

# Disney Baby Thanks, Mom! Sweepstakes

## OFFICIAL RULES

To enter this Sweepstakes, you must agree to and abide by these official rules (“Official Rules”).

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE’S CHANCES OF WINNING. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHICHEVER IS OLDER) AT TIME OF ENTRY. WINNERS WILL BE SELECTED AT RANDOM. THE CONTENT OF YOUR POSTS WILL NOT BE TAKEN INTO ACCOUNT. YOUR POST MUST FOLLOW THE CONTENT GUIDELINES OUTLINED BELOW.**

- 1. SPONSOR:** Disney Online (“Sponsor”), 1200 Grand Central Avenue, Glendale, CA 91201, USA.
- 2. ADMINISTRATOR:** LeadDog Marketing Group, Inc. (“Administrator”), 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001, USA.
- 3. ELIGIBILITY:** The “Disney Baby Thanks, Mom! Sweepstakes” (“Sweepstakes”) is open only to legal residents of the 50 United States and the District of Columbia who are at least eighteen (18) years of age (or the age of majority in their jurisdiction of residence, whichever is older) at time of entry. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the “Promotion Entities”), and immediate family and household members of such individuals, are not eligible to enter. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three (3) months a year, whether related or not. Void where prohibited or restricted by law.
- 4. SWEEPSTAKES SCHEDULE:** The Sweepstakes begins at 9:00 AM Pacific Time (“PT”), May 7, 2018 and ends at 11:59 PM PT, May 31, 2018 (“Promotion Period”). For purposes of these Official Rules, all times and days are Pacific Time. Sponsor’s computer is the official clock for the Sweepstakes. Three (3) separate and distinct Sweepstakes Entry Periods comprise the Promotion Period as set forth in the chart below.

<b><u>Sweepstakes Entry Periods</u></b>	<b><u>Begin Date &amp; Time</u></b>	<b><u>End Date &amp; Time</u></b>
Entry Period #1	9:00 a.m. PT on 5/7/18	11:59 p.m. PT on 5/13/18
Entry Period #2	12:00 a.m. PT on 5/14/18	11:59 p.m. PT on 5/21/18
Entry Period #3	12:00 a.m. PT on 5/22/18	11:59 p.m. PT on 5/31/18

- 5. SWEEPSTAKES ENTRY:** An eligible entrant may enter the Sweepstakes during the Promotion Period via Instagram by posting a photo of/with their little Disney Baby ([i.e. child(ren)]) (post a picture to show why you are/were/will be a Disney Baby mom OR that sums up what motherhood/moms mean to you and your baby) (“Photo”) and including the hashtag “#DisneyBabyThanksMomSweepstakes” (the “Sweepstakes Hashtag”) (collectively, a “Post”). The hashtag is not case-sensitive. The Sweepstakes hashtag must be included as part of your Post in order to be eligible. You may include a comment as part of your Post, but this is not required, nor will the inclusion of a comment in any way enhance your odds of

winning a prize. If you do add a comment, all uses of the word "Post" in these Official Rules (as used in conjunction with Entries) includes the accompanying comment as well.

BY POSTING A PHOTO THAT INCLUDES THE SWEEPSTAKES HASHTAG #DISNEYBABYTHANKSMOMSWEESTAKES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT MAKE A POST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

**Partial or incomplete/piecemeal submissions** (e.g., posting a photo, without including the hashtag #DisneyBabyThanksMomSweepstakes) will **NOT BE ACCEPTED**.

Your Post that includes the Sweepstakes Hashtag (#DisneyBabyThanksMomSweepstakes) and a photo of/with your little Disney Baby will constitute an Entry into this Sweepstakes.

**Your Instagram settings must be set to "public" mode.** If your Instagram account is set to "private" or "protected mode", your Post will not be visible to Sponsors/Administrator and will not be counted as an Entry in the Sweepstakes.

**Entries may only include the entrant and their family members.** By submitting an Entry, entrant gives permission and warrants and represents that he/she has obtained all rights necessary to give such permission and grant the license herein described, including all individuals in the Photo and from the photographer if other than entrant, as applicable, to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein "License") to use entrant's Entry, name, likeness and all other information about the entrant and family members contained in the Entry on any media and through any means now known or hereafter devised, including and without limitation, the World Wide Web, and to otherwise use entrant's Entry, name, likeness (and the name and/or likeness of entrant's family members) and all other information about entrant and entrant's family members within the Entry and make derivative works therefrom without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion and publicity of the Sweepstakes, Sponsor's products and services, and otherwise as stated in these Rules (as solely determined by Sponsor). Such License will be confirmed by entrant upon Sponsor's request and entrant agrees to complete, sign and deliver any and all necessary documents in a timely manner, including and without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind, as well as to use their best efforts to facilitate Sponsor's procurement of similar confirming documents from the photographer, if other than the entrant (if any such person is a minor, such permission must have been obtained from the minor's parent/legal guardian). Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the Entry.

Post must be original and created for the sole purpose of this Sweepstakes and must be posted by the entrant. **Re-grams will not be accepted.** To be eligible for the Sweepstakes, Posts must be submitted in compliance with the format and other requirements set forth by Instagram.

Limit one (1) Entry per person per Entry Period. You may only use one (1) Instagram account to participate in the Sweepstakes. All Posts must comply with the Instagram Terms of Service and Instagram Rules available at the Instagram Website.

If you do not have an Instagram account, you can visit <http://Instagram.com> or download the Instagram app from the iTunes App Store or Google Play and create an Instagram account according to the instructions on the website. Creating an Instagram account is free. Please note that you must agree to comply with the Instagram Terms of Service in order to create an Instagram account.

If you opt to download and/or access Instagram via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

**6. CONTENT GUIDELINES:** In addition to complying with all other requirements of these Official Rules and Instagram, each Entry must not contain any content that violates 3rd party rights or is profane, obscene, disparaging or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor/Administrator in their sole discretion. For the avoidance of doubt, if a Post also includes content which is in violation of the preceding content guidelines but is otherwise compliant with these Official Rules, the Post may be disqualified.

**7. RANDOM DRAWING/SELECTION OF WINNERS/ODDS:** Potential prize winners (each a "Winner" and collectively referred to as "Winners") will be selected via a series of random drawings. Each Entry Period drawing will occur on or about the day following the conclusion of that Entry Period from among all eligible entries received during that Entry Period. All non-winning entries from each Entry Period **WILL** be carried forward to subsequent Entry Period drawings. One (1) potential Winner will be randomly selected for Entry Periods #1 and #2. Two (2) potential Winners will be randomly selected in the Entry Period #3 drawing. The drawings will be conducted by LeadDog Marketing Group, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes. Sweepstakes is available to over 100 million Internet users. Odds of winning depend on the total number of eligible entries received during the Promotion Period.

**8. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"):**

**Entry Period #1 Grand Prize (1 winner):** Grand Prize winners will receive a "Grand Prize for Mom" prize bundle, consisting of the following items: one (1) Fully loaded Winnie the Pooh diaper bag from Petunia Pickle Bottom filled with Disney Baby essentials for every day with baby (examples of essentials include Huggies diapers/wipes, pacifiers from NUK, bibs from Bumkins, sippy cups from The First Years, swaddle blankets, etc.), WINNER'S CHOICE of one (1) cover from Milk Snob, and WINNER'S CHOICE of one (1) baby carrier from LILLEbaby. ARV of Grand Prize between \$420 and \$550.

**Entry Period #2 Grand Prize (1 winner):** Grand Prize winners will receive a "Grand Prize for Mom" prize bundle, consisting of the following items: one (1) Fully loaded Winnie the Pooh diaper bag from Petunia Pickle Bottom filled with Disney Baby essentials for every day with baby (examples of essentials include Huggies diapers/wipes, pacifiers from NUK, bibs from Bumkins, sippy cups from The First Years, swaddle blankets, etc.), WINNER'S CHOICE of one (1) cover from Milk Snob, and WINNER'S CHOICE of one (1) baby carrier from LILLEbaby. ARV of Grand Prize between \$420 and \$550.

**Entry Period #3 Grand Prize (2 winners):** Each Grand Prize winner will receive a "Grand Prize for Mom" prize bundle, consisting of the following items: one (1) Fully loaded Winnie the Pooh diaper bag from Petunia Pickle Bottom filled with Disney Baby essentials for every day with baby (examples of essentials include Huggies diapers/wipes, pacifiers from NUK, bibs from Bumkins, sippy cups from The First Years, swaddle blankets, etc.), WINNER'S CHOICE of one (1) cover from Milk Snob, and WINNER'S CHOICE of one (1) baby carrier from LILLEbaby. ARV of each Grand Prize between \$420 and \$550.

**Total ARV of All Prizes: up to \$2,200.00**

**Limit one (1) Prize per person/family/household.** All federal, state, local and other taxes are the sole responsibility of each Winner. Non-residents of California are subject to the California withholding tax of 7% of the Prize value, when applicable.

Prizes are not redeemable for cash or transferable. Prizes are subject to availability as to size and/or style. No substitutions allowed, except as set forth in these Official Rules and at Sponsor's sole discretion, a Prize of comparable or equal value will be provided. Prize elements may not be separated. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images for various reasons, including due to compliance with manufacturer's safety standards; and Sponsor and Administrator disclaim any and all liability in conjunction therewith. All Prizes will be awarded provided a sufficient number of eligible entries are received. 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 Official Rules, these Official Rules shall prevail and govern.

**9. WINNER NOTIFICATION:** Potential Winners will be notified via direct message on Instagram from the Disney Baby Instagram account (@DisneyBaby). **Important note: Your Instagram settings must be set to "public" mode.** If your Instagram account is set to "private" or "protected mode", your Post will not be visible to Sponsors/Administrator and will not be counted as an Entry in the Sweepstakes. Entrants are encouraged to check their direct messages at the conclusion of the Promotion Period. The notification message will request that the potential winner email the Administrator at the specified email address with specific personal information (e.g., full name, address, phone number, email address, Instagram username). Failure to respond to the initial verification notice within forty-eight (48) hours after notification or return of direct message as undeliverable after two (2) attempts will result in disqualification. Potential Winners may be required to sign and return, within seventy-two (72) hours from date of transmission, an Affidavit/Declaration of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, W9-Form and any other documentation required by Sponsors or Administrator (collectively, "Winner Documents"). If the Winner Documents are not returned to Sponsors within specified time period (if applicable), potential winner may be disqualified. If a potential winner is disqualified for any reason, prize will be awarded to an alternate winner selected from all remaining eligible Entries received during the applicable Entry Period.

In the event of a dispute involving entries submitted by multiple individuals using the same Instagram account, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting email account associated with the Instagram User ID used to participate in the Sweepstakes at the time of entry. The authorized account subscriber is defined as the natural person who is assigned to an e-mail address by the relevant Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address and he/she must fully comply with these Official Rules.

**10. CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, Instagram, LLC. (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, receipt, possession or use/misuse of any Prize. By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, Prize information (if applicable), biographical data and city and state/province of residence in programming, advertising and/or promotional material or on a Winner's list (if applicable) without compensation to the extent permitted by law. Sponsor

is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Sweepstakes in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Sweepstakes, who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes (in whole or in part). In such event, Sponsor reserves the right to conduct the Sweepstakes and award prize(s) for affected Sweepstakes Entry Period(s) by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor for affected Sweepstakes Entry Period(s) or otherwise in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the Disney Baby Instagram account. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Sweepstakes further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

**SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZES, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**11. DISPUTES.** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California/Western Division or California State court situate in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any

other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**12. PRIVACY POLICY.** Personal information provided in conjunction with Sweepstakes entry is subject to Sponsor's privacy policy, available at <http://disneyprivacycenter.com>.

**13. WINNERS' LIST:** For the name of the Winners send a self-addressed, stamped envelope to: Disney Baby Thanks, Mom! Sweepstakes, Winners, c/o LeadDog Marketing Group, 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001 USA. All requests must be received by June 15, 2018.

This Promotion is in no way sponsored, endorsed or administered by Instagram, LLC.