



MATCHING GIFTS PROGRAM TERMS AND CONDITIONS FOR EMPLOYEES

Disney is proud to support its cast members with their community outreach efforts by matching eligible charitable donations dollar-for-dollar from \$25 up to \$25,000, per eligible employee, per calendar year. The Disney Matching Gifts Program, managed by Disney's Enterprise Social Responsibility division, is part of Disney's commitment to encourage employees to financially support non-profit organizations that make a difference in the communities in which they work and live.

These Terms and Conditions for Employees ("Program Terms and Conditions") govern an employee's participation in the Disney Matching Gifts Program ("Matching Gifts Program").

ELIGIBILITY

The Matching Gifts Program is open to Eligible Employees of The Walt Disney Company and its affiliates and subsidiaries, within the United States of America.

Disney reserves the right, in its sole and absolute discretion, to change, suspend, revoke or terminate the Matching Gifts Program or the eligibility requirements of any Eligible Organizations, Eligible Donation, or Eligible Employee at any time without notice.

Eligible Employees

An eligible employee ("Eligible Employee") must be:

- A regular full-time or part-time employee of The Walt Disney Company and its affiliates and subsidiaries;
- Based in the U.S.; and
- Has completed 90 days of service with Disney.

In addition, for the purposes of these Program Terms and Conditions, non-employee active members of the Board of Directors of Disney shall be considered Eligible Employees for the Matching Gifts Program.

Eligible Donations

An eligible donation is a donation made by an Eligible Employee, that meets **ALL** of the following criteria ("Eligible Donation"):

- Eligible Employees must contribute directly to an Eligible Organization from financial assets that have already been paid (not pledged) to an Eligible Organization (as defined below) and are (i) the Eligible Employee's own financial assets or (ii) from a donor advised fund established with the Eligible Employee's name on the fund; and
- Donations must be paid in cash or by check, credit card, Venmo, Facebook Payments, PayPal, or publicly traded stock and subject to the following:

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- Cumulative donation(s) must constitute a minimum of \$25 to a single Eligible Organization, per calendar year; and
- Cumulative donations must not exceed a maximum \$25,000 across all supported Eligible Organizations per Eligible Employee, per calendar year.

Ineligible Donations

Ineligible Donations may include, without limitation, the following:

- Any donation that directly benefits the Eligible Employee or any family member;
- Donations for the private benefit of specified individuals;
- Pooled or collected donations reported as one donation, whether from family members, friends, consultants, fundraising activities, other Disney employees, other Eligible Employees, or others;
- Education expenses, including tuition, supplies, books, room and board, tutors, or other fees;
- Alumni organization dues and donations;
- In-kind donations of material items (*e.g.*, real estate, art, vehicles);
- Charity event sponsorships or entry fees (*e.g.*, run/walks, golf tournaments, triathlons, etc.);
- Fees for services or products when the payment is in exchange for something of more than nominal value, including, but not limited to, sponsorships, subscriptions, dues, memberships, event tickets (*e.g.*, athletic, cultural, social, fundraising and other), and charitable sales (*e.g.*, nonprofit store sales, sample sales, auction, raffle or other);
- Deferred donations, pledges, bequests or insurance premiums that name an organization as beneficiary (*e.g.*, annuities, charitable remainder trusts, etc.); and/or
- Anonymous donations that are not verifiable by the Eligible Organization and Disney.

Eligible Organizations

Disney, in its sole discretion, shall determine the eligibility of an organization. An eligible organization under the Matching Gifts Program must meet **ALL** of the following requirements (“Eligible Organization”):

- Organizations must represent that they comply with all applicable laws;
- Organizations must agree to and comply with the Disney Worldwide Services, Inc. Standard Terms and Conditions for Charitable Contributions;
- Has operated as a tax-exempt entity for at least one year at the time of the matching gift request submission;
- Is verifiable by Disney as an Eligible Organization in the Matching Gifts Program database;
- Organizations must represent that they do not discriminate in employment practices or services they provide on the basis of race, religion, color, sex, sexual orientation, gender identification, national origin, age, marital status, covered veteran status, disability, pregnancy or any other basis prohibited by applicable law; and
- An Eligible Organization must be one or more of the following:

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- Federally registered organizations that have been granted public charity tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (“Tax-Exempt Status”);
- For non-U.S. organizations, where applicable under the Matching Gifts Program, Disney refers to the Internal Revenue Service’s *Reliance Standards for Making Good Faith Determinations or Expenditure Responsibility* rules and regulations in determining eligible charitable organizations;
- U.S. PreK-12 public schools or public school districts that are verifiable in the National Center for Education Statistics (“NCES”) database, as an instrumentality of the federal, state or local government;
- U.S. Private schools that have been granted Tax-Exempt Status;
- U.S. Private or public degree granting institutions of higher learning, accredited by a nationally recognized regional accrediting association, that also has been granted Tax-Exempt Status;
- U.S. Educational foundations affiliated with a college or public school or school district that have been granted Tax-Exempt Status;
- U.S. PreK-12 public or private school support groups, (e.g., PTAs, PTOs and booster clubs) whose (i) primary mission is the direct support of the school and (ii) that have been granted Tax-Exempt Status;
- Faith-based non-sectarian social services programs that serve the community at large, regardless of a recipient’s religion or religious belief, which are independently registered with its own charitable Tax-Exempt Status, (e.g., a soup kitchen, a homeless shelter, a food bank, etc.); and/or
- Private foundations, community foundations, or donor advised funds where: (i) donations into a named Community Impact Fund, Field of Interest Fund, or Special Interest Fund with a declared mission statement that does not otherwise conflict with the Program Terms & Conditions, or (ii) donations from an Eligible Employee’s donor advised fund to an Eligible Organization, if the employee or the employee’s family established, and is named on, the fund.

Organizations that were previously approved as Eligible Organizations are not guaranteed future Matching Gifts Program eligibility. Such organizations may become ineligible if new information about an organization is received regarding (i) the loss of their Tax-Exempt Status, (ii) a change in their mission or programs which makes them an ineligible organization under these Program Terms and Conditions, or (iii) a revision to the Program Terms and Conditions which results in an organization’s ineligibility under these Program Terms and Conditions.

Ineligible Organizations

Disney, in its sole discretion, shall determine the eligibility of an organization. Ineligible organizations under the Matching Gifts Program may include, without limitation:

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- Organizations that operate or support activities that are counter to the policies, values or ideals of Disney, in its sole discretion;
- Organizations that benefit terrorist groups or activities;
- Organizations whose primary purpose is to support political activities, advocate for or against state or federal legislation, or campaign on behalf of an elected or appointed government official or candidate;
- Organizations with a primary purpose to regrant;
- Faith-based organizations or religious programs whose primary purpose is promulgating a particular religious faith, creed or doctrine (*e.g.*, ministries, missions, church planting projects, religious orders, schools whose primary purpose is to prepare students for ministry, etc.);
- Membership organizations, including alumni foundations, athletic funds, fraternities and sororities, labor unions, or trade associations;
- Government agencies, with the exception of public schools and school districts as provided under the Internal Revenue Code;
- Home schools and home school support organizations; and/or
- Otherwise Eligible Organizations that have had their Tax-Exempt Status revoked.

PAYMENT SCHEDULE

Disney, through Charities Aid Foundation of America, processes Eligible Donations and provides a grant to an Eligible Organization in the amount requested by the Eligible Employee (each, a “Matching Gifts Donation”) on a monthly basis.

IMPORTANT DEADLINES

Eligible Donation requests must be submitted by an Eligible Employee and confirmed by the Eligible Organization within 365 days of the verifiable donation date. A Eligible Donation must be confirmed electronically by the Eligible Organization or by Disney by obtaining a copy of the donation receipt from the Eligible Employee within this timeframe, in order to be eligible as a Matching Gifts Donation under the Program.

AGREEMENT

By clicking the “Submit” button and continuing with the Matching Gifts Program process, I acknowledge and agree as follows:

- I have read and understand and agree to the Program Terms and Conditions.
- My advised donation and my selected charitable organization meet the eligibility requirements listed above.
- My advised donation is an individual donation made by me personally, not in whole or in part, a collection of donations from other parties, and I will not be reimbursed or compensated for this donation.

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Disney Matching Gifts

- Neither my family nor I will derive any direct or indirect financial or material benefit as a result of my donation or the Matching Gifts Donation.
- I understand that any Matching Gifts Program request I make is a recommendation to Disney for a donation only and not a direction, and that Disney has the sole discretion to make, or not make, any Matching Gifts Donation.
- I understand that failure to comply with the Program Terms and Conditions may result in suspension of my right to participate in the Matching Gifts Program, return of the Matching Gifts Donation, and other disciplinary action, which may be termination.