

shopDisney.com | Disney store
“There’s Magic in Store” 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.

1. **SPONSOR:** Disney Online (“Sponsor”), 1200 Grand Central Avenue, Glendale, CA 91201, USA.
2. **ADMINISTRATOR:** LeadDog Marketing Group, Inc. d/b/a CSM (“Administrator”), 440 9th Avenue, 17th Floor, New York, NY 10001, USA.
3. **ELIGIBILITY:** The “shopDisney.com | Disney store There’s Magic in Store Sweepstakes” (“Sweepstakes”) is open only to legal residents of the 50 United States or the District of Columbia who are at least eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older). 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 ENTRY:** The Sweepstakes begins at 12:00 PM Pacific Daylight Time (“PDT”), August 26, 2019 and ends at 11:59 PM PDT, September 30, 2019 (“Sweepstakes Period”). For purposes of these Official Rules, all times and days are Pacific Daylight Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

You must be a registered Disney.com member (“Member”) to enter. Visit <http://partners.disney.com/shopdisney-disney-store-theres-magic-in-store-sweepstakes> (“Website”) and select the “Enter” button. You will need to log in with your user name or e-mail address 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 must check a box agreeing to these Official Rules and the Sponsor’s Terms of Use (<http://disneytermsofuse.com/>) and Privacy Policy (<http://disneyprivacycenter.com>). **IF THIS BOX IS NOT CHECKED, YOU WILL NOT BE ABLE TO COMPLETE THE ENTRY PROCEDURE OR ENTER THE SWEEPSTAKES.** Then, click the designated button to submit your entry. **All entries must be received by September 30, 2019 at 11:59 PM PDT.** 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 e-mail address.

Limit of one (1) Entry per Member per day. A “day” is defined as starting at 12:00:00 AM (midnight) PDT and ending at the following 11:59:59 PM PDT (except for the first day of the Sweepstakes Period August

26, 2019 which will begin at 12:00 PM PDT and the last day of the Sweepstakes Period September 30, 2019 which will end at 11:59 PM PDT). Multiple entries and/or mass entry attempts will result in disqualification of all entries by such person/Member. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Proof of submission of entry does not constitute proof of receipt of same. By entering this Sweepstakes, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes.

5. RANDOM DRAWING/SELECTION OF WINNER/ODDS: The potential winner (“Grand Prize Winner”) will be selected from among all eligible entries received in a random drawing conducted by the Administrator at its offices in New York, NY, USA. The drawing will take place on or about October 1, 2019. The drawing will be conducted by Administrator, 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 Sweepstakes Period.

6. PRIZE/APPROXIMATE RETAIL VALUE:

ONE (1) GRAND PRIZE (“Grand Prize”): Grand Prize Winner will receive a 3-day/2-night trip for the Winner and up to three (3) guests to New York City. The Grand Prize includes: coach-class air transportation for the winner and up to three (3) guests to New York, NY from an airport near winner’s residence; 3-day/2-night hotel accommodations (one room, quadruple occupancy) in a hotel of Sponsor’s choice in the New York City area; round-trip transportation to and from New York airport and hotel; one (1) \$1,000.00 Disney Gift Card (subject to terms and conditions therein); a shopping trip to the Disney Store Times Square location, where the Grand Prize Winner will have an opportunity to spend the Disney Gift Card; and a photo opportunity where the Grand Prize Winner and guests’ photo will be displayed for 30 seconds on the big screen at the front of the Disney Store Time Square location. **ARV: \$4,250.00.**

The exact method and context of incorporation and the photo be at Sponsor’s sole discretion. Grand Prize only includes the inclusion of the Grand Prize Winner and guests’ photo on the big screen at the front of the Disney Store Time Square location. Without limiting the foregoing, Grand Prize Winner and his/her guests shall have NO right of review or approval of their photo as it appears on the big screen at the front of the Disney Store Time Square location. Grand Prize Winner and his/her guests acknowledge and agree that the photo may be modified. Such modifications may occur in Sponsor’s sole discretion and for any reason including, without limitation, as a result of production needs, creative preferences, formatting requirements or advertising standards requirements. In addition, Grand Prize Winner and his/her guests acknowledge and agree that the photo may include messaging from Sponsor’s or an affiliate’s products.

Actual final value of the Grand Prize may vary depending upon point of departure and fare fluctuations; and, under no circumstances will Winner receive the difference between ARV and actual final value of Grand Prize trip in cash. If Grand Prize Winner lives within 150 miles of the New York City area (as determined by Sponsor in its sole discretion), he/she will receive, in lieu of air transportation, round-trip local transportation between Winner’s residence and hotel. Grand Prize trip is for the Winner and his/her guests, is non-transferable and cannot be extended beyond the date set forth above. Grand Prize Winner is solely responsible for all other expenses not specified herein, including but not limited to: roundtrip transportation between Winner’s residence and departure airport, as well as meals, tips, taxes and hotel incidentals.

Grand Prize trip must be completed by October 31, 2020. Travel dates to be mutually agreed upon by Grand Prize winner and Sponsor. Grand Prize winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure; however, Sponsor’s decision as to actual travel dates is final and binding. Once travel is booked, travel dates cannot be changed unless by Sponsor in its sole discretion. If winner is unable to travel once the travel dates are

booked, the prize will be forfeited in its entirety and Sponsor will have no further obligations to the Grand Prize winner.

If Winner travels with less than the full complement of three (3) guests, prize will be awarded in increments only for actual number of travelers but winner will not receive any substitute prize or compensation in conjunction therewith. For the avoidance of doubt, the preceding includes the Winner only receiving flights which is equal to the Winner and all his/her guests taking the trip. Each guest of the Winner (if a minor, his/her parent or legal guardian) must sign and return a Liability Release and a Publicity Release (where legal) prior to issuance of travel documents. Any guest who is a minor must be accompanied by his/her parent or legal guardian, who will also count as one of the Winner's guests unless the Winner is the parent or legal guardian. Winner and his or her guests must travel together on the same itinerary and possess all required travel documents. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes.

Grand Prize Winner and his/her guest must follow all instructions of Sponsor relative to the Grand Prize trip. Failure to do so may result in forfeiture of the prize. Should Grand Prize Winner and/or guest fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate the trip or other applicable experience early, in whole or in part, and send Grand Prize Winner and/or Winner's travel guest home and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to Winner or guest.

All taxes (including, without limitation, U.S. federal, provincial, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, VAT, GST, PST, HST) and, where legal, import Customs and excise duties and fees, as applicable on or connected with any Grand Prize, the shipment of any Grand Prize element, as applicable, and the reporting consequences thereof, and any other expenses not specifically included in the Grand Prize description are the sole responsibility of the Grand Prize Winner. The Grand Prize Winner will receive an IRS Form 1099-MISC reflecting the total fair market value of his/her Grand Prize. Non-residents of California are subject to the California withholding tax of 7% of the Prize value, when applicable. Grand Prize Winner may be required to provide to Sponsor an amount to cover the balance 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 Grand Prize, and failure to do so will result in disqualification.

Prizes are not redeemable for cash or transferable. Grand Prize Winner may not charge any member of the Group for participating in the Grand Prize travel. 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 and tickets, vouchers and gift cards will not be replaced if lost or stolen, and Sponsor and Administrator disclaim any and all liability in conjunction therewith. Tickets and gift cards are subject to terms and conditions thereon. 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.

7. WINNER NOTIFICATION: Potential Grand Prize Winner will be notified by e-mail on or about October 1, 2019 and will be required to complete, sign and return within three (3) business days of date on notification an Affidavit of Eligibility, Liability Release and Indemnification, a Publicity Release where allowed by law, as well as other documents that Sponsor may require (collectively the "Prize Claim Documents"). Failure to respond to the initial notification within three (3) business days after notification, return of e-mail notification as undeliverable after two (2) attempts, or failure to return the completed and signed Prize Claim Documents within the indicated time period will result in disqualification, prize forfeiture

and selection of an alternate potential Grand Prize Winner from among all remaining eligible entries received (time permitting).

In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized account holder of the e-mail address reflected in the Disney.com Member's registration. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. 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, as well as Facebook, Inc. and Twitter, Inc. (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 or any Sweepstakes-related activity or travel, and/or acceptance, receipt, possession or use/misuse of the Grand Prize. By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, Grand 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 such event, Sponsor reserves the right to conduct the Sweepstakes and award the Prize by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor 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 Website. 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 PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. 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 the Grand 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 situated 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.

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

11. WINNER'S LIST: For the name of the Winner send a self-addressed, stamped envelope to: *Disney There's Magic in Store* Sweepstakes, Winner, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001 USA. All requests must be received by October 18, 2019.

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