

Terms of Use

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1. INTRODUCTION

Welcome to the Internet sites of the Disney Interactive Media Group (the "Sites"). The Sites include Disney.co.za and other Internet sites on which these terms are posted. The Sites are owned and operated by Disney Interactive Media Group, part of The Walt Disney Company Limited, a company registered in England and Wales (referred to herein as "we," "us," "our" or "Disney") with its registered office at 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom (registration number 00530051; VAT number 539293808).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY OF THE SITES. By using a Site or by clicking a box or a link that states that you accept or agree to these terms, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the Sites.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S REGISTRATION WITH ANY OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE OF THE SITES.

Note that special terms apply to some services offered on the Sites, like rules for particular contests or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

YOU ACKNOWLEDGE THAT THESE TERMS OF USE ARE SUPPORTED BY REASONABLE AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT SUCH CONSIDERATION INCLUDES YOUR USE OF THE SITES AND RECEIPT OF CONTENT, APPLICATIONS, MATERIALS AND INFORMATION AVAILABLE AT OR THROUGH THE SITES, THE POSSIBILITY OF OUR USE OR DISPLAY OF YOUR SUBMISSIONS (AS DEFINED BELOW IN SECTION 3, ENTITLED "SUBMISSIONS") AND THE POSSIBILITY OF THE PUBLICITY AND PROMOTION FROM OUR USE OR DISPLAY OF YOUR SUBMISSIONS.

SPECIAL TERMS FOR MOBILE

PLEASE [CLICK](#) TO SEE TERMS SPECIFIC TO ACCESSING A SITE FROM YOUR MOBILE DEVICE.

Mobile use will incur data and other charges. For more details [click here](#).

PLEASE CLICK ON THE LINKS BELOW TO VIEW ADDITIONAL TERMS AND CONDITIONS

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2. USING THE SITES AND CONTENT

The Sites are only for your personal use. You may not use the Sites for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

All information, materials, functions and other content and applications (including Submissions, as defined in Section 3, entitled “SUBMISSIONS”) (“Content”) contained on the Sites are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are owned by us and/or our licensors or licensees.

We may change the Sites or delete Content or features at any time, in any way, for any or no reason.

Except as we specifically agree in writing, no Content from any Site may be used other than as part of the Site, reproduced, transmitted, distributed or otherwise exploited in any way, except that where a Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer or mobile device (as applicable) for your personal, non-commercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for your own back-up purposes), or create any derivative works based on a Site or the Content, in whole or in part, and (c) do not use the Content in a manner that suggests an association with any of our products, services or brands. Any business use, “re-mailing” or high-volume, automated use of the Sites or transferring of any Content to any other computer or mobile device is prohibited.

In the event that we offer downloads of software on a Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) are licensed to you by us or third-party licensors for your personal, non-commercial home use only. We do not transfer title to the Software to you. Except as permitted under applicable law, you may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS OF USE SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY TRADEMARKS, SERVICE MARKS, TRADE NAMES OR OTHER PROPRIETARY RIGHTS IN THE SITES OR CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY. You undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title.

3. SUBMISSIONS

In these terms of use, we use the word “**Submissions**” to mean text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, program formats, characterisations, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively “Distribute”) on or through any of the Sites.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions. “**Solicited Submissions**” means those Submissions (a) that we expressly request or enable you to provide to us via any feature or activity on a Site for our review or display and possible specifically-defined consideration or compensation (collectively, “**Consideration**”) (such as prizes or other value in games, sweepstakes, contests and promotions); and (b) that you distribute on or through any of the Sites for which you do not seek Consideration (such as in our Guest Services and in Public Forums (as defined below in Section 7, entitled “PUBLIC FORUMS AND COMMUNICATION”)). “**Unsolicited Submissions**” are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph.

DO NOT DISTRIBUTE ANY UNSOLICITED SUBMISSIONS.

Our long-standing company policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials, so please do not distribute Unsolicited Submissions on or through any of the Sites. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by us or under the direction of us might seem to others to be similar to their own creative work.

If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions on or through any of the Sites, you do so even though there is no agreement whatsoever between us

regarding any consideration or review of your Unsolicited Submissions or any compensation or consideration of any type. In fact, you agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type.

Except as expressly stated in these terms of use, the provisions of these terms of use apply equally to Unsolicited Submissions and Solicited Submissions. Accordingly, we, our licensees, distributors, agents, representatives and other authorised users shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorised users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide licence under all copyright, trade marks, patents, trade secrets and other intellectual property rights you own or control, to use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorise, comment on, broadcast, stream, edit, alter, modify (including, without limitation, removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), adapt, translate, create derivative works based upon and publicly perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on Disney group sites, on third party web sites, on our broadcast and cable networks and stations, and on our broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes in any media format and through any media channels including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the “**Submissions Licence**”).

By communicating a Submission, you represent and warrant that the Submission and your communication of that Submission conform to the Rules of Conduct (set forth below in Section 8 labeled “RULES OF CONDUCT”) and other requirements of these terms of use and that you own or have the necessary rights, licences, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorise us to exploit, such Submission in all manners contemplated by these terms of use (including the Submissions Licence). These terms of use (including the Submissions Licence) do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to Submissions.

To the extent that any Submissions submitted by you contain original songs or recordings, you hereby represent that you are a member of the applicable mechanical and/or performing rights society and that all musical compositions (including lyrics) contained in such Submissions are available for licensing to us (and our licensees, distributors, agents, representatives and other authorised users) directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any such society, you hereby grant us (and our licensees, distributors, agents, representatives and other authorised users) a perpetual, non-exclusive,

irrevocable, fully paid, royalty free, sub licensable and transferable worldwide licence to publicly perform each and every musical composition (including lyrics) and sound recordings contained in such Submissions.

To the extent that we solicit Submissions through features or activities on any of the Sites (including, without limitation, games, sweepstakes, contests, promotions and Public Forums (defined below in Section 7 labelled “PUBLIC FORUMS AND COMMUNICATION”) that require the use of our copyright works (in whole or in part), we hereby grant you a non-exclusive licence to create a derivative work using our copyrighted works (in whole or in part); provided however, that such licence shall be conditioned upon your assignment of all rights in the work you create to us (and our licensees, distributors, agents, representatives and other authorised users). If such rights are not assigned to us (and our licensees, distributors, agents, representatives and other authorised users), your licence to create material using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use.

You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way. To the extent any “moral rights,” “ancillary rights,” or similar rights in or to the Submissions exist and are not exclusively owned by us and to the extent you are able to do so under applicable law, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorised users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

Without limiting the scope of the Submissions Licence or any future grant of rights, consents, agreements, assignments and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

4. ACCESSING A SITE FROM YOUR MOBILE DEVICE

To access a Site from your mobile device, and to licence and download Content from the Site you must have (i) permission from the person that pays the bill, (ii) a WAP-compatible mobile device, (iii) activated the WAP facility through your network provider, and (iv) sufficient credit as a customer of a network provider.

CHARGES FOR USING A SITE FROM YOUR MOBILE DEVICE

All fees and costs incurred when using a Site from your mobile device are collected via your mobile account. This means that your network provider collects the respective amount from you on our behalf and forwards it subsequently to us.

DATA CHARGES

When you access any of the Sites from your mobile device, your network provider's standard messaging, data and other rates and fees will apply. You should check with your network provider to find out what plans are available and how much they cost.

In addition, downloading, installing, or using certain services provided by us through your mobile device (the "Mobile Services") may be prohibited or restricted by your network provider, and not all Mobile Services may work with all network providers or devices. You should check with your network provider to find out if the Mobile Services are available for your mobile device, and what restrictions, if any, may be applicable to your use of such Mobile Services.

ADDITIONAL CHARGES

We may make Content, such as games, available on the Sites for you to licence and download. When purchasing a licence to use and download certain Content from a Site charges in addition to the standard data charges referred to above may apply to such Content ("Additional Charges"). Any Additional Charges will be advised to you clearly on the Sites before you complete the relevant licence purchase. The Additional Charges are displayed inclusive of value added tax (VAT) and similar consumption taxes, and are subject to change.

We may offer certain Content free of Additional Charges, or at reduced Additional Charges, in respect of which you may be required to watch an advertisement or receive other marketing before or after you use such Content. By accessing, downloading or otherwise using such Content, you consent to receiving such advertisement or other marketing communication each time you use the relevant Content. If you no longer wish to receive such advertisements or other marketing communications you should stop using the Content and delete it from your mobile device.

Each time you use a Content online, your normal network provider rates will apply in the manner explained in the "Data Charges" Section above and we will notify you of this each time you have to go online to use such Content.

LICENSING OF MOBILE CONTENT

To licence any mobile Content available on the Sites, follow the instructions displayed. You make a binding offer to licence the chosen Content for the price displayed (if applicable) by clicking on the relevant link or button.

Please ensure that you have chosen the correct Content before clicking on the relevant link or button as the Sites do not allow you to change your order once you have clicked.

If Disney accepts your offer the chosen Content will be available to you on your mobile device. You will be charged the appropriate Additional Charges if applicable and data charges as displayed on the Sites. You may need to save the Content to your mobile device after it has been delivered to you. Saved Content will be available to you until deleted by you or until you exchange or dispose of your mobile device. Once you have deleted Content from your mobile device it will not be replaced.

Disney will provide you with an opportunity in respect of your purchase of Content to – (i) review the entire transaction; (ii) correct any mistakes; and (iii) withdraw from the transaction, before finally placing the order.

YOU ACKNOWLEDGE AND AGREE THAT ONCE CONTENT IS LICENSED TO YOU AS DESCRIBED IN THESE TERMS OF USE WE WILL COMMIT TO PROVIDE THE RELEVANT SERVICES TO YOU IMMEDIATELY.

Disney will take reasonable steps to secure your payment information. Disney uses a payment system that is sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

South African residents are subject to exchange control and shall ensure that all purchases made by them via the Sites are in compliance with South African Exchange Control Regulations.

Except as may be permitted by law, Content is not exchangeable or refundable.

5. ACCOUNTS

A Site may require you to create an account to participate in certain activities or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the “Registration Data”). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph, or providing false details for a parent or guardian, where our registration process requires such information. **YOU ACKNOWLEDGE AND AGREE THAT WE MAY TAKE STEPS TO VERIFY THE ACCURACY OF INFORMATION YOU PROVIDE, INCLUDING MAKING SPOT CHECKS OF ANY MOBILE NUMBER YOU MAY PROVIDE FOR A PARENT OR GUARDIAN.** You also agree to promptly notify us at the address set out in Section 18 of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any of the Sites. In addition, you agree to exit from your account at the end of each session.

We may suspend or terminate your account and your ability to use the Sites or portion thereof for impersonating any person or entity or otherwise misrepresenting your identity, for otherwise failing to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

6. DISNEY POINTS SCHEME

We may from time to time offer a scheme where you can earn points for spending time on the Sites, downloading content or participating in activities on the Sites (the “Points Scheme”). These points can be exchanged for Content that we offer to you through the Points Scheme.

When the Points Scheme is available, details of it, and how you may earn points, will be posted on the relevant Sites. We reserve the right to amend the terms of, or remove the Points Scheme at any time in our absolute discretion, with or without notice to you.

7. PUBLIC FORUMS AND COMMUNICATION

“Public Forum” means an area, site or feature offered as part of aSite that enables users or visitors of the Site to Distribute Submissions for viewing by one or more users or visitors to the Site, including a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, e-mail function (including electronic greeting cards and send-to-a-friend e-mails).

YOU ACKNOWLEDGE THAT PUBLIC FORUMS AND FEATURES OFFERED THEREIN ARE USUALLY FOR PUBLIC AND NOT PRIVATE COMMUNICATIONS.

Please keep in mind that whenever you give out personal information online through a Public Forum, that information can be collected and used by people you don't know. We cannot guarantee the security or privacy of any information you choose to disclose through any of these media; you make such disclosures at your own risk. We recommend that you do not give out personal information (e.g. telephone, e-mail, or home address) about yourself or anyone else through a Public Forum. Section 17 below provides details of our Privacy Policy (e.g. for personal information supplied during registration to participate in a Public Forum).

You are and shall remain solely responsible for the Submissions you Distribute on or through any of the Sites submitted and/or posted under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same.

YOU ACKNOWLEDGE THAT THE USE OF ANY SUBMISSION POSTED IN ANY PUBLIC FORUM IS AT YOUR OWN RISK. FOR EXAMPLE, WE ARE NOT RESPONSIBLE FOR, AND WE DO NOT ENDORSE, THE OPINIONS, ADVICE OR RECOMMENDATIONS POSTED OR SENT BY USERS IN ANY PUBLIC FORUM AND WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

We reserve the right to screen, refuse to post, remove or edit Submissions at any time and for any or no reason including, without limitation, if your Submission fails to conform to the Rules of Conduct, in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. If we elect to screen Submissions, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your Submissions including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

When participating in a Public Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. Information obtained in a Public Forum may not be reliable, and it is not a good idea to take any

action, including to trade or make any investment decisions, based solely or largely on information you cannot confirm. We cannot be responsible for the accuracy of any Submissions contained in a Public Forum, and we shall not be responsible for any trading, investment, or any other decisions made or actions taken or not taken based on such information or content.

Your ability to access and browse Public Forums and/or to submit and/or post Submissions within a Public Forum may be subject to certain age restrictions and/or related procedures or terms and conditions that we may revise in our sole discretion at any time and for any reason. Any such age restrictions, procedures and terms and conditions will be posted within the Public Forum, as applicable.

8. RULES OF CONDUCT

The following Rules of Conduct apply to the Sites. By using the Sites, you agree that you will not Distribute any Submission that:

1. (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms any person or entity;
2. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
3. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
4. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);

5. contains a virus or other harmful component, or otherwise tampers with, impairs or damages any of the Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites;
6. is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; or
7. does not generally pertain to the designated topic or theme of the relevant Public Forum.

YOU ACKNOWLEDGE AND AGREE THAT WHEN USING THE SITES, YOU MAY BE EXPOSED TO SUBMISSIONS FROM A VARIETY OF SOURCES, AND THAT WE ARE NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH SUBMISSIONS.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these terms of use, and you may be exposed to Submissions that are inaccurate, offensive, indecent or otherwise objectionable. **AS BETWEEN YOU AND US, YOU HEREBY ASSUME ALL RISK OF HARM OR INJURY RESULTING FROM ANY SUCH LACK OF COMPLIANCE.**

9. COOPERATION; REMOVAL OF SUBMISSIONS

Without prejudice to any of our other rights under these terms of use or at law, we reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any of the Sites that violates these terms of use (including the Rules of Conduct) and (b) to the extent we are able to do so under applicable law, identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these terms of use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including the Sites. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

If you consider that a Submission does not conform to these terms of use (including the Rules of Conduct), you may report the Submission to us, following the process set out on the Sites. Following such a report, we may (but shall not be obliged to) take such action as we consider appropriate in our absolute discretion.

10. DISCLAIMERS

THE INFORMATION, CONTENT AND MATERIALS ON THE SITES ARE PROVIDED "AS IS" AND WE GIVE NO REPRESENTATION AND WARRANTY IN RESPECT OF SUCH INFORMATION, CONTENT AND MATERIALS. IN PARTICULAR, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON THE SITES (INCLUDING, WITHOUT LIMITATION, SUBMISSIONS) ARE ACCURATE, COMPLETE OR CURRENT OR WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVERS OR ANY SOFTWARE OR OTHER DEVICE THAT MAKES SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, **YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.** WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO THE SITES, INCLUDING, WITHOUT LIMITATION, SUBMISSIONS, OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM ANY OF THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. PLEASE NOTE, HOWEVER, THAT THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

The Sites may contain (or you may be sent through a Site) links to other sites ("Third Party Sites") as well as articles, advertisements, photographs, text, graphics, pictures, designs, music, sound, information applications software and other content or items originating from third parties ("Third Party Content"). **WE EXPLICITLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, APPROPRIATENESS OR AVAILABILITY OF INFORMATION, CONTENT AND MATERIALS FOUND ON THIRD PARTY SITES OR IN THIRD PARTY CONTENT. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCTS OR SERVICES THAT YOU PURCHASE FROM A THIRD PARTY SITE THAT LINKS TO OR FROM A SITE OR THIRD-PARTY INFORMATION, CONTENT OR MATERIALS CONTAINED ON OUR SITES (INCLUDING, WITHOUT LIMITATION, SUBMISSIONS CONTAINED IN PUBLIC FORUMS).** We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any Third-Party Site or any Third Party Content. CONSEQUENTLY, WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE THIRD PARTY SITES OR ANY OTHER SITES LISTED IN ANY OF OUR DIRECTORIES OR ANY THIRD PARTY CONTENT **AND CANNOT BE HELD RESPONSIBLE FOR THE CONTENT, AVAILABILITY, ACCURACY, RELEVANCE, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN ANY THIRD PARTY SITE OR THIRD PARTY CONTENT** AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION, CONTENT OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE TO ANY THIRD

PARTY. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON OUR SITES (INCLUDING, WITHOUT LIMITATION, SUBMISSIONS), ON THIRD PARTY SITES OR IN ANY THIRD PARTY CONTENT, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO ANY THIRD PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

Furthermore, any Content dealing with health or medical matters is not intended to be a substitute for professional medical advice. Always seek the advice of your doctor with any questions you may have regarding a medical condition. If you think you may have a medical emergency, call your doctor or the emergency services immediately. **RELIANCE ON ANY INFORMATION APPEARING ON THE SITES IS STRICTLY AT YOUR OWN RISK.**

11. RESPONSIBILITY FOR YOUR ACCOUNT(S)

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). **YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD US, OUR GROUP UNDERTAKINGS (AS DEFINED UNDER THE COMPANIES ACT 1985), AND OUR AND OUR GROUP UNDERTAKINGS' LICENSORS, LICENSEES, DISTRIBUTORS, AGENTS, REPRESENTATIVES AND OTHER AUTHORISED USERS, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS, AND ALL OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, PENALTIES, FINES, EXPENSES AND COSTS (INCLUDING SETTLEMENT COSTS AND ANY LEGAL OR OTHER FEES AND EXPENSES FOR INVESTIGATING OR DEFENDING ANY ACTIONS OR THREATENED ACTIONS) INCURRED BY ANY INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF ANY BREACH BY YOU OF THESE TERMS OF USE OR CLAIMS ARISING FROM YOUR USE OF THE SITES AND/OR YOUR ACCOUNT(S).** You shall use your best efforts to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

12. OUR LIABILITY

WE DO NOT LIMIT IN ANY WAY OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR OUR FRAUDULENT

MISREPRESENTATION OR CONCEALMENT OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.

SUBJECT TO APPLICABLE LAW WE, OUR GROUP UNDERTAKINGS, OUR AND OUR GROUP UNDERTAKINGS' LICENSORS OR LICENSEES, AND THEIR RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, DO NOT ACCEPT LIABILITY FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES SUFFERED BY IN CONNECTION WITH YOUR USE OF ANY SOFTWARE, APPLICATION, DEVICE OR ANY OTHER MATERIAL PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF THE SITES, OR FOR ANY LOSS WHICH IS NOT A DIRECT AND REASONABLY FORSEEABLE CONSEQUENCE OF THE (A) USE OF, OR THE INABILITY TO USE, THE SITES OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITES OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHERE YOU USE THE SITES FOR THE MOBILE SERVICES WE ARE NOT LIABLE IN ANY WAY FOR ANY FAILURE OF THE SITES OR MOBILE SERVICES INCLUDING WHERE YOUR MOBILE DEVICE IS NOT COMPATIBLE WITH THE CONTENT YOU HAVE ORDERED, FOR ANY CONNECTIVITY FAILURE OF YOUR MOBILE DEVICE OR WHERE YOU PROVIDE AN INCORRECT DEVICE NUMBER.

WE MAY CHANGE THE SITES OR DELETE CONTENT OR FEATURES OR ANY SERVICES PROVIDED THROUGH THE SITES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. EVENTS BEYOND OUR REASONABLE CONTROL

We will not be liable or held responsible for any delay or failure to comply with our obligations under these terms of use if the delay or failure arises from any cause which is beyond our reasonable control including, without limitation, acts by third parties such as network providers. This term does not affect your statutory rights as a consumer.

14. LAW AND JURISDICTION

These terms of use shall be governed by and construed in accordance with the laws of England and Wales, and the courts of London, England shall have exclusive jurisdiction in respect of any actions or claims under these terms of use and you hereby consent and submit to the personal jurisdiction of such courts; provided that nothing herein shall prevent the application and enforcement of mandatory and applicable law before courts or tribunals of competent jurisdiction

in countries where applicable laws specifically provide for such jurisdiction and where it is not lawful for you to waive your rights to seek relief before such courts or tribunals under applicable local laws. We make no representation that information, content and materials on the Sites (including Submissions) are appropriate or available for use in any particular location. If you choose to access the Sites you do so on your own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

15. AMENDMENTS TO THESE TERMS OF USE

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms of use at any time on both a temporary and permanent basis. In the event that we do so, we will notify you of any such change, modification, addition, or deletion by sending you an e-mail at the last e-mail address that you provided us, and/or by prominently posting notice of the any such change, modification, addition, or deletion on the Sites. Any such change, modification, addition, or deletion will be effective upon the earlier of seven (7) calendar days following our dispatch of an electronic notice to you or seven (7) calendar days following our posting of such notice on the Sites covered by these terms of use. If you do not agree to any permanent change you may cancel your account.

Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes, modifications, additions, or deletions described in the notice.

16. TERMINATION

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of the Sites and destroying all materials obtained from the Sites and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise.

We may immediately terminate these terms of use with respect to you (including your access to the Sites and any and all Disney Group sites) in our absolute discretion including, without limitation, if you breach or fail to comply with any material term or provision of these terms of use. Upon termination, you must cease use of the Sites and destroy all materials obtained from the Sites and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of your account, at our sole discretion, and you may be reported to appropriate law-enforcement agencies.

The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

17. PRIVACY POLICY

A Site may solicit Submissions through features or activities e.g competitions or Public Forums. If we solicit and you provide personally identifiable information as part of any Submission (excluding Public Forums where you choose to disclose personal information to the public as described in Section 7 above) our Privacy Policy will usually apply or such Privacy Policy as specified on a Site at the point of collection.

Please see our Privacy Policy for other information regarding the way in which we collect and store any personal information you provide to us when you use the Sites.

18. GENERAL PROVISIONS

If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. If you breach these terms of use and we take no action against you, we will not be considered to have given up our rights in respect of your breach and we will also still be entitled to use our rights and remedies in any other situation where you breach these terms of use.

Except where expressly provided to the contrary, these terms of use are not intended to be for the benefit of, and shall not be enforceable by, any person who is not a party to it, under any applicable laws or otherwise, except that any of our group undertakings may enforce any provision of these terms of use as if it were a party to them.

These terms of use can be accessed by you at any time at <http://www.disney.co.za/DisneyChannel/tncs.html>.

If you have any queries you can write to us at:

Legal Department
Disney Interactive Media Group
3 Queen Caroline Street
London W6 9PE
United Kingdom

19. INTERCEPTION OF COMMUNICATIONS

You acknowledge that Disney and/or your third party network operator, as the case may be, may under the circumstances as prescribed in the Regulation of Interception of Communications and Provision of Communication Related Information Act, No 70 of 2002 (RICA), be required to intercept, block, filter, read, delete, edit, disclose and use communications sent or posted via the Sites or your network operator's network.

A copy of RICA is available at <http://www.info.gov.za/acts/2002/a70-02>