

2024 Disney on the Yard Innovation Challenge
Submission Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the “**Undersigned**” or “**I**”) hereby confirm: (i) I meet the eligibility requirements of the *2024 Disney on the Yard Innovation Challenge* (the “**Challenge**”); (ii) I have read and agree to the *2024 Disney on the Yard Innovation Challenge Terms and Conditions* located at <https://dotyinnovationchallenge.com/TermsAndCondiditions>; and (iii) I have read and agree to The Walt Disney Company’s Terms of Use located at <https://disneytermsofuse.com/>.

I hereby grant to The Walt Disney Company and its affiliated entities (collectively, “**Company**”) a non-exclusive, sub-licensable, irrevocable and royalty-free worldwide license to record, reproduce, and otherwise use: *my Disney on the Yard Innovation Challenge presentation/submission, and (if applicable), any executive presentation I may contribute to or submit* (collectively, the “**Materials**”), in whole or in part, in Company’s sole election, including all names, photography, artwork, likenesses, images, trademarks, service marks, trade names, logos, and copyrights therein or relating thereto, in and in connection with, the development, production, distribution, and/or exploitation of the Challenge and other related content and other projects (collectively, the “**Project**”), including all ancillary and subsidiary rights therein, and the advertising, promoting, publicizing, and/or merchandising thereof, throughout the universe, in perpetuity, in any and all languages, formats, versions, forms and media, now known and later devised. Without limiting the foregoing, the rights granted herein to Company shall include the rights to retouch and modify the Materials or any part thereof, and to reproduce, record, and/or combine the same with other artwork, photographs, likenesses, images, and/or other material in any manner whatsoever.

The Undersigned hereby represents and warrants that the person signing below has full power and authority to execute this agreement on the Undersigned’s behalf and to grant the rights herein granted, and that no other consents, authorizations, or payments are necessary to permit the full use and enjoyment by Company of the rights granted herein. The Undersigned further represents and warrants that the use of the Materials will not violate or infringe upon the trademarks, trade names, service marks, copyrights, patents, rights of privacy or publicity, or any other personal or property rights of any person or entity, nor constitute defamation.

I hereby release and forever discharge Company, its respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees, and assigns (individually and collectively, “**Released Parties**”) from all claims, liabilities, and obligations of any kind or nature whatsoever in connection with the Undersigned’s participation in the Challenge and/or the Released Parties’ use of the Materials or Project. The Undersigned hereby agrees to indemnify, and hold harmless each of the Released Parties, from and against, all claims, actions, losses, damages, judgments, liabilities, expenses, and costs, including reasonable outside attorney’s fees and costs, resulting from any breach or alleged breach of the foregoing representations and warranties.

In no event shall the Undersigned have any right to seek or obtain injunctive or other equitable relief with respect to the Released Parties and/or the production, distribution, exhibition, or other exploitation of the Challenge, the Project and/or the advertising, promotion, or publicizing thereof. This is the complete and binding agreement of the parties with respect to the subject matter hereof. This release cannot be terminated, rescinded, or amended hereafter except by a written agreement, signed by all parties. This agreement shall be exclusively governed by and construed in accordance with the laws of the State of California applicable to agreements entered into and wholly performed therein.

AGREED TO AND ACCEPTED:
 (“**UNDERSIGNED**”)

Signature: _____

Name: _____

Date: _____

“UNDERSIGNED” CONTACT INFORMATION:

Address: _____

Telephone: _____

Email: _____