

**CREATE IT COOL SWEEPSTAKES  
OFFICIAL RULES (“Rules”)**

**NO PURCHASE/PAYMENT OR TEXT MESSAGE NECESSARY TO ENTER OR WIN.**

**A PURCHASE/PAYMENT OR TEXT MESSAGE WILL NOT IMPROVE ONE’S CHANCES OF WINNING.**

**MANY WILL ENTER. FEW WILL WIN.**

***ENTRANTS UNDER THE AGE OF MAJORITY MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN (“PARENT”) IN ORDER TO ENTER.***

**1. SPONSOR:** ABC Cable Networks Group, dba Disney Channel (“**Sponsor**”), 3800 W. Alameda Avenue, Burbank, CA 91505.

**2. ADMINISTRATOR:** Ventura Associates International LLC, 60 East 42 Street, New York, NY 10165 (“**Administrator**”), an independent judging organization whose decisions are final and binding with respect to the sweepstakes (“**Sweepstakes**”).

**3. ELIGIBILITY:** To be eligible for this Sweepstakes, at the time of entering you (referred to herein as “you” or “Entrant”) must: **[a]** be between the ages of six (6) and sixteen (16), inclusive, (“**Child**”) or the Parent or grandparent of an eligible Child, **[b]** be a legal resident of, and physically residing in one of the fifty (50) United States or the District of Columbia (“**Territory**”); **[c]** not be an employee of the Sponsor, Administrator, Spin Master Ltd., or 3Ci; their parents, divisions, affiliates, subsidiary companies or their advertising, promotion or fulfillment agencies involved in this Sweepstakes (collectively, “**Entities**”), nor a Household Member (defined below) or Immediate Family Member (defined below) of such employee.

**“Household Member”** shall mean people who share the same residence at least three (3) months a year, whether related or not. **“Immediate Family Member”** shall mean Parents, step-parents, grandparents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. For the avoidance of doubt, the above categories of ineligible persons refer to both the Entrant as well as the potential Winner’s Guest (as defined in Section 6 below).

**Entrants may not have been convicted of a felony.** By entering, each Entrant understands and agrees that, if selected as the Grand Winner (as defined below in Section 6), such Entrant will be required to consent to a background check (unless such Entrant is a Minor (as defined below in Section 4)), and failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor reserves the right in its sole discretion, to disqualify any Entry and/or disqualify the potential Grand Winner if the results of such background check reveal that the Entrant and/or potential Grand Winner is not eligible to participate in the Sweepstakes or has been convicted of, or is currently charged with, a felony or a crime of moral turpitude, as determined by Sponsor in its sole discretion.

As a condition of accompanying the Grand Winner on the Trip (as defined below in Section 6), Guest(s) (as defined below in Section 6) will be required to consent to a background check, and failure to sign such consents and authorizations and/or to furnish all required information will result in such Guest(s) not being allowed to accompany a Grand Winner on Trip. In addition, Sponsor reserves the right, in its sole discretion, to refuse to allow a person selected as a Grand Winner’s Guest to accompany a Grand Winner on the Trip if the results of such background check reveal that such initially selected Guest has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor in its sole discretion, in which case a Grand Winner may choose an alternate Guest (who will also be subject to a background check).

**4. ENTRY:** You may enter this Sweepstakes during the period beginning at 12:00pm (noon), August 21, 2017 and ending at 11:59pm, September 17,

2017 (“**Entry Period**”). For purposes of these Rules, all times and days are Pacific Time.

Entry may be accomplished in one (1) of two (2) ways:

- (a) **SMS TEXT ENTRY:** You may enter this Sweepstakes, by sending on your mobile phone (“**Mobile**”) the key word “COOL” as an SMS text message to the SMS short code 347639 (Disney)(“**SMS Entry**”). SMS Entrants will receive a confirmation SMS text message per each daily Entry on their Mobile. All Mobile Entrants must have a phone capable of two-way text messaging and digital and SMS service in order to enter the Sweepstakes using the text messaging method. Standard carrier text messaging and data charges may apply to each text message sent and received. Text messaging may not be available in all areas. **If you are a minor, as defined by state of primary residence, (“Minor”) you must have the permission of your Parent to enter via SMS Entry. By entering via SMS Entry you grant to Sponsor/Administrator your consent to call your Mobile should you be selected as a potential winner. Your Mobile phone number will not be used for any purpose other than to send the responsive confirmation text for each daily Entry or to contact the potential winner.**
- (b) **ONLINE ENTRY:** During the Entry Period, the Sweepstakes may be entered online by a registered member (“**Member**”) of Disney.com.

**Existing Member:** As a Member of Disney.com, you may enter by logging into Disneychannel.com/createitcool (“**Website**”) with your username (“**Username**”) or email address (“**Address**”) and password. You can enter the Sweepstakes by following the instructions on the Website. You will need to check a box agreeing to these Rules and then hit the “Enter” button to complete your entry into the Sweepstakes (“**Online Entry**”). If this box is not checked, you will not be able to enter the Sweepstakes; OR

**Non-Member:** If you are not a Member of Disney.com, 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. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the Terms of Use (“**TOU**”) located at <http://disneytermsofuse.com>. Once you are a Member, you may enter the Sweepstakes by following the instructions on the Website. You will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the “Enter” button to complete your Entry. If this box is not checked, you will not be able to enter the Sweepstakes.

**Parents of a child under the age of 13, whose child has not previously registered to become a Member of Disney.com, will be sent an email notifying him/her of his/her child’s registration. No response by Parent to the email is required for his/her child to register on the Website or the App, however, if Parent does not want his/her child to register, Parent may follow the instructions in the email and complete the steps required to cancel his/her child’s registration and delete the child’s information.**

Normal internet access and usage charges imposed by your online service will apply. Sponsor’s computer is the official time-keeping device for the Sweepstakes. It is solely your responsibility to notify the Sponsor if you or your Parent changes your Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your account (from your computer only) with your username/Address and password, click on “Modify” and follow the instructions on how to change the Address.

“Entry” shall mean and refer to each SMS Entry and/or Online Entry.

**5. LIMITATIONS:** All Entries must be received during the Entry Period. **Entries are limited to one (1) Entry per person/Mobile/Address per day (regardless of method of Entry or whether one person has more than one Mobile/Address or more than one person uses the same Mobile/Address). Maximum of twenty-eight (28) Entries allowed per person/Mobile/Address during the Entry Period.** In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Mobile/Address is registered. Entries by any method other than those set

forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

For purposes of these Rules, a “day” begins at 12:00am PT and ends at 11:59pm PT except for the first day, which begins at 12:00pm (noon) PT.

Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “**Releasees**”) are responsible for: **[1]** Entries from persons residing, or physically located, outside the Territory; **[2]** Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; **[3]** lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections, telephone or Mobile text messaging availability or accessibility; **[4]** miscommunications; **[5]** failed computer, satellite, telephone or cable transmissions, lines or technical failure; **[6]** failed phone, computer hardware or software or text message malfunctions, failures, technical errors or difficulties; **[7]** telephone transmissions; **[8]** technical failures; **[9]** unauthorized human intervention; **[10]** traffic congestion; **[11]** garbled or jumbled transmissions; **[12]** undeliverable emails resulting from any form of active or passive email filtering; **[13]** insufficient space in Entrant’s email account to receive email; **[14]** or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes, even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email or Mobile accounts to register more than the number of Entries allowed by these Rules may result in disqualification at Sponsor’s sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

**6. PRIZES: ONE (1) GRAND PRIZE (“Grand Prize”):** A three (3) day/two (2) night trip for Grand Prize winner (“**Grand Winner**”) and three (3) guests (the “**Guests**,” and together with the Grand Winner, the “**Group**”) to the Los Angeles, CA area (“**City**”), on Sponsor-selected dates to meet Disney Channel talent and a Cool Maker designer (“**Meet and Greet**”), timing subject to talent availability consisting of the following elements for the Group (“**Trip**”): **[1]** hotel accommodations at a Sponsor-selected hotel

(exact location of hotel determined by Sponsor) (one standard room/quad occupancy, including room tax) for two (2) nights; [2] a Meet and Greet (timing subject to talent availability) with Disney Channel talent and a Cool maker designer at a location in Los Angeles (chosen by Sponsor) in order to make Disney-inspired fashions using Cool Maker products; [4] one (1) Sew N' Style Machine; one (1) Sew N' Style Fashion Plush; one (1) Sew N' Style Room Décor, one (1) Pottery Studio; one (1) Pottery Clay Refill; one (1) Pottery Project Kit – Lovable Lights; one (1) Airbrush Styling Studio; one (1) Airbrush Accessory Pack – Runaway Glam; one (1) Airbrush Accessory Pack – Soft N' Sweet; one (1) Mini Treat Waffle Maker (ARV: \$158.90); [5] transfers between hotel and Meet and Greet; [6] if Grand Winner's residence is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Winner's residence ("**Airport of Origin**") and a Sponsor-selected airport in or near the City; but if Grand Winner's residence is located two hundred fifty (250) miles or less from the City, round-trip ground transportation via a Sponsor-selected method between Grand Winner's residence and the hotel; and [7] airport/hotel transfers if air transportation is provided. All expenses not specifically mentioned herein are not included and are solely the Grand Winner's responsibility, including, but not limited to: round-trip transportation between the Grand Winner's residence and any Airport of Origin, alcoholic beverages, tax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Meet and Greet timing is subject to talent availability. Airline carrier and hotel regulations and conditions, including, but not limited to, any age restrictions and requirements, apply. Grand Winner must complete Trip on Sponsor-selected dates and **no later than September 30, 2018**, or Grand Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner. Travel arrangements must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered and failure of Grand Winner to follow such schedule shall not obligate Sponsor in any way to provide him/her with alternate arrangements. Releasees are not responsible for airline cancellations or delays. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. If the Grand Prize is awarded to a non-resident of

California, the Grand Prize will also include an estimated cash amount of \$340, which cash amount will be withheld to defray his/her payment of taxes payable as a result of winning the Grand Prize. Approximate retail value (“**ARV**”) for Grand Prize: \$4,859 (if Grand Winner is a resident of California) or \$5,199 (if Grand Winner is not a resident of California), which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. **TEN (10) FIRST PRIZES** (each, a “**First Prize**”). Each First Prize includes: one (1) Sew N’ Style Machine; one (1) Sew N’ Style Fashion Plush; one (1) Sew N’ Style Room Décor, one (1) Pottery Studio; one (1) Pottery Clay Refill; one (1) Pottery Project Kit – Lovable Lights; one (1) Airbrush Styling Studio; one (1) Airbrush Accessory Pack – Runaway Glam; one (1) Airbrush Accessory Pack – Soft N’ Sweet; one (1) Mini Treat Waffle Maker (ARV: \$158.90). Total ARV of First Prizes: \$1,589. Total ARV of all prizes: \$6,788. Limit one prize per person/Mobile/Address. If the actual value of any prize is less than the stated ARV, the difference will not be awarded. Any depiction of any prize is for illustrative purposes only and may not reflect the actual prize won. Prizes are not redeemable for cash or transferable, except the Grand Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator’s sole discretion, a prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen prize. Prize elements may not be separated. A prize cannot be used in conjunction with any other promotion or offer. All prizes will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by November 30, 2017, after which no alternate winners will be selected, nor unclaimed prizes awarded.

**7. PROCEDURES:** All Entries must be received during the Entry Period. On or about September 26, 2017, in random drawings conducted by the Administrator, the potential winners will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning the Grand Prize or a First Prize depend on the total number of eligible Entries received during the Entry Period.

**8. WINNERS:** On or about September 27, 2017, potential winner(s) or their Parent will be notified via email or Mobile, as appropriate, to obtain their mailing addresses as well as any additional required information or responses. Once a mailing address is available, the potential Grand Winner or their Parent will be sent paperwork by overnight delivery service. First

Prize Winners will not receive any further paperwork. All legal responsibilities of a Minor Entrant under the Rules will be assumed by a Parent, and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** a potential winner's failure to respond to notification within three (3) business days after transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notice or a prize as undeliverable; **[4]** a potential winner's failure to provide Administrator with satisfactory proof of age, identity, residency and Minor winner's consent of Parent; **[5]** a potential winner's failure to provide Administrator with satisfactory proof that he/she (or Parent) is the authorized account holder of the Mobile or Address associated with the winning Entry; **[6]** a potential winner's failure to provide required additional information upon Administrator's request; **[7]** the potential Grand Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[8]** the potential Grand Winner's failure to be available to complete the Trip on a Sponsor-selected date before September 30, 2018; **[9]** a potential First Prize Winner's failure to claim any prize within four (4) business days after it is sent; **[10]** a potential winner's failure to validly claim any prize by November 30, 2017; and **[11]** any other non-compliance with Rules. All First Prizes for qualified winners will be delivered within twelve (12) weeks after Administrator's receipt of valid mailing addresses and verification of eligibility and compliance with these Rules, including return of all required documentation. In the event of any prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited prize to an alternate winner. The Group must travel together on the same itinerary and each member of the Group is solely responsible for obtaining any and all necessary travel documents (i.e. valid photo I.D, etc.) before departure. All Guests will be required to execute a Release of Liability prior to ticketing. Anyone in the Group who is a Minor must be accompanied on the Trip by his/her Parent as one of the Group. All taxes are solely the responsibility of each winner, and the Grand Winner will receive an IRS Form 1099 reflecting the value of his/her prize. Grand Prize is subject to California non-resident withholding taxes if Grand Winner is a non-resident of California, and Grand Winner may receive Form 592-B reflecting the final actual value of the Grand Prize.

**9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("**Privacy Policy**").

**10. CONDITIONS:** By entering this Sweepstakes and/or accepting any prize, you agree that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[2]** you will abide by and be bound by the Rules and the Sponsor's/Administrator's decisions and the Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be returned; **[4]** you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and/or bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information or information accessed or acquired without authorization; **[5]** the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or prizes; **[6]** a winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[7]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Administrator in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible;

**[8]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including, but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[9]** any portion of any prize not accepted or used by any winner will be forfeited; **[10]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; **[11]** the Administrator has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(a)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(b)** violating the Rules; **(c)** 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; **(d)** acting in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(e)** for any other good cause as determined solely by the Administrator; **[12]** Administrator has the right to lockout an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[13]** since any attempt by any individual to damage the Website or undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[14]** all disputes, claims and causes of action at law or in equity (individually, “**Claim**”) arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; **[15]** all Claims shall be resolved individually, without resort to any form of class action; **[16]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys’ fees, and under no circumstances will any Entrant be permitted to obtain awards for, and he/she hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[17]** Administrator has the right to modify prize award procedures at its sole discretion; **[18]** the Releasees are not responsible for the cancellation, postponement or unavailability of any

element of any Prize, and if such occurs, the Prize will be awarded without that particular element(s) of the Prize; **[19]** Grand Winner's acceptance of the Grand Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Grand Prize ("**Fulfillment Filming**"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[20]** Sponsor's use of the Fulfillment Filming will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including, but not limited to, payment of re-use fees, residuals or license fees; **[21]** Sponsor shall have the right to make such changes to the Fulfillment Filming and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter the Fulfillment Filming in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; **[22]** neither the Trip or the Meet and Greet can be sold, nor can Grand Winner charge members of his/her Group for participating in the Grand Prize; and **[23]** you, or your Parent (if a Minor) is solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes.

**11. RULES & WINNERS' LIST:** For a list of winners (after September 30, 2017 and before November 30, 2017) and/or Rules (before September 17, 2017), send a self-addressed, stamped envelope to: Create it Cool Sweepstakes, c/o Ventura Associates International, LLC, ATTN: HD, 60 East 42 Street, NYC, NY 10165. A copy of the Rules may also be obtained by printing this webpage.

All marks herein are the property of their respective owners.