# FAM FUN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR PAYMENT IMPROVE ONE'S CHANCES OF WINNING.

MINORS MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. PRIZE WILL BE AWARDED IN THE NAME OF A MINOR'S PARENT OR LEGAL GUARDIAN. MANY WILL ENTER, ONE WILL WIN. VOID WHERE PROHIBITED.

## I. NAME OF SPONSOR

Radio Disney, a Division of ABC Radio Networks Assets, LLC ("**Sponsor**"), 500 S. Buena Vista St., Burbank, CA 91521, whose decisions are final and binding as to all aspects of this sweepstakes ("**Sweepstakes**").

#### II. ELIGIBILITY

To be eligible for this Sweepstakes at the time of entering you (referred to herein as "you" or "Entrant") must: [a] be seven (7) years of age or older, [b] be a legal resident of, and physically residing within the fifty (50) United States or the District of Columbia, [c] not be an individual (including, but not limited to, employees, consultants, independent contractors, and interns) who has, within the past six (6) months, performed services for Sponsor, and/or any organization responsible for supplying the Prize (as defined below) or sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, or their respective parent, subsidiary, affiliated and successor companies (collectively, "Entities"), [d] not be an immediate family member and/or household member of an employee of such Entities, and [e] not be any person who, within the past six (6) months, has been awarded a prize in any sweepstakes conducted by Sponsor. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

#### III. HOW AND WHEN TO ENTER

Entry: You may enter this Sweepstakes via the Radio Disney website (as further described herein) during the period beginning at 3:00 am Pacific Time ("PT"), March 28, 2020 and ending at 3:00 pm (PT), April 16, 2020 ("Entry Period"). During the Entry Period, the Sweepstakes may be entered online by a registered Disney.com member ("Member"). If you are not already a Member, you may easily register to become a Member for free at <a href="http://radio.disney.com/">http://radio.disney.com/</a> ("Website") by selecting "Login" and filling out the simple registration form. A Member may enter by going directly to the Website and selecting the "Enter" button. You will be asked to log in with the Member/user name ("User Name") or email address ("Address") and password that was set up when you registered. Once you have logged in and entered you will get one (1) entry ("Entry") into the Sweepstakes.

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 if you or, if you are a minor your parent or legal guardian ("Parent"), changes your/their Address. To do so, go to <a href="https://disneyprivacycenter.com/communication-choices/">https://disneyprivacycenter.com/communication-choices/</a>, log into your account (from your computer only) with your User name/Address and password, click on "Modify" and follow the instructions on how to change the Address.

Entries remain the property of the Sponsor and will not be returned. All Entries must be received or credited by 3:00 P.M., April 16, 2020. Regardless of whether a person has more than one (1) Address or more than one (1) person uses the same Address, only one (1) Entry per Entrant per Day is permitted (a maximum of twenty (20) Entries, per entrant during the Entry Period).

Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. Sponsor is not responsible for late, lost or inaccurate Entries, or failed, partial or garbled computer transmissions or text messages, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error (human or otherwise), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or 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, providers, computer equipment, or software; or failure of any e-mail or electronic Entry to be received on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. In the event of a dispute over an Online Entry, prize will be awarded to the owner of the Address, not the name on the Entry form.

## IV. PRIZE AND APPROXIMATE RETAIL VALUES

Four (4) winners (each, a "Sweepstakes Winner") will each win a prize consisting of the following elements ("**Prize**"): [a] one (1) Amazon Echo Dot speaker; [b] a one-year Disney+ subscription (subject to restrictions); [c] one (1) shopDisney Gift Card with a value of One Hundred Dollars (\$100), and [d] one (1) Visa Gift Card with a value of One Thousand Dollars (\$1,000) (subject to restrictions).

Approximate retail value of each Prize ("ARV"): \$1,210. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Prize is not redeemable for cash or transferable. Prize shall not be sold or transferred for commercial use. All elements of the Prize are determined at the sole discretion of the Sponsor, Sponsor reserves the right, at its sole discretion, to substitute the Prize (or elements thereof) with one of comparable or greater value. Prize elements may not be separated. Prize is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor. Any damaged, lost or stolen gift cards, will not be replaced. 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.

#### V. HOW AND WHEN SWEEPSTAKES WINNER WILL BE SELECTED AND NOTIFIED

On or about April 17, 2020, four (4) potential Sweepstakes Winners will be selected at random from all eligible Entries received. Sweepstakes Winners must meet all eligibility requirements. The potential Sweepstakes Winners will be notified by phone and/or email on or about April 17, 2020; and will receive an affidavit of eligibility/compliance with Rules, publicity/liability release and indemnification ("Release") via mail within one (1) day after successful notification. All legal responsibilities of a minor (as defined by state of primary residence) entrant under the Rules must be assumed by a Parent; and the Prize will be awarded to the Parent for the benefit of the minor (as defined by state-of primary residence) Sweepstakes Winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Sweepstakes Winner may result from any of the following: [a] a potential Sweepstakes Winner's failure to respond to phone and/or email notification within twenty four (24) hours after its transmission [b] a potential Sweepstakes Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [c] a potential Sweepstakes Winner's failure to execute and return the Release within two (2) days after it is received; [d] a potential Sweepstakes Winner's failure to validly claim the prize by April 28, 2020, and [e] any other non-compliance with these Rules by a potential Sweepstakes Winner. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Sweepstakes Winner, time permitting. The Prize will be awarded, provided it is validly claimed by April 28, 2020 after which Sponsor will make reasonable efforts to select an alternate Sweepstakes Winner, time permitting.

Odds of winning depend on the total number of eligible Entries received. Many will enter; only four (4) will win. Federal, state, and local taxes are the sole responsibility of the Sweepstakes Winner (or their Parent if a Sweepstakes Winner is a minor as defined by the state of primary residence), who must provide a validly completed IRS Form W-9 and the total value of the prize will be reported on an IRS Form 1099. If a Sweepstakes Winner (or their Parent if Sweepstakes Winner is a minor as defined by the state of primary residence) is not a resident of California he/she will be subject to California nonresident tax withholding at a rate of 7%. Sponsor is not responsible for any circumstances that make it impractical or impossible to fulfill all elements of the prize; Sponsor's only obligation will be to provide the remaining elements, if any, of the prize.

#### **VI. RELEASES**

By entering this Sweepstakes and/or accepting any prize, you understand and agree that: [a] you will be bound by these Rules and the decisions of the Sponsor, which shall be final in all respects; [b] you release and hold harmless the Sponsor, its parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") 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; [c] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prize; [d] Sweepstakes Winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use your name, voice, likeness, photograph, biographical and prize information, city and state of residence and Entry materials

("Likeness") for programming, publicity, advertising or promotional purposes, in any and all media now known or hereafter created or conceived, worldwide in perpetuity, without further compensation unless prohibited 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); [e] Sweepstakes Winner's acceptance of prize constitutes the grant to Sponsor and assigns to discuss Likeness in programs, and Sweepstakes Winner acknowledges that such discussion may include statements or opinions by the program talent or others about the Likeness and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them and agrees to release and hold harmless the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions that may be made regarding the Likeness; [f] if for any reason the Sweepstakes is not capable of running as planned, including but not limited to, infection by computer virus, bugs tampering, unauthorized human or other intervention, fraud, technical failures, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, epidemic, pandemic, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, or other matters beyond the Sponsor's reasonable control that corrupt, affect, prevent or impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes so that it cannot be conducted as originally planned, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to determine the Sweepstakes Winner using all non-suspect eligible Entries received up to time of cancellation or by such method as Sponsor in its sole discretion shall consider equitable; [g] the Released Parties 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, selection and announcement of the Sweepstakes Winner and distribution of the prizes; [h] any portion of the prize not accepted or used by the Sweepstakes Winner will be forfeited; [i] the Released Parties are not responsible for any inability of the Sweepstakes Winner to accept or use the prize (or any portion thereof) for any reason; [i] 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: (1) tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes; (2) violating the Rules; (3) 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; (4) acting in bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (5) for any other good cause as determined solely by the Sponsor; [k] Sponsor has the right to modify prize award procedures at its sole discretion; [1] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the prize, or the meaning or interpretation of the Rules 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; [m] all Claims shall be resolved individually, without resort to any form of class action; and [n] 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 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. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Rules) in the state and federal courts of Los Angeles County.

## VII. PRIVACY

Personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's privacy policy, available at http://disneyprivacycenter.com

## VIII. MISCELLANEOUS; SWEEPSTAKES WINNER'S LIST

Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process and to cancel, terminate, modify and/or suspend the Sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Sweepstakes as originally planned.

For name of the Sweepstakes Winner (after April 28, 2020 but before July 28, 2020), send a self-addressed, stamped #10 envelope to: **FAM FUN SWEEPSTAKES** c/o Radio Disney Marketing, 500 S. Buena Vista. St. Burbank, CA 91521.