

WAYS TO BE WICKED AND SAIL AWAY CONTEST OFFICIAL RULES (“Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE’S CHANCES OF WINNING. ENTRANTS UNDER THE AGE OF MAJORITY IN THEIR STATE OF PRIMARY RESIDENCE MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. MANY WILL ENTER. ONE WILL WIN.

- 1. SPONSOR:** Disney Online, 1200 Grand Central Avenue, Glendale, California 91201, is solely responsible for all aspects of this skill-based contest (“**Contest**”).
- 2. CONTEST ADMINISTRATOR:** Ventura Associates International LLC, 60 East 42nd Street, Suite 650, New York, NY 10165, an independent judging organization whose decisions are final and binding with respect to the Contest (“**Administrator**”).
- 3. ELIGIBILITY:** To be eligible for this Contest, at the time of entering you must: **[a]** be a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia (“**Territory**”); **[b]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a “**Member**”); **[c]** not be an employee of Sponsor, Administrator or their respective parent, divisions, affiliates, subsidiary companies or their respective advertising, promotional or fulfillment agencies involved in this Contest (collectively, “**Entities**”), nor a household member or immediate family member of such employee, **[d]** do not have any contractual relationships which could interfere with or prohibit you from entering and fully participating in the Contest (Sponsor retains the right to determine in its sole discretion if an existing agreement represents a conflict); and **[e]** be willing to have your Entry (as defined below in Section 4) published in the gallery page (“**Gallery**”) of the Contest website located at <http://lol.disney.com/ways-to-be-wicked-contest> (“**Website**”) and if you are selected as the Winner (as defined below in Section 4) shown online during and/or following the conclusion of the Contest or otherwise distributed, in connection with, or to promote, the Contest and/or Website and/or for any other commercial or other purpose as determined by Sponsor (including but not limited to use on Sponsor’s social media pages). “Immediate family members” shall mean parents, step-parents, grandparents, 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. **All ages are welcome to enter, but if you are a minor (“Minor”) as defined by your state of residence: (i) please get your parent’s or legal guardian’s (“Parent”) permission to enter, and (ii) if you are under 13 years of age, please refer to Section 6 and 7 of the Rules for information about the registration and entry process.**

Instructions on how to upload your Entry are described below in Section 7. Uploading your Entry is free of charge, but normal Internet access and usage charges imposed by your on-line and/or mobile service provider will apply.

For purposes of these Rules, all times and days are Pacific Time (“PT”). Sponsor’s computer is the official time keeping device for this Contest; and the awarding of the Prize (as defined in Section 9 below) is subject to the eligibility and forfeiture provisions set forth herein. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. BRIEF OVERVIEW OF CONTEST: This Contest is being conducted in two (2) phases as follows:

Phase 1 / Entry Phase (“Entry Phase”): During the period commencing on or about 12:00 PM (noon) (PT), July 21, 2017, and ending at 11:59 PM (PT) September 1, 2017 (“**Entry Period**”), you may compete for the chance to win one (1) grand prize (see Section 9 for more details) by creating and submitting your user-generated video (“**Video**”) of at least sixty (60) seconds and no more than four (4) minutes in duration in which you enter the Contest as either (i) a solo performer, or (ii) as part of a team with another person (for a total of two (2) total members including yourself) (a “**Team**”). Each person appearing in your Video, whether a solo entrant or a Team, are collectively and individually referred to herein as “**Contestant(s)**”. In your Video, you and/or your Team will sing “Ways to Be Wicked” from Disney Channel’s original movie, Descendants 2 (“**Song**” or “**Song Material**”), pursuant to the instructions outlined in Section 5 of these Rules and posted on the Website, along with any other required information (each, an “**Entry**” and collectively, “**Entries**”).

Posted on the Website will be a video featuring the music and lyrics for the Song (“**Lyric Video**”). Contestants/Teams may sing-a-long to music in this Lyric Video or sing A-Capella either alone or with his/her Team member (if applicable). **Contestant may not use any other versions of the Song in their Entry (other than the Lyric Video) including but not limited to what is used in the film or CD version.** Contestant and/or Team may play accompanying instrument(s). Entries must be appropriate for PG audiences as determined by Sponsor.

Videos must be at least sixty (60) seconds and no more than four (4) minutes in duration. Video must be submitted using one of the following formats (“**Format**”): .avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, and .m4v.)

ALL INDIVIDUALS WHO APPEAR IN YOUR VIDEO MUST BE MEMBERS OF YOUR TEAM (EACH TEAM MAY CONSIST OF A MAXIMUM OF TWO (2) CONTESTANTS TOTAL) AND MUST CONSENT TO BE INCLUDED IN THE VIDEO AND THE CONTEST AND MUST AGREE TO ALL USES PER SECTION 3 HEREOF. IF ANY MEMBER OF YOUR TEAM IS A MINOR, THEN YOU MUST HAVE CONSENT FROM

THEIR PARENT TO INCLUDE THEM IN THE VIDEO AND IN THE CONTEST.

Sponsor shall make all eligibility determinations regarding the Entries and the individuals included in a Video. See Section 11[u] for more details on the use of Disney Intellectual Property (“**Disney IP**”). If you decide to include any Disney IP in your Entry aside from the Song (e.g., character costumes), please note that no use of any Disney IP, nor purchase of accessories nor any visit to a Disney Park is necessary to enter this Contest nor will it increase your chances of winning this Contest.

Limit one (1) Entry per Member and per Team, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. If you attempt or are suspected of attempting (in the sole discretion of Sponsor or Administrator) to circumvent this limitation by any means, including but not limited to establishing multiple Member accounts, you may be disqualified from the Contest. Any duplicate or materially similar Entries will be disqualified. In the event that the same Entry is received from more than one (1) Contestant, the Entry will be deemed to be submitted by the first Contestant who the Entry was received from.

Phase 2 / Winner Selection (“Judging Phase”): The Judges (as defined below) will score the eligible Entries based on the Criteria below by September 22, 2017 in order to select the potential winner (or winning Team) (“**Winner(s)**”), subject to verification and compliance with these Rules and Sponsor’s Terms of Use, located at <http://disneytermsofuse.com> (“**TOU**”).

What the Judges are looking for: Your Entry should utilize original, creative performance techniques. Sponsor’s appointed panel of judges consisting of employees of Sponsor (“**Judges**”) will score the eligible Entries based on the following criteria (“**Criteria**”): Musical Talent (40%), Personality and Style (30%) and Creativity (30%).

TIED ENTRIES: In the event of a tie, the tie will be broken by the Judges based on the first Criterion – Musical Talent. The decision of the Judges shall be final and binding.

5. ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES: Follow the Instructions below in these Rules (also available on the Website) to create your Entry. Entries should adhere to all specifications included in these Rules. Any Entry that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor in its sole discretion. All Entries must be received during the Entry Period. Proof of submitting an Entry does not constitute proof of receipt or entry into the Contest.

DO's & DON'Ts

Do's...

- **Do get your Parent's permission if you are a Minor, to shoot and/or appear in the Video and to enter the Contest.** If you are a Minor, you must get permission from a Parent before shooting and/or appearing in the Video and entering the Contest. Each person who is seen or heard in the Video (either solo or as a Team) who is a Minor, must have their Parent's permission to participate in the Video and to enter the Contest.
- **Do protect your privacy. *First names only.***
Please avoid any last names or other personal information in your Entry. Also, only include names and/or likenesses of person(s) who have consented to be included in the Contest.
- **Do watch the Lyric Video on the Contest site.**
- **Do be creative with your performance, but make sure you sing the correct lyrics.** Remember, you can sing without any music, or you can sing along with the Lyric Video or while playing a musical instrument, but no other background music can be used in your Submission and the lyrics cannot be changed. Otherwise, your Entry has to be 100% original.
- **Have fun!**

Don'ts...

- **Don't show any brands or logos.**
Avoid visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.
- **Don't include more than two (2) people total (including yourself) in your Entry.**
- **Don't be rude or profane.**
Avoid rude gestures and other inappropriate stuff, and for your safety, don't try any risky moves or perform any dangerous stunts.

- **Don't wear revealing clothing or display suggestive movements.**
- **Don't go too long...or too short**
60 seconds minimum! 4 minutes max!

Filmmaker 101

- **Shoot in Landscape or Widescreen mode.**
Try to hold the camera so your Video comes out wider than it is tall, like a movie screen, but this is a suggestion, not a requirement.
- **Be Bright.**
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you, the star!
- **Speak Up.**
The closer you are to the camera or separate microphone, the better your voice will sound.
- **Keep it Steady.**
Make sure your camera is on a tripod or make sure something is holding it steady.

CONTEST ENTRY REQUIREMENTS/LIMITATIONS:

- a. The Entry must be authorized. This means that you must have the legal right and any permissions necessary to submit the Video into the Contest. By submitting the Video, you hereby represent that you have all rights necessary to submit the Entry, distribute the Video through the Website or any other website and to grant to Sponsor the rights set forth herein.
- b. You must have the consent of any person who appears in your Video (including the videographer, if other than you) granting the Contestant the right to include such person in the Video (if any Team member is a Minor then you must have consent from their Parent); and consenting to the Entry and use of the Video in the Contest and to its use as set forth herein. Potential Winner **must** furnish proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Winner as set forth in Section 8 below. Should the potential Winner fail to furnish such proof in a form acceptable to Sponsor, Contestant understands and agrees that he/she will be

disqualified from being a Winner and will forfeit the opportunity to possibly win the Prize (as defined in Section 9 below).

- c. As set forth in Section 3, any person who appears in your Video must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of the Song Material, the Entry must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- e. With the exception of the Song Material, the Entry must not contain any other music, and the Entry must not change the lyrics in the Song Material.
- f. The Entry must meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, Format, duration, file size, standards and practices requirements and any other specifications.
- g. The Entry must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including but not limited to Videos that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Entry must not violate these Rules or the TOU.
- h. The Entry must not disparage the Entities.

- i. With the exception of the Song Material incorporated in the Entry, you represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Video; (ii) you have the full and exclusive right, power and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other contest(s) and it has not won any previous awards or Prize (as defined in Section 9 below); and (v) the full use of the Entry or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

- j. You are responsible for, and must have obtained, prior, written approval from any identifiable person (or such person's Parent if such person is a Minor) that appears in, is mentioned in, or otherwise contributed to the Entry (each a "**Third-Party Participant**") for you to include such person in the Entry. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) allowing use of such person's name, likeness or contribution in the Entry, and you and each Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, or you may be disqualified and rendered ineligible to receive a Prize (as defined in Section 9 below) in this Contest.

If Sponsor believes that the Entry does not comply with the TOU, these Rules or that the Entry potentially or actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and remove any Entry at any time. Sponsor's decisions regarding the Entries is final and binding and not subject to challenge or appeal.

6. HOW TO REGISTER AS A MEMBER: As a Member of Disney.com, you may enter the Contest by logging in to the Website with your user name ("**User Name**") or email address ("**Address**") and password and following the

Instructions set forth above. If you are not a Member, you may become a Member free of charge by visiting the Website and registering by 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 TOU. Upon becoming a Member, you may enter the Contest by following the Instructions in Section 4 above. If you are a Parent of a child under the age of 13, and your child has not previously registered, you will be sent an email notifying you of your child’s registration. No response by you to the email is required for your child to register on the Website, however, if you do not want your child to register, you may follow the instructions in the email and complete the steps required to cancel your child’s registration and delete the child’s information. It is your sole responsibility to notify Sponsor if you, as a Contestant, change your Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your Disney.com 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.

7. HOW TO SUBMIT YOUR ENTRY: Once you have created your Video, submit your Entry by completing the following on the Website: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name and state; and **(c)** click the “Select a file to upload” button or other similar button to upload your Video and submit your Entry.

If you are 13 or older, you will be agreeing to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects. Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Entry submitted by you. Thereafter, your Entry will be moderated for possible inclusion on the Website.

If you are younger than 13, an email will then be sent to your Parent’s Address, which will instruct your Parent to click the link in the email to validate your Parent’s Address, agree to the TOU, to these Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects, on behalf of himself/herself and on your behalf, and grant Sponsor permission to email your Parent’s Address regarding the possible use in any media of any Entry submitted by you. If your Parent does not take these steps, your Entry will be considered ineligible for the Contest. Once your Parent takes these steps, your Entry will be moderated for possible inclusion to be posted on the Website. If your Entry passes moderation and is chosen for possible inclusion on the Website, your Parent will receive an additional email to provide high-level verifiable consent to display the Entry on the Website or elsewhere, as required by the Children’s Online Privacy Protection Act. Your Parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal account or creating a PayPal account if they do not have one, and completing a nominal PayPal

transaction of one cent (\$.01). If this step is not taken, your Entry will not be eligible to be entered into the Contest or posted on the Website or elsewhere.

In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern. Sponsor reserves the right not to post any Entry for any reason in its sole discretion. Entries will not be returned, and Sponsor reserves the right to use any portion of the Entry in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Entry may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion. If your Entry does not pass moderation, your Entry will not be eligible to be entered into the Contest.

By entering the Contest, and without limitation of any other terms herein or as part of the TOU, each Contestant (or their Parent if they are a Minor) understands and agrees that eligible Entries received by Sponsor may be posted, in whole or in part, on the Website and/or other platforms for public viewing at any time; such posting has no effect on the judging of Entries. Each Contestant understands and agrees that Entries may be formatted, edited or otherwise converted in order to be viewable on the Website. Sponsor reserves the right to remove any such posted Entry at any time and for any reason, without liability of any kind. Sponsor may but is not obligated to post Entries on the Website or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Contestant releases and agrees to hold harmless the "Released Parties" (as defined in Section 11) from any and all liability associated with possible posting (or, conversely, non-posting) of his/her Entry, including his/her express acknowledgment that if posted, posting of the Entry does not constitute any representation by Sponsor as to Contest eligibility. FOR ALL POSTED ENTRIES, THE VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL CONTESTANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

8. WINNER NOTIFICATION PROCESS: On or about September 26, 2017, the potential Winner, or his/her Parent if such potential Winner is a Minor, will be notified by email ("**Email Notification**") to the Address associated with his/her Member account to verify their identity and eligibility. Once mailing address is provided to Administrator, the potential grand prize winner ("**Winner**") will be required to complete, sign and return within five (5) business days of date of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification and Publicity Release ("**Affidavit**"), and where allowed by law, any applicable tax form(s), as well as any release(s) from person(s) who appear in or were involved in the creation of the Entry (if and as applicable) (collectively, "**Winner Documents**").

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Winner may result from any of the following, without limitation:

[a] potential Winner's failure to respond to Email Notification within 3 business days after its transmission; [b] the return of an Email Notification as undeliverable after three (3) attempts; [c] potential Winner's failure to execute and return all Winner Documents within five (5) business days of date of transmission; [d] potential Winner's failure to provide Sponsor with satisfactory proof of eligibility, [e] potential Winner's failure to take the Trip (as defined in Section 8) on sail dates available as listed in Section 9 below, prior to October 15, 2018, and [f] any other non-compliance with these Rules or the TOU. In the event of a disqualification or Prize (as defined below) forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Winner (time permitting).

All federal, state and local taxes are solely the responsibility of the Winner.

9. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"): One (1) grand prize ("Prize") will be awarded. Prize includes an five (5) day / four (4) night *Disney Cruise Line* vacation to the Bahamas for Winner and up to three (3) guests (individually, "Guest," the Guests and Winner shall collectively be referred to as the "Group") to be taken aboard the *Disney Dream* ("Ship") on dates selected by Winner, subject to availability and approval by Sponsor (collectively, the "Trip"). The Trip consists of the following elements for the Group: [a] four (4) round trip coach airfares between the major gateway airport closest to Winner's residence ("Airport of Origin") and the Orlando International Airport provided, however, if Winner resides within 200 miles of Port Canaveral, FL, airfare or any other form of transportation will not be provided; [b] round trip ground transportation for four (4) passengers from Orlando International Airport to Port Canaveral, Florida ("Port City"); and from Port City to the Orlando International Airport when air transportation is provided; [c] one (1) stateroom (quad occupancy) aboard Ship (location/category at the discretion of Disney Cruise Line); [d] all onboard meals (with the exception of Palo and Remy Fine Dining), and [e] pre-paid gratuities, Taxes, Fees and Port Expenses (as defined on the Disney Cruise Line® website at <https://disneycruise.disney.go.com/>). If the Prize is awarded to a nonresident of California, the Prize will also include an estimated cash amount of **\$679**, which will be withheld to defray payment of California nonresident withholding tax payable as a result of winning the Prize. ARV (if Winner is a resident of California): **\$9,698** or **\$10,377** (if Winner is not a resident of CA), which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All benefits and payments in connection to the Prize are personal to the Winner and are not redeemable for cash and neither is assignable nor transferrable.

Sail dates are pre-scheduled and subject to availability and change. Currently scheduled sail dates are:

2017: October 16, 23, 30; November 6, 20, 27; December 4, 11, 18, 22, 29

2018: January 8, 15, 22, 29; February 5, 12, 19, 26; March 5, 12, 19, 26; April 2, 9, 16, 23, 30; May 7, 14, 21, 28; June 6, 20; July 4, 16, 30; August 6, 13, 20, 27; September 3, 10, 17, 24; October 1, 8, 15

If the Winner is part of a Team, then the Prize must be shared with the other Team member, each bringing one (1) Guest for a total of four (4) people.

If the Winner, or any Team member, is a Minor, the Winner and/or their Team member must be accompanied by his/her Parent who will count as one of the allotted guests.

All members of the Group: (i) will be required to execute and return a Release of Liability prior to participation in the Trip; (ii) are solely responsible for obtaining any and all necessary travel documents before departure (valid photo I.D., credit card, etc.); and (iii) are responsible for any picture identification requirements associated with air travel. Winner is required to have and present at least one major credit card in good standing in order to check-in. If any Guest is a Minor, he/she must be accompanied on the Trip by his/her Parent or legal guardian, who shall count as one of the potential Winner's allotted Guests.

All expenses in connection with Trip not specifically mentioned herein are not included and are solely the Winner's responsibility such as: shore excursions, activities and ground transportation not expressly included in the Trip; meals; alcoholic beverages; airline baggage fees; customs and immigration fees; passport costs; travel insurance; nursery charges; laundry service; spa services and other optional activities; local and long distance telephone calls; ship to shore communications, internet; merchandise and souvenirs; incidental expenses; additional tips and gratuities; income and other taxes not expressly included in the vacation package; transportation between Winner's home and Airport of Origin (or Port City if within 200 miles); and all other costs and expenses not otherwise mentioned herein.

If Winner elects to take the Trip without Guests or fewer Guests than provided for in the Prize package, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Winner will not receive any compensation or substitute/alternate Prize for same. Once selected by Winner, Guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. The Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove any member of the Group from any activity at any time if such Group member's behavior at any point is disruptive or may or does cause damage to person, property or the reputation of Sponsor, or an affiliate, or otherwise violates the rules or policies of the Sponsor. The Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of any of Guests related to any

Contest-related activity or travel. Any portion of the Trip not accepted by Winner will be forfeited. Trip components are subject to change without notice.

Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. Trip must be booked at least 45 days in advance of travel departure date. Trip must be taken on sail dates supplied (and listed above) by Sponsor between October 15, 2017 and October 15, 2018. If Trip is not completed by October 15, 2018, the Prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Sponsor's sole discretion.

If Group cannot travel on the dates specified above in this Section by Sponsor, the Prize will be forfeited in its entirety, the Sponsor will have no further obligation to the Winner, and the Prize may be awarded to an alternate Winner who has the next highest score from the Judges. Flight details are subject to availability and airline carrier's regulations and conditions apply. Group must travel together on the same itinerary and must travel from the same Airport of Origin. No extensions will be granted. The Trip may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. None of the Released Parties are responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Prize with another Prize of equal or greater value.

Certain restrictions, as determined by Sponsor, may apply. If the Group cannot comply with these restrictions or any portion of these Rules, the Prize will be forfeited in its entirety and an alternate Winner may be chosen, if time permits.

All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not limited to income and withholding taxes), sales taxes) on or connected with a Prize, and the reporting consequences thereof, are solely the responsibility of the Winner. If any Winner is a Minor, as defined by their state of primary residence, the applicable Prize will be awarded for the benefit of the Minor to his/her Parent, who will be solely responsible on behalf of the Minor for all applicable documents and taxes. The Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. In the event of a disqualification or Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate Winner and award or not award the forfeited Prize, time permitting. Prize is subject to California non-resident withholding taxes if Winner is a non-resident of California, and Winner may receive Form 592-B reflecting the final actual value of the Prize.

If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Prize is for illustrative purposes only and may

not reflect the actual Prize won. Prize is not redeemable for cash or transferable, except the Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator's sole discretion, the Prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen Prize. Prize elements may not be separated. The Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated and tickets will not be replaced if lost or stolen. Prize 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 Contest promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

10. PRIVACY POLICY/DATA COLLECTION: All personal information provided by you for this Contest is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com> ("Privacy Policy").

11. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION CONDITIONS: By entering this Contest and/or accepting the Prize you (or if a Minor, your Parent) may win, you agree and represent that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]** you will abide by and be bound by the Rules, the Administrator's and Sponsor's decisions (which shall be final and binding in all respects), Privacy Policy and TOU; **[c]** You hereby release and hold harmless the Entities and their respective agents, employees, officers, directors, shareholders, representatives and independent contractors (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 this Contest or any Prize-related activity or travel; or any interaction with, or downloading of, computer information; **[d]** Prize is 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 Released Parties do not make any representation, warranty or guarantee, express or implied, relating to this Contest or Prize; **[e]** acceptance of the Prize constitutes the grant to Sponsor, and its and their assigns of an unconditional right to use the Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about this Contest for any programming, publicity, advertising and Promotional purposes 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; **[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 of terrorism or other matters beyond the Sponsor/Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper

play of this Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor/Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend this Contest; and in such event, to select Winner by such method as Sponsor/Administrator 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 Contest, including but not limited to: human errors, errors in the advertising, Rules, selection and announcement of the Winner and distribution of the Prize; **[h]** any portion of the Prize not accepted or used by the Winner will be forfeited; **[i]** 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; **[j]** the Sponsor and Administrator have the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(i)** tampering or attempting to tamper with the submission process or the operation of this Contest or the Website; **(ii)** violating the Rules; **(iii)** violating the TOU, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any property or service; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor and Administrator; **[k]** Sponsor and the Administrator have the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Contest; **[l]** since any attempt by any individual to damage the Website or undermine the legitimate operation of the Contest or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor or 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; **[m]** all disputes, claims and causes of action at law or in equity (individually, "**Claim**") arising out of or relating to the Contest, the meaning or interpretation of the Rules or the Prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within the borough of Manhattan, in the State of New York; notwithstanding anything to the contrary contained in this Section 11 **[m]**; **[n]** all Claims shall be resolved individually, without resort to any form of class action; **[o]** 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 you 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; **[p]** Administrator and Sponsor have the right to modify Prize award procedures at their sole discretion; **[q]** the Released Parties are not responsible for the cancellation, postponement or unavailability of any element of the Prize, and if such occurs, the Prize will be awarded without that element of the Prize; **[r]** in the event of a dispute as to the identity of a Winner based on the Address, the winning Entry will be declared made

by the authorized account holder of the Address. For purposes of these Rules, “**Authorized Account Holder**” is defined as the natural person who is assigned to an Address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address; **[s]** the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, including its interface, in whole or in part and other logos and product and service names that are trademarks of the respective owners (the “**Website Marks**”). Unless you have written permission, you hereby agree not to display or use in any manner the Website Marks; **[t]** you grant to Sponsor: **[i]** a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of any person appearing in the Entries; and **[ii]** a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Entry, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor’s website and third-party websites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity; **[u]** if your Entry includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to create the Entry using Disney IP for the purposes of creating an Entry for this Contest only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Entry (if such rights are not assigned to Sponsor, your license to create the Entry using Disney IP shall be null and void); **[v]** creative ideas, suggestions or other materials Entrant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Entrant and Sponsor in any way, and that the Entrant has no expectation of review, compensation or consideration of any type; **[w]** Sponsor, Administrator and its third-party vendors engaged to implement this Contest are authorized to display on the Website, in connection with the Contest and thereafter, the Entries and any comments; **[x]** the Released Parties are not responsible for the cancellation, postponement or unavailability of the Trip, and if such occurs, the Prize will be substituted with a Prize of equal or greater value; **[y]** Winner’s acceptance of any Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Prize (“**Fulfillment Film**”), 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 Film 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; **[z]** Sponsor's use of the Fulfillment Film 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; **[aa]** Sponsor shall have the right to make such changes to the Fulfillment Film 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 said Fulfillment Film 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; **[bb]** Prize cannot be sold, nor can potential Winner charge guests for participating in the Trip; and **[cc]** If the Trip has already commenced and there is an event of Force Majeure, then Sponsor and/or Administrator has the right, in their sole discretion, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible.

12. WINNER'S LIST: For the name of the Winner (after September 30, 2017 and before October 31, 2017) and/or Rules (before September 1, 2017), send a self-addressed, stamped envelope to: Ways to be Wicked and Sail Away Contest, Winner/Rules, c/o Ventura Associates, Dept. HD, 60 East 42nd Street, New York, NY 10165 designating either "Winner's List" or "Rules." A copy of the Rules may also be obtained by printing this web page.

All trademarks referenced herein are the property of their respective trademark owners, who are not sponsors of this Contest, nor do they have any responsibilities regarding its conduct or administration.