"Service" is a common term associated with Disney’s Save for Tomorrow benefit programs. How long you’ve worked for the Company, your work location(s) and when you were hired all have a direct impact on what service may mean, including:

• When you can begin participating in a plan ("eligibility service")
• The amount of benefits you receive ("benefit service")
• When you own your benefit ("vesting service")

Since the definitions of eligibility, benefit and vesting service can differ from plan to plan, use this tool to help you better understand what they mean — and more importantly, what it means for determining your service.

To get started, click a plan below to review basic information, additional considerations that influence service under the plan and where to learn more.

Pension Plan  
Disney 401(k) Plan  
Disney Retirement Savings Plan  

This tool is intended solely for use by eligible persons who are current employees or cast members of the Company. It does not apply to former employees or employees of non-U.S. subsidiaries and affiliates. Eligibility for the plans is subject to the terms and conditions of the official plan documents. This tool summarizes certain provisions of the Disney Retirement Savings Plan, Disney Salaried Pension Plan D, Disney Salaried Pension Plan A, Disney Associated Companies’ Retirement Plan and Disney Savings and Investment Plan effective January 1, 2012. It does not, however, attempt to explain all the details, provisions, limitations, restrictions and exclusions of the Plan(s). In the event there is a discrepancy between this information and the official plan documents, the plan documents will control. The Company reserves the right to amend, modify, suspend or terminate one or more of these plans or benefits at any time.
Beginning January 1, 2012, Disney introduced a common formula and uniform set of rules for all current participants in both the Disney Salaried Pension Plan D (formerly the Disney Salaried Retirement Plan) and the Disney Salaried Pension Plan A (formerly the ABC, Inc. Retirement Plan). When you retire, any pension benefit you are eligible to receive will be calculated in two parts:

**Benefits Under the Old Formula**
Service through December 31, 2011

**Benefits Under the New Formula**
Service beginning January 1, 2012

**Total Pension Benefit**

**ELIGIBILITY SERVICE**

<table>
<thead>
<tr>
<th>DISNEY</th>
<th>ABC</th>
</tr>
</thead>
<tbody>
<tr>
<td>You must complete 1,000 hours of service within a consecutive 12-month period to become eligible for the plan.</td>
<td>You must be 21 years old and complete one year of service to become eligible for the plan.</td>
</tr>
</tbody>
</table>

If you were already eligible to participate in the plan as of December 31, 2011, you will continue to be a participant. There was no additional requirement to meet. If you did not complete the service requirement by January 1, 2012, your continued service will count toward meeting this requirement.
The Basics

Benefits Service

Your benefits under the plan are determined by a formula.

- For pre-2012 service, the formula is based on final average pay through the date you leave Disney and your years of benefit service as of December 31, 2011, along with other factors unique to your plan.
- For post-2011 service, the formula is 1.25% of your final average pay, multiplied by your years of benefit service beginning January 1, 2012.

The table below explains how benefit service was previously defined differently between Disney and ABC, and the common definition effective January 1, 2012.

<table>
<thead>
<tr>
<th>DISNEY</th>
<th>ABC</th>
</tr>
</thead>
<tbody>
<tr>
<td>For pre-2012 service</td>
<td>You earn service based on complete years and months starting with your date of hire as full and fractional years. Years of service is capped at 40.</td>
</tr>
<tr>
<td>You earn a year of service beginning with your year of hire for each plan (calendar) year in which you work 1,000 or more hours. For purposes of calculating 1,000 hours, 45 hours are credited for each week (or any part of a week) you are paid for active employment.</td>
<td></td>
</tr>
<tr>
<td>For post-2011 service</td>
<td>You will continue to earn service based on complete years and months. There will not be a cap on the years of service.</td>
</tr>
<tr>
<td>You will earn service based on complete years and months.</td>
<td></td>
</tr>
</tbody>
</table>
Pension Plan
Salaried Employees Hired on or Before December 31, 2011

The Basics (continued)

VESTING SERVICE

Vesting refers to the time requirement to “own” your benefits. That is, you must be employed by the Company for a certain number of years before you have a right to the benefit you have earned when you leave the Company.

Before 2012, the vesting requirement was five years. Effective January 1, 2012, the vesting requirement was reduced from five years to three years of service. The new vesting requirement applies to both your pre-2012 and post-2011 benefits. If you had at least three years of vesting service and were actively employed at Disney as of January 1, 2012, you are fully vested in your benefits. If you did not have at least three years as of January 1, 2012, your continued service will count toward meeting this requirement.

<table>
<thead>
<tr>
<th>DISNEY</th>
<th>ABC</th>
</tr>
</thead>
<tbody>
<tr>
<td>For pre-2012 service</td>
<td>You earn service based on complete years and months starting with your date of hire as full and fractional years.</td>
</tr>
<tr>
<td>You earn a year of service beginning with your year of hire for each plan (calendar) year in which you work 1,000 or more hours. For purposes of calculating 1,000 hours, 45 hours are credited for each week (or any part of a week) you are paid for active employment.</td>
<td></td>
</tr>
<tr>
<td>For post-2011 service</td>
<td>You will continue to earn service based on complete years and months.</td>
</tr>
<tr>
<td>You will earn service based on complete years and months.</td>
<td></td>
</tr>
</tbody>
</table>

Vesting service is sometimes confused with the service used to calculate benefits (benefit service). Here's the distinction: vesting service determines your eligibility to receive benefits, while your years of benefit service determine the amount of your benefit.
### Pension Plan

**Salaried Employees Hired on or Before December 31, 2011**

#### Additional Considerations

<table>
<thead>
<tr>
<th>IF</th>
<th>THEN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>You have a 12 consecutive-month period during which you do not work for the Company</strong></td>
<td>It will be considered a <strong>break in service</strong>. When you return to work, your years of eligibility service, vesting service and benefit service (not including the break in service) are restored if you have less than five consecutive breaks in service. If you have more than five consecutive breaks in service, you will lose credit for eligibility service, vesting service and benefit service. If you are already fully vested, the break in service will be credited if you return to the Company.</td>
</tr>
<tr>
<td><strong>If you were on military leave</strong></td>
<td>Your military service counts toward eligibility, vesting and benefit service assuming you resume working at the Company within the period after becoming eligible for discharge or release from the U.S. military service that is protected by law.</td>
</tr>
<tr>
<td><strong>If you take an authorized leave of absence (other than a period of leave under the Family and Medical Leave Act of 1993) up to two years</strong></td>
<td>You generally won’t have a break in service if you are eligible to participate when the leave begins and you return to work or die before the leave ends. You’ll be credited with up to 501 hours of service during your absence but only for purposes of ensuring you don’t have a break in service.</td>
</tr>
<tr>
<td><strong>If you were hired before May 1, 1984</strong></td>
<td>You may have been eligible to participate in an Associated Plan and/or the Key Plan. If you were eligible to participate in one of these plans and declined to contribute, the period of service during which you didn’t contribute won’t count toward years of vesting service, years of past service or pre-2012 credited hours of service under this plan.</td>
</tr>
<tr>
<td><strong>If you become eligible to participate in the plan on or after May 1, 1984 and before January 1, 2012 because of a change in your job classification or a transfer from a nonparticipating company</strong></td>
<td>You generally receive credit only for pre-2012 credited hours of service and years of pre-2012 benefit service during which you’re eligible to participate in the plan after December 31, 1983 and before January 1, 2012. You won’t receive years of pre-2012 benefit service for service before 1984 or during periods which you were ineligible for the plan.</td>
</tr>
<tr>
<td><strong>If you had service with Disney prior to January 1, 1989</strong></td>
<td>Ten years of vesting service was required to be eligible to receive a retirement benefit. Between January 1, 1989 and December 31, 2011, five years of vesting service was required to be eligible to receive a retirement benefit.</td>
</tr>
</tbody>
</table>
Common Questions

Q1. I started working at ABC when I was 19 and have worked here for 10 years. Why do I only have eight years of service?

A1. When you were first hired at ABC, you were not eligible to participate due to a minimum age requirement of 21. Your years of service began accruing once you reached age 21.

Q2. I had a leave of absence during 2010, my first year at Disney, but have now worked at Disney longer than one year. When did I become eligible to participate in the plan?

A2. Prior to 2012, Disney had a requirement of 1,000 hours of service to participate. Even with your leave of absence, as long as you worked at least 1,000 hours between your hire date and your anniversary date, you would have become eligible to participate at your anniversary date. If not, and you then worked 1,000 hours in the calendar year 2011, then you became eligible to participate once you reached 1,000 hours during the 2011 plan year.

Q3. I participated in both the Disney and ABC salaried pension plans. What does that mean for my service?

A3. If you’ve earned service under both salaried pension plans, you will receive two separate benefit payments when you retire. Service earned January 1, 2012 or later is now determined by the same provisions under both plans. Job transfers between Disney and ABC no longer require moving from one salaried pension plan to the other.
Pension Plan
Salaried Employees Hired on or Before December 31, 2011

Common Questions (continued)

Q4. What if I participated in an hourly or union pension plan before participating in one of the salaried pension plans?

A4. When you begin receiving benefits, you’ll receive separate payments from the plans under which you have earned benefits. Past service in another Disney plan does not impact future benefits under the Disney Salaried Pension Plan D or Disney Salaried Pension Plan A. However, vesting service in another Disney plan counts toward vesting in the salaried pension plans so that you do not have to meet that requirement again.

Q5. I work for Disney. What if I didn’t complete the 1,000 hours of service requirement by January 1, 2012 to become eligible for the salaried pension plan?

A5. If you didn’t complete 1,000 hours of service by January 1, 2012, your continued service will count toward meeting the eligibility requirements of the Disney Salaried Pension Plan D.

Q6. I work for ABC. What if I didn’t complete one year of service by January 1, 2012 to become eligible for the salaried pension plan?

A6. If you didn’t complete one year of service by January 1, 2012, your continued service will count toward meeting the eligibility requirements of the Disney Salaried Pension Plan A.

Q7. If I’m not fully vested as of January 1, 2012, will my continued service count toward the vesting requirement in the salaried pension plan?

A7. Yes. Once you have three years of vesting service, you will then be eligible for both your pre-2012 and post-2011 benefits.
Pension Plan
Salaried Employees Hired on or Before December 31, 2011

Common Questions (continued)

Q8. What happens if I leave the Company and return after January 1, 2012?
A8. If you leave the Company after January 1, 2012, and later return to work at the Company, you will no longer earn additional benefits under the pension plan. You may be eligible to earn future benefits under the Disney Retirement Savings Plan.

If you leave the Company after January 1, 2012, you must have completed three years of vesting service to be vested in the pension benefit.

Q9. If I leave the Company before meeting the vesting requirements and return later, will my vesting service be bridged under the pension plan?
A9. If your break in service is five years or more, you will give up your right to any benefits previously earned under the pension plan. If your break in service is less than five years, your previous vesting service will be bridged and will count toward meeting the vesting requirement for your pre-2012 and, if applicable, post-2011 benefits.

However, if you return to Disney after December 31, 2011, you will not earn any additional benefit service under the pension plan. You may be eligible to earn future benefits under the Disney Retirement Savings Plan.

Q10. I worked for Disney for 20 years and left in 2011. I was rehired in 2012; am I still eligible for the pension plan?
A10. No. If you worked with Disney for 20 years, you are likely vested in that pension benefit. However, because you re-joined the company in 2012, you are not eligible to resume participating in the pension plan. You may be eligible for the Disney Retirement Savings Plan.
Pension Plan
Salaried Employees Hired on or Before December 31, 2011

Learn More

View “Service Details” from the Disney Salaried Pension Plan D Summary Plan Description

View “Service Details” from the Disney Salaried Pension Plan A Summary Plan Description

View your pension benefit / estimate your future pension benefit
Pension Plan
Hourly Non-Exempt Employees

The Basics

Eligibility Service
You are eligible to participate in the plan if you are in an eligible employee group and have completed one year of eligibility service. You earn one year of eligibility service if you work 750 hours of service during the 12-month period ending on the first anniversary of your hire date or during any plan (calendar) year that begins after your hire date.

If you are considered a retail employee, you earn one year of eligibility service if you work 1,000 hours of service during the 12-month period ending on the first anniversary of your hire date. If you don’t meet this requirement, you’re eligible to participate after you complete 1,000 hours of service during any subsequent plan (calendar) year.

Benefit Service
Participation in the plan requires that you enroll and make employee contributions. If you do not elect to make employee contributions, you will not earn a benefit from the plan. If you enroll when you are first eligible, your service will be calculated from your original hire date. If you don’t enroll when you’re first eligible, you can join the plan at any time, as long as you’re still eligible, but you’ll only earn benefit service going forward from the time you enroll.

Once you enroll in the plan, you must contribute $0.07 per hour worked, up to a maximum of 40 hours per week. You must contribute for at least 750 hours (1,000 hours if you are a participating salaried or hourly retail employee) in each of four full calendar years or until you reach the maximum contribution of $582.40, whichever comes first. You cannot contribute more than $582.40 and doing so will not result in a greater benefit from the plan.

If you make the required contributions, each calendar year in which you work 750 hours (1,000 hours if you are a participating salaried or hourly retail employee) you will earn a year of benefit service. Your total years of benefit service are used to determine the amount of your monthly retirement benefit in the plan.

The Basics continued
The Basics

Vesting refers to the time requirement to “own” your benefits. That is, you must be employed by the Company for a certain number of years before you have a right to the benefit you have earned when you leave the Company.

You will become 100% vested in your account balance after five years of service, or when you reach age 65 with at least one year of credited service (one year of benefit service for hourly retail employees). After vesting, you will have a right to 100% of the value of your account balances including Company contributions and any investment earnings if/when you leave the Company. If you leave the Company before you are vested, you will forfeit your entire account balance; however you are always vested in your employee contributions. If you leave the Company before you earn a vested benefit in the plan, your employee contributions and accrued interest will be paid to you automatically, approximately 90 days after your termination is processed. If you’re vested, you’ll be notified after your termination is processed, of your option to withdraw your employee contributions plus accrued interest.
**Pension Plan**
Hourly Non-Exempt Employees

**Additional Considerations**

<table>
<thead>
<tr>
<th>IF</th>
<th>THEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you receive 750 credited hours of service (1,000 hours for retail employees) and make the required contributions</td>
<td>You receive one credited year of service and one year of vesting service for that plan year. (For plan years before 1982, the requirement was 1,000 credited hours of service.)</td>
</tr>
<tr>
<td>If you earn less than 501 hours of service in a calendar year</td>
<td>You will have a break in service even though you may continue to work for the Company. Your years of eligibility service, vesting service and benefit service (not including the break in service) are restored if you have less than five consecutive breaks in service.</td>
</tr>
<tr>
<td>If you have more than five consecutive breaks in service</td>
<td>You will lose credit for eligibility service, vesting service and benefit service. If you are already fully vested, the break in service will be credited if you return to the Company.</td>
</tr>
<tr>
<td>If you were on military leave</td>
<td>Your military service counts toward eligibility, vesting and benefit service assuming you resume working at the Company within the period after becoming eligible for discharge or release from the U.S. military service that is protected by law.</td>
</tr>
<tr>
<td>If you take an authorized leave of absence (other than a period of leave under the Family and Medical Leave Act of 1993) up to two years</td>
<td>You generally won’t have a break in service if you are eligible to participate when the leave begins and you return to work or die before the leave ends. You’ll be credited with up to 501 hours of service during your absence but only for purposes of ensuring you don’t have a break in service.</td>
</tr>
<tr>
<td>If you had a break in service before January 1, 1985</td>
<td>You will lose credit for your prior credited years of service if your break in service equals or exceeds your credited years of service as of your pre-1985 termination date.</td>
</tr>
<tr>
<td>If you don’t make contributions</td>
<td>You won’t earn service for the time you’re eligible but don’t make employee contributions, but you will keep your vesting service that applies to the period during which you were eligible to participate.</td>
</tr>
<tr>
<td>If you’re no longer eligible to participate in the plan because of a change in your job classification</td>
<td>You’ll still earn service for eligibility purposes if you’re working for the Company, as long as you have made and continue to make all required employee contributions to this plan.</td>
</tr>
</tbody>
</table>
**Pension Plan**

**Hourly Non-Exempt Employees**

**Common Questions**

**Q1.** I had a leave of absence during 2010, my first year at Disney, but have now worked at Disney longer than one year. When did I become eligible to participate in the plan?

**A1.** Even with your leave of absence, as long as you worked at least 750 hours (1,000 hours for retail employees) between your hire date and your anniversary date, you would have become eligible to participate at your anniversary date. If not, and you then worked 750 (or 1,000) hours in the calendar year 2011, then you became eligible to participate once you reached 750 (or 1,000) hours during the 2011 plan year.

**Q2.** When will I be eligible to participate in the hourly pension plan?

**A2.** Once you meet the hours requirement for one year of service (750 hours, or 1,000 hours for retail employees), you become eligible to begin participating in the plan by electing to contribute $.07 per hour worked (for up to 40 hours per week) for four full years. If this election is made within 60 days of becoming eligible, you will receive full credit for all service.

**Q3.** If I leave the Company before meeting the vesting requirements and return later, will my vesting service be bridged under the pension plan?

**A3.** If your break in service is five years or more, you will give up your right to any benefits previously earned under the pension plan. If your break in service is less than five years, your previous vesting service will be bridged and will count toward meeting the vesting requirement for your benefits.

**Q4.** What if I participated in one of the salaried pension plans before participating in the hourly pension plan?

**A4.** When you begin receiving benefits, you’ll receive separate payments from any plans under which you are eligible for benefits. Past service in another Disney plan does not impact future benefits under the Disney Associated Companies’ Retirement Plan. However, vesting service in another Disney plan counts toward vesting in the hourly pension plan so that you do not have to meet that requirement again.
Pension Plan
Hourly Non-Exempt Employees

Common Questions (continued)

Q5. I have worked at Disney for six years. I know that you must have one year of service in order to participate. I have not had a break in service and started participating in the plan one year ago. When am I vested in my pension benefit?

A5. Benefit service and vesting service only applies to the years of service you accrue while participating in the plan. Because you started participating one year ago, you will need four more years of service until you are vested in your pension benefit.

Learn More

View “Service Details” from the Disney Associated Companies’ Retirement Plan Summary Plan Description

View your pension benefit / estimate your future pension benefit
Disney 401(k) Plan

**The Basics**

**ELIGIBILITY SERVICE**

If you are a Disney employee age 18 or older, you’re eligible to invest your own contributions 90 days after your date of hire. After you’ve worked at Disney for at least one year (regardless of the number of hours you worked), the Company will begin matching your contributions—a percentage of every dollar you contribute up to 4% of your base pay.

**VESTING SERVICE**

Vesting refers to the time requirement to “own” your benefits. You are immediately 100% vested in (which means you have a nonforfeitable right to) your own contributions to the Disney 401(k) plan, including pretax contributions, after-tax contributions (made before 1987 to the Disney Salaried Plan or before 2002 to the ABC SIP Plan), Roth 401(k) contributions, rollover contributions, Company matching contributions and any investment earnings.

**Additional Considerations**

<table>
<thead>
<tr>
<th>IF</th>
<th>THEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you receive a weekly paycheck from the Company while out on a</td>
<td>Your contributions to the plan will continue uninterrupted. However, if you do not receive a paycheck from the Company while out on leave or you do not have enough pay to make your contributions or loan repayment, your contributions and any loan repayments to the plan will stop.</td>
</tr>
<tr>
<td>leave of absence</td>
<td></td>
</tr>
<tr>
<td>If you leave the Company for any reason but were eligible to</td>
<td>You will be eligible to participate in the plan when you return, regardless of the length of your break in service. You can enroll immediately upon reemployment as long as you are reemployed as an eligible employee. If you were eligible to receive Company matching contributions prior to your separation from service, you will be eligible to receive the Company match when you return regardless of the reason or length of your break in service.</td>
</tr>
<tr>
<td>participate in the plan at the time you left</td>
<td></td>
</tr>
</tbody>
</table>
Disney 401(k) Plan

Common Questions

Q1. I moved from hourly to salaried. Do I have to meet the service requirement over again?
A1. No, your service time in the hourly position will carry with you to the new salaried position.

Q2. Do I have to wait 90 days to enroll in my 401(k) plan after a break in service?
A2. No, you are immediately eligible as long as you were eligible when you left.

Q3. Do I need a certain amount of service to change my contribution rate?
A3. No. You can change your contribution rate at any time.

Learn More

View “Service Details” from the 401(k) Plan Summary Plan Description (for Salaried)

View “Service Details” from the 401(k) Plan Summary Plan Description (for Hourly)
Disney Retirement Savings Plan

The Basics

The Disney Retirement Savings Plan is a defined contribution plan funded entirely by the Company. The Company makes quarterly contributions to the accounts of participating employees and cast members.

ELIGIBILITY SERVICE

If you are a salaried, regular full-time or part-time employee hired on or after January 1, 2012 (including rehires, transfers and promotions), or a designated collectively bargained employee, you are eligible to receive contributions in the Retirement Savings Plan. To participate, you must be an eligible employee or cast member age 18 or older and have completed one year of service. Generally, you earn one year of eligibility service for each of your complete 12 consecutive months of employment with the Company.

BENEFIT SERVICE

Your combined age at the end of the year plus benefit service in years and completed months determines your points and the percentage of your eligible pay used to calculate your Company contribution. Ages and months are not rounded.

<table>
<thead>
<tr>
<th>POINTS (AGE PLUS YEARS OF SERVICE)</th>
<th>CONTRIBUTION RATE (PERCENTAGE OF ELIGIBLE PAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 45</td>
<td>3%</td>
</tr>
<tr>
<td>45 to 74</td>
<td>6%</td>
</tr>
<tr>
<td>75 or more</td>
<td>9%</td>
</tr>
</tbody>
</table>

VESTING SERVICE

Vesting refers to the time requirement to “own” your benefits. You will become 100% vested in your account balance after three years of service, or when you reach age 65. Generally, you earn one year of vesting service for each of your complete 12 consecutive months of employment with the Company.

After vesting, you will have a right to 100% of the value of your account balances including Company contributions and any investment earnings when you leave the Company. If you leave the Company before you are vested, you will forfeit your entire account balance.
## Disney Retirement Savings Plan

### Additional Considerations

<table>
<thead>
<tr>
<th>IF</th>
<th>THEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you had prior service and are rehired or transferred from another division of the Company</td>
<td>Your prior service may count toward the one year eligibility service requirement.</td>
</tr>
<tr>
<td>If you have a 12 consecutive-month period during which you do not work for the Company</td>
<td>It will be considered a break in service. When you return to work, your years of eligibility service, vesting service and benefit service (not including the break in service) are restored if you have less than five consecutive breaks in service. If you have more than five consecutive breaks in service, you will lose credit for eligibility service, vesting service and benefit service. If you are already fully vested, the break in service will be credited if you return to the Company.</td>
</tr>
<tr>
<td>If you were on military leave</td>
<td>Your military service counts toward eligibility, benefit and vesting service assuming you resume working at the Company within the period after becoming eligible for discharge or release from the U.S. military service that is protected by law.</td>
</tr>
<tr>
<td>If you take an authorized leave of absence (other than a period of leave under the Family and Medical Leave Act of 1993) up to two years</td>
<td>You generally won’t have a break in service if you are eligible to participate when the leave begins and you return to work or die before the leave ends. You’ll be credited with up to 501 hours of service during your absence but only for purposes of ensuring you don’t have a break in service.</td>
</tr>
</tbody>
</table>
Disney Retirement Savings Plan

Common Questions

Q1. I was hired before January 1, 2012. Am I eligible to participate in the Disney Retirement Savings Plan?
A1. Generally, no. However, if you leave the Company and are rehired after January 1, 2012, you may be eligible to earn future benefits under the Retirement Savings Plan.

Q2. I was recently promoted from an hourly position to a salaried position. Does my service time, while in an hourly position, count towards the Disney Retirement Savings Plan as well?
A2. Yes, your prior service in an hourly position counts toward the one year service requirement in the Retirement Savings Plan. Your prior service also counts toward your three years of vesting service.

Q3. What happens if I leave the Company and return later?
A3. If you were a participant in the Disney Salaried Pension Plan (formerly the Disney Salaried Retirement Plan or the ABC, Inc. Retirement Plan) and leave the Company, and return to work at the Company after January 1, 2012, you will no longer earn additional benefits under the pension plan. When you return, you may be eligible to earn future benefits under the Disney Retirement Savings Plan.

If you are a participant in the Retirement Savings Plan, you must have completed three years of vesting service to "own" your benefit. If you are vested when you leave the Company, you will have a right to 100% of the value of your account balance. If you are not vested when you leave the Company, and you return within five years after the date you left, you will resume earning vesting service toward meeting the three-year vesting requirement upon your return.

Learn More

View “Service Details” from the Disney Retirement Savings Plan Summary Plan Description
Overview of Service Under the Disney Salaried Pension Plan A

The following text summarizes some of the service provisions described in the Summary Plan Description (SPD) for the Disney Salaried Pension Plan A. However, it does not attempt to spell out all the details, provisions, limitations restrictions, and exclusions of the plan. See the SPD for details.

ABC, Inc. Supplemental Pension Plan

If you were a participant in the ABC, Inc. Supplemental Pension Plan, your benefit under the Plan will not be less than the benefit you had earned under the Supplemental Pension Plan formula as of March 31, 1998. For more information, call the Disney Add It Up! Benefits Center.

Eligibility to Receive Retirement Benefits

If you meet the vesting requirements, your age when you leave the Company generally will determine your eligibility for: normal retirement; early retirement; late retirement; deferred vested benefits; and age 70-1/2 minimum distributions.

Separation From Service Before You’re Vested

If you leave the Company and all Affiliated Employers before you’re vested, no plan benefits are payable.

Death Before You Start Receiving Benefits

If you become vested in your retirement benefit and die before you start to receive payment, the Plan may provide preretirement death benefits for your spouse or other beneficiary. For Plan purposes, “spouse” means your spouse under federal law.

Eligibility to Participate

Who’s Eligible

You’re eligible to participate in the Plan on or after January 1, 2012 if you: are in an eligible group of employees (see below) on December 31, 2011; and continue to be in an eligible group of employees on and after January 1, 2012 without interruption; and have reached age 21 before January 1, 2012 or age 18 on or after January 1, 2012; and have completed one year of eligibility service.

If you are first hired into an eligible group of employees on or after January 1, 2012, you cannot become eligible to participate in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

Eligibility Service

You earn one year of eligibility service when you complete 12 consecutive months of employment with the Company or an Affiliated Employer.2

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1 Age 24, if you were hired before January 1, 1985.
2 Before 2009, a part-time employee earned one year of eligibility service only if the employee worked at least 1,000 hours during a computation period. For this purpose, a computation period included the first 12 months of employment or any plan year starting after employment began.
When Participation Begins
You're automatically enrolled in the Plan on the first day of the month on or after the date you meet the eligibility requirements.

Changes in Eligibility Status
If you're no longer eligible to participate in the Plan because of a change in your job classification, you'll still earn vesting service while you're working for the Company or an Affiliated Employer. When your employment in an eligible group of employees ends on or after January 1, 2012, for any reason (including due to disability), you will forever stop being eligible to participate in the Plan, except under the following circumstances:

■ If, on or after January 1, 2012, you transfer directly from an eligible group of employees to a salaried position with an Affiliated Employer that would have qualified you for participation in the Disney Salaried Pension Plan D (formerly known as the Disney Salaried Retirement Plan) if your transfer had occurred on December 31, 2011, you will continue to be eligible to participate under the Plan while your employment in that new position continues; or

■ If you are absent from employment in an eligible group due to military service and you return to that employment with reemployment rights, you will be treated as if your employment had continued during the absence.

If you first transfer into (or transfer back into) an eligible group of employees on or after January 1, 2012, you will not be eligible to participate in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

Eligible Groups of Employees
You're in an eligible group of employees if you're a non-union salaried employee of the Company or an employee covered under a collective bargaining agreement that provides for your participation in the Plan, who is paid directly by the Company in U.S. currency; and employed on a regular full-time or regular part-time basis; and not specifically excluded below.

You're not in an eligible group of employees if you're a casual limited employee or a daily hire; hired for a temporary period, such as for a special event or specific prime-time program or series (unless you're covered by a collective bargaining agreement that provides for your participation in the Plan); a leased employee or otherwise performing services for the Company under an agreement with a third party; not classified as an employee by the Company, regardless of any later determination to the contrary by the IRS or any governmental agency or ruling; covered by a collective bargaining agreement (unless the collective bargaining agreement provides for your participation in the Plan); employed under an agreement that precludes your participation in this Plan; a nonresident alien of the United States with no U.S. source income; employed in a division, unit, or department designated by the Company to be nonparticipating.

For purposes of the above, a “casual limited employee” is an employee hired, generally for 30 weeks or less, for a special project or a temporary extended workload, and a “daily hire” is, except as provided by an applicable collective bargaining agreement, an employee hired on a day-to-day basis, usually for a one-day assignment.
What Service Means

Overview
Service means the length of time you work for the Company or an Affiliated Employer. You earn these types of service under the Plan:

- Years of Vesting Service, which determines your right to receive a retirement benefit;
- Years of Pre-2012 Credited Service, which determines the amount of your retirement benefit for service before January 1, 2012; and
- Years of Post-2011 Benefit Accrual Service, which determines the amount of your retirement benefit for service after December 31, 2011.

Years of Vesting Service
Definition of Vesting Service
Vesting service determines your eligibility to receive a retirement benefit.

You earn vesting service for complete years and months you're employed by the Company or an Affiliated Employer after December 31, 1983. For this purpose, employment generally includes any absence from employment up to one year, or any approved leave of absence up to two years if you return to work or die before the leave ends.

Also, for service on or before December 31, 1983, you receive years of service determined under the Plan terms in effect on that date or under the Plan terms in effect after that date, whichever is greater.

On February 9, 1996, ABC, Inc. was acquired by The Walt Disney Company ("Disney"). If you worked for Disney before February 9, 1996 and you are hired by the Company on or after that date, your prior Disney vesting service counts for vesting purposes under the Plan if you were fully vested under a Disney defined benefit retirement plan. If you were not vested, your prior Disney vesting service will count toward vesting under the Plan if you were hired by the Company on or after February 9, 1996, and within five years after leaving Disney.

If you were covered by another retirement plan while you were an employee of the Company, your service under that plan might count toward your Years of Vesting Service in the Plan.

In addition, if you were employed by an employer that was acquired by the Company, your service with the acquired employer might count toward your Years of Vesting Service in the Plan.
Vesting Requirements
If you leave the Company and all Affiliated Employers on or after January 1, 2012, you'll be vested and, therefore, eligible for any retirement benefit you may have earned, if you have completed at least three Years of Vesting Service when you leave.

Or, if you're working for the Company or an Affiliated Employer when you reach age 65, you'll be vested and eligible for any retirement benefit you may have earned.

You're also automatically 100% vested in your retirement benefit (to the extent the Plan is funded) if the Plan is completely terminated or the Plan is partially terminated and you are affected by the partial termination.

Once vested, you've earned a right to your retirement benefit from the Plan, even if you leave the Company before retirement age.

Military Service
Vesting service includes the period of time you spend in the military service of the United States, provided that you resume employment with the Company or an Affiliated Employer within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.

Additionally, if you die while on military leave during which your reemployment rights are protected by law, your beneficiary will receive any additional benefits that would have been provided to your beneficiary had you resumed employment prior to your death. This includes, to the extent applicable under the Plan, vesting and ancillary death benefits, but not additional accruals.

Years of Pre-2012 Credited Service
Definition of Pre-2012 Credited Service
Years of Pre-2012 Credited Service are used to determine the amount of your retirement benefit for service before January 1, 2012. No Years of Pre-2012 Credited Service are credited for service after December 31, 2011.

How Service Is Earned
In general, your Years of Pre-2012 Credited Service include the years and complete months of your employment with the Company while you are actively participating in the Plan after December 31, 1984, and before January 1, 2012, plus any credited service you earned on or before December 31, 1984, determined based on Plan provisions in effect during those years.

Special Rules
Your Years of Pre-2012 Credited Service are subject to the following:
■ Years of Pre-2012 Credited Service also include up to one year of service before 2012 during which you are employed in an eligible group of employees immediately before becoming a Plan participant. However, you won’t receive credit for service before you satisfy the eligibility age requirement in effect under the Plan when you first became eligible to participate.

■ You can earn up to a maximum of 40 Years of Pre-2012 Credited Service.

■ Years of Pre-2012 Credited Service generally include (1) a period of absence from employment in an eligible group up to one year or (2) an approved leave of absence from employment in an eligible group up to two years if you return to work or die before the leave ends.

■ Prior to 2009, a part-time employee earned a Year of Pre-2012 Credited Service for each plan year beginning after 1984 during which he worked at least 1,000 hours in an eligible employee group, and the rule above did not apply.

■ If you were an employee of the Company on July 1, 1979, and you were eligible to participate in the Plan before January 1, 1978 but did not make the required employee contributions, you’ll be given credit for your pre-1978 service as if you had contributed. However, your Plan benefit will be reduced by the amount of any pension benefit you receive from any other Company pension plan that is based on your pre-1978 service.

Military Service
Years of Pre-2012 Credited Service include the period of time before January 1, 2012 during which you are absent from an eligible position due to U.S. military service, provided that you resume employment with the Company within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.

Years of Post-2011 Benefit Accrual Service
Definition of Post-2011 Benefit Accrual Service
Years of Post-2011 Benefit Accrual Service are used to determine the amount of your retirement benefit for service after December 31, 2011. No Years of Post-2011 Benefit Accrual Service are credited for service before January 1, 2012.

How Service Is Earned
You receive Years of Post-2011 Benefit Accrual Service for your employment in an eligible group of employees after December 31, 2011 while you are eligible to participate in the Plan (including any period during which you were completing your year of eligibility service). Your Years of Post-2011 Benefit Accrual Service are measured in years and fractions of a year, rounded to the next full month. You won’t receive Years of Post-2011 Benefit Accrual Service for service before January 1, 2012; for periods lost due to a Break in Service; or after you cease to be eligible to participate in 2012 or later.

Military Service
Years of Post-2011 Benefit Accrual Service include the period of time after December 31, 2011 you are absent from an eligible position due to U.S. military service, provided that you resume employment with the Company within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.
Leave of Absence
Years of Post-2011 Benefit Accrual Service include a period of approved leave of absence (other than an FMLA leave) up to two years, but only if you are eligible to participate when the leave begins; and you return to work or die before the leave ends.

Transfers from Ineligible Positions or Nonparticipating Companies
If, before January 1, 2012, you become eligible to participate in the Plan because of a change in your job classification or a transfer from an Affiliated Employer that is a nonparticipating company, for benefit accrual purposes, you generally receive credit only for Years of Pre-2012 Credited Service during which you're eligible to participate in the Plan before January 1, 2012 and Years of Post-2011 Benefit Accrual Service during which you’re eligible to participate in the Plan after December 31, 2011.

Special provisions may apply for transfers of special event talent employees or transfers from acquired companies before January 1, 2012. Contact the Disney Add It Up! Benefits Center for more information.

Any employee who transfers, on or after January 1, 2012, to employment with the Company from an ineligible group or a nonparticipating company will not be eligible to participate in the Plan, regardless of the reason for the transfer.

Break in Service
You generally will have a break in service for each 12-consecutive-month period during which you do not work for the Company or an Affiliated Employer.

If you have less than five consecutive breaks in service, or if you are vested when your break in service begins, your pre-break Years of Vesting Service, Years of Pre-2012 Credited Service, and Years of Post-2011 Benefit Accrual Service are restored if you later return to the Company or an Affiliated Employer. However, if you are not vested and you have five or more consecutive breaks in service, you will lose credit for those prior Years of Vesting Service, Years of Pre-2012 Credited Service, and Years of Post-2011 Benefit Accrual Service. Also, if you have previously received a lump sum payment of your entire accrued benefit under the Plan, your prior Years of Pre-2012 Credited Service and Years of Post-2011 Benefit Accrual Service will be disregarded when you return to the Company or an Affiliated Employer.

If you were a plan participant when you terminated employment and were rehired by the Company before January 1, 2012 in an eligible position, you were eligible to resume participation in the Plan on the first day of the first calendar month on or after your rehire date. If you are rehired by the Company on or after January 1, 2012, you cannot resume participation in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

If you take an approved leave of absence for your pregnancy, the birth or adoption of a child, or caring for a child immediately after birth or adoption, the first year of your leave of absence generally will count as service, and the second year will not count as a break in service. You also won’t have a break in service if you leave the Company to serve in the armed forces and return to active employment after you complete your military service within the
period provided under veteran’s reemployment rights laws. You’ll be credited with service under the Plan according to those laws, or solely due to a period of leave under the Family and Medical Leave Act of 1993.

If you had a break in service before January 1, 1985, you will lose credit for your prior Years of Vesting Service and Years of Pre-2012 Credited Service, and the above rule will not apply, if your consecutive breaks in service as of December 31, 1984 equaled or exceeded your Years of Vesting Service as of your pre-1985 termination date.
Overview of Service Under the Disney Salaried Pension Plan D

The following text summarizes some of the service provisions described in the Summary Plan Description (SPD) for the Disney Salaried Pension Plan D. However, it does not attempt to spell out all the details, provisions, limitations restrictions, and exclusions of the plan. See the SPD for details.

Retirement Plans Before May 1, 1984
If you were hired before May 1, 1984, you may have been eligible to participate in an Associated Plan and/or the Key Plan.

If you were eligible to participate in one of these plans and declined to contribute, the period of service during which you didn't contribute won't count toward Years of Vesting Service, years of past service, or Pre-2012 Credited Hours of Service under this Plan.

Your Benefit Amount
Your retirement benefit is determined by a formula based on all of these factors: Your Years of Pre-2012 Benefit Service; Your Pre-2012 Credited Hours of Service; Your Years of Post-2011 Benefit Accrual Service; Your Average Monthly Compensation; and Your Final Average Pay.

Your benefit may also include a benefit based on your past service and final average pay as of May 1, 1984. Generally, benefits are paid throughout your lifetime, beginning on your retirement date. And, retirement benefits generally are taxable income, so withholding rules apply.

Eligibility to Receive Retirement Benefits
If you meet the vesting requirements, your age when you leave the Company generally will determine your eligibility for: normal retirement; early retirement; late retirement; deferred vested benefits; and age 70-1/2 minimum distributions.

Separation from Service Before You’re Vested
If you leave the Company and all Affiliated Employers before you're vested, no plan benefits are payable.

Death Before You Start Receiving Benefits
If you become vested in your retirement benefit and die before you start to receive payment, the Plan may provide preretirement death benefits for your spouse or other beneficiary. For Plan purposes, “spouse” means your spouse under federal law.

Key Plan Benefit for Service Before May 1, 1984
Effective May 1, 1984, any deferred compensation under The Walt Disney Productions and Associated Companies Key Employees Deferred Compensation and Retirement Plan (the “Key Plan”) was considered under the Plan. Generally, all eligible years of past service you earned before May 1, 1984 as a participant under the Key Plan will count toward your retirement benefit. If the present value of the portion of your benefit based on your past service and final average pay as of May 1, 1984, and payable as of normal retirement age, is less than your Key Plan deferred compensation plus interest, you or your beneficiary will receive the difference from the Key Plan in a lump-sum payment after you terminate employment or die.
If you elected to receive your deferred plan compensation plus interest during the "1984 window" from the Key Plan, your monthly retirement benefit under the Plan is calculated without your years of past service.

If you terminated employment after May 1, 1984, elected to receive a special lump-sum payment equal to the value of the portion of your benefit based on your past service and final average pay as of May 1, 1984, and were later rehired, special rules for calculating your retirement benefit apply. **You cannot repay the special lump-sum amount to the Plan.**

If you die while employed (or while earning service during disability) before receiving any special lump-sum benefit for your service before May 1, 1984, your surviving spouse may elect to receive a special lump sum equal to the present value of the portion of your benefit based on your past service and final average pay as of May 1, 1984, which will result in a reduced monthly preretirement death benefit for your spouse.

**Eligibility to Participate**

**Who's Eligible**
You're eligible to participate in the Plan on or after January 1, 2012 if you are in an eligible group of employees (see below) on December 31, 2011; and continue to be in an eligible group of employees on and after January 1, 2012 without interruption; and have completed one year of eligibility service.

If you are first hired into an eligible group of employees on or after January 1, 2012, you cannot become eligible to participate in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

**Eligibility Service**
You earn one year of eligibility service if you work 1,000 hours of service during the 12-month period ending on the first anniversary of your hire date or during any plan year that begins after your hire date. If you have not completed a year of eligibility service under the 1,000-hour rule by January 1, 2012, you will be credited with one year of eligibility service on the earlier of the date you have completed one year of eligibility service under the 1,000-hour rule; or the later of (1) the date you complete 12 consecutive months of service with the Company and all Affiliated Employers or (2) January 1, 2012.

**When Participation Begins**
You're automatically enrolled in the Plan on the first day of the month after you meet the eligibility requirements. Your service will be credited back to your hire date.

**Changes in Eligibility Status**
If you're no longer eligible to participate in the Plan because of a change in your job classification, you'll still earn vesting service while you're working for the Company or an Affiliated Employer. When your employment in an eligible group of employees ends on or after January 1, 2012, for any reason (including due to disability), you will forever stop being eligible to participate in the Plan, except under the following circumstances: If, on or after January 1, 2012, you transfer directly from an eligible group of employees to a salaried position with an Affiliated Employer that would have qualified you for
participation in the Disney Salaried Pension Plan (formerly known as the ABC, Inc. Retirement Plan) if your transfer had occurred on December 31, 2011, you will continue to be eligible to participate under the Plan while your employment in that new position continues; or if you are absent from employment in an eligible group due to military service and you return to that employment with reemployment rights, you will be treated as if your employment had continued during the absence.

If you first transfer into (or transfer back into) an eligible group of employees on or after January 1, 2012, you will not be eligible to participate in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

**Motion Picture Plan Participation**

Special rules for calculating your Years of Pre-2012 Benefit Service and Pre-2012 Credited Hours of Service may apply if the Company made required contributions on your behalf to the Motion Picture Industry Pension Plan ("Motion Picture Plan") or another entertainment industry plan.

**Eligible Groups of Employees**

You're in an eligible group of employees if you're a salaried employee of the Company employed in a position, division, or department for which coverage under the Plan is provided; and not a leased employee or otherwise performing services for the Company under an agreement with a third party; and not a nonresident alien of the United States with no U.S. Source income; and not covered by a collective bargaining agreement (unless the collective bargaining agreement provides for your participation in the Plan); and not covered by an agreement that excludes you from participation in the Plan.

You're not eligible to participate in the Plan if you perform services for the Company solely as a director or independent contractor, you’re not paid directly by the Company, or you're not classified or not regarded as an employee by the Company, regardless of any later determination to the contrary by the IRS or any governmental agency or ruling.

**What Service Means**

**Overview**

Service means the length of time you work for the Company or an Affiliated Employer. You may have these types of service under the Plan:

- Years of Vesting Service, which determines your right to receive a retirement benefit; and

- Years of past service, which determines the amount of your retirement benefit for service before May 1, 1984; and

- Years of Pre-2012 Benefit Service, which determines the amount of your retirement benefit for service after December 31, 1983, and before January 1, 2012; and
Years of Post-2011 Benefit Accrual Service, which determines the amount of your retirement benefit for service after December 31, 2011.

**Years of Vesting Service**

**Definition of Vesting Service**

Vesting service determines your eligibility to receive a retirement benefit.

You receive one Year of Vesting Service for any plan year beginning before January 1, 2012 in which you receive 1,000 hours of service as an employee of the Company or an Affiliated Employer.

For service on and after January 1, 2012, you receive Years of Vesting Service equal to the greater of the number of plan years beginning on or after January 1, 2012 in which you receive 1,000 hours of service as an employee of the Company or an Affiliated Employer; or the complete years and months you're employed by the Company or an Affiliated Employer after December 31, 2011. For this purpose, employment generally includes (1) any absence from employment up to one year and (2) any approved leave of absence up to two years if you return to work or die before the leave ends.

If you were covered by another retirement plan while you were an employee of the Company, your service under that plan might count toward your Years of Vesting Service in the Plan.

In addition, if you were employed by an employer that was acquired by the Company, your service with the acquired employer might count toward your Years of Vesting Service in the Plan.

**Vesting Requirements**

If you leave the Company and all Affiliated Employers on or after January 1, 2012, you'll be vested and, therefore, eligible for any monthly retirement benefit you may have earned, if you have completed at least three Years of Vesting Service when you leave.

Or, if you're working for the Company or an Affiliated Employer when you reach age 65, you'll be vested and eligible for any monthly retirement benefit you may have earned.

You're also automatically 100% vested in your retirement benefit (to the extent the Plan is funded) if the Plan is completely terminated or the Plan is partially terminated and you are affected by the partial termination.

Once vested, you've earned a right to your retirement benefit from the Plan, even if you leave the Company before retirement age.

Before January 1, 1989, 10 Years of Vesting Service was required to be eligible to receive a retirement benefit. Between January 1, 1989 and December 31, 2011, five Years of Vesting Service was required to be eligible to receive a retirement benefit.
Military Service
Vesting service includes the period of time you spend in the military service of the United States, provided that you resume employment with the Company or Affiliated Employer within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.

Additionally, if you die while on military leave during which your reemployment rights are protected by law, your beneficiary will receive any additional benefits that would have been provided to your beneficiary had you resumed employment prior to your death. This includes, to the extent applicable under the Plan, vesting and ancillary death benefits, but not additional accruals.

Years of Pre-2012 Benefit Service and Past Service Before May 1, 1984
Definition of Pre-2012 Benefit Service
Years of Pre-2012 Benefit Service and Pre-2012 Credited Hours of Service are used, along with your Average Monthly Compensation, to determine the amount of your monthly retirement benefit for service after December 31, 1983, and before January 1, 2012. No Years of Pre-2012 Benefit Service or Pre-2012 Credited Hours of Service are credited for service after December 31, 2011.

How Service Is Earned
You receive one Year of Pre-2012 Benefit Service for each plan year beginning after December 31, 1983, and before January 1, 2012, in which you receive 1,000 Pre-2012 Credited Hours of Service. You won’t receive Years of Pre-2012 Benefit Service: for service before 1984; while you are not eligible to participate in the Plan; for periods lost due to a break in service; or for purposes of the flat dollar benefit only, for years in which the Company made required contributions on your behalf to the Motion Picture Industry Pension Plan or another entertainment industry plan.

Years of Pre-2012 Benefit Service are credited for periods before 2012 for which you receive a lump sum payment for accrued vacation.

If you were a salaried employee on May 1, 1984, you receive one year of past service for each 12 months of service as a salaried employee before May 1, 1984, not including service: during which you were eligible for but declined to participate in the Key Plan or an Associated Plan, except if you were a participant in the Motion Picture Industry Pension Plan; after you ended your participation in the Key Plan or an Associated Plan by withdrawing your contributions plus interest before May 1, 1984; during which you were not eligible to participate in the Key Plan or an Associated Plan, but you were eligible for and declined to participate in the Motion Picture Industry Pension Plan; and before your most recent hire date before May 1, 1984.

Past service is credited in whole and fractional years. For example, if you have 30 months of past service, you have 2.5 years of past service.

Military Service
Years of Pre-2012 Benefit Service include the period of time after December 31, 1983, and before January 1, 2012, during which you are absent from an eligible position due to U.S. military service, provided that you resume employment with the Company within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.
Years of Post-2011 Benefit Accrual Service
Definition of Post-2011 Benefit Accrual Service
Years of Post-2011 Benefit Accrual Service are used, along with your Final Average Pay, to determine the amount of your monthly retirement benefit for service after December 31, 2011. No Years of Post-2011 Benefit Accrual Service are credited for service before January 1, 2012.

How Service Is Earned
You receive Years of Post-2011 Benefit Accrual Service for your employment in an eligible group of employees after December 31, 2011 while you are eligible to participate in the Plan (including any period during which you were completing your year of eligibility service). Your Years of Post-2011 Benefit Accrual Service are measured in years and fractions of a year, rounded to the next full month. You won’t receive Years of Post-2011 Benefit Accrual Service for service before January 1, 2012; for periods lost due to a Break in Service; or after you cease to be eligible to participate in 2012 or later.

Years of Post-2011 Benefit Accrual Service will not be credited for periods for which you receive lump sum payment for accrued vacation.

Military Service
Years of Post-2011 Benefit Accrual Service include the period of time after December 31, 2011 you are absent from an eligible position due to U.S. military service, provided that you resume employment with the Company within the time period after becoming eligible for discharge or release from the U.S. military service, during which your reemployment rights are protected by law.

Leave of Absence
Years of Post-2011 Benefit Accrual Service include a period of approved leave of absence (other than an FMLA leave) up to two years, but only if you are eligible to participate when the leave begins; and you return to work or die before the leave ends.

Transfers from Ineligible Positions or Nonparticipating Companies
If, on or after May 1, 1984 and before January 1, 2012, you become eligible to participate in the Plan because of a change in your job classification or a transfer from an Affiliated Employer that is a nonparticipating company, for benefit accrual purposes, you generally receive credit only for

- Pre-2012 Credited Hours of Service and Years of Pre-2012 Benefit Service during which you’re eligible to participate in the Plan after December 31, 1983 and before January 1, 2012.

- Years of Post-2011 Benefit Accrual Service during which you’re eligible to participate in the Plan after December 31, 2011.

Special provisions apply for certain transfers from ABC before January 1, 2012.

An employee who transfers, on or after January 1, 2012, to salaried employment with the Company from an ineligible group or a nonparticipating company will not be eligible to participate in the Plan, regardless of the reason for the transfer.
**Hours of Service**

**Earning Hours of Service**

Hours of service determine your Years of Vesting Service and your right to a vested retirement benefit. You earn service for your time at work for the Company or an Affiliated Employer, and in some cases, for time away from work. You receive one hour of service for each hour you're paid or entitled to payment for performing duties at the Company or an Affiliated Employer, paid or entitled to payment by the Company or an Affiliated Employer for: vacation; holidays; illness; layoff; jury duty; military duty; disability; and approved paid leave of absence, or entitled to back pay by the Company or an Affiliated Employer.

You can't earn more than 501 hours of service for any single period away from work. A break in service occurs when you leave the Company and all Affiliated Employers or work less than 501 hours in a calendar year or as otherwise described below.

**Pre-2012 Credited Hours of Service**

You receive one Pre-2012 Credited Hour of Service for each hour of service you complete in an eligible job classification on or after January 1, 1984 and before you're eligible to participate; while you're eligible to participate on or after May 1, 1984, and before January 1, 2012; and before May 1, 1984 in an Associated Plan.

Special rules apply if the Company made required contributions on your behalf to the Motion Picture Industry Pension Plan or another entertainment industry plan.

You'll receive 45 Pre-2012 Credited Hours of Service for any week during a plan year beginning before January 1, 2012 in which you complete at least one Pre-2012 Credited Hour of Service (generally 2,340 hours per year) for performing duties.

**Hours of Service Not Credited**

You won't be credited for hours of service for time you're away from work for the Company or an Affiliated Employer and receiving payments due to workers' compensation; unemployment; disability insurance laws; and reimbursement for medical expenses.

You won't receive Pre-2012 Credited Hours of Service for any hour of service after December 31, 2011; while you're not eligible to participate in the Plan (except as provided above); or lost due to a break in service.

**Break in Service**

If you earn less than 501 Hours of Service in a calendar year beginning before January 1, 2012, you will have a break in service during that calendar year. You also generally will have a break in service for any 12-consecutive-month period beginning on or after January 1, 2012 during which you earned no Hours of Service.

If you have less than five consecutive breaks in service, or if you are vested when your break in service begins, your pre-break Years of Vesting Service, Years of Pre-2012 Benefit Service (including, for purposes of this paragraph, any past service before May 1, 1984), and Years of Post-2011 Benefit
Accrual Service are restored if you later return to the Company or an Affiliated Employer. However, if you are not vested and you have five or more consecutive breaks in service, you will lose credit for those prior Years of Vesting Service, Years of Pre-2012 Benefit Service, and Years of Post-2011 Benefit Accrual Service. Also, if you have previously received a lump sum payment of your entire accrued benefit under the Plan, your prior Years of Pre-2012 Benefit Service and Years of Post-2011 Benefit Accrual Service will be disregarded when you return to the Company or an Affiliated Employer.

If you were a plan participant when you terminated employment, weren't vested at that time, and were rehired by the Company before January 1, 2012 in an eligible position before you had five consecutive breaks in service, you were immediately eligible to participate in the Plan when you were rehired. Otherwise, if you returned before January 1, 2012 after five or more consecutive breaks in service and you were not previously vested, you were required to fulfill the eligibility requirements again in order to resume participation. If you were vested on your termination date, you were eligible to immediately resume participating in the Plan upon your return to an eligible position before January 1, 2012, regardless of the number of breaks in service that occurred. If you have a break in employment and return to the Company or an Affiliated Employer on or after January 1, 2012, you cannot resume participation in the Plan. However, you may be eligible to participate in the Disney Retirement Savings Plan.

You generally won't have a break in service if you take an authorized leave of absence for your pregnancy; the birth or adoption of a child; or caring for a child immediately after the birth or adoption.

You'll be credited with up to 501 hours of service during your absence but only for purposes of ensuring you don't have a break in service. Starting in 2012, the first year of your leave of absence for the above reasons generally will count as service, and the second year will not count as a break in service.

You also won't have a break in service: if you leave the Company to serve in the armed forces and return to active employment after you complete your military service within the period provided under veteran’s reemployment rights laws. You'll be credited with service under the Plan according to those laws, or solely due to a period of leave under the Family and Medical Leave Act of 1993.

If you had a break in service before January 1, 1985, you will lose credit for your prior Years of Vesting Service and Years of Pre-2012 Benefit Service, and the above rule will not apply, if your consecutive breaks in service as of December 31, 1984 equaled or exceeded your Years of Vesting Service or Years of Pre-2012 Benefit Service, respectively, as of your pre-1985 termination date.
Overview of Service Under the Disney Retirement Savings Plan

The following text summarizes some of the service provisions described in the Summary Plan Description (SPD) for the Disney Retirement Savings Plan. However, it does not attempt to spell out all the details, provisions, limitations, restrictions, and exclusions of the plan. See the SPD for details.

Who’s Eligible

You are eligible to participate if you are: A full-time or part-time salaried employee or cast member of the Company hired on or after January 1, 2012 (including rehires, transfers and promotions) Not accruing benefits under a Disney Defined Benefit Plan, and Not covered by a collective bargaining agreement (unless the collective bargaining agreement specifically provides for your participation in the Plan).

The term “Company” means all participating companies. You can obtain a list of participating companies from the Disney 401(k) Office at (818) 558-2060.

You are not eligible to participate in the Plan if you are: a leased employee, not classified as an employee by the Company, regardless of any later determination to the contrary by the IRS or any governmental agency or ruling, covered by a collective bargaining agreement that does not provide for participation in the Plan, covered by any agreement that precludes participation in this Plan, not paid directly by the Company, a nonresident alien with no U.S.-source income, or a daily hire or employee hired by ABC for a temporary period (such as a special event or specific prime-time program or series).

How to Join the Plan

If you are eligible to participate in the Plan (see “Who’s Eligible”), you will join the Plan on the day you complete one year of Eligibility Service, provided you have attained age 18. You do not have to take any action to begin participating in the Plan.

Company Contributions

After you have become a participant, the Company will contribute a percentage of your eligible pay each calendar quarter.

Eligible pay will include base salary, regular bonuses, overtime pay and commissions. Isolated pay practices—such as sign-on bonuses and retention bonuses—will not be considered eligible pay. Quarterly eligible pay is limited by the fraction of the year that has elapsed multiplied by maximum annual compensation permitted by law (i.e., $250,000 for plan year 2012). For example, eligible pay during the first quarter of 2012 is limited to $62,500 (25% multiplied by $250,000). An employee’s age equals the years and completed months of age that the employee would attain if he lived until the last day of the Plan Year. An employee’s Benefit Service equals the years and completed months of Benefit Service that an employee would earn if he remained employed by the Company until the last day of the Plan Year.

Each quarter’s contribution will be calculated based on aggregate eligible pay through that calendar quarter, subject to maximum compensation limits, and then reduced by any employer contributions made to date in the preceding calendar year quarters. Company Contributions will be deposited to your account as soon as administratively possible after you become eligible to participate. You are not required to make any contribution to the Plan, nor are you permitted to do so. In addition, you cannot make rollover contributions from other qualified retirement plans. If, after your participation begins, you transfer to an ineligible job classification or to an affiliated employer that has elected not to contribute to the Plan, your account balance will remain in the Plan and you can still manage your account balance. However, you will not receive any new Company contributions to your account.
Vesting
You become fully vested in, or own, your Plan account when you: complete three years of Vesting Service; reach age 65; or die. Vesting applies to both Company contributions and any investment gains or losses on them. If you separate from service before becoming fully vested in your account, you will forfeit the entire balance.

Service
Your service with the Company determines: your eligibility to participate in the Plan (Eligibility Service), when you own your benefit (Vesting Service) and the Company contribution percentage used to calculate your benefit (Benefit Service). Generally, you earn one year of Eligibility Service, Vesting Service and Benefit Service for each of your complete twelve consecutive months of employment with the Company.

If you have an Authorized Leave of Absence of less than two years, you will be credited with Eligibility Service and Vesting Service for that period if you resume active employment or die within the period specified in the leave. If you are a participant at the time you commence your Authorized Leave of Absence, you will also be credited with Benefit Service for the period of your leave.

Eligibility Service, Vesting Service and Benefit Service will be credited for the period of time you spend in the military service of the United States, provided that you resume employment with the Company within the period after becoming eligible for discharge or release from the U.S. military service and during which your employment rights are protected by law.

Break in Service
You generally will have a break in service for each 12 consecutive month period during which you do not work for the Company. If you have less than five consecutive breaks in service, or if you are fully vested when your break in service begins, your pre-break years of Eligibility Service, Vesting Service and Benefit Service are restored if you later return to the Company. However, if you are not vested and you have five or more consecutive breaks in service, you will lose credit for those prior years of Eligibility Service, Vesting Service and Benefit Service.

If You Were Not Fully Vested
If you were not fully vested at the time of your separation and you have a break in service of less than five years, your forfeited Plan account is reinstated if you return to the Company, not including investment gains or losses that would have occurred during the break in service. If you have a break in service of five or more consecutive years, your forfeited plan account is not reinstated.
Overview of Service Under the Disney Associated Companies’ Retirement Plan
The following text summarizes some of the service provisions described in the Summary Plan Description (SPD) for the Disney Associated Companies’ Retirement Plan. However, it does not attempt to spell out all the details, provisions, limitations restrictions, and exclusions of the plan. See the SPD for details.

Your Benefit Amount
Your retirement benefit is determined by using all of these factors: Your Credited Years of Service; Your Credited Hours of Service.

The Benefit Schedule
If you are a participating salaried or hourly retail employee, your retirement benefit is determined by using these factors: your years of benefit service, the benefit schedule.

Eligibility to Receive Retirement Benefits
If you meet the vesting requirements, your age when you leave the Company and service with the Company generally will determine your eligibility for: normal retirement, early retirement, late retirement, deferred vested benefits, disability benefits (except if you are a participating salaried or hourly retail employee), age 70-1/2 minimum distributions.

You receive your full benefit if payments begin on or after your normal retirement date in the form of a Single Life Benefit (which pays benefits monthly for your life). If payments begin earlier or you elect a payment method other than the Single Life Benefit, your monthly benefit is reduced because it's expected to be paid to you for a longer period of time. These and other reductions and adjustments described in this SPD are based on the actuarial assumptions and factors specified in the Plan document.

If you become divorced or separated, a Qualified Domestic Relations Order (QDRO) might affect how benefits are paid.

Separation from Service Before You're Vested
If you leave the Company and all Affiliated Employers before you're vested, no plan benefits are payable other than the refund of your employee contributions plus interest.

Associated Plan
The term "Associated Plan" is used to describe the Disney Associated Companies’ Retirement Plan (or any of the following former Plans which were merged into that Plan effective January 1, 2007): Walt Disney Productions and Associated Companies’ Retirement Plan; Disneyland and Associated Companies’ Retirement Plan; Walt Disney World Co. and Associated Companies' Retirement Plan; and MAPO Retirement Plan (merged into the Walt Disney Productions and Associated Companies’ Plan on January 1, 1991).
If you participated in an Associated Plan, you were required to make certain contributions ($.07 per hour worked up to 40 hours per week, for four full years up to a maximum of $582.40).

If you are vested and elect to receive your Associated Plan contributions plus interest when you terminate employment, your monthly retirement benefit will be reduced to reflect the actuarial value of the distribution. If you're rehired, information on reinstituting this benefit will be provided to you.

If you die before receiving any retirement benefit, your designated beneficiary will automatically receive a refund of your unpaid contributions plus interest to the extent the total amount paid under the Plan’s preretirement death benefit provisions does not at least equal that amount.

**Eligibility to Participate**
You're eligible to participate in the Plan if you are in an eligible group of employees; and have completed one year of eligibility service.

You earn one year of eligibility service if you work 750 hours of service during the 12-month period ending on the first anniversary of your hire date or during any plan year that begins after your hire date.

Certain employees (“retail employees”) have different service requirements under the Plan. If you are considered a retail employee, you earn one year of eligibility service if you work 1,000 hours of service during the 12-month period ending on the first anniversary of your hire date. If you don't meet this requirement, you're eligible to participate after you complete 1,000 hours of service during any subsequent plan year.

**When Participation Begins**
When you meet the eligibility requirements, you'll be notified that you can elect to begin contributing to the Plan. You begin participating on the first day of the first payroll period in which employee contributions are deducted from your paycheck. If you enroll when you are first eligible, your service will be applied from your original hire date.

If you don't enroll when you're first eligible, you can join the Plan at any time in the future, as long as you're still eligible, but you'll earn future service only. You won't earn service for the time you're eligible to participate but don't make employee contributions, but you will keep your vesting service that applies to the period of employment during which you were meeting the service requirement for eligibility to participate in the Plan.

**Changes in Eligibility Status**
If you're no longer eligible to participate in the Plan because of a change in your job classification, you'll still earn service for eligibility purposes if you're working for the Company or an Affiliated Employer, as long as you have made and continue to make all required employee contributions to this Plan and to any other plan in which you're eligible to participate.
Motion Picture Plan Participation (Walt Disney Productions)
Special rules for calculating your retirement benefit, Credited Years of Service, and Credited Hours of Service may apply if you were a participant in the Motion Picture Industry Pension Plan ("Motion Picture Plan") and you made the required contributions to that Plan.

American Federation of Musicians Retirement Plan Participation (Disneyland)
As of June 30, 1993, your participation, if any, in this Plan ended. However, you may have an interest in this Plan based on your Credited Years of Service and Credited Hours of Service before July 1, 1993. At that time, you became a participant in the American Federation of Musicians Retirement Plan. If you have any questions about that program, contact your union representative.

American Federation of Musicians Retirement Plan Participation (Walt Disney World)
As of July 3, 1993, your participation, if any, in this Plan ended. However, you may have an interest in this Plan based on your Credited Years of Service and Credited Hours of Service before July 4, 1993. At that time, you became a participant in the American Federation of Musicians Retirement Plan. If you have any questions about that program, contact your union representative.

Equity League Pension Trust Fund Participation (Actor’s Equity)
As of January 28, 1995, your participation, if any, in this Plan ended. However, you may have an interest in this Plan based on your Credited Years of Service and Credited Hours of Service before January 29, 1995. At that time, you became a participant in the Equity League Pension Trust Fund. If you have any questions about that program, contact your union representative.

W-2 Reporting
The Company is required to report on your annual W-2 payroll statement if you're an active participant in a pension plan. You’re considered an active participant if you meet the eligibility requirements for the Plan, even if you don't participate.

Eligible Groups of Employees
You're eligible to participate in the Plan if you're: an hourly employee of the Company (except for certain salaried retail employees or employees hired June 1, 2000 or later), not a leased employee, not a nonresident alien of the United States with no U.S. source income, not eligible to participate in the Disney Salaried Retirement Plan, the ABC, Inc. Retirement Plan, or the Disney Salaried Pension Plan, not covered by a collective bargaining agreement (unless the collective bargaining agreement specifically provides for coverage by the Plan), or not covered by an agreement that excludes you from participation in this Plan.

You're not eligible to participate in the Plan if you perform services for the Company solely as a director or independent contractor, you’re not paid directly by the Company, or you're not classified or not regarded as an employee by the Company, regardless of any later determination to the contrary by the IRS or any governmental agency or ruling.
Overview of Service Under the Disney Savings and Investment Plan

The following text summarizes some of the service provisions described in the Summary Plan Description (SPD) for the Disney Savings and Investment Plan. However, it does not attempt to spell out all the details, provisions, limitations restrictions, and exclusions of the plan. See the SPD for details.

Who’s Eligible

You are eligible to participate:

- If you are on Disney payroll and are a salaried or hourly employee of the Company; at least 18 years of age; and not covered by a collective bargaining agreement (unless the collective bargaining agreement specifically provides for your participation in the Plan), or
- If you are on ABC payroll and are: a regular, nonunion employee of the Company; or an employee covered by a collective bargaining agreement that provides for participation in this Plan.

The term "Company" means all participating companies. You can obtain a list of participating companies from Fidelity Investments.

If you meet the eligibility requirements and complete 90 days of service, you can begin saving in the Plan.

You are not eligible to participate in the Plan while you are: an ABC employee who is not paid in U.S. dollars; a Disney employee who is a nonresident alien with no U.S.-source income; a leased employee; performing services for the Company solely as a director or independent contractor, you’re not paid directly by the Company, or you’re not classified or not regarded as an employee by the Company, regardless of any later determination to the contrary by the IRS or any governmental agency or ruling; employed in a division or group of employees designated by the Company as ineligible for Plan participation; covered by a collective bargaining agreement that does not provide for participation in the Plan; covered by any agreement that precludes participation in this Plan; not paid directly by the Company; or an ABC daily hire, or hired by ABC for a temporary period (such as for a special event or specific prime-time program or series).

If you transfer to an ineligible job classification, your account balance will remain in the Plan and you can manage your account investments. However, you will not be able to make new contributions to the Plan.

Participation in the Plan is voluntary. If you want to participate, you must enroll.

How to Join the Plan

Once you meet the eligibility requirements, an enrollment package will be mailed to you approximately 30 days before your eligibility date. To join the Plan, simply log on to Fidelity’s NetBenefits website from the NetBenefits link on Disney Add It Up! Online (www.disneyadditup.com) or call the Disney...
Add It Up! Benefits Center at 1-800-354-3970. Using either of the automated services, you will indicate the percentage of pay you want to contribute on either a pretax or after-tax Roth basis, and select investment funds for your contributions.

You will receive immediate confirmation of your online enrollment. If you enroll by phone, you should receive confirmation of your enrollment within three to five business days after you call.

Your contributions will be deducted from your paycheck beginning as soon as administratively possible after you become eligible to participate and contact Fidelity to enroll.

Note: Be sure to keep your mailing address on record current. Active employees can make address changes through SAP. If you have left the Company, please contact Fidelity to update your address.

Company Matching Contributions
After the first anniversary of the date you were hired by the Company, regardless of the number of hours you worked, the Company helps your savings grow by making matching contributions to your account.

For every dollar of your pretax and Roth 401(k) contributions (but not catch-up contributions) under the Plan up to the first 4% of your eligible pay, the Company will add a percentage of your eligible pay. Matching contributions are deposited in your Plan account each payroll period in which you contribute after the first anniversary of your hire date.

Vesting
You are always fully vested in (which means you have a nonforfeitable right to) your pretax contributions, after-tax contributions (made before 1987 to the Disney Salaried Plan or before 2002 to the ABC Plan), Roth 401(k) contributions, and rollover contributions, as well as any investment gains or losses on them. You are also fully vested in any Company matching contributions or special contributions and their investment gains or losses.

Breaks in Service
If you were eligible to participate in the Plan upon your separation from service, you will be eligible to participate in the Plan when you return, regardless of the length of your break in service. You can enroll immediately upon reemployment as long as you are reemployed as an eligible employee.