

MARVEL'S THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING.

1. SPONSOR: Walt Disney Studios Motion Pictures, 500 South Buena Vista St., Burbank, CA 91521-3648.

2. ENTRY: Official applications and authorization forms (“**Forms**”) for MARVEL’s THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE (the “**Contest**”) will be available commencing on September 30, 2013, and ending at 11:59 P.M. Pacific Time on October 20, 2013 (collectively, “**Entry Period**”). You may enter this Contest by (a) downloading the Application Form and the Authorization and Release Form at www.ultimatementoradventure.com; (b) completing the Application Form and Authorization and Release Form and faxing them to (818) 544-0790 prior to submitting your video; (c) conducting an interview with a female mentor who works in the field of Science, Technology, Engineering and Mathematics (“**STEM**”); and (d) completing and uploading your video submission (“**Video**”) to www.ultimatementoradventure.com during the Entry Period. Incomplete Application Forms and submissions without a completed and signed Authorization and Release Form cannot be considered for the **MARVEL’s THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE**. Your Application, Authorization and Release, and your Video are collectively referred to as your “**Entry**”. Your Video submission may be up to five minutes in length and must be unedited. Your Video submission must include a clear connection between your chosen mentor’s career and STEM, and should include the following: (a) information about you and how you are like the character Jane Foster from MARVEL’s THOR; (b) information about your mentor interview, such as what the mentor does, how her career is related to STEM, and how she inspired you; (c) next steps you might take to explore a STEM career; and (d) why you want to come to California for **MARVEL’s THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE** and what you think you will learn. Video submissions must be titled as follows: **YourLastName_FirstName_MentorAdventure** (e.g., Doe_Jane_MentorAdventure) and must also comply with the following:

- Please only include your first name in the Video. Videos that include last names, physical addresses, high school names, or any other identifying information will be immediately disqualified from further consideration.
- Video submission must be original.
- If Video is taken by a third party, entrant must have secured all rights and clearances to the Video from the third party.
- Video cannot contain any music or any images that are irrelevant to the purpose of the Contest.
- Video cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.

- Video cannot defame, misrepresent or contain disparaging remarks about people or companies.
- Video cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Video cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Video cannot depict illegal activity and cannot itself be in violation of any law.
- Video may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

By submitting an Entry, you warrant and represent that: (a) your Video does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) you own all rights to the Video, including without limitation, copyrights, and have received prior written permission from a third party if the Video was videographed or composed by someone other than you; (d) publication of the Entry via various media will not infringe on any third-party rights; and (e) you will indemnify and hold harmless the Sponsor and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Submission, or your conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest. By submitting an Entry, you warrant and represent that you and any other persons appearing or who are otherwise identifiable in the Entry consent to the submission and the use of the Entry. Entries made in any manner inconsistent with these Official Rules will be declared invalid and disqualified from this Contest. Information provided by you for this Contest in your Entry, including, but not limited to, the Video, is subject to Sponsor's privacy policy, located at <http://corporate/disney.go.com/corporate/pp.html>. By entering this Contest, you agree that the Sponsor has the right to contact you at the e-mail or phone number provided on your application to administer and fulfill this Contest.

3. SUBMISSION LICENSE: Except as specifically provided herein, by entering the Contest, you grant to Sponsor, its licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit the Entry and/or Film, in whole or in part, in all media formats and channels now known or hereafter devised, 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. All Videos may appear in the Video Upload gallery at www.ultimatementoradventure.com.

4. LIMITATIONS: Sponsor must receive all Entries during the Entry Period by 11:59 PM Pacific Time on October 20, 2013. Only one Entry per person. Open only to persons who are ages 14 and up as of September 30th, 2013 who are currently enrolled in the 2013-2014 school year as a 9th – 12th grade students and who are legal residents of the 50 United States or D.C. (“**Territory**”). Neither Sponsor, MARVEL, Underwriters Laboratories, Inc., the National Academy of Sciences, Dolby Laboratories, Inc., the Girl Scouts USA or their respective parent, subsidiary or affiliated companies or the advertising, promotional or fulfillment agencies of any of them, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “**Releasees**”) are responsible for Entries from persons residing outside the Territory, or Entries that are altered, destroyed, forged, fraudulent, illegible, inaccurate, incomplete, late, lost, multiple, mutilated, stolen, tampered with, unauthorized or unintelligible; or for other errors of any kind, whether due to electronic, mechanical or human error or other causes, even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZE: Provided that Sponsor receives sufficient number of qualified Entries, ten Finalist Prizes will be awarded, including:

(a) Round trip coach airfare for Finalist and Finalist’s parent or legal guardian between the major United States international airport closest to the Finalist’s residence (selected by Sponsor) and an airport in Southern California (selected by Sponsor), departing on or about Sunday, November 3, 2013 and returning on or about Saturday, November 9, 2013 (the “**Trip**”); provided however, if Finalist resides within 200 miles of Los Angeles, California, air transportation will not be provided. Travel dates are approximate and subject to change;

(b) One standard double-occupancy hotel room for the duration of the Trip at a hotel in the Los Angeles or Orange County area selected by Sponsor in its sole discretion;

(c) Scheduled meals;

(d) Ground transportation to and from organized activities during the Trip;

(e) The opportunity to meet and conduct interviews with Women in Science, participate in experiments and interactive events and to be filmed for a documentary short, entitled “MARVEL’s THOR: The Dark World Ultimate Mentor Adventure”, which will be shown at the El Capitan Theatre in Hollywood, CA on November 8, 2013.

- (f) Two tickets to a 4:20 PM opening day screening of MARVEL's THOR: The Dark World at the El Capitan Theatre on November 8, 2013.

Approximate retail value (“**ARV**”) of the Finalist Prize: \$1,400, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. Any difference between stated ARV and actual value of Finalist Prize will not be awarded. All expenses not specifically mentioned in this paragraph are not included and are solely the Finalist's responsibility, including but not limited to: round-trip transportation between Finalist's residence and the airport of origin, alcoholic beverages not included in Trip package, excess luggage fees, food other than scheduled meals, gratuities, insurance for travel protection, laundry service, merchandise, parking, room service, service charges, souvenirs, other optional activities, additional taxes which are not included in the Trip package and telephone calls. No additional layovers, extensions or modifications are included. Itineraries and departure dates may be changed, cancelled or discontinued at any time and without prior notice and all travel is subject to change without notice. Airline carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's selection. Prize is not redeemable for cash or transferable. Prize elements may not be separated. The prize will be awarded, provided it is validly claimed by October 26, 2013, after which no alternate Finalist will be selected, nor unclaimed prize awarded.

6. PROCEDURES: Entries will only be accepted during the Entry Period. The Entries will be judged by Sponsor or a panel of independent judges appointed by the Sponsor (the “**Judges**”), who will use the criteria set forth below to determine the top ten Finalists: 35% Content Clarity, 35% Memorable/Interesting, 20% Individuality, 10% Quality of Submission. Provided that Sponsor receives a sufficient number of qualified Entries, the ten Entries that received the highest Judges scores will be deemed potential Finalists. In the event of a tie for the Entry judging, the tied Video with the highest score in Content Clarity, will be deemed the potential Finalist. If additional tie breakers are still needed, the tied Video with the highest score in Memorable/Interesting, will be deemed the potential Finalist. The Finalists will be selected on or about October 24, 2013.

7. FINALISTS: Sponsor will notify the potential Finalists by e-mail and telephone, on or about October 24, 2013. All potential Finalists will be required to sign and return, within 48 hours days of Finalist notification, an Affidavit of Eligibility/Liability/Publicity Release. Travel companions of Finalists will also be required to sign a Travel Companion Liability Release. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** All legal responsibilities of a minor under these official rules (“**Rules**”) will be assumed by the parent/legal guardian (“**Parent**”); and a minor Finalist's prize will be awarded in the name of the Parent for the benefit of the minor. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Finalist may result

from any of the following: **[a]** potential Finalist's failure to respond within 48 hours after Sponsor sends notification to the potential Finalist; **[b]** the return of any notice as undeliverable; **[c]** potential Finalist's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[d]** potential Finalist's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release and/or Travel Companion Liability Release by October 26 2013; **[e]** potential Finalist's failure to be available to participate in the Trip and all Trip-related activities beginning on or about Sunday, November 3, 2013 and returning on or about Saturday, November 9, 2013 (Travel dates are subject to change.); **[f]** potential Finalist's failure to be available to attend the premiere showing of *MARVEL'S THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE* documentary short at the El Capitan Theatre on November 8, 2013 at 4:20 PM; **[g]** potential Finalist's failure to validly claim the prize by October 26, 2013; and **[h]** any other non-compliance with Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Finalist. A minor may not participate in the Trip unless accompanied by his/her Parent, and the Finalist and his/her Parent must travel on the same itinerary. Finalist must be accompanied by his/her Parent at all times during the Trip (including, but not limited to, in-flight, hotel stay and all prize-related activities.) In the event a Finalist and/or his/her Parent engages in behavior that, as determined by Sponsor, in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or any other applicable experience early, in whole or in part, and send the Finalist and/or his/her Parent home with no further compensation. All participants of the Trip will be required to execute and return a Release of Liability prior to ticketing. All Trip participants are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., etc.) before departure. All taxes are solely the responsibility of the Finalist, who will receive an IRS Form 1099 reflecting the final actual value of the prize. For a list of Finalists after October 24, 2013, send a self-addressed, stamped envelope to *MARVEL'S THOR: THE DARK WORLD ULTIMATE MENTOR ADVENTURE*, 500 S. Buena Vista Street, Burbank, CA 91521-3648, within 60 days after contest end date. Vermont residents may omit return postage.

8. CONDITIONS: Each entrant by entering this Contest agrees that: **[a]** he/she will abide by and be bound by the Rules and the Sponsor's decisions; **[b]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[c]** the Releasees are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize or participation in this Contest or in any activity related thereto; **[d]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Contest; **[e]** Finalist's acceptance of the prize constitutes the grant of an unconditional right to use Finalist's name, address (city and state only), voice, likeness, photograph, biographical and prize information and statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[f]** in the event 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 Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select a Finalist by such method as Sponsor in its sole discretion may consider equitable, and in the event the Trip has already commenced, to terminate the Trip and return the Finalists to any airport of origin as soon as reasonably possible; **[g]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in the advertising, Rules and selection and announcement of the Finalists; **[h]** any portion of the Prize not accepted or used by the Finalists will be forfeited; **[i]** the Releasees are not responsible for any inability of the Finalists to accept or use the prize (or any portion thereof) for any reason; and **[j]** Sponsor has the right to modify prize award procedures at its sole discretion.