

# MY FAVORITE NEVERBEAST SWEEPSTAKES

## OFFICIAL RULES

***NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.***

***A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING.***

***MANY WILL ENTER. ONE WILL WIN.***

***ENTRANTS UNDER THE AGE OF 18 MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER.***

**1. SPONSOR:** Disney Online, 1200 Grand Central Avenue, Glendale, California 91201 ("Sponsor"), is solely responsible for all aspects of this sweepstakes ("Sweepstakes").

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

**3. ELIGIBILITY:** To be eligible for this Sweepstakes, 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 ("Member"); **[c]** not be an employee of Sponsor, Administrator; their respective parent, subsidiary or affiliated companies; or their advertising, promotional or fulfillment agencies involved in this Sweepstakes (individually and collectively, "Entities"); nor members of their households or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses); and **[e]** be willing to have your Submission (as defined below in Section 4) published in the gallery page ("Gallery") of [www.Disney.com/MyNeverBeastSweeps](http://www.Disney.com/MyNeverBeastSweeps) ("Website") or otherwise distributed in connection with, or to promote, the Sweepstakes and/or Website, and/or for any other commercial or other purpose as determined by Sponsor. Not all Submissions will be published in the Gallery. **All ages are welcome to enter, but if you are a minor ("Minor") as defined by your state of residence, please get your parent's or legal guardian's ("Parent") permission to enter, and please refer to Section 7 of the Rules if you are under 13 years of age for information about the registration and entry process.**

**4. SUBMISSION:** During the period beginning at 12:00:00 P.M. (noon) Pacific Time, March 5, 2015, and ending at 11:59:59 P.M. Pacific Time, April 5, 2015 ("Submission Period"), you as the entrant ("Entrant") and a registered Member, may enter this Sweepstakes via the Internet by visiting the Website, logging in with your Member name and password, and following the instructions ("Instructions") which include entering your first name and email address ("Address") and submitting the following: **[a]** a photo ("Photo") depicting you and/or your immediate family (of up to 4 people in total) **and your favorite pet**, and **[b]** the first names, only, of any other members of your immediate family if you decide to include them in the Photo (individually and collectively, "Submission").

Photo must be less than 10MB in file size (“Size”) and be in jpg format (“Format”).

**Only Photos that include a pet will be eligible for the Sweepstakes. All Photos that do not include a pet will be disqualified. Only Photos that depict you or your immediate family will be eligible for the Sweepstakes. No other people can be featured in the Photo.** Submissions must be appropriate for PG audiences as determined by Sponsor.

If you are not a Member, you may become a Member for free by visiting the Website and registering by providing the requested information on the registration form through the link on the site: “Not registered?” If you are a Parent of a child under the age of 13, 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. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor of a change in your Address. To do so, go to <http://register.go.com/go/memberservices/home>, log into your Website account with your Member name and password, click on “Modify” and follow the instructions on how to change the Address. For purposes of these Official Rules (“Rules”), all times and days are Pacific Time. Sponsor's computer is the official time-keeping device for the Sweepstakes. Members will be required to click where indicated to signify that they accept and agree to be bound by the Terms of Use (“TOU”) currently located at <http://disneytermsofuse.com>, these Rules and the decisions of the Sponsor and Administrator; which are final and binding in all respects. In the event of any discrepancy or inconsistency between the terms of these Rules and the Privacy Policy (as defined in Section 12 herein) and/or TOU, the terms of these Rules shall govern.

Each Submission received in accordance with these Rules that complies with all requirements of these Rules, will constitute one (1) entry into the Sweepstakes.

**Submissions will not be judged.**

Submissions will not be returned. When creating your Submission, please adhere to the Do's & Don'ts below (and also posted on the Website). Instructions on how to create, register and upload your Submission are described below in Sections 6 and 7. Registering and uploading your Submission are both free of charge, however, normal Internet access and usage charges imposed by your on-line service will apply.

## **DO's & DON'Ts**

### **Do's...**

- **Do protect your privacy.**

Use only your first name, and please, only include first names of anyone else in your Submission. If there are any other people in the Photo, each and every person must be part of your immediate family. No other people can be featured in the Photo.

- **Do be original.**  
Feel free to put your own spin on it.
- **Do be careful.**  
Take caution when creating your Submission.
- **Do have fun!**  
Make sure to include yourself (and/or your immediate family) with your pet in your Photo.

### Don'ts...

- **Don't show any prominent brands or logos.**  
That means no prominent and/or visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Don't wear clothes with visible logos.
- **Don't be rude or use profanity.**  
Avoid bad language, rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't wear revealing clothing or make suggestive movements.**
- **Don't send a Photo that is too big or the wrong format.**  
Photo must be less than 10MB in file Size and in jpg Format.

### Photographer 411

- **Shoot in Landscape or Portrait mode.**  
Try to hold the camera so your Photo comes out wider than it is tall, 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 and your family!
- **Keep it Steady.**  
Make sure your camera is on a tripod or make sure something is holding it steady.

**5. LIMITATIONS:** Submissions are limited to one (1) Submission per person/ Address per day regardless of whether one person has more than one (1) Address/Member account or more than one person uses the same Address/Member account. Each Submission must be unique, and you cannot submit the same Submission more than once. Any duplicate or materially similar Submissions will be disqualified. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, you may be disqualified

from the Sweepstakes. Submissions by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Submission is prohibited.

Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Submissions from persons residing, or physically located, outside the Territory; Submissions 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; or for lost, interrupted or unavailable network, server, internet service provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant's email account to receive email; 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 Submissions will be disqualified. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**6. HOW TO CREATE A SUBMISSION:** Follow the Instructions in section 4 of these Rules (also available on the Website) to create your Submission. Submissions should adhere to all specifications included in these Rules. Any Submission that fails to meet Sponsor's specifications may be disqualified. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including but not limited to establishing multiple Member accounts, you may be disqualified from the Sweepstakes. All Submissions must be received during the Submission Period. Proof of submitting a Submission does not constitute proof of receipt or entry into the Sweepstakes.

**7. HOW TO SUBMIT A SUBMISSION:** Once you have created your Submission, you may submit your Photo by following the Instructions listed in Section 4 (also available on the Website). If everything was entered successfully, you will receive a message thanking you for your Submission.

You may also upload your Submission by downloading and following the directions within the free Disney Applause mobile application ("Application"). With either method, you must log into your Disney account with your Member name and password. If you are 13 or older, you will be agreeing to the TOU, to these Rules and the decisions of Sponsor, which are final and binding in all respects.

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 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 Submission submitted by you. If your Parent does not take these steps, your Submission cannot be entered into the Sweepstakes. Once your Parent takes these steps, your Submission will be moderated for possible inclusion/posting on the Website. If your Submission 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 Photo 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 Submission will not be eligible to be posted on the Website or elsewhere, but it will still be eligible to be a potential winner in the Sweepstakes.

If your Submission does not pass moderation, it will not be included on the Website, and will not be eligible to be entered into the Sweepstakes.

By submitting a Submission, you grant Sponsor permission to email your email address regarding the possible use in any media of any Submission submitted by you.

Sponsor reserves the right not to post any Submission for any reason in its sole discretion. Submissions will not be returned, and Entities reserve the right to use any portion of Submissions in perpetuity, without compensation, for any commercial, promotional or other purpose, except where prohibited by law. Your Submission may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

**8. SUBMISSION REQUIREMENTS/LIMITATIONS:** All Submissions must meet the following requirements and specifications to be eligible:

- a. The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Sweepstakes. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website or any other website and to grant to Sponsor the rights set forth herein.
- b. The Submission 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.
- c. The Submission must meet all specifications set forth by Sponsor in these Rules and/or Instructions, including, without limitation, Format, file Size and any other specifications.
- d. The Submission 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 Submissions 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 Submission must not violate these Rules or the TOU.

- e. The Submission must not disparage the Entities.
- f. You represent and warrant that: (i) you are the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Submission to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; and (iv) the full use of the Submission 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.
- g. You are responsible for, and must have obtained, prior, written approval from any identifiable member of your immediate family (or such person's Parent if such person is a Minor as defined by state of primary residence) that appears in, is mentioned in, or otherwise contributed to the creation of the Submission (each a "Third-Party Participant"), for you to include such person in the Submission. 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 Submission, 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, and if you do not provide such evidence you may be disqualified and rendered ineligible to receive a Prize in this Sweepstakes.

**9. PRIZE: ONE (1) GRAND PRIZE ("Prize"):** One Prize winner ("Winner") will receive a five (5) day / four (4) night trip for Winner and up to three (3) guests (individually, "Guest," the Guests and Winner shall collectively be referred to as the "Group") to Orlando, Florida ("City") to visit *Walt Disney World*® Resort near City ("Trip"), courtesy of prize provider ("Disney") consisting of the following elements for the Group: **[a]** hotel accommodations (one (1) standard room/quad occupancy, including room tax) for four (4) nights at a *Walt Disney World*® Resort hotel selected by Disney in its sole discretion; **[b]** four (4) 5-Day *Magic Your Way*® Tickets with *Park Hopper*® Option; **[c]** one (1) Disney Gift Card with a value of five hundred dollars (\$500) (for Winner only); **[d]** one (1) Memory Maker Card which includes unlimited downloads of all your *Walt Disney World*® vacation photos taken by *PhotoPass*® Photographers along with photos taken at select dining and select attractions (for Winner only); **[e]** if Winner's residence is located more than two hundred fifty (250) miles from City, round-trip coach air transportation (with possible layovers) for the Group on a Disney-selected carrier between a Disney-selected major metropolitan airport near Winner's residence ("Airport of Origin") and Orlando International Airport; but if Winner's residence is located two hundred fifty (250) miles or less

from City, then air transportation or any other form of transportation will not be provided to the Group, and [f] round trip ground transfers between the Orlando International Airport and the *Walt Disney World*® Resort via *Disney's Magical Express* Service when air transportation is provided ("Trip"). Approximate Retail Value ("ARV"): **\$5,859.64**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. Travel must take place between May 1, 2015 and April 30, 2016. Group must travel together on the same Trip and must travel from the same Airport of Origin. All members of the Group will be required to execute and return a Release of Liability prior to participation. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, passport, etc.) before departure. Any picture identification requirements associated with air travel are the Group's responsibility. If any of the Winner's travel companions are a Minor, the Winner or one of the other travel companions must be such Minor's Parent, or travel with the written permission of such Parent in form and substance acceptable to Sponsor in its sole discretion. All terms and conditions of the gift card apply.

All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: round trip transportation between the Winner's residence and any Airport of Origin, activities and ground transportation not expressly included in the Trip, alcoholic beverages, excess luggage fees, gratuities; travel protection insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, spa services and other optional activities, telephone calls and some additional taxes which are not expressly included in the Trip. Trip components are subject to change without notice. Any depiction of the Trip is for illustrative purposes only and may not reflect actual Prize won. Any difference between ARV and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. 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. Travel arrangements must be made through Disney's agent and on a carrier of Disney's choice. If Group cannot travel on the dates specified by Disney, the Prize will be forfeited in its entirety and the Prize may be awarded to an alternate Winner selected in a random drawing from among all remaining eligible entries, time permitting. Travel dates will be subject to availability. Flight details are subject to availability and airline carrier's regulations and conditions apply. The Trip may not be combined with any other offer, no code share flights allowed, and travel may not qualify for frequent flier miles, award points or other perquisites. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as the Prize; if a stopover otherwise occurs, the Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Disney. None of the Releasees are responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable and non-transferable. The hotel accommodations and airline tickets will be determined at the sole discretion of Disney. 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 comparable or greater value. All federal, state and local taxes associated with the claiming of the Prize, including without limitation, providing any and all tax documents (such as an IRS Form W-9) are solely the responsibility of the Winner, who will receive an IRS Form 1099 reflecting the final actual value of his/her Prize. Winner is not entitled to exchange or transfer Prize or to obtain cash or other substitute. 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. Prize will be awarded provided a sufficient

number of eligible Entries are received, and Prize is validly claimed by June 30, 2015, after which no alternate Winner will be selected, nor unclaimed Prize awarded. Minors must be accompanied at all times during Trip (including, but not limited to, in-flight, and all Prize-related events) by his/her Parent. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Prize). If Winner elects to travel or partake in the Trip with no Guest or fewer than three (3) Guests, no additional compensation will be awarded.

**10. PROCEDURES:** All Submissions must be received during the Submission Period. On or about, April 9, 2015 in a random drawing conducted by the Administrator, the potential Winner will be selected from among all eligible Submissions received. The decision of the Administrator shall be final and binding. Odds of winning depend on the total number of eligible Submissions received.

**11. WINNER:** On or about April 10, 2015, the potential Winner will be notified via email (“Email Notification”), to obtain his/her mailing address. Once a mailing address is available, the potential Winner will be sent an affidavit of eligibility/liability/publicity release (“Affidavit”) either by email or by overnight delivery service. At the sole discretion of the Sponsor/Administrator, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[a]** a potential Winner’s failure to respond to Email Notification within four (4) business days after transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** the return of any other notice or Prize as undeliverable; **[d]** a potential Winner’s failure to provide Sponsor with satisfactory proof of age, identity, residency; **[e]** a potential Winner’s failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Address/Member account associated with a winning Submission; **[f]** a potential Winner’s failure to execute and return an Affidavit (pre-paid by Administrator) within five (5) business days after its mailing; **[g]** a potential Winner’s failure to be available to take the trip between May 1, 2015 and April 30, 2016 on dates selected by Winner, subject to availability and approval by Disney; **[h]** a potential Winner’s failure to validly claim a Prize by June 30, 2015, and **[i]** any other non-compliance with Rules. In the event of a Prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner.

**12. 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”).

**13. SPONSOR'S RIGHT TO DISQUALIFY:** If the Sponsor believes that the Submission does not comply with the TOU or these Rules or that the Submission 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 Submission at any time.

In the event that the Winner is disqualified, the Prize will be forfeited and may or may not, at Sponsor’s sole discretion, be awarded to an alternate Winner selected from among the remaining eligible Submissions, time permitting.

**14. CONDITIONS:** By entering this Sweepstakes and/or accepting any Prize you 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 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 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 Sweepstakes 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 Releasees do not make any representation, warranty or guarantee, express or implied, relating to this Sweepstakes or Prize; **[e]** acceptance of a Prize constitutes the grant to Sponsor, and its 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 this Sweepstakes 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 Sweepstakes, so that they 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 Sweepstakes; and in such event, to select a Winner by such method as Sponsor/Administrator in its sole discretion shall consider equitable and in the event a Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[g]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, 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 Winner will be forfeited; **[i]** the Releasees 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 Sweepstakes 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 Sweepstakes; **[l]** since any attempt by any individual to damage the Website or undermine the legitimate operation of the Sweepstakes 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 Sweepstakes, 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; **[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 Releasees are not responsible for the cancellation, postponement or unavailability of any element of the Trip, and if such occurs, the Trip will be awarded without that element of the Prize; **[r]** Winner's acceptance of the 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; **[s]** 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; **[t]** 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; **[u]** a Trip cannot be sold, nor can Winner charge Guests for participating in the Trip; **[v]** in the event of a dispute as to the identity of Winner based on the Address associated with Member account, the winning Submission will be declared made by the authorized account holder of the Address associated with Member account. 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; **[w]** 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; **[x]** 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 Submissions; 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 Submission, in whole or in part, in all media formats and channels now known or hereafter devised (including 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; **[y]** 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, and [z] Sponsor, Administrator and its third-party vendors engaged to implement this Sweepstakes are authorized to display on the Website, in connection with the Sweepstakes and thereafter, the Submissions and any comments.

**15. RULES & WINNER'S LIST:** For a copy of the Winner's list (after May 30, 2015 and before June 30, 2015) and/or Rules (before April 5, 2015), send a self-addressed, stamped envelope to: My Favorite Neverbeast Sweepstakes Winner/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.

All trademarks are the property of the trademark owner.