

# DISNEYJUNIOR MY MAGICAL FIRST SWEEPSTAKES

## OFFICIAL RULES (“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.***

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

**2. ADMINISTRATOR:** Ventura Associates International, LLC, One Grand Central Place, 60 East 42<sup>nd</sup> Street, Suite 650, New York, NY 10165 (“**Administrator**”), an independent judging organization whose decisions are final and binding with respect to this sweepstakes (“**Sweepstakes**”).

**3. ELIGIBILITY:** Open only to persons, who are, as of date of entry, eighteen (18) years of age or older (or who have reached the age of majority in his/her primary state of residence, whichever is older), and who are legal residents of, and physically located within, the 50 United States or D.C. (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). Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**4. ENTRY:** You may enter this Sweepstakes via the internet during the period beginning at 12:00pm (noon), January 30, 2017, and ending at 11:59pm, February 26, 2017 (“**Entry Period**”). In order to enter, you must be a registered member (“**Member**”) of Disney.com. Visit <http://www.Disney.com/MyMagicalFirstSweeps> (“**Website**”) and select the “Enter” button. You will need to log in with your user name or Address (as defined below) and password or if you are not a registered Member, you will need to create an account. Once you are logged in, 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 (“**Entry**”).

If you are not a Member, 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. Normal internet access and usage charges imposed by your on-line service will apply. Sponsor’s computer is the official time-keeping device for the Sweepstakes. It is your sole responsibility to notify the Sponsor of a change in your email address (“**Address**”). To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your account with your user name/Address and password, click on “Modify” and follow the instructions on how to change the Address.

For purposes of these Rules, all times are Pacific Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

**5. LIMITATIONS:** All Entries must be received by 11:59pm, February 26, 2017. Entries are limited to one (1) Entry per person/Address per day (regardless of method of Entry or whether one person has more than one Address or more than one person uses the same Address). A “day” is defined as starting at 12:00am (PT) and ending at 11:59pm (PT) except for the first day which will begin at 12:00pm (noon) (PT). Any attempt by any entrant to obtain more Entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant’s Entries and may disqualify the entrant. 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 Address is registered. Entries by any method other than set forth above in Section 3 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; or for lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections; 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. Each of such potential Entries will be disqualified. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**6. PROCEDURES:** All Entries must be received during the Entry Period. On or about March 7, 2017, in a random drawing conducted by the Administrator, the potential winner ("**Winner**") 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. WINNER:** On or about March 8, 2017, the potential Winner will be notified via email to obtain a mailing address as well as any additional required information or responses. Once mailing address is available, potential Winner will be sent paperwork by overnight delivery service. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** potential Winner's failure to respond to email or phone notification within two (2) business days after transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notification as undeliverable; **[4]** potential Winner's failure to provide Administrator with satisfactory proof of age, identity and residency; **[5]** potential Winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[6]** potential Winner's failure to provide required additional information upon Administrator's request; **[7]** potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[8]** potential Winner's failure to be available to take the Trip (as defined below) between April 1, 2017 and September 1, 2018; **[9]** potential Winner's failure to validly claim the Prize (as defined below) by May 31, 2017, and **[10]** any other non-compliance with Rules. In the event of any Prize (as defined below) forfeiture, the Sponsor/Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner, time permitting. The Group (as defined below) must travel together on the same itinerary and members of the Group (as defined below) are solely responsible for obtaining all necessary travel documents (i.e. valid photo I.D, etc.) before departure. All Guests (as defined below) will be required to execute a

Release of Liability prior to ticketing. Anyone in the Group (as defined below) who is a minor (“**Minor**”), based on his/her state of primary residence, must be accompanied on the Trip (as defined below) by his/her Parent as one of the Group (as defined below), who must sign and return all required documentation. Each Minor must be accompanied at all times during the Trip, as defined below (including, but not limited to, in-flight, hotel stay, and all Prize-related events) by his/her Parent. All federal, state and local taxes (including but not limited to income and withholding taxes), sales taxes on or connected with the Prize (as defined below), and the reporting consequences thereof, are solely the responsibility of the Winner who will receive an IRS Form 1099 reflecting the final actual value of his/her Prize (as defined below). If requested, Winner must provide Administrator with a completed IRS Form W-9, Request for Tax Identification Number and Certification. If Winner is a resident of California, Winner must also provide Administrator with a completed California Form 590, Withholding Exemption Certificate. If Winner is not a resident of California, the Prize (as defined below) will be subject to California nonresident withholding tax and Winner will receive a California Form 592-B.

**8. PRIZE: ONE (1) PRIZE (“Prize”):** A five (5) day / four (4) night trip for Winner and up to three (3) guests (individually, “**Guest**,” the Guests and 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*® and *Water Park Fun & More*® Options; **[3]** one (1) Disney Gift Card with a value of five hundred dollars (\$500) for Winner; **[4]** One (1) Disney Character Greeting with photo opportunity for your party. **[5]** if 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 Winner’s residence (“**Airport of Origin**”) and Orlando International Airport; but if 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 **[6]** 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 Prize is awarded to a nonresident of California, the Prize will also include an estimated cash amount of **\$451**, which will be withheld to defray payment of California nonresident withholding tax payable as a result

of winning the Prize. ARV (if Winner is a resident of California): **\$5,993, or \$6,444** (if Winner is not a resident of CA), which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: round trip transportation between the Winner's residence and any Airport of Origin, alcoholic beverages, tax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All terms and conditions of the gift card apply. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. **Travel must be taken between April 1, 2017 and September 1, 2018.** If travel is not taken within the required dates, the Prize will be forfeited and Sponsor will have no obligation to Winner. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered and failure of any Winner to follow such schedule shall not obligate Sponsor in any way to provide the Winner with alternate arrangements. Releasees are not responsible for airline cancellations or delays. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Prize is for illustrative purposes only and may not reflect actual Prize won. Prize is not redeemable for cash or transferable, except 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. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers, certificates or Prize elements. Prize elements may not be separated. Airline tickets are not eligible for frequent flyer miles, and no code share flights may be used. The Prize cannot be used in conjunction with any other promotion or offer. Prize will be awarded provided a sufficient number of eligible Entries are received and Prize is validly claimed by May 31, 2017, after which date no alternate Winner will be selected, nor unclaimed Prize awarded.

**9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at [www.disneyprivacycenter.com](http://www.disneyprivacycenter.com) ("**Privacy Policy**").

**10. CONDITIONS:** By entering this Sweepstakes and/or accepting any Prize you may win, 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 and

Administrator's decisions and the Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be acknowledged or 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 Prize is 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]** Winner's acceptance of the 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 Sponsor'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, Sponsor 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 Sponsor in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible; **[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 Winner and distribution of the Prize; **[9]** any portion of the 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 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: **(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 Sponsor; **[12]** 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; **[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 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; **[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 any 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; **[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 you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waive all rights to have damages multiplied or otherwise increased; **[17]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[18]** in the unlikely event of the cancellation or postponement of any element of the Prize due to circumstances beyond Releasees’ reasonable control, the Releasees are not responsible; provided, however, that if such occurs, the Trip will be awarded without that element of the Prize; **[19]** Winner’s acceptance of the 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; **[20]** 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; **[21]** 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; **[22]** Administrator has the right to conduct a background check (“**Check**”) of any and all records of the Winner, Parents of a Minor Winner or any Guest, including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[23]** Administrator has the right to conduct a Check of any and all records of each Guest including without limitation, civil and criminal court records and police reports, which he/she; to the extent necessary under law, shall authorize; **[24]** Administrator may take all steps necessary to corroborate any information provided to Administrator by the Winner and the Guests, and he/she will be obligated to provide necessary contacts and information for the Check; **[25]** if a felony conviction is found, Administrator has the right, in its sole discretion, to disqualify the felon from participating in the Trip, and in the case where the Winner is the felon, to pay the Winner a cash substitute for the Trip, but Guests will not get a cash substitute, and **[26]** the Trip cannot be sold, nor can Winner charge Guests for participating in the Trip.

**11. RULES & WINNER’S LIST:** For the name of the Winner (after April 7, 2017, and before May 31, 2017) and/or Rules (before February 26, 2017), send a self-addressed, stamped envelope to: Disney Junior My Magical First Sweepstakes Winner/Rules, Ventura Associates International, LLC, 60 East 42<sup>nd</sup> Street, Suite 650, Dept. HD, New York, NY 10165 (designating either “**Winner’s List**” or “**Rules**”). A copy of the Rules may also be obtained by printing this web page.



