

Official Rules

Important: Please read these rules (these “Official Rules”) before entering any of the Marvel Virtual Run SEA Contests conducted by The Walt Disney Company (Southeast Asia) Pte. Limited (“Disney”). By participating in the Contests, you agree to be bound by these Official Rules (and any amendments thereof) and represent and warrant that you satisfy all of the eligibility requirements set out herein below.

1. ELIGIBILITY

1.1. The Contests are open to all residents of Indonesia, Malaysia, Phillipines, Singapore, Thailand and Vietnam (the “Territories”, each a “Territory”) who have registered for the Marvel Virtual Run SEA only. Participants of any of the Contest (“Entrants”) must be 18 or above. Participants that do not meet the above qualifying criteria will be disqualified from the Contests.

1.2. The Contests comprise of the following seven contests (each a “Contest”) as set out below::

No.	Contest Name	Contest Requirement	Contest Period in SG, MY, IN, TH, VN	Contest Period in PH
1	Dress in MARVEL Colours Contest	Let’s paint the town with MARVEL. Dress in MARVEL colours and/or wear your MARVEL-inspired attire, and snap a shot of you when you’re clocking-in for MARVEL Virtual Run.	1 – 17 January 2021	16 – 28 February 2021
2	Black Widow’s Super Reflex Contest	Known for her agility, Black Widow strikes out from the shadows. Snap a shot of you in your most agile/flexible pose.	18 – 31 January 2021	01 – 14 March 2021
3	Black Panther’s Speed Contest	Speed & agility, that is what Black Panther is known for! Show us your speed in the most creative way possible.	1 – 14 February 2021	15 – 31 March 2021
4	Captain America’s Empowerment Contest	Like Captain America, you’re dependable and have great leadership skills – so much that you can influence a friend/partner and motivate them to run with you. Show us how you & your partner conquering MARVEL Virtual Run.	15 – 28 February 2021	01 – 15 April 2021
5	Hulk’s Smash Contest	Like Hulk, you don’t just solve problems, you smash them. Show us your most creative Hulk Smash pose as you conquer MARVEL Virtual Run.	1 – 15 March 2021	N.A.
6	Captain Marvel’s Make Your Mark Contest	Captain Marvel makes her mark in the sky with her glorious and powerful presence. Use your GPS tracker to make your MARVEL-inspired mark.	16 March – 15 April 2021	16 – 30 April 2021

7	Mark Your Victory	Congratulations on completing MARVEL Virtual Run. It's time to Mark Your Victory with your race entitlements in the most creative way possible.	5 February – 31 May 2021	N.A.
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Entrants can take part in any and/or all of the Contests that is open to their Territory, each of which are judged and awarded separately. Each Contest commences at midnight (00:00 hrs) of the stipulated start date, and ends at 23:59 hrs of the stipulated end date (based on local time of the participant's Territory) ("Contest Period").

Directors, officers and employees of Disney or its affiliated companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, associate vendors and prize providers, and immediate families of each are not eligible to participate in the Contests.

2. HOW AND WHEN TO ENTER

2.1. To enter, you must have or create an Instagram account ("Account"). Registration on Instagram is free. After you have established your Instagram account, you may enter by doing all of the following:

- (a) sign in to your Account via the mobile application or Instagram website ("Application"),
- (b) ensure that the account is made "public",
- (c) post a photo or video ("Entry" or "Entries") based on the requirements of the Contest onto your profile, the requirements being:
 - Contest #1: Dress in MARVEL Colours Contest
 - Dress in MARVEL colours and/or wear your MARVEL-inspired apparels, and snap a shot of you when you're clocking-in for MARVEL Virtual Run. Only photo entries (no videos or boomerangs) will be accepted.
 - Contest #2: Black Widow's Super Reflex Contest
 - Snap a shot of you in your most agile/flexible pose. Only photo entries (no videos or boomerangs) will be accepted.
 - Contest #3: Black Panther's Speed Contest
 - Show us your speed in the most creative way possible.
 - Contest #4: Captain America's Empowerment Contest
 - Snap a shot of you & your partner conquering MARVEL Virtual Run. Only photo entries (no videos or boomerangs) will be accepted.
 - Contest #5: Hulk's Smash Contest
 - Show us your most creative Hulk Smash pose as you conquer MARVEL Virtual Run.
 - Contest #6: Captain Marvel's Make Your Mark Contest
 - Use your GPS tracker to make your MARVEL-inspired mark, e.g.



- Contest #7: Mark Your Victory
 - Show us your race entitlements in the most creative way possible

(d) include the hashtag #MarvelVirtualRunSEA and the Marvel Virtual Run hashtag for your territory, i.e.:

- For Indonesia: #MarvelVirtualRunIN
- For Malaysia: #MarvelVirtualRunMY
- For Singapore: #MarvelVirtualRunSG
- For Thailand: #MarvelVirtualRunTH
- For Vietnam: #MarvelVirtualRunVN
- For Philippines: #MarvelVirtualRunPH

(e) tag the Marvel Instagram account for the territory, i.e.:

- For Indonesia: @marvelindonesia
- For Malaysia: @marvelmalaysia
- For Singapore: @marvelsingapore
- For Thailand: @marvelthailand
- For Vietnam: @marvelvietnam
- For Philippines: @marvelphilippines

The use of official Marvel apparel in your Entries is entirely optional, and will not increase the likelihood of the Entry being selected as Winner.

2.2. Entrants should exercise caution when taking part in the Contests, for example, when showing off your flexibility poses and speed. Entrants should also comply with any health and safety measures and ensure no damage to public property.

2.3. If the photo or video contains persons other than the Entrant, the Entrant must get permission from the person(s) to submit the photo or video for the Contest.

2.4. By taking part in this Contest and uploading a post to Instagram following all the steps above, the Entrant is deemed to have accepted these terms and conditions. You may not edit your Entry once it has been submitted. Failure to comply will result in the automatic disqualification of the Entry.

2.5. Approximately two (2) weeks after the end of each Contest Period, a total of up to six (6) entries from each Territory which have fulfilled all the requirements set out in Clause 2.1 above may be selected as winners (“Winner(s)”) based on the factors set out in Clause 2.4. The Winners will be contacted via Instagram Direct Message (DM), and will thereafter receive an email from info@disney.asia.

2.6. Disney will take into account the following factors in selecting the Winners: relevance to theme, creativity, originality and visuals. The factors listed are not exhaustive, and Disney may take into account other factors that Disney seems appropriate in selecting the Winners. Disney has the right to, and shall select, the winning Entries for each Contest in its sole and absolute discretion and no correspondence and/or objection will be entertained.

2.7. Entry by any person into the Contests will be taken as acceptance of these Official Rules. Entry by any method other than set forth in this Section 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

2.8. The last Entry for each Contest must be submitted before 23:59 hrs on the date stated on the specific Contest post. Each Entrant is allowed to submit only a maximum of one (1) Entry for each Contest. For clarity, every photo or video submitted (whether shared within one single Instagram post or across multiple Instagram posts) shall constitute an Entry. In the event of more than one (1) Entries received from the same Entrant, the first entry by such Entrant shall qualify for the Contest. In the event that more than one (1) entry is received from an Entrant with similar personal particulars, then the earliest post from such Entrant shall qualify for the Contest.

2.9. Winners shall complete a prize acceptance form prior to collection or enjoyment of his/her prize. Failure to satisfactorily complete and timely submit the required prize acceptance form (the "Winners' Form") will result in the disqualification of the Winner to claim the Prize. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the email address is registered.

2.9. No major brands or logos or anything offensive in nature should be featured in your Entry.

2.10. By participating in the Contests, each Entrant represents and warrants that he/she is not subject to any agreement or arrangement that would interfere with his/her participating in the Contests, and is granting all the rights granted under these Official Rules.

2.11. Disney shall not be responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Disney reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Disney shall decide in its absolute and sole discretion which submissions shall be included and posted on the Official Account. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in or downloading any materials from the Contests.

2.12. Each Entry must be your original creation and you must have the appropriate rights under intellectual property laws.

3. PRIZE

3.1. The Winners will receive prizes as set out below:

Territory	Contest	Number of winners	Prize	Approximate Value
Singapore	Contest 1	6	AVN POWER MOVES ROLE PLAY BLACK PANTHER	USD 19.99
	Contest 2	6	Hot Toys Iron Man Mark LXXXV (Landing version) + Marvel Mini Light Box	USD68.86
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	Diorama Stage-015-MARVEL COMICS-IRON SPIDER-MAN	USD 216.81
	Contest 5	2	Marvel's Spider-Man: Miles Morales (game codes)	USD 49.99
	Contest 6	1	XM Studios Winter Soldier figurine	USD 665.55
	Contest 7	3	Exclusive MARVEL Virtual Run Running Pouch	USD22.53
Malaysia	Contest 1	6	AVN POWER MOVES ROLE PLAY BLACK PANTHER	USD 19.99
	Contest 2	6	Hot Toys Iron Man Mark LXXXV (Landing version) + Marvel Mini Light Box (3 pieces) OR Hot Toys Ant-Man and Leviathan Cosbaby (L) Set (3 pieces)	USD74.24
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	Diorama Stage-014-MARVEL COMICS-THANOS	USD 216.81
	Contest 5	2	Marvel's Spider-Man: Miles Morales (game codes)	USD 49.99
	Contest 6	1	XM Studios Red Skull figurine	USD 740.33
	Contest 7	3	Exclusive MARVEL Virtual Run Running Pouch	USD22.53
Vietnam	Contest 1	6	Regular Bend & Flex, a set of 2, per winner (ID, PH, VT)	USD 19.99
	Contest 2	6	Hot Toys Iron Man Mark LXXXV (Battling Version) Cosbaby (L) (3 pieces) OR Hot Toys Iron Man Mark LXXXV Cosbaby (L) (3 pieces)	USD67.84 USD67.84
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	MARVEL COMIC Venom(CB)	USD 93.95
	Contest 5	2	Marvel's Spider-Man: Miles Morales (game codes)	USD 49.99
	Contest 6	1	XM Studios Iron Fist figurine	USD 740.33
	Contest 7	3	Exclusive MARVEL Virtual Run Running Pouch	USD22.53
Indonesia	Contest 1	6	Regular Bend & Flex, a set of 2, per winner (ID, PH, VT)	USD 19.99
	Contest 2	6	Hot Toys Iron Man Mark LXXXV (Battling Version) Cosbaby (L)	USD67.84
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	MARVEL COMIC Spider-Man Miles Morales(CB)	USD 93.95
	Contest 5	2	Marvel's Spider-Man: Miles Morales (game codes)	USD 49.99
	Contest 6	1	XM Studios Beta Ray Bill figurine	USD 740.33

	Contest 7	3	Exclusive MARVEL Virtual Run Running Pouch	USD22.53
Thailand	Contest 1	6	AVN POWER MOVES ROLE PLAY BLACK PANTHER	USD 19.99
	Contest 2	6	Hot Toys Ant-Man and Leviathan Cosbaby (L) Set	USD74.24
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	MARVEL COMIC Spider-Man Peter Parker(CB)	USD 93.95
	Contest 5	6	Toylaxy Marvel's Avengers: Endgame Wave 2 figurines	USD 59.25
	Contest 6	1	XM Studios Namor Figurine	USD 785.20
	Contest 7	3	Exclusive MARVEL Virtual Run Running Pouch	USD22.53
Philippines	Contest 1	6	Regular Bend & Flex, a set of 2, per winner (ID, PH, VT)	USD 19.99
	Contest 2	6	Hot Toys Iron Man Mark LXXXV Cosbaby (L)	USD67.84
	Contest 3	6	Avengers Wrath of Loki V29	USD 72.99
	Contest 4	6	MARVEL COMIC Spider-Gwen(CB)	USD 93.95
	Contest 6	1	Marvel's Spider-Man: Miles Morales (game codes)	USD 49.99

3.2 Prizes shall not be sold or transferred for commercial use. All taxes associated with the receipt or use of the Prize is the sole responsibility of the Winner. The Prize is not redeemable for cash or transferable. No substitution is allowed except that Disney may, at its sole discretion, substitute a Prize of similar value. The Prize cannot be used in conjunction with any other promotion or offer. The Prize will be awarded provided a sufficient number of eligible Entries are received and the Prize is validly claimed (i.e. Winners' Form is signed) by two (2) weeks after Disney reaches out to the Winner, after which no alternate winner will be selected, nor the unclaimed Prize awarded.

3.3. Disney reserves the right to request: (i) documentary proof of citizenship, residency, address and/or age of any Winner; and (ii) documentary proof of Prize/winner notification before the Prize is dispatched.

3.4. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details beyond Disney's reasonable control and for any act or default of any third-party supplier/Sponsor.

4. OWNERSHIP/RIGHTS

4.1. Except as specifically provided for herein, each Entrant agrees, by participating in any of the Contests, one hundred percent (100%) of all now known or hereafter existing rights, titles and interests of every kind in their Entry (the "Participation"), throughout the universe in perpetuity and in all languages in any and all manner, media and formats, now known or hereafter existing shall be released and assigned to Disney absolutely and Disney shall be the sole owner of the entire copyright and all other rights in and to the Participation from the moment such rights come into existence. Each Entrant unconditionally assigns and transfers all ideas, concepts, copyrighted materials and trademarks contained in his/her Participation and any and all rights, including without limitation so-called "moral rights", in his/her Participation. Disney shall be entitled to make use of the Participation or any part thereof in such manner as it shall in its sole discretion think fit, including without limitation the right to make changes, alterations, substitutions and additions thereto, deletions therefrom and adaptations and rearrangements thereof and translations into any and all languages for any use, or not used at all. Disney shall also be entitled to use and exploit the Participation in whatever manner, media and format without incurring any liability to any entrant

(including without limitation the requirement to pay any compensation in respect of any use or exploitation of the Participation) or making any acknowledgement of the Participation.

4.2. Each Entrant authorizes Disney to, without any need for further consent or payment, use his/her name, voice, photograph, likeness, biographical data, logos, particulars (as applicable) and any or all of Participation in any and all manner, media and formats now known or hereinafter invented or developed throughout the universe, in perpetuity and in all languages without limitation. Each Entrant also grants to Disney all consents and permissions, including any consents and permissions under any relevant performance protection legislation that would otherwise be necessary to enable Disney to make the fullest use and exploitation of the Participation.

4.3. Disney may assign all rights granted by an Entrant hereunder to any party at Disney's sole discretion.

5. PERSONAL INFORMATION

5.1. Your participation in any of the Contests is conditional upon you consenting to The Walt Disney Company (Southeast Asia) Pte. Limited and its affiliated companies and business units (collectively, "TWDC SEA Group") collecting, using, disclosing, transferring and processing your personal data for the following purposes: (i) to administer the Contests and choose the winner; (ii) to deliver the Prize to your address, should you win, and (iii) consumer research, promotional and marketing purposes.

5.2. We may share your personal data with affiliates of the TWDC SEA Group or with other third parties for administrative and business purposes (including for the purposes of fulfilling the delivery of the contest prize, should you win), or for cross-promotion. This may involve the storage, use, disclosure or other processing, or transfer of your personal data out of Singapore. Third parties receiving your personal data will be bound by requirements under the Personal Data Protection Act 2012 in relation to your personal data.

5.3. By participating in any of the Contests, you (consent to the collection, use, disclosure, transfer and processing of your personal data for the purposes listed above.

5.4. If you would like to know more about how we process your personal data, how to withdraw consent or contact our Data Protection Officer, please visit our Privacy Policy available on our website on <http://disneyprivacycenter.com>.

6. DISCLAIMER

6.1. Disney, Instagram, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agents shall not be responsible or liable for:

(a) Any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure (including lost entries, mail delay or loss) in registering for or participating in the Contest as a result of any communication error, interruption, human error and/or failure by Disney and/or any third party;

(b) Any problem, damage or loss of whatsoever nature to any person, resulting from his/her participation in the Contests;

(c) Any error (including without limitation error in notification of eligible Entrants or Winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft,

destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission; or

(d) Any changes made by Disney or any third party suppliers or sponsors.

6.2. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details beyond Disney's reasonable control and for any act or default of any third-party supplier.

7. CONDITIONS OF ENTRY

7.1. By entering any of the Contests, each Entrant agrees to be bound by these Official Rules and by decisions of Disney, which are final as to all Contest-related matters.

7.2. By entering these Contests and/or accepting any Prize you may win, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to Disney as expressed herein; [b] you will abide by and be bound by the Official Rules and Disney's decision and Privacy Policy; [c] you release and hold harmless Disney, Instagram, their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releases") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Prize; participation in the Contests or any Contest-related activity or from any interaction with, or downloading of, computer Contest information; [d] Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and the Releases do not make any representation, warranty or guarantee, express or implied, relating to the Contests or Prize; [e] a Winner's acceptance of any Prize constitutes the grant to Disney and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, 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 Disney's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contests, so that it cannot be conducted as originally planned, except where prohibited by law, Disney has the right, in its sole discretion, to modify these Official Rules or to cancel, modify, terminate or suspend the Contests; and in such event, to select Winner by such method as Disney in its sole discretion shall consider equitable; [g] the Releases are not responsible for typographical or other errors in the offer or administration of these Contests, including but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner, and distribution of the prize; [h] any portion of any prize not accepted or used by a Winner will be forfeited; [i] the Releases are not responsible for any inability of a Winner to accept or use a prize (or any portion thereof) for any reason; [j] the Disney has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (i) tampering or attempting to tamper with the entry process or the operation of the Contests or the Application; (ii) violating the Rules; (iii) violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Contest property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (v) for any other good cause as determined solely

by the Disney; [k] Disney has the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Contests; [l] since any attempt by any individual to damage the Application or undermine the legitimate operation of these Contests or the Application is a violation of these Official Rules as well as criminal and civil laws, and should Disney believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [m] [Intentionally deleted]; [n] all disputes, claims and causes of action at law or in equity ("Claims") shall be resolved individually, without resort to any form of class action; [o] all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [p] Disney has the right to modify Prize award procedures at its sole discretion; [q] the Releases are not responsible for the cancellation, postponement or unavailability of the Prize, and if such occurs, the Prize will be substituted with a Prize of similar value; [r] the Releases are not responsible for any changes to any Facebook function that may interfere with the Contests or your ability to timely enter; [s] your decision to upload a photo or video using this hashtag constitutes acceptance of Disney's global terms of use found at Disneytermsofuse.com, and [t] Releases are not responsible for any failure of delivery of winner notification.

8. COPYRIGHT NOTICE

The Contest and all accompanying materials are copyrighted by Disney. All rights reserved.

9. MISCELLANEOUS

9.1. Disney reserves the right at any time in its absolute discretion and without prior notice to Entrants:

- (a) to cancel, modify, suspend or delay the Contests;
- (b) to make changes to these Official Rules, whereupon all shall be bound by the terms and conditions as varied by Disney; or
- (c) to substitute, withdraw or cancel any Prize without disclosing any reason therefor and without any payment or compensation whatsoever.

9.2. Entrants agree to be bound by these Official Rules and by the decisions of Disney, which are final and binding in all respects.

9.3. Disney reserves the right at its sole discretion to disqualify any individual that it determines is tampering with the entry process or the operation of the Contests, engaging in any conduct that is detrimental or unfair to Disney, the Contests or any other Entrant, acting in breach or potential breach of these Official Rules and/or Disney's website use and access agreement, or is otherwise ineligible to enter or participate in the Contests. No correspondence and/or objection will be entertained.

9.4. These Official Rules have been prepared in the English language, which language shall govern the interpretation and construction of these Official Rules. Any translation of these Official Rules shall be for reference purposes only, and this English language version shall always prevail in the case of inconsistencies between the English language version and any translation.

9.5 These Contests are in no way sponsored, endorsed, administered by or associated with Instagram.

10. GOVERNING LAW AND JURISDICTION

10.1. The Contests and these Official Rules shall be governed by and construed in accordance with the laws of Singapore, without regard to the conflict of law's provisions therein. By participating in any of the Contests, an Entrant irrevocably submits to the exclusive jurisdiction of the courts of Singapore for the purpose of resolving any dispute, disagreement, difference, controversy or claim of any kind whatsoever arising under, out of, relating to or in connection with these Contests or these Official Rules.

10.2. These Official Rules are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore or otherwise, and no third party shall have any right to enforce any provision of these Official Rules.