet-based delivery of media content) other than Disney+, Hulu, or ESPN+.

**If you do not accept these Terms or cannot provide these certifications, you must immediately notify Disney, and you will be ineligible to: (x) complete the survey to participate in the Platform; and (y) access and use the Platform if you are selected to participate.**

## **2. Changes to These Terms**

We may need to make changes to these Terms from time to time and for many reasons, including to reflect updates to the Platform or changes in law. If we make a material change to these Terms, it will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amended terms through the Platform, or, for users who register or otherwise provide opt-in consent during this 30-day period, at the time of registration or consent, as applicable. You are responsible for periodically reviewing these Terms for updates and amendments. By continuing to use the Platform you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to these Terms, your sole and exclusive remedy is to stop using the Platform. Unless explicitly stated otherwise, any new features or functions that change, augment or enhance the current Platform will be subject to these Terms.

## **3. Access and Use of the Platform**

A. Age Limitations The Platform is not intended to be used by children. If you are under the age of 18, you are not permitted to become a Member or provide your personal information to Disney.

### B. Accounts and Registration

To become a Member of the Platform, you may be required to provide specific registration information, including without limitation, your name and email address. Disney may use your e-mail address to send you reminders of upcoming activities, sessions on the Platform, and other communications relating to the Platform. As part of the registration process, you may be required to select a user name and password for your account (“**Account**”). You may not (a) impersonate any other person; (b) use a name subject to the rights of any other person without authorization; or (c) use a user name that Disney, in its sole discretion, deems inappropriate or offensive. You agree to (x) provide true, accurate, current and complete information as prompted by the Platform’s registration process (collectively, the “**Registration Data**”) and (y) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You will maintain a valid email address at all times.

You are solely responsible for maintaining the confidentiality of your user name, password, Registration Data, and Account and for any and all use of your Account by you or any people using the Platform under your user name and password. You agree to immediately notify Disney of any unauthorized use of your Account or any other breach of security. Disney will not be liable for any loss or damage arising from your failure to comply with this Section 3.B. Disney is not obligated to identify or authenticate any Member who accesses the Platform. Disney is not responsible for identity theft or other misuse of your Registration Data.

### C. No Compensation or Employment

You acknowledge that your membership and participation on the Platform is on a purely voluntary basis, in consideration of the opportunity to assist Disney with the Purpose. Disney makes no guarantee or representation as to whether your comments, feedback, suggestions and other information regarding the Platform or any Disney products or services (“**Feedback**”) will be used, and you understand and acknowledge that Disney is not obligated to

compensate you for your membership and participation on the Platform. Furthermore, you acknowledge and agree that nothing in these Terms or in your voluntary submission of Feedback creates any employment relationship between you and Disney.

#### 4. Confidentiality and Non-Disclosure

**YOU ACKNOWLEDGE AND AGREE THAT ALL ASPECTS OF THE PLATFORM, INCLUDING WITHOUT LIMITATION YOUR PARTICIPATION IN THE PLATFORM, YOUR COMMUNICATIONS WITH DISNEY AND ITS SERVICE PROVIDERS ABOUT THE PLATFORM OR ANY DISNEY CONTENT, SERVICES AND PRODUCTS, THE RESULTS OF YOUR EVALUATION, OPERATION, AND TESTING OF ANY NEW OR IMPROVED DISNEY CONTENT, SERVICES AND PRODUCTS, YOUR FEEDBACK, AND ALL INFORMATION AND MATERIALS DISCLOSED TO YOU BY DISNEY OR ITS SERVICE PROVIDERS IN CONNECTION WITH THE PLATFORM, ARE AND WILL REMAIN THE CONFIDENTIAL INFORMATION OF DISNEY. CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO, ALL NON-PUBLIC DOCUMENTS, DESIGNS, TECHNIQUES, SPECIFICATIONS, PRODUCT/FEATURE PLANS, STRATEGIC INFORMATION, EXISTING OR PROSPECTIVE BUSINESS PLANS, EXISTING OR PROSPECTIVE PRODUCT STUDY OR PILOT TEST OBJECTIVES AND/OR RESULTS, AND OTHER INFORMATION RELATED TO THE PLATFORM AND ANY DISNEY CONTENT, SERVICES AND PRODUCTS.**

**Your Obligations Regarding Confidential Information.** All Confidential Information remains the sole property of Disney, and you have no implied licenses or rights in the Confidential Information not specified in these Terms. To that end, you agree to maintain the Confidential Information in strict confidence and use Confidential Information only for the Purpose. You further agree that you: (i) will not share or discuss Confidential Information with any third parties, including by posting on any social media or other public platforms (i.e., Twitter, Facebook, Instagram, message boards, blogs, etc.), with the exception of posting within the designated areas of the Platform or as otherwise designated by Disney; and (ii) will use all reasonable efforts to prevent the unauthorized use, dissemination or publication of Confidential Information. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable; therefore, in the event of any breach of the provisions of these Terms with respect to Confidential Information, Disney shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

#### 5. Term; Termination

These Terms, and any revisions to these Terms, shall remain in full force and effect while you are a Member on the Platform. You may terminate your membership at any time, for any reason, by emailing us at [support@thedisneydialogue.com](mailto:support@thedisneydialogue.com). You understand and agree that the termination of your membership is your sole right and remedy with respect to any dispute with Disney. Disney may terminate or suspend your membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Following termination of your membership on the Platform, you must keep all information disclosed or discovered as part of this Platform confidential and Disney will be free to use any information you have provided up to the date of your withdrawal. Even after a membership is terminated, these entire Terms will remain in effect, including the confidentiality obligations contained in Section 4 above.

#### 6. User Reviews, Comments and other Materials

A. **Your Posts.** As part of the Platform, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, Feedback (as defined herein), or other materials (collectively, "User Material"). In order to keep the Platform enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material that you Post. Please limit yourself to User Material directly relevant to the Platform. Moreover, you must not Post User Material that: (i) contains any infringing or unauthorized content; or (ii) improperly claims the identity of another person. Please note that if you Post User Material on the Platform using a third party service, such as a social network or email provider, your first and last name or other user ID may appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personal information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Disney the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Disney will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Disney does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights in such material to Disney. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Disney a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Platform and on other platforms and services worldwide, including on or through any access point, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Disney is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Disney), fully-paid, royalty-free (meaning that Disney is not required to pay you for the use of your User Material), and sublicensable (so that Disney is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Platform). By Posting your User Material, you also hereby grant each user of the Platform a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Platform and under these Terms.

B. Third Party Posts. Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Disney does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Disney. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason, as permitted by law. In no event does Disney assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Disney with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find by emailing [support@thedisneydialogue.com](mailto:support@thedisneydialogue.com) (subject line: "Inappropriate User Material").

## 7. Promotions & Rewards

A. Promotions. If Disney offers a sweepstakes, skill-based contest, or similar promotion to Members (each, a "Promotion"), the terms and conditions of this Section 7 (in addition to the other sections of these Terms and Disney Terms of Use) will apply unless another set of official rules or additional terms are made available in connection with a specific Promotion. If you choose to participate in any Promotion, you agree that your participation will be subject to these Terms and the Disney Terms of Use or the applicable official rules or additional terms made available to you. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**General.** (a) Eligible Members can participate in a Promotion by following the instructions in a notification from Disney about a Promotion (“**Solicitation**”). Specific methods of entry and prize details will be set forth in the Solicitation. Disney’s decisions will be final and at Disney’s sole discretion for all matters relating to a Promotion, including, without limitation, determination of winner(s), distribution of prize(s), and resolution of any discrepancies in and interpretation of these Terms, the Solicitation, or other Promotion–related materials or instructions issued by Disney (the “**Promotion Documents**”). If the winner or a potential winner does not comply with any portion of the Promotion Documents OR if Disney determines at any time that the winner or potential winner is disqualified or ineligible, any prize may be forfeited and another winner may be selected by Disney.

**Eligibility.** To be eligible, at the time of the Solicitation, you must (i) be a legal resident of and residing in any one (1) of the fifty (50) U.S. states or the District of Columbia; (ii) be a Member of the Platform; and (iii) meet any additional eligibility requirements in the Solicitation. Employees of Disney, its parent, divisions, affiliates, subsidiaries, service providers, advertising agencies or promotional partners associated with the Promotion, and relatives (spouse, mother, father, in–laws, grandmother, grandfather, brother, sister, children and grandchildren) of and those living in the same household as such employees are not eligible to enter or win a prize.

**Prizes.** A potential winner may be required to respond to requests sent to him/her by Disney regarding a Promotion, including, without limitation, tax forms, an affidavit of eligibility and liability/publicity releases (unless prohibited by law), both of which may require the provision of a Social Security number. If any prize, prize notification, entry or any other Promotion–related communication is rejected, faulty or returned as undeliverable, or if a winner cannot be reached after a reasonable attempt has been made by Disney, that winner may be disqualified and an alternate winner may be selected. Disney reserves the right to distribute awards to Members from time to time without prior notice or sending a Solicitation. Any difference between the actual value of the prize and the approximate retail value stated in the Promotion Documents will not be awarded. If legitimately claimed, the prize will be awarded. All taxes (federal, state and local) and other expenses not specified as part of a prize are the sole responsibility of the winner. No transfers, prize substitutions or cash redemptions will be made, except at Disney’s sole discretion. Disney reserves the right to substitute a prize with another prize of equal or greater value for any reason. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Disney is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant’s e–mail account to receive e–mail messages.

**Miscellaneous.** By participating in a Promotion (except where prohibited by law), participants consent to the use of their names, likenesses, voices and data, in advertising, promotion and marketing materials throughout the world by the Disney, without additional compensation or approval. All participants, as a condition of entry, agree to be bound by these Terms and the decisions of Disney. If a Promotion is not capable of running as planned for any reason, Disney reserves the right to cancel, modify or suspend a Promotion. Any participant who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of the Promotion Documents will forfeit any prize won. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized Member account holder at the time of entry, but only if that person meets all other eligibility criteria as

determined by Disney. If a dispute cannot be resolved to Disney's satisfaction, the entry will be deemed ineligible. Furthermore, each participant understands and acknowledges that participating sponsoring entities have wide access to ideas, stories, designs and other literary materials. Each participant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her material and/or each other in theme, idea, plot, format or other respects. Each participant acknowledges and agrees that he or she will not be entitled to any compensation as a result of sponsoring entities' use of any such similar or identical material that has or may come to the sponsoring entities from other sources. Each participant acknowledges and agrees that the sponsoring entities do not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her material. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of sponsoring entities' or their agents', assigns' or licensees' actual or alleged exploitation or use of any material, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek or obtain injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

B. Rewards. In Disney's sole discretion, you may from time to time be offered a reward for your participation in certain features or activities on the Platform (a "**Reward**"). Rewards may consist of merchandise, Disney or third party gift cards, pre-paid cards or other items. To the extent that you are explicitly offered and receive any such Rewards, any redemption and/or use of a Reward may be subject to additional terms and conditions, including the Disney Gift Card Terms and Conditions available at <https://www.disneygiftcard.com/terms/us>, or certain third party terms and conditions made available when you receive a Reward.