

PHOTO PROGRAM SUBMISSION RULES

By participating in this photo submission program (“Program”), you agree to be bound by these Submission Rules and the decisions of Ed Mirvish Enterprises Ltd., Autumn Smile US Tour Limited Liability Company, Autumn Smile Broadway Limited Liability Company and/or its designees (collectively, “Sponsor”), which are binding and final in all matters relating to the Program. Canadian law governs this Program.

1. ELIGIBILITY

This Program is open to any person 18 years of age or older, and any person ages 13-17 with the permission of a parent or legal guardian. No person under the age of 13 is eligible to participate. Void where prohibited by law.

2. SUBMISSIONS

Photos must be submitted by December 31, 2018 to be eligible for consideration. Photos must be of you only, portrait-style, front-facing, 1MB or larger, minimal background, unfiltered (no effects or filters from applications such as Snapchat, Instagram, etc.). You should not wear clothing with identifiable logos in the video. Photos must be “selfie” style; in other words, you must have taken the photo yourself. If you are under 18, your parent or legal guardian must give you permission to submit your photo, must read and agree to these rules, and must read the Release and sign (including electronic signatures) the Release where indicated.

3. HOW TO SUBMIT

Submissions must be submitted by the date and time specified above to be eligible for consideration. Submissions will not be acknowledged or returned. By submitting your photo, you agree that your submission conforms to these Submission Rules and your submission may be disqualified and/or rejected for any reason or no reason, at the sole discretion of Sponsor. To submit your photo, follow the instructions at mirvish.com/deh-mosaic-submission. You must enter all the requested information; read and agree to the Privacy Policy; read and agree to these Submission Rules; read, agree to, and sign (including electronic signatures) the Release; and upload your photo. You may only submit one photo total.

4. PHOTO SELECTION

Photos will be chosen at the sole and absolute discretion of Sponsor. There is no guarantee that your submission will be reviewed, chosen or used in any way even if it follows the submission guidelines. If your photo is chosen, you may not be notified. If your photo is not chosen, you may not be notified. Sponsor reserves the right to rescind the selection of any photo submission at any time for any reason or no reason. Whether or not your photo is selected, you are not eligible for, or entitled to, any compensation, acknowledgement or credit of any kind at any time.

5. PRIVACY

When you submit a photo, we may collect personally identifying information about you, including, without limitation, your name, complete mailing address, and email address. The information that you provide will be added to a centralized Sponsor database. By submitting and providing the required registration information, you acknowledge that Sponsor and/or its designees may send you information, samples, or special offers it believes may be of interest to you about its publications or other goods offered by Sponsor. For more information about how Sponsor uses the information you provide, see the Privacy Policy (<https://www.mirvish.com/privacy-policy>). IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, DO NOT SUBMIT A PHOTO.

6. GRANT OF RIGHTS

Without limiting the generality of the [Release](#) by submitting a photo, you grant permission to Ed Mirvish Enterprises Ltd., Autumn Smile US Tour Limited Liability Company, Autumn Smile Broadway Limited Liability Company, all other persons involved in the development or operation of the photo program and/or the musical titled *Dear Evan Hansen*, their agencies, parent companies, affiliates, subsidiaries, principals, managers, officers, directors, employees, and the successors, assigns, agents and licensees of each of the foregoing (all of them, collectively, the "[Licensed Parties](#)"), to use the photo (including the copyright in the photo), alter the photo, and to use your name, likeness, voice and biographical information for purposes of advertising and trade and all other commercial and non-commercial purposes, worldwide, in perpetuity, in all media and formats whether now or later known or developed, without further notice or compensation, unless prohibited by law. For more information on the rights you are granting by submitting a photo, see the [Release](#).

7. RELEASE AND LIMITATION OF LIABILITY

In addition to the release and limitations of liability that you must agree to by completing the **Release** (dearevanhansen.com/release), by submitting a photo, you release and agree to hold each of the Licensed Parties, all other persons involved in the development or operation of the Program and/or the musical *Dear Evan Hansen* and each of their successors and the directors, officers, employees and assigns of each of the foregoing (collectively, the “**Released Parties**”), harmless from and against any and all claims and liability arising out of your participation in the Program and submission of your photo, the operation of the Program, the acceptance or use of your photo or of your name, likeness, voice and/or biographical information as permitted hereunder, including without limitation any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by you or any other person or (b) based upon any allegation of violation of copyright, the right of privacy or right of publicity, misappropriation or violation of any other personal or proprietary right. You assume all liability for any injury or damage caused, or claimed to be caused, by participation in any promotion or use of your photo. The Released Parties are not responsible for any typographical or other error in the printing or display of the Program, administration of the Program or your photo submission or in the announcement of any selected photo, and are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete submissions, incorrect or inaccurate capture of, damage to, or loss of submissions or submission information, or any other human, mechanical or technical errors of any kind relating to the operation of the Websites www.dearevanhansen.com and www.mirvish.com, communications or attempted communications with any submitter, the submission, collection, storage and/or processing of submissions or the administration of the Program. You further agree that the Released Parties are not responsible for any unauthorized use of your photo, submission and/or submission information by third parties.

8. GENERAL RULES

Sponsor reserves the right to modify these Submission Rules or to modify, suspend or terminate any or all of the Program at any time in its discretion. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Program any individual for any reason or no reason. CAUTION: ANY ATTEMPT BY A SUBMITTER TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE

FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit photos is prohibited. A submitter may be required to provide proof (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the submission in question. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Program and/or to adjust any of the dates or time periods set forth herein for any reason or no reason in its sole discretion. All entries become the property of Sponsor and will not be verified or returned. By participating in the Program, submitters agree to be bound by these Submission Rules and the decisions of Sponsor, which are final and binding in all respects. These Submission Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

9. DISPUTES

By submitting a photo, each submitter agrees that any and all disputes, claims and causes of action arising out of or relating to the Program, or otherwise between the submitter and the Sponsor, shall be resolved through final and binding arbitration. Such arbitration shall be in lieu of any trial before a judge and/or jury, and each submitter expressly waives all rights to have such disputes resolved via trial before a judge and/or jury. Binding arbitration will be conducted in Toronto, Ontario in accordance with the rules and regulations of JAMS. The arbitration shall be conducted on a strictly confidential basis, and no party shall disclose or publish (or cause the disclosure or publication of) the existence, content or nature of any demand letter, claim, proceeding, action, or outcome, or documents, exhibits, or information exchanged or presented in connection therewith, to any third party. All submitters hereby irrevocably consent to the exclusive jurisdiction of the provincial and federal courts in Toronto, Ontario and agree to venue in that jurisdiction solely to enforce the terms of any arbitration hereunder. Notwithstanding anything herein to the contrary, any such arbitration award shall not be subject to the appeals procedure of JAMS or any other tribunal. All issues and questions concerning the construction, validity, interpretation and enforceability of these Submission Rules or the rights and obligations of the submitters and Sponsor in connection with the Program shall be governed by, and construed in accordance with the laws of the Province of Ontario in Canada without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Province of Ontario. In the event of any conflict between these Submission Rules and any Program information provided elsewhere (including but not limited in advertising or marketing materials), these Submission Rules shall prevail, provided that the Release and the Privacy Policy shall apply in addition to these Submission Rules.