

EPIC CRUISE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING.

VOID WHERE PROHIBITED.

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, as of Entry, 18 years of age or older (or the age of majority in their state of primary residence, whichever is older), and legal residents of, and physically located within, the 50 United States or D.C. (collectively, “Territory”), and are not employees of Sponsor, Administrator, Nestle’ USA Inc., 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 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 12:00 A.M., October 15, 2015 and ending at 11:59 P.M., December 6, 2015 (“Entry Period”). For purposes of these Official Rules (“Rules”), all times and days are Pacific Time (“PT”). You must be a registered Disney.com member (“Member”) to enter. Visit <http://www.disney.com/epiccruise> (“Website”) and select the “Enter” button. You will need to log in with your user name or email address (“Address”) 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 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 11:59 P.M. on December 6, 2015. Entries are limited to one (1) Entry per Member for each day during the Entry Period, whether a Member has more than one Address or more than one person uses the same Address. 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 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; for 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’s and/or Administrator’s sole discretion.

6. GRAND PRIZE: One (1) grand prize (“Grand Prize” or “Prize”) will be awarded. The winner will receive a *Disney Cruise Line*® Caribbean package, the special Star Wars Day at Sea, departing on April 16, 2016, for winner and up to three (3) guests (together with the winner, the “Group”), consisting of a seven (7) night cruise on the *Disney Fantasy* (“Ship”) (the “Trip”). 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 and Remy* Fine Dining); **[c]** pre-paid gratuities, Taxes, Fees and Port Expenses (as defined on the *Disney Cruise Line*® website); **[d]** if 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 winner’s residence (“Airport of Origin”) and Orlando International Airport (or other airport at Sponsor’s discretion), but if 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, and **[e]** airport/Port transfers if air transportation is provided. Additional restrictions and/or inclusions regarding the Trip may apply. Approximate retail value (“ARV”) of the Grand Prize is \$10,513, which will vary depending upon Airport of Origin and destination and seasonal fluctuation of cruise and airfare rates at the time Trip is booked. All benefits are personal to the winner and are not redeemable for cash and neither is assignable nor transferrable.

Group must travel from April 16, 2016 – April 23, 2016 (subject to change at the sole discretion of Sponsor). If travel is not completed on the required dates the Prize will be forfeited and Releasees will have no further obligation to such 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. Winner is responsible for ensuring that members of the Group have proper

citizenship documentation. 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 in the same room.

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, 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. 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. 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 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 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. 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. Travel must be round trip. If 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 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.

Winner will be responsible for all federal, state and local taxes associated with the Prize, 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. 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 Winner any other taxes, including withholding taxes, as required by law. Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. If Winner is a nonresident of California, 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. Prize will be awarded provided a sufficient number of eligible Entries are received, and Prize is validly claimed by January 30, 2016, after which no alternate winners will be selected, nor unclaimed Prize awarded.

7. PROCEDURES: All Entries must be received during the Entry Period. On or about December 10, 2015, in a random drawing conducted by the Administrator, potential 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.

8. WINNER: On or about December 11, 2015, the potential winner will be notified via email, as appropriate, 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 (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 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 provide any required additional

information upon Administrator's request; **[g]** potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[h]** potential winner's failure to be available to make the Trip between April 16, 2016 – April 23, 2016 (subject to change at the sole discretion of Sponsor); **[i]** potential winner's failure to validly claim the Prize by January 30, 2016, and **[j]** any other non-compliance with the Rules. In the event of any Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner.

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").

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 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 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 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 the 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; **[h]** 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 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 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; **[o]** 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 equal or greater 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 any winner charge Guests for participating in the Trip.

11. RULES & WINNER'S LIST: For the name of the winner (after January 30, 2016 and before March 30, 2016) and/or Rules (before December 6, 2015), send a self-addressed, stamped envelope to: Epic Cruise Sweepstakes, Winner/Rules, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, NYC, NY 10165, designating either winner's list or Rules. A copy of the Rules may also be obtained by printing this web page.