PIRATES OF THE CARIBBEAN: DEAD MEN TELL NO TALES: LAND & SEA SWEEPSTAKES Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. INSTAGRAM AND/OR TWITTER ACCOUNT IN GOOD STANDING REQUIRED. VOID WHERE PROHIBITED. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TWITTER.

ENTRANTS UNDER THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. A PRIZE WON BY A MINOR IN HIS OR HER LEGAL JURISDICTION OF RESIDENCY WILL BE AWARDED IN THE NAME OF SAID MINOR'S PARENT OR LEGAL GUARDIAN.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.

- **1. SPONSOR:** ABC, Inc. d/b/a Walt Disney Studios Motion Pictures, 500 South Buena Vista Street, Burbank, CA 91521 ("**Sponsor**").
- 2. ADMINISTRATOR: Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 ("Administrator").
- 3. ELIGIBILITY: PIRATES OF THE CARIBBEAN: DEAD MEN TELL NO TALES: LAND & SEA SWEEPSTAKES (THE "SWEEPSTAKES") IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE THIRTEEN (13) YEARS OF AGE AND OLDER AND WHO HAVE AN INSTAGRAM AND/OR TWITTER ACCOUNT IN GOOD STANDING. Employees, officers, and directors of Sponsor, Administrator, Disney Destinations, LLC ("Prize Provider"), and each of their respective parent entities, subsidiaries and affiliated companies (collectively, "Sweepstakes Entities"), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household, whether or not related) are not eligible to participate or win. Entry into the Sweepstakes does not constitute entry into any other contest or sweepstakes. The Sweepstakes shall be subject to all applicable federal, state, municipal, local laws and regulations and these Official Rules and by entering, all entrants agree that they have read

these Official Rules, the Instagram and/or Twitter terms and policies (collectively, the "Social Platforms Terms and Policies"), and agree to abide by and to be bound by the terms and conditions of the Official Rules, Social Platforms Terms and Policies and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.

- **4. ENTRY PERIOD:** The Sweepstakes begins on March 18, 2017 at 9:00:00 AM Pacific Time ("PT") and ends at 8:59:59 AM PT on April 30, 2017 (the "Sweepstakes Period"). The Administrator's database clock is the official timekeeper for this Sweepstakes.
- 5. HOW TO ENTER: To enter this Promotion, each person (or "Entrant") must be a registered member/user of the Instagram application ("Instagram") and/or the Twitter application or www.twitter.com ("Twitter," collectively with Instagram, the "Platforms," and each a "Platform"). Registration is free and can be obtained by downloading the Instagram and/or Twitter application to your mobile device or visiting Twitter's website (listed above) and filling out the required information to obtain an account (each an "Account" and collectively, the "Accounts"). Once a registered member on any of the Platforms, to enter during the Sweepstakes Period and, (b) "tweet" on Twitter or "post" to Instagram a unique photo of yourself or you with your friends and family in your favorite Pirates of the Caribbean attire or memorabilia (the "Photo") with the hashtag: #PiratesLifeSweepstakes (the "Hashtag") to receive one (1) entry into the Sweepstakes ("Entry"). NOTE: To receive an eligible Entry, an Entrant must include both a Photo and the Hashtag in a single tweet or Instagram post.

Limit one **unique** (1) Entry per Account per Day (regardless of whether one (1) person has more than one (1) Account or more than one (1) person uses the same Account) during the Sweepstakes Period. Limit forty-four (44) total **unique** Entries per Account during the Sweepstakes Period. All Entries must be received by 8:59:59 AM PT on April 30, 2017 to be eligible for the Sweepstakes. **Any attempts by an Entrant to submit more than eighty-eight (88) Entries total may result in such Entrant being disqualified.**

Any attempt by any Entrant to enter by using multiple/different Accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and

that Entrant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Sweepstakes Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Account associated with an Entry, 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 relevant e-mail address. No automatically generated Entries will be accepted.

6. PHOTO REQUIREMENTS, RESTRICTIONS AND LICENSE:

- a) Entrants (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agree to and understand that the Photo will be made available to the public, including without limitation, posting on the Internet. Whether or not the Photo is published on the Internet, Sponsor makes no representation or warranty regarding the confidentiality of any Photo.
- b) Each Photo must be an original creation of the submitting Entrant. The Photo must be under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo and each Photo must be free of any and all liens, encumbrances and claims of third parties. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) acknowledges, agrees, represents and warrants that, nothing in the Photo infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from any entity with any rights in or to the Photo. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agrees to indemnify and hold harmless each of the Sweepstakes Entities, Twitter, Instagram and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this Sweepstakes, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "Released Parties"), from and against any and all claims, demands,

damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.

- c) By submitting the Photo, the Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) grants Sponsor, for no additional compensation other than entry into the Sweepstakes, a non-exclusive, royalty-free, worldwide, perpetual license to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Photo through any and all media available at any time during, or after, the Sweepstakes Period on any related websites, in any Sweepstakes materials, whether related or un-related to the Sweepstakes, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate. In addition, Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) warrants that any so called "moral rights" in the Photo have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Photo or other submitted materials, whether or not Entrant has been awarded a Prize (defined below in Section 9) in connection with any such Photo or other materials. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agrees to release, defend, indemnify and hold harmless each of the Released Parties from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo and any portion thereof, or the likeness of any natural person therein.
- d) Entrants are responsible for securing necessary permissions and licenses for any persons and/or materials contained in the Photo.
- e) If Entrant did not take submitted Photo, it is the Entrant's responsibility to secure necessary permissions from photographer to enter Photo into Sweepstakes.

7. PHOTO CONTENT RESTRICTIONS:

Photos must not contain material that:

- a) Contains or depicts someone smoking or intoxicated;
- b) Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c) Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d) Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor;
- e) Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
- f) References persons or organizations without their written permission other than that of Sponsor;
- g) Disparages any persons or organizations;
- h) Includes threats to any person, place, business, or group;
- i) Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- j) Contains anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion; or
- k) Does not comply with the terms or conditions or guidelines posted by Twitter and/or Instagram.

Failure of any Photo to comply with the above "Photo Requirements" and "Photo Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential

infringements or breaches of law or any other reason set forth herein. Entries shall not be acknowledged or returned. Photos must be suitable for presentation in a public forum, in the sole determination of Sponsor.

8. RANDOM DRAWING AND WINNER NOTIFICATION:

There will be one (1) grand prize winner in this Sweepstakes (the "Grand Prize Winner" or "Winner"). Following the end of the Sweepstakes Period, one (1) potential Grand Prize Winner (the "Potential Winner") will be randomly selected from among all eligible Entries received throughout the Sweepstakes Period, by Administrator whose decisions are final and binding in all matters relating to this Sweepstakes. Potential Winner will receive an initial notification by Administrator or Sponsor via a comment with @reply to their Entry post on or about May 1, 2017. Entrant must have his/her Account(s) set to "Public" and not "Private" so that Administrator and/or Sponsor may be able to contact Entrant in the event that Entrant is a Potential Winner. It is each Entrant's responsibility to timely check his/her Account for any comments, @replies, from Sponsor or Administrator and to ensure that Entrant's Account settings allow Entrant to receive comments and/or replies from Administrator/Sponsor. Potential Winner will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within seventy-two (72) hours to begin the Winner verification process. The Potential Winner (or Potential Winner's parent/legal guardian if the Potential Winner is deemed a minor in the state of his/her residence) must meet all eligibility requirements and may be required to provide their Tax Identification number, proof of U.S. residency, sign an affidavit of eligibility, and publicity and liability release, and work with any travel companion(s) to sign their Guest (defined below in Section 9) release(s), or such other documents as Sponsor deems necessary, in their sole discretion (collectively, the "Prize Claim Documents"), each of which must be completed, signed and returned within five (5) days from date of issuance, or the Prize (defined below in Section 9) may be forfeited and may be awarded to an alternate Winner, time permitting. If any Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate Winner. By accepting the Prize, Winner (or Winner's parent/legal guardian if Winner is deemed a minor in the state of his/her residence) represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] Potential Winner's failure to respond to initial notification within seventy-two (72) hours after its transmission; [b] the failure of notification due to deactivation of the Potential Winner's Account prior to receipt of notification; [c] Potential Winner's failure to respond to Sponsor's or Administrator's comment and direction; [d] Potential Winner's Account "privacy" is set so that the Potential Winner's updates/responses/comments may not be visible by Sponsor; [e] Potential Winner's failure to include unique Photo and/or Hashtag in their Entry; [f] Potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [g] Potential Winner's failure to execute and return the Prize Claim Documents within five (5) days after it is e-mailed or mailed to the Potential Winner; [h] Potential Winner's failure to validly claim the Prize by May 31, 2017; and [i] any other non-compliance with these Official Rules. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner. Once a Potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared the Winner. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period.

9. PRIZE:

- One (1) Grand Prize Winner will receive one (1) Walt Disney World® Resort and Disney Cruise Line Vacation ("Trip") for four (4) persons (Winner and his/her guests (each a "Guest" and collectively with Grand Prize Winner, the "Group")) for five (5) nights and six (6) days. Trip includes the following:
- (a) Round trip coach airfare for Group between the major gateway airport nearest the Grand Prize Winner's residence (selected in Prize Provider's sole discretion) and the Orlando International Airport provided, however, if Winner resides within 250 miles of the *Walt Disney World*® Resort, air fare will not be provided;
- (b) Ground transfer for Group between the Orlando International Airport and the *Walt Disney World*® Resort via Disney's Magical Express Service provided, however, if Winner resides within 250 miles of the *Walt Disney World*® Resort, ground transfer will not be provided;

- (c) Room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for two (2) nights at a hotel at the *Walt Disney World*® Resort selected by Prize Provider in its sole discretion; based on availability;
- (d) Four (4) 3-Day Magic Your Way Tickets with Park Hopper® Option;
- (e) Ground transportation for Group between *Walt Disney World*® Resort and Port Canaveral;
- (f) A 3-night cruise on the *Disney Dream* leaving from Port Canaveral for Group, including:
 - i. One (1) stateroom aboard the *Disney Dream*. Maximum occupancy of four (4) people;
 - ii. All meals onboard the Disney Cruise Ship (excluding *Palo and Remy* Fine Dining)
 - iii. Pre-paid gratuities, government taxes, fees and port expenses (as defined on the *Disney Cruise Line* website).
- (g) Ground transportation for Group between Port Canaveral and Orlando International Airport.

Approximate Retail Value ("ARV") of Grand Prize: USD \$8619.04. ARV may vary from actual value, depending on date and point of departure and actual number of travelers. Any difference between stated and actual value shall not be awarded.

10. PRIZE CONDITIONS:

If Grand Prize Winner is a minor in his/her jurisdiction of residence, one of the Guests must be his/her parent or legal guardian. All Guests must be the age of majority in his/her jurisdiction of residence, unless such minor travel companion is the child or legal ward of the Grand Prize Winner. Guests must not be employees, officers or directors of Released Parties or a family member of the Released Parties. The Winner's Guest(s) must complete and return any paperwork required by Prize Provider, including but not limited to a non-disclosure and/or publicity release.

Trip must be booked at least forty-five (45) days prior to the intended travel dates and must be taken prior to February 1, 2018 aboard the *Disney Dream* (at the discretion of *Disney Cruise Line*). Available sail dates can be viewed online at www.disneycruise.com. Grand Prize fulfillment is subject to availability and restrictions at *Disney Cruise Line* and airline seat availability. Travel may not occur during cruise ship or airline block-out periods, as

determined by the Prize Provider in its sole discretion. Grand Prize may not be combined with any other coupon, certificates, discount, bonus, infant fare, upgrade, or promotional offers/tickets. Void if altered.

Travel dates: May 1, 2017 – February 1, 2018

Blockout Dates: June 2, 2017 – July 30 2017; December 22-30, 2017

All travel arrangements will be administered by Prize Provider's authorized designee and tickets issued prior to departure. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Winner's possession or in the possession of a Guest. Once cruise, hotel and flight arrangements have been confirmed, no changes will be allowed except by Prize Provider in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight.

Group hereby acknowledges that the Prize Provider and the Sweepstakes Entities have not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Group to arrive at the designated gateway airport in time for each flight that is part of the Grand Prize.

The Group is responsible for shore excursions; travel insurance; nursery charges; laundry service; spa treatments; alcoholic beverages; local and long distance telephone calls; ship to shore communications including internet; merchandise and souvenirs; incidental expenses; additional tips and gratuities; income and other taxes; transportation between Grand Prize Winner's home and gateway airport; and all other costs and expenses not otherwise mentioned herein. The Winner may be required to provide a major credit card upon hotel check-in and/or embarkation and all in-room charges will be charged to the credit card. Any damage to the room(s) attributed to the Group will be the responsibility of the Winner. All members of the Group will be required to provide 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. It is the Groups' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. You can also visit the State Department's travel website at www.travel.state.gov, or call the U.S.

National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports.

Released Parties (defined above in Section 6) bear no responsibility if any event, element or detail of the Grand Prize, is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, Released Parties shall have no obligation to the Winner aside from providing the travel portion of the Grand Prize, minus any unavailable event, element or detail. The Group shall be subject to all terms and conditions printed on any ticket and gift card issued in conjunction with the Grand Prize.

In the event the Group engages in behavior that, as determined by Sponsor or Prize Provider, in their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Prize Provider and Sweepstakes Entities reserve the right to terminate the Trip or any element of the Prize early, in whole or in part, and send the Group home, with no further compensation. The Group must obey all rules and complete any paperwork required for the Prize, including but not limited to any additional releases, contracts, non-disclosure agreements, waivers required by the Sponsor or Sweepstakes Entities and, failure to sign such paperwork and/or to furnish all required information on dates selected by Prize Provider or Sweepstakes Entities in their sole discretion will result in forfeiture of the Prize.

The Group must travel on the same itinerary. If Winner chooses not to bring a Guest or fewer than three (3) Guests, the Trip will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to Winner. Winner may not charge Guest(s) for participating in the Trip. 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 Prize Provider, no stopovers are permitted on tickets issued as part of 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. 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.

In the event the Grand Prize cannot be awarded as stated, that Grand Prize will go unawarded. Costs and expenses associated with Grand Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Winner. Grand Prize is not redeemable for cash and is subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Prize Provider's sole discretion. Sponsor reserves the right to substitute the Grand Prize (or any element thereof) for one of equal or greater value for any reason. All federal, state and local taxes are solely the responsibility of the Winner. Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. Prize is subject to California nonresident withholding taxes if Winner is a non-resident of California. Grand Prize will be awarded provided it is validly claimed by May 31, 2017, after which no alternate Winner will be selected, nor unclaimed Grand Prize awarded.

The Released Parties make no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Grand Prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH GRAND PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

11. PRIVACY POLICIES AND DATA COLLECTIONS:

Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policy located at http://corporate.disney.go.com/corporate/pp.html. By entering this Sweepstakes, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Account used to post the Entry in order to administer and fulfill this Sweepstakes.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. Twitter and Instagram are registered trademarks.

12. CONDITIONS OF PARTICIPATION:

By entering this Sweepstakes and/or accepting any Prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c]

you release and hold harmless each of 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 from any interaction with, or downloading of, computer information; [d] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the Prize; [e] Winner's acceptance of a Prize constitutes the grant to Sponsor and assignment of an unconditional right to use Winner's Twitter and/or Instagram handle, name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the Sweepstakes and/or live and taped performances of interviews for any programming, publicity, advertising and Sweepstakes purposes without additional compensation, except where prohibited by law; [f] 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 terrorism other matters beyond the Sponsor's reasonable or control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select potential Winner by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winner and distribution of the Prize; [h] the Released Parties are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify Prize award procedures at its sole discretion; [j] the Released Parties are not responsible for changes to Twitter and/or Instagram functions that may interfere with the Sweepstakes or your ability to timely enter; and [k] Released Parties are not responsible for any failure of delivery of potential Winner notification.

13. LIMITATIONS ON LIABILITY:

Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other Sweepstakes offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Sweepstakes or downloading materials from Twitter or Instagram. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Sweepstakes.

14. DISPUTES:

Entrant (or Entrant's parent if Entrant is deemed a minor in the state of his/her residence) agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, other than those concerning the administration of the Sweepstakes or the determination of Winner, shall be resolved individually, without resort to any form of class action; (b) 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 (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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.

15. OFFICIAL RULES/WINNER'S LIST:

For an official Winner's list (available after 5/31/17), or a copy of these Official Rules (before 4/30/17), send a self-addressed, stamped envelope to: **PIRATES OF THE CARIBBEAN: DEAD MEN TELL NO TALES: LAND & SEA SWEEPSTAKES** – WINNER'S LIST <OR>
OFFICIAL RULES (please specify official Winner's list or Official Rules), c/o Brandmovers Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont may omit return postage on all requests. Official Rules may also be obtained during the Sweepstakes Period at Disney.com/PiratesLifeSweepstakesRules.

Abbreviated for TV Spot and/or other advertising:

NO PURCHASE NECESSARY. Ends 4/30/17 at 8:59:59 AM PT. Open to legal residents of the 50 U.S. & D.C. ages 13+. Limit 1 Entry per Twitter and/or Instagram Account per day. Void

wherever prohibited or restricted. For full details including odds of winning visit Disney.com/PiratesLifeSweepstakesRules for Official Rules. Sponsor: ABC, Inc. d/b/a Walt Disney Studios Motion Pictures.

Abbreviated for Twitter:

NO PURCH NEC. Open only to 13+/US. Ends 4/30/17. Odds/Rules: Disney.com/PiratesLifeSweepstakesRules. Void where prohibited. Sponsor: WDSMP