

挑战赛条款与条件

Competition Terms and Conditions

迪士尼幻想工程上海挑战赛条款与条件 Disney Imaginations Shanghai Design Competition Terms and Conditions

2024 年 11 月 13 日公布
As of November 13, 2024

请仔细阅读。
PLEASE READ CAREFULLY.

迪士尼幻想工程上海挑战赛是由上海国际主题乐园有限公司和上海国际主题乐园配套设施有限公司（统称为“上海迪士尼度假区”），和华特迪士尼幻想工程——上海创建和管理的设计比赛，致力于寻找和培育下一代多元化的主题乐园设计师。

Disney Imaginations Shanghai is a design competition created and administered by the Shanghai International Theme Park Company Limited and the Shanghai International Theme Park Associated Facilities Company Limited (collectively “Shanghai Disney Resort”), and Walt Disney Imagineering Shanghai for the purpose of seeking out and nurturing the next generation of diverse theme park designers.

通过参与迪士尼幻想工程上海挑战赛，您（“您”和“您的”）同意以下条款和条件（“条款”）：

By participating in Disney Imaginations Shanghai, you (“You” and “Your”) agree to the following terms and conditions (“Terms”):

1. **参赛资格。**要参加迪士尼幻想工程上海挑战赛，每个参与者和团队（定义如下）都必须符合“迪士尼幻想工程上海挑战赛网页”（“网页”）(网页地址现为 <https://shcorporate.shanghaidisneyresort.com>) 及任何后续网页上规定的参赛资格要求，包括本“条款”中规定的任何要求（统称“资格要求”）。

Eligibility. In order to participate in Disney Imaginations Shanghai, every individual participant and Team (as defined below) must meet the applicable eligibility requirements set forth on the Imaginations Design Competition website, currently located at <https://shcorporate.shanghaidisneyresort.com> (and any successor site thereto) (“Website”), including any requirements set forth in these Terms (collectively, “Eligibility Requirements”).

- a) **参与者资格。**每位迪士尼幻想工程上海挑战赛的参赛者必须是：（i）现居中国内地的学生和（ii）十八（18）周岁及以上。符合上述要求的个人在此称为“合格参与者”。

Participant Eligibility. Each Disney Imaginations Shanghai participant must be: (i) a resident of Mainland China; and (ii) aged 18 years old & above. Individuals who meet the aforementioned requirements are referred to herein as “Eligible Participants”.

- b) **团队资格。**“合格参与者”必须与一（1）名或更多其他“合格参与者”（统称为“团队”）一起参加迪士尼幻想工程上海挑战赛。每个“团队”必须：（i）由不少于两（2）名合格参与者但不超过四（4）名“合格参与者”组成；（ii）能够参加迪士尼幻想工程上海挑战赛的所有必要阶段。“合格参与者”不可在多于一个的“团队”中。

Team Eligibility. Eligible Participants must participate in Disney Imaginations Shanghai with one (1) or more other Eligible Participants (collectively, “**Team**”). Each Team must: (i) be comprised of no less than two (2) Eligible Participants and no more than four (4) Eligible Participants; and (ii) be available to participate in all required stages of Disney Imaginations Shanghai. Eligible Participants may not be on more than one Team.

- c) 参加迪士尼幻想工程上海挑战赛的每个“团队”必须遵守“网页”上规定的申请要求和截止日期。

Each Team participating in Disney Imaginations Shanghai must adhere to the application requirements and deadlines set forth on the Website.

“上海迪士尼度假区”的现任或前任幻想工程师及其直系亲属，以及正在或曾经与上海迪士尼度假区的幻想工程师合作过的承包商及其近直系亲属不具备参加迪士尼幻想工程上海挑战赛的资格。

Current or former employees working as, or who have worked as, Imagineers at Shanghai Disney Resort and their immediate family, as well as current or former contractors who have worked with Imagineers at Shanghai Disney Resort and their immediate family, are not eligible for the Disney Imaginations Shanghai design competition.

2. **申请规则。**不完整和/或不符合“网页”规定的任何申请要求的团队申请将有可能不被接受，包括但不限于未明确指出每个“合格参与者”当前在校情况或毕业状态、表现、主修和辅修的课程申请。提交此类不合格申请的“团队”也将有可能失去参加迪士尼幻想工程上海挑战赛的资格。

Application Guidelines. Team applications that are incomplete and/or do not comply with any of the application requirements set forth on the Website, including, but not limited to, applications that do not clearly indicate each Eligible Participant’s current enrollment or recent graduation status, standing and major or minor concentration, may be disqualified and the Team submitting the non-conforming application may also not be eligible to participate in Disney Imaginations Shanghai.

3. 提交规则

Submission Guidelines.

- a) “团队”提交的任何参与迪士尼幻想工程上海挑战赛的项目，包括其中包含的任何想法、发明或其他知识产权（统称为“**提交项目**”），必须是原创的，并且完全是“团队”的产品。

Any Disney Imaginations Shanghai project submission, including any ideas, inventions or other intellectual property contained therein (collectively, “**Submission**”) submitted by a Team must be original and solely the work of the Team.

- b) 所有“提交项目”必须符合“网页”上的“项目提交”规则。

All Submissions must comply with the “Project Submission” guidelines located on the Website.

- c) 每个“团队”只能递交一份提交项目。

Only one Submission per Team will be accepted.

- d) 如果“上海迪士尼度假区”允许使用“迪士尼”这一名称（单独或与其他文字或名称一起使用）或任何臆造词商标、版权、商标、商号、服务标志、或任何其他迪士尼拥有、控制或有许可权的角色、设计或任何其他知识产权（如下文第 8 章（b）段所定义），也仅限于用于“提交项目”，且“上海迪士

尼度假区”或迪士尼均不向您或任何“团队”授予任何前述内容或其中的任何其他权利、所有权、利益或许可权。

If so permitted by Shanghai Disney Resort, any right to use the name “Disney,” (either alone or in conjunction with or as part of any other word or name) or any fanciful marks, copyrights, trademarks, trade names, service marks, characters or designs or any other intellectual property owned, controlled or licensed to Disney (as defined in paragraph (b.) of Section 8 below) shall be solely limited to inclusion in the Submission and neither Shanghai Disney Resort nor Disney grants You, or any Team, any other right, title, interest or license to or in any such items.

- e) 任何“团队”不得在“提交项目”中使用或包括任何第三方个人或实体所有或控制的名称、版权、商标、商号、服务标志、角色、设计或任何其他知识产权。

Teams must not use or include any name, copyrights, trademarks, trade names, service marks, characters or designs, or any other intellectual property owned or controlled by any third party person or entity in their Submission.

- f) 任何“团队”不得在“提交项目”中使用或包括通过任何人工智能系统（包括但不限于 ChatGPT、Stable Diffusion、Dall-e 或类似系统）创建或生成的任何材料。

Teams must not use or include any materials created or generated by any artificial intelligence system (including, but not limited to ChatGPT, Stable Diffusion, Dall-e, or the like) in their Submission.

4. 评选

Judging

所有“提交项目”将由“上海迪士尼度假区”评选，“网页”上有更为详细的介绍。每个有资格参加迪士尼幻想工程上海挑战赛终审轮（“决赛团队”）的团队将由“上海迪士尼度假区”全权依据“团队”提交的“提交项目”内容选定。“决赛团队”将在“上海迪士尼度假区”举办的最后一场比赛中提交他们的“提交项目”并争夺迪士尼幻想工程上海挑战赛冠/亚/季军。

All Submissions will be judged by Shanghai Disney Resort as more fully set forth on the Website. Each Team eligible to participate in the final round of Disney Imaginations Shanghai (“Finalist Team”) will be selected by Shanghai Disney Resort solely based on the Team’s Submission. Finalist Teams will present their Submissions and compete for first/second/third place at the final Disney Imaginations Shanghai event hosted at Shanghai Disney Resort.

5. 奖励

Award

- a) 每支“决赛团队”在其相应的授权大学代表的陪同下，将获得为期一天的沉浸式上海迪士尼度假区之旅，其中包括：（i）幻想工程师引领的上海迪士尼度假区幕后之旅；（ii）主题公园设计原则和演讲技巧研讨会；（iii）在“上海迪士尼度假区”实习的面试机会（任何实习机会或其他就业机会的实现都明确取决于符合条件的参与者在中国内地的就业资格）。

Each Finalist Team, accompanied by their corresponding authorized university representatives, will be awarded an immersive 1-day trip to Shanghai Disney Resort, including: (i) a behind-the-scenes tour of Shanghai Disney Resort by Imagineers; (ii) a workshop on theme park design principles and presentation skills; and (iii) the

opportunity to be interviewed for an internship at Shanghai Disney Resort (any offer of an internship or other employment opportunity is expressly contingent on the Eligible Participant's eligibility for employment in Mainland China).

- b) 最终获胜的“决赛团队”（根据上述第 4 条规定，由上海迪士尼度假区决定在上海迪士尼度假区举办的竞赛活动的决赛中获得第一名的“决赛团队”）将获得：（i）“团队”中每位“合格参与者”都将由上海迪士尼度假区资助，前往位于美国、日本、中国香港或中国上海的华特迪士尼幻想工程进行学习观摩（访问华特迪士尼幻想工程的时间和地点等具体信息将另行公布）；（ii）获奖团队的每位“合格参与者”有机会在面试后获得在“上海迪士尼度假区”的实习机会（任何实习机会或其他就业机会的实现都明确取决于符合条件的参与者在**中国内地**的就业资格）；和（iii）奖励该“团队”10000 元人民币的现金，获奖“团队”中每位“合格参与者”将平均分配该金额。

The winning Finalist Team (the Finalist Team to come first at the final event hosted at Shanghai Disney Resort as determined by Shanghai Disney Resort pursuant to Section 4 above) will receive: (i) a behind-the-scenes tour funded by Shanghai Disney Resort to Walt Disney Imagineering located in the United States, Japan, Hong Kong China or Shanghai China for each Eligible Participant on the Team (details of the visit to the Walt Disney Imagineering including the time and location will be announced at a later date); (ii) the opportunity for each Eligible Participant to be interviewed for an internship opportunity with Shanghai Disney Resort (any offer of an internship or other employment opportunity is expressly contingent on the Eligible Participant's eligibility for employment in Mainland China); and (iii) a cash payment of 10000 RMB to be awarded to the winning team to be split equally among each Eligible Participant on the Team.

- c) 亚军团队将获得：（i）获奖团队的每位“合格参与者”有机会在面试后获得在“上海迪士尼度假区”的实习机会（任何实习机会或其他就业机会的实现都明确取决于符合条件的参与者在**中国内地**的就业资格）；和（ii）奖励该“团队”5000 元人民币的现金，获奖“团队”中每位“合格参与者”将平均分配该金额。

The Second Place Team will receive: (i) the opportunity for each Eligible Participant to be interviewed for an internship opportunity with Shanghai Disney Resort (any offer of an internship or other employment opportunity is expressly contingent on the Eligible Participant's eligibility for employment in Mainland China); and (ii) a cash payment of 5000 RMB to be awarded to the winning team to be split equally among each Eligible Participant on the Team.

- d) 季军团队将获得：（i）获奖团队的每位“合格参与者”有机会在面试后获得在“上海迪士尼度假区”的实习机会（任何实习机会或其他就业机会的实现都明确取决于符合条件的参与者在**中国内地**的就业资格）；和（ii）奖励该“团队”3000 元人民币的现金，获奖“团队”中每位“合格参与者”将平均分配该金额。

The Third Place Team will receive: (i) the opportunity for each Eligible Participant to be interviewed for an internship opportunity with Shanghai Disney Resort (any offer of an internship or other employment opportunity is expressly contingent on the Eligible Participant's eligibility for employment in Mainland China); and (ii) a cash payment of 3000 RMB to be awarded to the winning team to be split equally among each Eligible Participant on the Team.

上述第 5a) 和 5 b) 款中的 (i) 至 (iii) 项以及上述第 5 c) 和 5 d) 款中的 (i) 至 (ii) 项应统称为“奖励”。

Items (i) through (iii) in Clause 5 a), 5 b) and Items (i) through (ii) in Clause 5 c), 5d) above shall be referred to collectively as the “Award”.

6. “提交项目”所有权

Ownership of Submission

- a) 所有参加迪士尼幻想工程上海挑战赛的“合格参与者”、团队顾问和大学均理解并同意所有“提交项目”将成为“上海迪士尼度假区”或其关联公司的独家财产，且不会退还给“团队”或任何“合格参与者”。

In consideration for the opportunity to participate in Disney Imaginations Shanghai and be considered for the Award, all Eligible Participant members, Team Advisors and Universities understand and agree that all Submissions will become the sole property of Shanghai Disney Resort or its affiliates and will not be returned to the Team or any Eligible Participant.

- b) “上海迪士尼度假区”或其关联公司保留任何“提交项目”的全部权利，任何“合格参与者”、“团队”、团队顾问或大学对前述权利无任何期望和考量。

All rights to any Submission will be retained by Shanghai Disney Resort or its affiliates without expectation by any Eligible Participant, Team, Team Advisors or University of any other consideration

- c) 未经“上海迪士尼度假区”或其关联公司的事先批准，所有“合格参与者”、团队顾问和大学同意不向任何其他人员或实体披露“提交项目”或其中包含的想法、发明或其他知识产权。

All Eligible Participant members, Team Advisors and Universities agree not to disclose the Submissions or any ideas, inventions or other intellectual property contained therein to any other person or entity without prior approval of Shanghai Disney Resort or its affiliates.

- d) 各大学特此同意“上海迪士尼度假区”在“上海迪士尼度假区”唯一且独家酌情决定的情况下使用该大学的名称用于与迪士尼幻想工程上海挑战赛的广告和推广有关的事宜。

Each University hereby consents to Shanghai Disney Resort’s use of such University’s name in connection with the advertising and promotion of Disney Imaginations Shanghai at Shanghai Disney Resort’s sole and exclusive discretion.

7. 遵守和修改条款

Adherence to and Modification of Terms

- a) 所有“合格参与者”必须遵守“条款”以及网页所述的任何其他说明、要求（包括“资格要求”）、步骤、通知和其他规定。如果上海迪士尼度假区在其唯一且独有的裁量权下确定“合格参与者”未能按此遵守，可能会导致“合格参与者”或“团队”失去参赛资格。

All Eligible Participants must abide by these Terms and any other instructions, requirements (including the Eligibility Requirements), procedures, notices and other rules stated on the Website. Failure to do so, as determined by Shanghai Disney Resort at its sole and exclusive discretion, may result in the disqualification of any Eligible Participant or Team.

- b) “上海迪士尼度假区”保留自行决定随时随地修改、取消或以其他方式更改迪士尼幻想工程上海挑战赛及其“资格要求”、“条款”、“网页”、“奖励”，和任何其他迪士尼幻想工程上海挑战赛要求、规则或流程的权利，并恕不另行通知。

Shanghai Disney Resort reserves the right to modify, cancel or otherwise change Disney Imaginations Shanghai, the Eligibility Requirements, these Terms, the Website, the Award and any other Disney Imaginations Shanghai requirements, rules or processes without notice at any time and from time to time at its sole and exclusive discretion.

8. 其他

Miscellaneous

- a) 如果本“条款”与“网页”其他的规定发生冲突，以本“条款”为准。

In the event of a conflict between these Terms and anything contained elsewhere on the Website, these Terms shall prevail.

- b) 对于与由下列任何因素引起的权利主张相关的一切损失、损害、责任和开支（包括调解费用以及任何因调查或抗辩任何行为或威胁采取的行为而产生的任何法律或其他费用和开支），您特此同意为“上海迪士尼度假区”及其母公司、附属公司和子公司（以下统称“迪士尼”）以及任何授权代理人或代表辩护，并使其免受损害：（i）由于您违反这些“条款”；和（ii）与您在迪士尼幻想工程上海挑战赛中参与及行为有关。在适用法律允许的最大范围内，在任何情况下（包括但不限于疏忽），迪士尼都不会对您或任何其他人员或实体承担直接、间接、附带、特殊或结果性的损失承担责任，包括由于您参与迪士尼幻想工程上海挑战赛的参与而产生的人身伤害（包括死亡）以及任何性质的财产损失，即使“迪士尼”或“迪士尼”任何授权代表可预见此类损害的可能性。

You hereby agree to hold Shanghai Disney Resort, its parent, affiliate and subsidiary companies (collectively “Disney”) and any authorized agents or representatives of each exculpable from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) in connection with any claim arising out of: (i) any breach by You of these Terms; and (ii) Your participation in or conduct during Disney Imaginations Shanghai. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DISNEY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER ARISING OUT OF YOUR PARTICIPATION IN DISNEY IMAGINATIONS SHANGHAI EVEN IF FORESEEABLE BY DISNEY OR IF DISNEY OR ANY OF ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c) 本“条款”应在一切方面受“中国”法律（不包括其冲突法规则）管辖并据此进行解释。

These Terms shall be governed by and construed in accordance with the laws of the PRC without giving effect to any principals of conflicts of law.

- d) 当事人一方向另一方发出书面通知，要求双方和解达成协议后，在十四（14）天内未能友好解决的任何争议应提交中国国际经济贸易仲裁委员会（“CIETAC”），根据本条款修改的2015年1月1日起生效的中国国际经济贸易仲裁委员会仲裁规则（“CIETAC规则”）进行仲裁和最终裁决。如果CIETAC规则与本条款有任何不一致之处，以本条款为准。就本“条款”而言，指本“条款”、本“条款”的解释或实施、本“条款”项下任何权利的行使、本“条款”项下任何义务的履行或者本“条款”的违反、

终止或无效项下发生的、因前述任何一项而发生的或者与前述任何一项有关或相关的任何类型的任何争议、争端或分歧。

Any Dispute which is not resolved amicably by the parties within fourteen (14) days after written notice by one party to the other party requesting that amicable settlement is attempted shall be referred to the China International Economic and Trade Arbitration Commission ("CIETAC") for final resolution by arbitration under the CIETAC Arbitration Rules, effective January 1, 2015 (the "CIETAC Rules"), as modified by this Clause. In the event of any inconsistency between the CIETAC Rules and this Clause, this Clause shall prevail. For the purpose of these Terms, Dispute means any dispute, difference, controversy or claim of any kind whatsoever arising under, out of or relating to or in connection with these Terms, the interpretation or implementation of these Terms, the exercise of any rights, or the performance of any obligations, arising under these Terms or the breach, termination, or invalidity of these Terms.

仲裁条款的法律是中华人民共和国的法律。仲裁地为北京。CIETAC 规则第五十六至六十四条规定的简易程序条款不适用。仲裁庭由三（3）名仲裁员组成，每一方应指定一（1）名仲裁员。第三名仲裁员应担任主席仲裁员，由两（2）名如此任命的仲裁员任命，但如果第二名仲裁员被任命后二十（20）天内未就第三名仲裁员的身份达成协议仲裁员，第三名仲裁员应按照 CIETAC 的规定任命。任何仲裁员都可以从 CIETAC 仲裁员小组之外任命。如果有两个或两个以上的索赔人和/或答复者，而且索赔人方或答辩方在收到仲裁通知之日起二十（20）日内未能共同提名一名仲裁员，则 CIETAC 主席应指定未能任命仲裁员的一方的仲裁员。CIETAC 规则第二十九条第（三）款不适用。主审仲裁员不得是中华人民共和国公民或国民（不包括香港、澳门和台湾）。口头听证会将在上海举行。仲裁语言应为英文。所有提交的文件和口头提交的内容必须使用英文。任何希望用任何其他语言的文件或证人证据的当事人应在提供原始语言版本的同时，向另一方和仲裁员提供准确的英文译文或翻译。在没有这种英文翻译或口译的情况下，这些证据将不予理会。

The law of the arbitration clause shall be the Laws of the People's Republic of China. The place of the arbitration shall be Beijing. The Summary Procedure provisions set forth in Articles 56 through 64 of the CIETAC Rules shall not apply. The arbitral tribunal shall consist of three (3) arbitrators, and each party shall appoint one (1) arbitrator. The third arbitrator, who shall act as Presiding Arbitrator, shall be appointed by the two (2) arbitrators so appointed, provided that if no agreement is reached as to the identity of the third arbitrator within twenty (20) days after appointment of the second arbitrator, the third arbitrator shall be appointed in accordance with the CIETAC Rules. Any arbitrator may be appointed from outside of CIETAC's panel of arbitrators. If there are two or more claimants and/or respondents, and the claimant side or the respondent side fails to jointly nominate one arbitrator within twenty (20) days from the date of its receipt of the notice of arbitration, the Chairman of CIETAC shall appoint an arbitrator for the side that has failed to appoint an arbitrator. Article 29(3) of the CIETAC Rules shall not apply. The Presiding Arbitrator shall not be an individual who is, or was at any time in his or her lifetime, a citizen or national of the People's Republic of China, excluding Hong Kong, Macau and Taiwan. Oral hearings shall be held in Shanghai. The language of the arbitration shall be English. All documents filed, and all oral submissions must be in English. Any party wishing to rely on documentary or witness evidence in any other language shall provide an accurate English interpretation or translation of the same to the other party and to the arbitrators, at the same time as the original language version is provided. In the absence of such English translation or interpretation, such evidence shall be disregarded.

- e) 如果本“条款”中的任何条款被具有司法管辖权的法院认定为无效或不可执行，则这些无效或不可执行的条款应从本“条款”的剩余其它条款中分离出来，本“条款”的剩余其它条款继续有效。

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

通过参加迪士尼幻想工程上海挑战赛，您确定您：（i）已阅读并理解本“条款”以及“网页”上的任何条款；和（ii）同意遵守本“条款”。如果您不同意本“条款”，您将不能参与迪士尼幻想工程上海挑战赛。

By participating in Disney Imaginations Shanghai, You represent that You: (i) have read and understand these Terms and any terms contained on the Website; and (ii) agree to abide by these Terms. If you do not agree with these Terms, you may not participate in Disney Imaginations Shanghai.