

Acknowledgments

By ordering Grad Nite tickets, the school official or other school designee, as applicable (each a “**School Representative**”), acknowledges that: (i) the School Representative has received and reviewed the 2023 Disneyland® Resort Grad Nite Policies & Expectations and Terms & Conditions (collectively, the “**Terms and Conditions**”); (ii) the School Representative will communicate these Terms and Conditions to all participating Grad Nite attendees including students and chaperones (“**Attendees**”); and (iii) the School Representative, on behalf of their school, agrees to these Terms and Conditions. By ordering Grad Nite tickets, the School Representative represents and warrants that they have the authority to make the foregoing acknowledgement on behalf of their school. Each School Representative also agrees to ensure that the school’s chaperones will help enforce these Terms and Conditions while attending the Grad Nite event with their school. No school will be allowed to order tickets without acknowledgment of these Terms and 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 and 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, 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 prior to departure, 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, Americans with Disabilities Act (ADA), 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.

Prepayment

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 confirm school's order for all Grad Nite tickets and wristbands. All payments must be made by Electronic ACH/Wire Transfer, Credit Card, Organizational Check, Money Order, or Cashier's Check, in accordance with payment instructions provided by Disney. All tickets are non-refundable and non-transferable. Disney shall have the right to immediately cancel the Grad Nite reservation for non-payment past the scheduled due date.

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. Parks, attractions, restaurants, experiences, and offerings may be modified or unavailable, may have limited capacity, and be subject to limited availability or even closure.

All Attendees must review the Health Acknowledgement at [Disneyland.com/Updates](https://www.disneyland.com/updates).

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By visiting the Disneyland® Resort, Attendees voluntarily assume all risks related to exposure to COVID-19. The State of California strongly recommends that all Guests complete their primary vaccination series or obtain a negative COVID-19 test prior to entering the *Disneyland*® Resort. Attendees should visit [Disneyland.com/Updates](https://www.disneyland.com/updates) for important information about visiting the *Disneyland*® Resort.