

# BE OUR GUEST TO ENDLESS MAGIC SWEEPSTAKES

## OFFICIAL RULES

***NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED.***

***BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.***

**1. SPONSOR:** Disney Online, 1200 Grand Central Avenue, Glendale, CA 91201 ("**Sponsor**").

**2. ADMINISTRATOR:** Ventura Associates International LLC, 60 East 42nd Street, New York, NY 10165 ("**Administrator**"), an independent judging organization whose decisions are final and binding with respect to this sweepstakes ("**Sweepstakes**").

**3. ELIGIBILITY:** Open to persons who are 18 years of age or older (or who have reached the age of majority in his/her state/province of residence, whichever is older), who are legal residents of, and physically located within, the 50 United States, the District of Columbia, or Canada (excluding Quebec) (collectively, "**Territory**"), and are not employees of Sponsor or Administrator, their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "**Entities**"); nor members of their households (defined as people who share the same residence at least three (3) months a year, whether related or not) or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses). Subject to all applicable federal, provincial, state, local and municipal laws and regulations.

**4. ENTRY:** You may enter this Sweepstakes via the internet during the period beginning at 12:00 PM PT, February 22, 2017 and ending at 11:59 PM PT, March 31, 2017 ("**Entry Period**"). You must be a registered Disney.com member ("**Member**") to enter. Visit [parks.disney.com/be-our-guest-to-endless-magic-sweepstakes](http://parks.disney.com/be-our-guest-to-endless-magic-sweepstakes) ("**Website**") and look for the "Enter" button.

**Existing Member:** As a Member of Disney.com, you may enter by logging into the Website with your user name ("**User Name**") or email address ("**Address**") and password. You can enter the Sweepstakes by following the instructions on the Website. You will need to check a box agreeing to these Official Rules ("**Rules**") and then hit the "Enter" button to complete

your entry into the Sweepstakes (individually, and “**Entry**” and collectively, “**Entries**”). If this box is not checked, you will not be able to enter the Sweepstakes; OR

**Non-Member:** If you are not a Member of Disney.com, you may become a Member for free by visiting the Website, clicking on the “Not registered?” link and providing the requested information on the registration form through the “Create Your Disney Account” section on the Website. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the Terms of Use (“**TOU**”) located at <https://disneytermsofuse.com>. Once you are a Member, you may enter the Sweepstakes by following the instructions on the Website. You will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the “Enter” button to complete your Entry. If this box is not checked, you will not be able to enter the Sweepstakes.

For purposes of these Rules, all times and days are Pacific Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes. Normal internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor of a change in your Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log-in to your account with your User Name or Address and password, click on “Modify” and follow the instructions on how to change the Address.

**5. LIMITATIONS:** All Entries must be received by March 31, 2017. Entries are limited to one (1) Entry per Member per day for each day during the Entry Period, whether a Member has more than one (1) Address or more than one (1) person uses the same Address. A “day” is defined as starting at 12:00 AM and ending at 11:59 PM except for the first day which will begin at 12:00 PM. Any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in disqualification at Sponsor and/or Administrator’s sole discretion. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “**Releasees**”) are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that

are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, internet service provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees.

**6. PROCEDURES:** All Entries must be received during the Entry Period. On or about April 11, 2017, in a random drawing conducted by the Administrator, the potential Winners (as defined in Section 7 below) will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning depend on the total number of eligible Entries received during the Entry Period.

**7. WINNERS:** On or about April 11, 2017, the potential Winners will be notified via email to obtain each potential Winner's mailing address as well as any additional required information ("**Email Notification**"). Once mailing addresses are provided to Administrator, the potential grand prize winner ("**Grand Prize Winner**") will be sent acceptance paperwork by overnight delivery service. First prize winners ("**First Prize Winner(s)**") will not be asked to complete any additional paperwork.

Grand Prize Winner and First Prize Winners shall collectively be referred to herein as, the "**Winners**" or individually, a "**Winner**").

Any Canadian resident who is a potential Winner will be required to correctly answer a time-limited mathematical skill testing question (the "**Math Question**") without assistance of any kind whether mechanical or otherwise in order to be declared a Winner and be eligible to collect their Prize (as defined and described in Section 8).

At the sole discretion of the Sponsor and/or Administrator, disqualification, forfeiture and the selection of any alternate potential Winner, if time permits, may result from any of the following: **[a]** a potential Winner's failure to respond to Email Notification within two (2) business days after transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** the return of any other notification as undeliverable; **[d]** a potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** a potential Winner's failure to provide Sponsor/Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[f]** a potential Grand Prize Winner's failure to execute and return either (i) if a United States resident, an Affidavit of Eligibility/Liability/Publicity Release ("**Affidavit**") within five (5) business days after its mailing; or (ii) if a Canadian resident (excluding Quebec), a Declaration of Eligibility/Release of Liability/Publicity Release ("**Declaration**" and together with Affidavit, collectively referred to herein as, "**Affidavit/Declaration**"), within ten (10) business days after transmission (Administrator will pay the return cost for overnight mail return of the Affidavit/Declaration); **[g]** the potential Grand Prize Winner's failure to provide any required additional information upon Sponsor's and/or Administrator's request including, without limitation, any applicable tax forms; **[h]** the potential Grand Prize Winner's failure to take the Trip (as defined in Section 8) between June 1, 2017 and May 24, 2018; **[i]** any potential non-U.S. domiciled Grand Prize Winner's failure to remit to Sponsor an amount necessary to cover the applicable withholding taxes at the normal rates required by law (notwithstanding any tax treaties that may provide for lower rates of tax withholding, including exemption from withholding with the satisfaction of qualification requirements); **[j]** a potential Winner's failure to validly claim a Prize by June 30, 2017, **[k]** if a potential Grand Prize Winner is a Canadian resident, failure to correctly answer the Math Question; and **[l]** any other non-compliance with these Rules. In the event of a disqualification of a Winner or forfeiture of a Prize, the Sponsor may, in its sole discretion, select or not select an alternate potential Winner and award or not award the forfeited Prize.

**8. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** ARV is in US Dollars. One (1) grand prize ("**Grand Prize**") and thirty (30) first prizes ("**First Prize**") will be awarded.

Grand Prize and First Prize shall collectively be referred to herein as, "Prizes" or individually "Prize."

One (1) Grand Prize includes a five (5) day / four (4) night trip for Grand Prize Winner and up to three (3) guests (individually, “**Guest**,” the Guests and Grand Prize Winner shall collectively be referred to as the “**Group**”) to Orlando, Florida (“**City**”) to visit *Walt Disney World*® Resort near City (“**Trip**”), consisting of the following elements for the Group: **[1]** hotel accommodations (one (1) standard room/quad occupancy, including room tax) for four (4) nights at a *Walt Disney World*® Resort hotel selected by Sponsor in its sole discretion; **[2]** four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper*® Option; **[3]** one (1) Disney Gift Card with a value of five hundred dollars (\$500) for Grand Prize Winner; **[4]** one (1) Disney Signature Dining experience for four (4) persons (subject to availability). A Disney Gift Card will be provided to cover the expense of this experience (subject to restrictions); **[5]** one (1) Memory Maker product which includes unlimited *Disney PhotoPass*® service photos including those taken at select attractions and dining locations; **[6]** services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day; **[7]** one (1) Welcome Basket in Grand Prize Winner’s *Walt Disney World*® Resort hotel room; **[8]** if Grand Prize Winner’s residence is located more than two hundred fifty (250) miles from City, round-trip coach air transportation (with possible layovers) for the Group on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Prize Winner’s residence (“**Airport of Origin**”) and Orlando International Airport; but if Grand Prize Winner’s residence is located two hundred fifty (250) miles or less from City, then air transportation or any other form of transportation will not be provided to the Group, and **[9]** round trip ground transfers between the Orlando International Airport and the *Walt Disney World*® Resort via *Disney’s Magical Express* coach service when air transportation is provided. If the Grand Prize is awarded to a nonresident of California, the Grand Prize will also include an estimated cash amount of **\$788.54**, which will be withheld to defray payment of California nonresident withholding tax payable as a result of winning the Grand Prize. ARV (if Grand Prize Winner is a resident of California): **\$10,476.36**, or **\$11,264.90** (if Grand Prize Winner is not a resident of CA), which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All benefits and payments in connection to the Grand Prize are personal to the Grand Prize Winner and are not redeemable for cash and neither is assignable nor transferrable.

Thirty (30) First Prizes: Each First Prize Winner will receive one (1) Beauty and the Beast Soundtrack. ARV: US\$13.95. First Prizes will be delivered within 8 to 10 weeks after random drawing.

Total ARV of all Prizes: US\$10,894.86 to US\$11,683.40.

For Grand Prize:

All members of the Group: (i) will be required to execute and return a Release of Liability prior to participation in the Trip; (ii) are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, passport, etc.) before departure; and (iii) are responsible for any picture identification requirements associated with air travel. Grand Prize Winner is required to have and present at least one major credit card in good standing in order to check-in. If any Guest is a minor, he/she must be accompanied on the Trip by his/her parent or legal guardian, who shall count as one of the Grand Prize Winner's allotted Guests.

All expenses in connection with Trip not specifically mentioned herein are not included and are solely the Grand Prize Winner's responsibility, including but not limited to: round trip transportation between the Grand Prize Winner's residence and the Airport of Origin transportation meals, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, tips, gratuities, service charges or taxes.

If Grand Prize Winner elects to take the Trip without Guests or fewer Guests than provided for in the Grand Prize package, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Grand Prize Winner will not receive any compensation or substitute/alternate Grand Prize for same. Once selected by Grand Prize Winner, Guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. The Grand Prize Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove any member of the Group from any activity at any time if such Group member's behavior at any point is disruptive or may or does cause damage to person, property or the reputation of Sponsor, or an affiliate, or otherwise violates the rules or policies of the Sponsor. The Grand Prize Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of any of Guests related to any Sweepstakes-related activity or travel. Any portion of the Trip not accepted by Grand Prize Winner will be forfeited. Trip components are subject to change without notice.

Certain restrictions, as determined by Sponsor, may apply. If the Group cannot comply with these restrictions or any portion of these Rules, the Grand Prize will be forfeited in its entirety and an alternate Grand Prize Winner may be chosen, if time permits.

Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice at least forty-five (45) days prior to the intended travel dates. **Trip must be taken between June 1, 2017 and May 24, 2018.** Departure date and accommodations are subject to availability; certain restrictions and block-out dates may apply. Flight details are subject to availability and airline carrier's regulations and conditions apply. Group must travel together on the same itinerary and must travel from the same Airport of Origin. No extensions will be granted. If Group cannot travel on the dates specified by Sponsor, the Grand Prize will be forfeited in its entirety, the Sponsor will have no further obligation to the Grand Prize Winner, and the Grand Prize may be awarded to an alternate Grand Prize Winner selected in a random drawing from among all remaining eligible Entries, if time permits. The Trip may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. None of the Releasees are responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Grand Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Grand Prize with another prize of equal or greater value.

All taxes (including, without limitation, U.S. federal, foreign, provincial, state and local taxes, income and withholding taxes, sales taxes, VAT, GST, PST, HST) on or connected with the Grand Prize, and the reporting consequences thereof, are solely the responsibility of the Grand Prize Winner. The Grand Prize Winner may be required to remit to Sponsor an amount to cover the balance or the entire amount, as the case may be, of all applicable California state taxes and federal withholding taxes at the normal rates required by law (notwithstanding any tax treaties that may provide for lower rates of tax withholding, including exemption from withholding with the satisfaction of qualification requirements) prior to being awarded the Grand Prize and failure to do so will result in disqualification. The Grand Prize Winner (if US resident) will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Grand Prize. If requested, Grand Prize Winner must provide Administrator with a completed IRS Form W-9, Request for Tax Identification Number and Certification. If Grand Prize Winner is a resident of California, Grand Prize Winner must also

provide Administrator with a completed California Form 590, Withholding Exemption Certificate. If Grand Prize Winner is not a resident of California, the Grand Prize will be subject to California nonresident withholding tax and Grand Prize Winner will receive a California Form 592-B. If Grand Prize Winner is a Canadian resident, s/he will receive an IRS Form 1042-S. In the event of a disqualification or Grand Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate Grand Prize Winner and award or not award the forfeited Grand Prize.

All terms and conditions of the Disney Gift Card found at <https://www.disneygiftcard.com/ProductInformation/Terms> apply.

For all Prizes:

If the actual value of any Prize is less than the stated ARV, the difference will not be awarded. Any depiction of any Prize is for illustrative purposes only and may not reflect the actual Prize won. Prize is not redeemable for cash or transferable, except the Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator's sole discretion, a Prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen Prize. Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated and tickets, vouchers and gift cards will not be replaced if lost or stolen. Prizes will be awarded provided a sufficient number of eligible Entries are received. If a Prize remains unclaimed after June 30, 2017, then no alternate Winner will be selected, nor unclaimed Prizes awarded. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

**9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("**Privacy Policy**"). Participation in the Sweepstakes constitutes consent to the transfer of personal information to the United States for purposes of administration of the Sweepstakes and for such other purposes as you may consent.

**10. CONDITIONS:** By entering this Sweepstakes and/or accepting a Prize you may win, you agree that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]**

you will abide by and be bound by these Rules, the Sponsor's and/or Administrator's decisions, which are final and binding, and Sponsor's Privacy Policy; **[c]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[d]** you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[e]** Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); **[f]** a Winner's acceptance of a Prize (and Winner's Guests, in the case of the Grand Prize) constitutes the grant to Sponsor and assigns of an unconditional right to use a Winner's name, address (city and state or province only), voice, likeness, photograph, biographical and Prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[g]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters (a "**Force Majeure**") beyond the Sponsor's and/or Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor and/or Administrator has the right, in their sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes, and in such event, to select any potential Winner by such method as Sponsor and/or Administrator in their sole discretion shall consider equitable; **[h]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human error, errors in the advertising, Rules and selection and announcement of the Winner; **[i]** any portion of a Prize not accepted or used by a Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of any potential Winner to accept or use a Prize (or any portion thereof) for any reason; **[k]** the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(i)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(ii)** violating the Rules; **(iii)** violating the terms of service, Privacy Policy or other terms, conditions of use and/or

general rules or guidelines of any Sweepstakes property or service; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor; **[l]** Sponsor has the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[m]** since any attempt by any individual to damage the Website or undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[n]** all disputes, claims and causes of action at law or in equity (individually, "**Claim**") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or the Prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; **[o]** any and all Claims shall be resolved individually, without resort to any form of class action; **[p]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[q]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[r]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Trip (or the First Prize), and if such occurs, the Prize will be substituted with a Prize of equal or greater value; **[s]** Winner's acceptance of a Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Prize ("**Fulfillment Film**"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[t]** Sponsor's use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; **[u]** Sponsor shall have the right to make such

changes to the Fulfillment Film and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; **[v]** Prize cannot be sold, nor can a potential Grand Prize Winner charge guests for participating in the Trip; and **[w]** If the Trip has already commenced and there is an event of Force Majeure, then Sponsor and/or Administrator has the right, in their sole discretion, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible.

**11. RULES & WINNERS' LIST:** For a copy of the Winners' List (after June 30, 2017 and before July 31, 2017) and/or Rules (before March 31, 2017), send a self-addressed, stamped envelope to: Be Our Guest to Endless Magic Sweepstakes, Winner/Rules, c/o Ventura Associates, Dept. HD, 60 East 42<sup>nd</sup> Street, New York, NY 10165 designating either "Winners' List" or "Rules." A copy of the Rules may also be obtained by printing this web page.

All trademarks referenced herein are the property of their respective trademark owners, who are not sponsors of this Sweepstakes, nor do they have any responsibilities regarding its conduct or administration.