

2020 **DISNEYLAND®** RESORT GRAD NITE POLICIES & EXPECTATIONS

In a tradition that dates back to 1961, Grad Nite at the *Disneyland®* Resort (the “**Resort**”) has been a rite of passage for millions of graduating high school seniors. Disney’s goal is to create an environment that is enjoyable for everyone including, without limitation, all Resort Guests and Disney Cast Members. The Resort expects chaperones and school administrators to strictly enforce Grad Nite behavior expectations and policies. With each school’s cooperation, we can carry on the legacy of Grad Nite at the Resort as the magical and memorable experience that it is today.

It is the school’s responsibility to ensure that all students and chaperones attending Grad Nite (each an “**Attendee**” and, collectively, “**Attendees**”) arrive at the Resort sober and without any drugs, alcohol, or other prohibited items in their possession. We expect schools to conduct thorough bag checks and Attendee screenings before allowing Attendees to board buses for Grad Nite. Similar to the security screening process for all Resort guests, Attendees should expect bag checks and magnetometer screenings at the Resort’s backstage screening area.

In conjunction with the Anaheim Police Department, we will also be conducting screenings for banned substances.

Screenings will include bag searches and the use of drug-sniffing canines. If bag searches and/or the drug-sniffing canines indicate the presence of marijuana (or any of its derivatives including marijuana enriched products) or any illegal narcotics/substance, we will ask the subject Attendee for permission to conduct additional screening.

If any banned substances are found on the bus or in the possession of an Attendee, the matter will be turned over to the Anaheim Police Department for further action. If Schools/Attendees violate this policy, the school may be banned from future Grad Nite events. Attending Grad Nite is not a right, it’s a privilege.

All chaperones attending Grad Nite must be age 25 or older. Chaperones are expected to provide responsible adult supervision both during the day and evening hours of Grad Nite. Therefore, chaperones should not consume alcoholic beverages during their visit to the Resort for Grad Nite. Chaperones violating this policy will not be allowed into the Grad Nite private event and may jeopardize future Grad Nite registrations for their school.

All students attending Grad Nite must be graduating high school seniors that are in good standing with their school. Each Attendee attending Grad Nite is responsible for his/her own ticket throughout the duration of the visit. Tickets are not transferable and will not be replaced if expired, lost, damaged or stolen. Attendees will also receive an event wristband upon arrival to the Grad Nite screening location. As a reminder, all students must arrive together with their school in buses, large vans or chaperone-driven vehicles.

Children of Attendees will not be allowed to attend regular theme park hours or the Grad Nite private event using any type of Grad Nite ticket package (i.e., paid student, paid chaperone or complimentary chaperone ticket). If an Attendee is seen with a child during the private party, they will be asked to leave immediately. Please leave all children at home.

To ensure an enjoyable experience for all Attendees and other theme park guests, please respect the theme park rules as well as the following rules:

Excessive celebratory behaviors that can be interpreted by other guests as intimidating and/or disruptive are prohibited at the Resort and during the Grad Nite event:

- Groups walking and/or running in locked arms (this can appear threatening to other guests and is also a safety concern in impacted areas).
- Group chanting of any kind including yelling at high volumes in attraction queues.

The following behaviors and activities are not tolerated at the Resort:

- Inappropriate touching or physical aggression of any kind.
- Failure to comply with a request of a Disney Cast Member (Disney Cast Members are trained to direct Resort guests for optimal safety and help guests comply with the Resort's standards of conduct).
- Inappropriate language (including profanity) and disruptive or offensive behavior.
- Disrespectful demeanor toward other theme park guests, Disney Cast Members or other law enforcement officials.
- For your safety and that of others, please refrain from running.
- Theft or vandalism.
- Line jumping/cutting in attraction queues.
- Failure to comply with attraction safety rules.
- The distribution of printed or recorded materials of any kind.
- Photography, videotaping or recording of any kind for commercial purposes.
- Feeding, petting, touching, harassing or harming any wildlife in the theme park, including birds.

The following items are prohibited for all Attendees:

- Alcoholic beverages and any illegal narcotics/substances.
- Marijuana (or any of its derivatives including marijuana enriched products), even if it has been legally prescribed to the student or chaperone.
- Self-defense or restraining devices (e.g., pepper spray, mace).
- Glass containers of any size or type including perfume/cologne bottles and reusable water bottles.
- All outside food and liquids including factory-sealed water bottles.
- Firearms, ammunition or weapons of any kind, or objects or toys that appear to be firearms or weapons.
- Fireworks or other similarly explosive and/or flammable objects.
- Laser pointers or other items deemed potentially harmful or disruptive including Bluetooth speakers.
- Smoking, vaping and electronic cigarettes.
- Selfie sticks and hand-held extension poles for cameras and mobile devices.
- Suitcases, bags, coolers or backpacks, with or without wheels, that are larger than 24" long x 15" wide x 18" high.
- Musical instruments.
- Large tripods or monopod stands and professional photography equipment and lighting.
- Recreational devices such as drones, remote control toys, skateboards, scooters, inline skates and shoes with built-in wheels.

If a chaperone should witness inappropriate student behavior, we ask that the chaperone notify a Disney Cast Member immediately. If a student should witness inappropriate chaperone behavior, we ask that the student notify a Disney Cast Member immediately. If a student or chaperone is ejected from the Resort or Grad Nite, it is the responsibility of the school official(s) to dismiss the student or chaperone from the Resort premises.

Medication is no longer subject to inspection by Resort nurses. However, we ask that all prescription and over-the-counter medication for students be in original pharmacy container or original labeled container and carried in by a chaperone from the school through the Resort security screening area. Medication may be given back to the student after clearing the security screening process. Any medication needing refrigeration may be stored at *Disney California Adventure*® Park First Aid.

For more information regarding *Disneyland*® Resort park rules, please visit <https://disneyland.disney.go.com/park-rules/>

2020 DISNEYLAND® RESORT GRAD NITE TERMS & CONDITIONS

Acknowledgments

By acknowledging where indicated below, each school official consents they have read these Terms & Conditions and that each school official will communicate these Terms & Conditions to all participating Grad Nite attendees including students and chaperones (“**Attendees**”). Each school official also agrees to ensure that the school’s chaperones will help enforce these Terms & Conditions while attending the Grad Nite event with their school. No school will be allowed to purchase tickets without acknowledgment of these Terms & Conditions.

In addition, by acknowledging where indicated below, school shall acquire no right to use, and shall not use, the names “Disneyland” or “Disney” (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs or other intellectual property of Disney Destinations, LLC or any of its affiliates (collectively, “**Disney**”):

- (i) in any advertising, publicity or promotion.
- (ii) to express or to imply any endorsement by Disney of school or school's services.
- (iii) in any other manner or for any purpose whatsoever (whether or not similar to the uses prohibited by (i) and (ii) above), except as provided in these Terms & Conditions.

Sales of, and Offers to Sell, Grad Nite Tickets or Wristbands

School shall not offer to sell, nor sell, any Grad Nite tickets or wristbands to any persons (other than to Attendees). School shall sell the Grad Nite tickets and wristbands only to Attendees in connection with the Grad Nite event. School shall not sell or transfer any Grad Nite tickets or wristbands to any third party, travel wholesaler, tour operator or other person or entity that intends to resell and/or retransfer the Grad Nite tickets or wristbands and/or is otherwise not a Grad Nite attendee and the end user of the Grad Nite tickets and wristbands. School shall not offer to sell nor sell any Grad Nite tickets or wristbands at the *Disneyland®* Resort.

Rules and Regulations

The Grad Nite event shall be governed by and conducted in accordance with such rules and regulations as Disney may establish, in Disney’s sole and absolute discretion, for the Grad Nite event (including, without limitation, the hours of operation of the Grad Nite event, the rules set forth on the Grad Nite tickets and wristbands, rules regarding no smoking, dress/attire standards, rules requiring Attendees to remain in the theme park until 2:00 a.m., and all applicable laws, rules, regulations and ordinances of any and all governmental authorities having jurisdiction). All Attendees must arrive and depart together via buses or chaperone driven large vans or vehicles. Disney suggests that at least one (1) chaperone from each school make their way back to their bus by 1:30 a.m. to be there for Attendees. All Attendees must depart the *Disneyland®* Resort no later than 90 minutes following the conclusion of the Grad Nite event at 2:00 a.m. It is the school’s responsibility to arrange all transportation to

and from the *Disneyland*® Resort. All schools shall comply with all laws applicable to student pupil activity buses including, without limitation, U.S. Department of Transportation, National Traffic and Motor Vehicle Safety Act, Department of California Highway Patrol and school transportation safety plans.

Disney reserves the right to refuse admittance to any Attendee who does not comply with any of the foregoing (or, after admittance, to deprive an Attendee of the use of the *Disneyland*® Resort by delivering an Attendee into the custody of the Attendee's school's chaperone) without any liability to such Attendee or school. Disney reserves the right to remove an Attendee or any other person associated with the school from the Grad Nite event after notification to school of a violation of any applicable rules and/or guidelines by any Attendee and/or any employees, agents and/or representatives of that school.

Indemnification

By acknowledging where indicated below, school agrees to defend (if requested by Disney and with counsel selected by Disney), indemnify and hold harmless Disney and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on tort, breach of contract, patent and/or copyright infringement, product liability and/or otherwise) including, without limitation, attorneys' fees and costs, arising in any way from and/or out of and/or based on school's offer to sell and sale of the Grad Nite tickets and/or wristbands; school's use of the Disney Assets (as defined below); any act and/or omission of the Attendees or school, its officers, directors, agents, employees or groups; and/or any breach or alleged breach of any of school's representations, warranties, obligations and/or agreements hereunder. The provisions of this paragraph shall survive, indefinitely, and shall not be limited by the amount of insurance maintained by school.

Pre-payment

Before a ticket order can be fulfilled for school, one hundred percent (100%) pre-payment is due sixty (60) days prior to the Grad Nite reservation event date to guarantee school's order for all Grad Nite tickets and wristbands. All payments must be made by either an organizational school check, credit card or cashier's check drawn on a U.S. bank payable to "Disney Destinations, LLC". All tickets are non-refundable and non-transferable.

Termination

Disney shall have the right to immediately cancel the Grad Nite event in Disney's sole and absolute discretion and for any or no reason whatsoever upon notice to school. In such case, Disney shall reimburse school for any monies paid by school to Disney for Grad Nite tickets to the cancelled Grad Nite event, and school shall be responsible for reimbursing each purchaser for such Grad Nite tickets (that have been paid for and were not complimentary). Disney's obligation to reimburse school, as foresaid, shall be Disney's sole obligation as a result of such cancellation, and Disney shall not be liable for damages to school, or to anyone claiming by, through or under school, as a result of such cancellation. Upon such cancellation, school shall return to Disney all Grad Nite tickets and wristbands previously issued by Disney to school for the Grad Nite event. Without liability, any cancellation of any entertainment scheduled to

appear at the Grad Nite event shall not constitute a breach of any agreement, nor shall school or the Attendees be entitled to a refund of, or reduction in, the amount charged for the Grad Nite tickets due to such cancellation of entertainment. School hereby irrevocably waives any right to injunctive relief and/or right of rescission and hereby agrees that school's sole and exclusive remedy in the event of any breach and/or alleged breach, termination, and/or cancellation of any agreement between school and Disney by Disney shall be an action for monetary damages. Upon any cancellation of the Grad Nite event, Disney may exercise any or all of its rights and remedies at law and/or in equity.

Videotaping/Filming

School understands and agrees that school may not photograph, videotape, audio-record or film at the Grad Nite event without Disney's prior written consent. If Disney provides its consent, all such photographs, videotapes, audio-recordings and/or films must only be used for internal, archival, and non-commercial personal purposes (and cannot, for example, be uploaded to Facebook, YouTube or the like via cell phone or in any other manner). Under no circumstances may school photograph, videotape, audio-record or film any Disney musicians, performers, or show elements at the Grad Nite event. School will be responsible for obtaining any and all consents and permissions needed to use such photographs, videotapes, audio-recordings and films, as permitted hereunder.

Marketing Toolkit

If school elects to receive a marketing toolkit from Disney for promotion of the Grad Nite event ("**Toolkit**"), school understands and agrees that the terms and conditions set forth in this section shall apply. Commencing upon school's receipt of the Toolkit and continuing through the Grad Nite event (the "**Promotion Period**"), Disney grants to school the non-exclusive, non-transferable license and limited right to use certain artwork, logos, photographs, slides, symbols, characters, copy, JPEGs, video clips, layouts, trademarks, trade names, scenes and/or depictions of the Resort, and/or other Disney intellectual property included in the Toolkit (collectively, the "**Disney Assets**"). School will only use the Disney Assets: (1) in materials prepared by school for school's promotion of the Grad Nite event ("**Promotion Materials**"); (2) within the United States and Canada; (3) during the Promotion Period; and (4) in the form provided by Disney (except as otherwise approved in writing by Disney). School will not use the Disney Assets for any other purpose. Promotion Materials in digital or electronic form may only be used on school's website, on school's official Facebook, Twitter, and/or Instagram pages, and/or in a distribution to the email addresses on school's official email address database. When using any digital templates included in the Toolkit, layouts and copy must be kept in their original form and may not be changed, except for the editing of customizable sections in accordance with specific instructions contained therein. Examples of non-permissible changes include, without limitation, resizing or cropping Disney Assets, changing or deleting Disney copy, using Disney Assets out of context, and incorporating pieces of the templates on non-approved media platforms.

Disney makes no warranty or representation whatsoever in connection with the Disney Assets.

School understands and agrees that no rights in and to any musical compositions or musical recordings are granted hereunder and such rights must be obtained by separate agreement between school and the applicable rights holders. School will be responsible for securing any and all licenses from and remitting any and all payments to any applicable collecting rights societies (ASCAP, BMI, SESAC) in connection with school's public performance of any music embodied in the Promotion Materials including, without limitation, music embodied in the Disney Assets incorporated therein, which may be exploited as authorized hereunder.

School agrees to comply with all laws, rules and regulations (including, without limitation, the Federal CAN-SPAM Act) applicable to any sending of promotional material by e-mail and, in furtherance of and without limiting the foregoing, school agrees (a) to maintain a list of recipients who have opted out of receiving future commercial e-mails from school; (b) as to any recipient who has previously opted out of receiving (and has not subsequently affirmatively consented to receive) commercial e-mail from school, not to send promotional material by e-mail to such recipient more than ten (10) business days after opt out; and (c) to ensure that any recipients of promotional material by e-mail are provided with an opportunity to opt-out from receiving future commercial e-mails from school, all in accordance with applicable law. As used in this section, the term "commercial e-mail" will have the same meaning as the term "commercial electronic mail message" in the Federal CAN-SPAM Act.

Changes: Admittance

All theme park attractions, entertainment, offerings, tickets and other items described on this ticket store (and in any collateral sent by Disney to school in connection with the Grad Nite event) and all prices, operating hours, age requirements, and other terms for such items may be changed or discontinued without notice and without liability. Disney reserves the right to refuse admittance to any persons, and shall not be liable for non-utilization of Grad Nite tickets or loss of recreational opportunities due to refurbishing, capacity, inclement weather, special events or any circumstance beyond Disney's control. All entertainment, offerings and attraction availability are subject to change without notice.

- ☐ I acknowledge that: (i) I have received and reviewed the 2020 *Disneyland*® Resort Grad Nite Policies & Expectations and Terms & Conditions (collectively, the "**Terms and Conditions**"); (ii) I, on behalf of my school, agree to the Terms and Conditions; and (iii) I represent and warrant that I have the authority to make this acknowledgement on behalf of my school.