

**DISNEY INFINITY 3.0 GAMER ADVENTURE GETAWAY
SWEEPSTAKES**

OFFICIAL RULES

**NO PURCHASE/PAYMENT OR TEXT MESSAGE NECESSARY TO
ENTER OR WIN.**

**A PURCHASE/PAYMENT OR TEXT MESSAGE WILL NOT IMPROVE
ONE'S CHANCES OF WINNING.**

MANY WILL ENTER. FEW WILL WIN.

1. SPONSOR: ABC Cable Networks Group, dba Disney Channel ("Sponsor"), 3800 W. Alameda Avenue, Burbank, CA 91505.

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

3. ELIGIBILITY: Open only to persons, who are, as of date of Entry, 10 years of age or older, legal residents of, and physically located within, the 50 United States or D.C., (collectively, "Territory") and not employees of Sponsor, Administrator, or 3ci; 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 or immediate families (defined as Parent, spouse, siblings and the spouses of each). Sponsor shall be the final determinate on all eligibility questions and/or issues and such determinations shall be final.

4. ENTRY: You may enter this Sweepstakes during the period beginning at 12:00 A.M. Pacific Time ("PT"), November 13, 2015 and ending at 11:59 P.M. PT, November 29, 2015 ("Entry Period") in one (1) of the two (2) following ways:

(a) **SMS TEXT ENTRY:** You may enter this Sweepstakes by texting "IN" on your cell phone ("Cell") as an SMS text message to the SMS shortcode 347639 (Disney) ("SMS Entry"). SMS Entrants will receive

one (1) confirmation SMS text message on their Cell. All Cell entrants must have a text messaging two-way capable phone and digital and SMS service in order to enter the Sweepstakes using the text messaging method. Standard carrier-messaging and data charges may apply to each text message sent and received. Text messaging may not be available in all areas. **If you are a minor, as defined by state of primary residence, (“Minor”) you must have the permission of your parent/legal guardian (“Parent”) to enter via SMS Entry. By entering via SMS Entry you grant to Sponsor/Administrator your consent to call your Cell should you be selected a potential Winner (defined below).**

- (b) ONLINE ENTRY: As a registered member (“Member”) of Disney.com, you may enter by logging onto Disney.com/DisneyInfinitySweeps (“Website”), clicking “Enter,” logging in with your Username or Email Address and Password and following the “How to Enter” instructions (“Online Entry”). If you are not a Member, you may become a Member for free by visiting the Website and registering by providing the requested information on the Registration Form through the “Create Your Disney Account” section. After registering, you may enter the Sweepstakes by following the above instructions. Parent of a child under the age of 13, who has not previously registered, will be sent an email notifying him/her of the child’s registration and Online Entry into this Sweepstakes. No response by the Parent to the email is required for the child to enter: however, if the Parent does not want his/her child to enter, Parent may click on a link in the email and complete the steps required to cancel the child’s Online Entry and delete the child’s information. 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 or your Parent’s email address (“Address”). To do so, go to <https://disneyprivacycenter.com/communication-choices/#sec1> log into your Website account with your Member Name and Password, click on “Modify” and follow the instructions on how to change the Address.

For purposes of these Official Rules (“Rules”), all times and days are PT.

“Entry” shall mean and refer to each SMS Entry and Online Entry.

5. LIMITATIONS: All Entries must be received by 11:59 P.M., November 29, 2015. **Entries are limited to one (1) Entry per person/Cell/Address per day (regardless of method of Entry or whether one person has more than one Cell/Address or more than one person use the same Cell/Address). Maximum of 17 Entries allowed per person/Cell/Address during the Entry Period.** In 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 Cell/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 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; lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections, telephone or Cell text messaging availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software or text message malfunctions, 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. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email or Cell accounts to register more than the number of Entries allowed by these Rules may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES:

One (1) grand prize (“Grand Prize” or “Prize”) will be awarded to a Grand Prize winner (“Grand Winner” or “Winner”). The Grand Winner will receive a *Disney Cruise Line*® Bahamian package, for Grand Winner and up to three (3) guests (together with the Grand Winner, the “Group”), consisting of a four (4) night cruise on the Disney Dream (“Ship”) and an opportunity to experience the Disney Infinity Space (the “Trip”). Trip consists of the following elements for the Group: **[a]** one (1) stateroom for up to four Guests aboard Ship; **[b]** all onboard meals (with the exception of *Palo and Remy* Fine Dining); **[c]** pre-paid gratuities, Taxes, Fees and Port Expenses (as defined on the *Disney Cruise Line*® website); **[d]** if Grand Winner’s residence is located more than two hundred (200) miles from Orlando, Florida, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Winner’s residence (“Airport of Origin”) and Orlando International Airport (or other airport at Sponsor’s discretion), but if Grand Winner’s residence is located two hundred (200) miles or less from Orlando, Florida, round-trip ground transportation will not be provided, however, Port Canaveral (“Port”) parking for one (1) personal vehicle is covered; there is no compensation for mileage driven or reimbursement for fuel or a rented vehicle; **[e]** airport/Port transfers if air transportation is provided, and **[f]** one (1) Disney Infinity 3.0 Edition Starter Pack for the PS4™ system which includes: (1) one (1) Disney Infinity 3.0 Edition Video Game; (2) one (1) Disney Infinity 3.0 Edition Base; (3) two (2) *Star Wars*™ Figures: Ahsoka Tano and Anakin Skywalker; (4) one (1) *Star Wars*™ Twilight of the Republic Play Set Piece, and (5) one (1) Web Code Card. Approximate retail value (“ARV”) of the Grand Prize is \$8,403.31, which will vary depending upon Airport of Origin and destination and seasonal fluctuation of cruise and airfare rates at the time Trip is booked. Additional restrictions and/or inclusions regarding the Trip may apply.

Group must travel from January 1, 2016 – December 31, 2016 except for the block out dates of March 21, 2016 – March 25, 2016; June 13, 2016- August 1, 2016; November 21, 2016-November 25, 2016 and December 22, 2016 – December 31, 2016 (subject to change at the sole discretion of Sponsor). If travel is not completed on the required dates the Grand Prize will be forfeited and Releasees will have no further obligation to such Grand Winner. Group must travel together on the same Trip and must travel from the same Airport of Origin.

All members of the Group will be required to execute and return a Release of Liability prior to participation. Members of the Group are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. Grand Winner is responsible for ensuring that members of the Group have proper citizenship documentation. If any of the Grand Winner's travel companions are a Minor, the Grand Winner or one of the other members of the Group must be such Minor's Parent and accompany such Minor in the same room.

All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, and for the Grand Winner, including but not limited to: round trip transportation between the Grand Winner's residence and any Airport of Origin, activities and ground transportation not expressly included in the Trip, alcoholic beverages, specialty snacks & beverages, excess luggage fees, customs and immigration fees, passport costs, travel protection insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, spa services, ship to shore communications (including internet), shore excursions, nursery charges, and other optional activities, telephone calls and some additional gratuities and taxes which are not expressly included in the Trip. Photo identification and credit card or cash deposit may be required at check-in for incidental charges. Trip components are subject to change without notice. Grand Winner is responsible for any transportation not specifically noted in these Rules. Certain restrictions, as determined by Sponsor, may apply. If the Group cannot comply with these restrictions or any portion of these Rules, the Prize will be forfeited in its entirety and an alternate Grand Winner may be chosen. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. If Group cannot travel on the dates specified by Sponsor, the Prize will be forfeited in its entirety and the Prize may be awarded to an alternate Grand Winner selected in a random drawing from among all remaining eligible entries. Travel dates and flight details will be subject to availability. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. 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 accommodations and airline tickets will be determined at the sole discretion of Sponsor. Travel must be round trip. If Grand Winner elects to take the Trip without guests or fewer guests than provided, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Grand Winner will not receive any compensation or substitute/alternate Prize for same. Any portion of the Trip not accepted by Winner will be forfeited. Trip and Trip components may not be sold, traded, transferred, rescheduled to dates not within the fulfillment period set forth above, or refunded. Other travel and accommodation restrictions, conditions and limitations may apply. Airline carrier's and Ship's regulations and conditions apply.

Twenty (20) first prizes ("First Prize" or "Prize") will be awarded to First Prize winners ("First Prize Winner" or "Winner"). Each First Prize Winner will receive: one (1) Disney Infinity 3.0 Edition Starter Pack for the PS4™ system which includes: (1) one (1) Disney Infinity 3.0 Edition Video Game; (2) one (1) Disney Infinity 3.0 Edition Base; (3) two (2) *Star Wars*™ Figures: Ahsoka Tano and Anakin Skywalker; (4) one (1) *Star Wars*™ Twilight of the Republic Play Set Piece, and (5) one (1) Web Code Card. ARV of a First Prize is \$64.99. Total ARV for First Prizes: \$1,299.80.

Total ARV for all Prizes: \$9,703.11.

Prizes will be awarded provided a sufficient number of eligible Entries are received, and Prizes are validly claimed by January 30, 2016, after which no alternate Winners will be selected, nor unclaimed Prizes awarded. Any depiction of a Prize is for illustrative purposes only and may not reflect actual Prize won. Any difference between ARV and actual value will not be awarded. If any portion of the Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Prize with another prize of comparable or greater value. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility. No substitution allowed except, at Administrator's sole discretion, Administrator will not replace any lost or stolen Prize. Prize elements may not be separated. Prize cannot be used in conjunction with any other promotion or offer. All benefits are personal to the Winners and are not redeemable for cash and neither is assignable nor transferrable.

6. PROCEDURES: All Entries must be received during the Entry Period. On or about, December 8, 2015 in a random drawing conducted by the Administrator, the potential Winners 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.

7. WINNERS: On or about December 9, 2015, the potential Winners will be notified via email or cell phone, as appropriate, to obtain his/her mailing address as well as any additional required information or responses. Once a mailing address is available, potential Grand Winner will be sent paperwork by overnight delivery service. Potential First Prize Winners will be sent no further paperwork but will be sent the First Prize which will be delivered within 6 weeks from receipt of mailing address. All legal responsibilities of a Minor entrant under the Rules will be assumed by a Parent; and a Minor Winner's Prize will be awarded in the name of the Parent for the benefit of the Minor. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[a]** a potential Winner's failure to respond to 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 notice or a Prize as undeliverable; **[d]** the potential Winner's failure to provide Administrator with satisfactory proof of age, identity, residency and Minor Winner's consent of Parent; **[e]** the potential Winner's failure to provide Administrator with satisfactory proof that he/she (or Parent) is the authorized account holder of the Cell or Address associated with the winning Entry; **[f]** the potential Winner's failure to provide required additional information upon Administrator's request; **[g]** potential Grand Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[h]** potential Grand Winner's failure to be available to make the Trip between January 1, 2016 – December 31, 2016 except for the block out dates of March 21, 2016 – March 25, 2016; June 13, 2016 - August 1, 2016; November 21, 2016- November 25, 2016 and December 22, 2016 – December 31, 2016 (subject to change at the sole discretion of Sponsor); **[i]** a potential Winner's failure to validly claim any prize by January 30, 2016, and **[j]** any other non-compliance with Rules. In the event of any Prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner.

Winners will be responsible for all federal, state and local taxes associated with the Prize, and for the Grand Winner, including without limitation, providing any and all tax documents such as an IRS Form W-9, and if claiming tax residency in California, California Form 590. Grand Winner, if a nonresident of California, will pay to the Sponsor the 7% California nonresident withholding tax prior to receiving the Prize. Sponsor reserves the right to collect from any Winner any other taxes, including withholding taxes, as required by law. Grand Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. If Grand Winner is a nonresident of California, Grand Winner will also receive Form 592-B reflecting the final actual value of his/her Prize and the 7% nonresident withholding taxes paid to Sponsor.

8. 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").

9. CONDITIONS: By entering this Sweepstakes and/or accepting a Prize, you agree that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[2]** you will abide by and be bound by the Rules and the Sponsor's/Administrator's decisions and the Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be returned; **[4]** 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 any Prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[5]** the 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) and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or Prize; **[6]** a Winner's acceptance of a Prize constitutes the grant to Sponsor and assigns of an unconditional right to use Winner's name, address (city and state 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; **[7]** 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 beyond the 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, except where prohibited by law, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select a Winner by such method as Administrator in its sole discretion shall consider equitable; **[8]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; **[9]** any portion of a Prize not accepted or used by the Winner will be forfeited; **[10]** the Releasees are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; **[11]** the Administrator has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(a)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(b)** violating the Rules; **(c)** 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; **(d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(e)** for any other good cause as determined solely by the Administrator; **[12]** Administrator 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; **[13]** 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 Administrator 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; **[14]** 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 Prizes 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; [15] all Claims shall be resolved individually, without resort to any form of class action; [16] 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 he/she 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; [17] Administrator has the right to modify Prize award procedures at its sole discretion; [18] the Releasees are not responsible for the postponement or unavailability of a Prize, and if such occurs Sponsor (at its sole discretion) may substitute a Prize of equal or greater value; [19] 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 Filming"), 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 Filming 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; [20] Sponsor's use of the Fulfillment Filming 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; [21] Sponsor shall have the right to make such changes to the Fulfillment Filming 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 the Fulfillment Filming 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, and [22] you, or your Parent (if you are a Minor) is solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes.

10. RULES & WINNERS' LIST: For a list of Winners (after December 30, 2015 and before January 30, 2016) and/or Rules (before November 29, 2015), send a self-addressed, stamped envelope to: Disney Infinity 3.0 Gamer Adventure Getaway Sweepstakes, c/o Ventura Associates

International, LLC, ATTN: BW, 60 East 42 Street, NYC, NY 10165, designating either Winners' list or Rules. A copy of the Rules may also be obtained by printing this web page.

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