

# shopDisney Haunted Halloween 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. ("Administrator"), 440 9<sup>th</sup> Avenue, 17<sup>th</sup> Floor, New York, NY 10001, USA.
- 3. ELIGIBILITY:** The "shopDisney Haunted Halloween Sweepstakes" ("Sweepstakes") is open only to legal residents of the 50 United States or the District of Columbia, Puerto Rico and Canada (excluding Quebec) 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 in where prohibited or restricted by law.
- 4. SWEEPSTAKES ENTRY:** The Sweepstakes begins at 12:00 PM Pacific Daylight Time ("PDT"), September 11, 2018 and ends at 12:00 PM PDT, October 9, 2018 ("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://parks.disney.com/shopdisney-haunted-halloween-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 October 9, 2018 at 12:00 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 AM PDT and ending at 11:59 PM PDT except for the first day (9/11/18) which will begin at 12:00 PM PDT and the last day (10/9/18) which will end at 12:00 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 10, 2018. If the potential Grand Prize Winner selected is a Canadian resident, he/she must first correctly answer a time-based mathematical skill-testing question, to be implemented by Administrator, as a condition to being considered the Potential Grand Prize Winner. 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 (the “Trip”) for the Grand Prize Winner and up to three (3) guests (collectively, “Group”) to *Disneyland® Resort* in Anaheim, CA (the “Resort”). Trip consists of: (a) roundtrip coach air transportation for the Group from a major commercial airport near Grand Prize Winner’s legal residence (as selected by Sponsor) (“Airport of Origin”) to a Southern California area airport (with possible layovers); provided, however, if the Grand Prize Winner resides within 250 miles of the Resort, air fare will not be provided for the Group; (b) vouchers for up to four (4) round trip ground transfers between the Southern California airport and the Resort, as selected by Sponsor; provided, however, if the Grand Prize Winner resides within 250 miles of the Resort, ground transfers will not be provided for the Group; (c) room accommodations consisting of one (1) standard room (with a maximum of four (4) persons) for two (2) consecutive nights at a Resort or Resort area hotel selected by Sponsor in its sole discretion; daily parking at the Resort and the hotel is not included; (d) up to four (4) 3-Day *Disneyland® Resort Park Hopper®* Tickets with the Disney MaxPass feature (subject to restrictions); (e) one (1) Disney Gift Card with a value of \$300.00 USD for the Grand Prize Winner only (subject to restrictions); (f) services of one (1) *Disneyland Resort* VIP Tour Guide for up to eight (8) consecutive hours on one (1) day during redemption of the Trip (guide, services and hours to be determined by Sponsor); (g) one (1) World of Color reserved viewing experience, or another experience as chosen by Sponsor, for the Group during the Trip (subject to availability and show schedules). See below for additional restrictions regarding the Trip. **Approximate retail value (“ARV”) of Grand Prize: \$7,350.00 USD/\$9,612.99 CAD** which may vary depending upon point of departure. The ARV for the Grand Prize is an estimate made before the Sweepstakes begins.

**Grand Prize Trip must be taken between October 22, 2018 and October 27, 2019.** Grand Prize Winner must provide Sponsor with three (3) possible travel dates; however, Sponsor’s decision as to actual travel dates is final and binding. If potential Grand Prize Winner is unavailable to travel during designated timeframe for any reason, the Grand Prize will be forfeited without compensation of any kind and an alternate Grand Prize Winner may be selected (time permitting) from among all remaining eligible entries in a random drawing. Travel must be reserved through Sponsor’s agent, and Sponsor shall determine airline and flight itinerary in its sole discretion. All expenses not specifically mentioned herein are not included and are solely the Grand Prize Winner’s responsibility, including but not limited to: round trip transportation between the Grand Prize Winner’s residence and any Airport of Origin, round-trip transportation between Grand Prize Winner’s residence and the hotel if winner resides within 250 miles of the *Disneyland® Resort*, alcoholic and non-alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, excursions, souvenirs, spa services, telephone calls and taxes which are not expressly included in the Trip. Travel and lodging are subject to availability, certain

restrictions, blackout dates and Sponsor's approval. Blackout dates include December 15, 2018 – January 5, 2019 and any other dates as determined by Sponsor. Theme park attractions and entertainment are seasonal and subject to change without notice. Airline carrier and hotel regulations and conditions apply. The actual value of the Grand Prize may vary depending on city of departure, date and times of travel, airfare fluctuations and Resort charges at the time of travel booking. Therefore, the actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. If the actual value of the Grand Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Grand Prize is for illustrative purposes only. Itineraries and departure dates may be changed, cancelled or discontinued at any time and without prior notice. Promotion Entities will not replace any lost, mutilated or stolen tickets, travel vouchers, gift cards or certificates. Grand Prize elements may not be separated. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as the Grand Prize; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining Trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Grand Prize Winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Promotion Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Grand Prize cannot be used in conjunction with any other promotion or offer, and any unused element of the Grand Prize will be forfeited.

Air transportation, ground transfers, and accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. Grand Prize travel is subject to capacity controls, availability and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel routes in its sole discretion. The round trip air transportation element for any travel prize begins and ends at the point of departure. Other hotel fees are not included and if applicable may be payable at the time of check-out by the Grand Prize Winner/guest(s). In the event the Grand Prize Winner and/or his or her guest(s) engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or other applicable experience early, in whole or in part, and send the Grand Prize Winner and/or his or her guest(s) home with no further compensation. Grand Prize Winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the Group.

Group must travel together on the Trip and must travel from the major airport closest to the Grand Prize Winner's residence, as determined by Sponsor, in its sole discretion. Guest(s) (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a Release and Indemnification and a Publicity Release (where allowed by law), prior to issuance of travel documents. If any guest is a minor, the Grand Prize Winner or one of the Grand Prize Winner's other allotted guests in the Group must be such minor's parent or legal guardian. If Grand Prize Winner elects to travel or partake in the Grand Prize Trip with no guest or fewer than three (3) guests, the Trip will be awarded in increments suitable for the actual number in the Group and no additional compensation will be awarded. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., passport, visa, credit card, etc.) before departure. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Grand Prize Winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If Grand Prize Winner and guest(s) cannot comply with these restrictions or any other portion of these Official Rules, the Grand Prize will be forfeited in its entirety and an alternate Grand

Prize Winner will be chosen from among all eligible entries (time permitting). Flight details are subject to availability and airline carrier's regulations and conditions apply. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Grand Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Grand Prize with another prize of comparable or greater value.

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. If Grand Prize Winner is a Canadian resident, he/she will be furnished with the appropriate Internal Revenue Service form(s). 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. 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 10, 2018 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: shopDisney Haunted Halloween 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 October 31, 2018.

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