

# DISCOVER NEW WONDER CRUISE VACATION SWEEPSTAKES

## OFFICIAL RULES

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

***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 only to persons, who are, 18 years of age or older (or who have reached the age of majority in his/her primary state/province of residence, whichever is older), and who are legal residents of, and physically located within, the 50 United States, D.C. or Canada (excluding Quebec) (collectively, "**Territory**"), and are not employees of Sponsor, 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, provincial, state, local and municipal laws and regulations.

**4. ENTRY:** You may enter this Sweepstakes via the internet during the period beginning at 9:00 AM, July 7, 2016 and ending at 11:59 PM, August 4, 2016 ("**Entry Period**"). You must be a registered Disney.com member ("**Member**") to enter. Visit <http://disney.com/WonderCruiseSweeps> ("**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. 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.

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 Official Rules (“**Rules**”) and then hit the “Enter” button to complete your entry (“**Entry**”).

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 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.

**5. LIMITATIONS:** All Entries must be received by August 4, 2016. Entries are limited to one (1) Entry per Member 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 9:00 AM. 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 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. Each of such potential Entries will be disqualified and 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.

**6. PROCEDURES:** All Entries must be received during the Entry Period. On or about August 10, 2016, in a random drawing conducted by the Administrator, potential Winner (as defined 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.

**7. WINNER:** On or about August 11, 2016, potential winner ("**Winner**") will be notified via email, as appropriate, to obtain a mailing address as well as any additional required information. 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, if time permits, may result from any of the following: **[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]** potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** 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]** potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release ("**Release**") within five (5) business days after its mailing, or if potential Canadian Winner, a declaration of eligibility/release of liability/publicity release ("**Declaration**") within ten (10) business days after transmission (Release and Declaration collectively referred to as, "**Affidavit/Release**") (Administrator will pay the return cost for overnight mail return of the Affidavit/Release); **[g]** potential Winner's failure to provide any required additional information upon Sponsor's/Administrator's request including, without limitation, any applicable tax forms; **[h]** potential Winner's failure to take the trip on November 14, 2016 (subject to change at the sole discretion of Sponsor); **[i]** potential non-U.S. domiciled 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] potential Winner's failure to validly claim the Prize (as defined below) by September 25, 2016, [k] if the potential Winner is a Canadian resident, failure to correctly answer the time limited mathematical skill testing question, and [l] any other non-compliance with these Rules. In the event of a disqualification or Prize forfeiture, the Sponsor may, in its sole discretion, select or not select an alternate potential Winner and award or not award the forfeited Prize.

Any Canadian resident who is a potential Winner will be required to answer correctly a time limited mathematical skill testing question without assistance of any kind whether mechanical or otherwise to be declared a Winner and be eligible to collect the Prize.

**8. ONE (1) PRIZE ("Prize"):** Approximate Retail Value ("**ARV**") is in US Dollars. Winner will receive a *Disney Cruise Line*® Western Caribbean package to Cozumel, Mexico for Winner and up to three (3) guests (together with the Winner, the "**Group**"), consisting of five (5) days/four (4) nights on the Disney Wonder ("**Ship**") ("**Trip**") and sailing on November 14, 2016. Trip consists of the following elements for the Group: [a] one (1) stateroom (quad occupancy) aboard Ship; [b] all onboard meals (with the exception of *Palo Fine Dining*); [c] pre-paid gratuities, government taxes, fees and Port expenses (as defined on the *Disney Cruise Line*® website at <https://disneycruise.disney.go.com/>); [d] one (1) standard room (maximum of four (4) persons) at a Sponsor-selected hotel in Galveston, Texas for one (1) night prior to the Ship's departure; [e] if Winner's residence is located more than two hundred (200) miles from Galveston, Texas ("**Port**"), round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Winner's residence ("**Airport of Origin**") and Galveston, Texas (or other airport at Sponsor's discretion), but if Winner's residence is located two hundred (200) miles or less from Port, round-trip ground transportation will not be provided, however, Port parking for one (1) personal vehicle is covered; there is no compensation for mileage driven or reimbursement for fuel or a rented vehicle, and [f] airport/Port transfers if air transportation is provided. If this Prize is awarded to a non-resident of California, this Prize will also include an estimated cash amount of US\$463.04, which cash amount will be withheld to defray his/her payment of taxes due as a result of winning this Prize. ARV of Trip (if Winner is a resident of California): US\$6,615 or US\$7,078 (if Winner is not a resident of California), which will vary depending upon Airport of Origin and seasonal fluctuation of cruise rates and airfares. Winner must provide a minimum of forty-five (45) days

advance notice of desired departure, and Group must take the Trip on November 14, 2016, or the Prize will be forfeited and Sponsor will have no further obligation to the Winner. Dates are subject to change at the sole discretion of Sponsor.

Group must travel together on the same itinerary and must travel from the same Airport of Origin. No additional layovers, extensions or modifications are included. If any of the Winner's travel companions are a minor, the Winner or one of the other members of the Group must be such minor's parent or legal guardian and accompany such minor at all times. All members of the Group will be required to execute and return a Release of Liability prior to participation. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, passport, etc.) before departure.

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, activities and ground transportation not expressly included in the Trip, alcoholic beverages, excess luggage fees, gratuities; travel protection insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, spa services and other optional activities, telephone calls and some additional taxes which are not expressly included in the Trip. Trip components are subject to change without notice.

Any depiction of the Trip is for illustrative purposes only and may not reflect actual Prize won.

Any difference between ARV and actual value will not be awarded. If Winner elects to take the Trip without guests or fewer guests than allowed, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Winner will not receive any compensation or substitute/alternate Prize for same. Once selected by Winner, guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. 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 or the applicable location. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of any guests in connection to any

Sweepstakes-related activity or travel. Any portion of the Trip not accepted by Winner will be forfeited.

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 Winner may be chosen. 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 Winner selected in a random drawing from among all remaining eligible Entries, time permitting. Travel dates will be subject to availability. Flight details are subject to availability and airline carrier's regulations and conditions apply. The Trip may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel or cruise accommodations and airline tickets will be determined at the sole discretion of Sponsor. 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 equal value.

All taxes (including, without limitation, U.S. federal, foreign, provincial, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, VAT, GST, PST, HST) on or connected with the Prize, and the reporting consequences thereof, are solely the responsibility of the Winner. 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 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 Prize and failure to do so will result in disqualification. Winner (if US resident) will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. If Winner is a Canadian resident, s/he will receive an IRS Form 1042-S.

Prize is not redeemable for cash or transferable. No substitutions allowed, except as set forth in these Rules and at Sponsor's sole discretion, a Prize of comparable or equal value will be provided. Prize elements may not be separated and tickets, vouchers and gift cards (if applicable) will not be replaced if lost or stolen. Prize will be awarded provided a sufficient number of eligible Entries are received, and Prize is validly claimed by September 25, 2016, after which no alternate Winner will be selected, nor unclaimed Prize 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 <http://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 any 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 the 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]** 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); **[f]** Winner's acceptance of Prize constitutes the grant to Sponsor and assigns of an unconditional right to use 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 beyond the Sponsor's/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, Sponsor/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 Winner by such method as Sponsor/Administrator in their 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; **[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 the Prize not accepted or used by Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of the Winner to accept or use the 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, and if such occurs, the Prize will be substituted with a Prize of comparable or equal value; **[s]**

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; **[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; and **[v]** a 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 September 8, 2016 and before October 31, 2016) and/or Rules (before August 4, 2016), send a self-addressed, stamped envelope to: Discover New Wonder Cruise Vacation Sweepstakes, Winner/Rules, c/o Ventura Associates, Dept. BW, 60 East 42<sup>nd</sup> Street, 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.