

**ESCAPE TO NAPA SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR PAYMENT IMPROVE ONE'S CHANCES OF WINNING.**

**MINORS MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. PRIZE WILL BE AWARDED IN THE NAME OF A MINOR'S PARENT OR LEGAL GUARDIAN. MANY WILL ENTER, ONE WILL WIN. VOID WHERE PROHIBITED.**

**I. NAME OF SPONSOR**

Radio Disney, a Division of ABC Radio Networks Assets, LLC ("**Sponsor**"), 500 S. Buena Vista St., Burbank, CA 91521, whose decisions are final and binding as to all aspects of this sweepstakes ("**Sweepstakes**").

**II. ELIGIBILITY**

To be eligible for this Sweepstakes at the time of entering you (referred to herein as "you" or "**Entrant**") must: [a] be twenty one (21) years of age or older, [b] be a legal resident of, and physically residing within the fifty (50) United States or the District of Columbia, [c] not be an individual (including, but not limited to, employees, consultants, independent contractors, and interns) who has, within the past six (6) months, performed services for Sponsor, and/or any organization responsible for supplying the Prize (as defined below) or sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, or their respective parent, subsidiary, affiliated and successor companies (collectively, "**Entities**"), [d] not be an immediate family member and/or household member of an employee of such Entities, and [e] not be any person who, within the past six (6) months, has been awarded a prize in any sweepstakes conducted by Sponsor. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

**III. HOW AND WHEN TO ENTER**

**Entry:** You may enter this Sweepstakes via the Radio Disney website (as further described herein) during the period beginning at 3:00 am Pacific Time ("**PT**"), September 21, 2019 and ending at 3:00 pm (PT), October 10, 2019 ("**Entry Period**"). During the Entry Period, the Sweepstakes may be entered online by a registered Disney.com member ("**Member**"). If you are not already a Member, you may easily register to become a Member for free at <http://radio.disney.com/> ("**Website**") by selecting "Login" and filling out the simple registration form. A Member may enter by going directly to the Website and selecting the "Enter" button. You will be asked to log in with the Member/user name ("**User Name**") or email address ("**Address**") and password that was set up when you registered. Once you have logged in and entered you will get one (1) entry ("**Entry**") into the Sweepstakes.

Normal internet access and usage charges imposed by your on-line service will apply. Sponsor's computer is the official time-keeping device for the Sweepstakes. It is your sole responsibility to notify the Sponsor if you or, if you are a minor your parent or legal guardian ("**Parent**"), changes your/their Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your 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.

Entries remain the property of the Sponsor and will not be returned. All Entries must be received or credited by 3:00 P.M., October 10, 2019. Regardless of whether a person has more than one (1) Address or more than one (1) person uses the same Address, only one (1) Entry per Entrant per Day is permitted (a maximum of twenty (20) Entries, per entrant during the Entry Period).

Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. Sponsor is not responsible for late, lost or inaccurate Entries, or failed, partial or garbled computer transmissions or text messages, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error (human or otherwise), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic Entry to be received on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. In the event of a dispute over an Online Entry, prize will be awarded to the owner of the Address, not the name on the Entry form.

#### **IV. PRIZE**

**One (1) prize:** The Sweepstakes winner ("**Sweepstakes Winner**") will win a prize consisting of the following:

A three (3) day / two (2) night trip for up to two (2) people (e.g., Sweepstakes Winner and one (1) guest ("**Group**"), to Napa, CA ("**City**"), to attend Live in the Vineyard ("**Event**").

Prize consists of the following elements ("**Prize**"): [a] room accommodations consisting of one (1) standard room(s) (with a maximum occupancy of two (2) persons per room) for two (2) night(s) at a hotel selected by Sponsor in its sole discretion ("**Hotel**"); [b] up to two (2) tickets to the mainstage concerts on Friday and Saturday night; [c] two (2) tickets to the Sunday brunch; [d]; if the Sweepstakes Winner resides more than two-hundred fifty (250) miles from the City: (i) round-trip coach air transportation for the Group between a major U.S. gateway airport near the Sweepstakes Winner's residence and a San Francisco area airport ("**Destination**") as selected by Sponsor in its sole discretion, (ii) round-trip car service transfers for the Group between the Destination and Hotel. The foregoing air travel and ground transportation shall be collectively referred to herein as "**Trip**."

**Group must travel on the same itinerary and must travel on Sponsor selected dates of November 1, 2019 through November 3, 2019.**

If Sweepstakes Winner is unable to travel during the dates designated by Sponsor, the Prize will be forfeited in its entirety and an alternate Sweepstakes Winner will be selected from among all eligible entries received during the Entry Period, time permitting. All elements of the Prize are determined at the sole discretion of the Sponsor, including, but not limited to, the Trip if applicable. In the event the Sweepstakes Winner is able to travel on the scheduled travel dates, but the Event portion of the Prize does not or cannot take place as scheduled or at all, for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, location changes, an event of force majeure, or for any other reason, then Sponsor reserves the right to award the remainder of the Prize with no further obligation to the Sweepstakes Winner. Group must follow all instructions of Sponsor related to the Prize and/or Trip. Should Group fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate the Prize and/or Trip or other applicable experience early, in whole or in part, and send Group home and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to Group. Date and location of the Event is subject to change. The Event portion of the Prize is subject to, and Sponsor is not responsible for, changes to production schedule, production exigencies or delays, postponements or cancellation. Group must comply with the Event's rules and regulations at all times. Failure to do so may result in forfeiture of the Prize. Prize is subject to availability. All expenses not specifically mentioned herein are not included and are solely the Sweepstakes Winner's responsibility, including but not limited to: meals, alcoholic beverages, fax, gratuities and tips, insurance, baggage fees, laundry service, merchandise, parking (if applicable), room service, service charges, incidental charges, souvenirs and telephone calls. Airline carrier and hotel regulations and conditions apply, and Entities will not be liable for any expenses incurred as a consequence of flight cancellation/delay. Travel and lodging are subject to availability, certain restrictions, blackout dates, and Sponsor's approval. If Sweepstakes Winner is a minor (as defined by his/her state of primary residence), Sweepstakes Winner must be accompanied by his/her parent as a member of the Group. All members of the Group will be required to execute and return a "Release of Liability" prior to ticketing. Members of the Group are solely responsible for obtaining any and all necessary travel documents (passports, valid photo I.D., credit card, etc.) before departure. Approximate retail value of the Prize ("ARV"): \$3,000.00, which will vary depending upon points of departure and seasonal fluctuation of lodge rates and airfares. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Prize is not redeemable for cash or transferable. Prize shall not be sold or transferred for commercial use. Sponsor reserves the right, at its sole discretion, to substitute the Prize (or elements thereof) with one of comparable or greater value. The Prize cannot be used in conjunction with any other promotion or offer and travel may not qualify for frequent flier miles, award points, or other perquisites. Prize elements may not be separated. Any damaged, lost or stolen tickets, will not be replaced. Sweepstakes Winner will not receive compensation from Sponsor for Prize elements, including, but not limited to, Event tickets or Trip that the Sweepstakes Winner is unable to use for any reason, and such unused portion of the Prize will be forfeited. If Sweepstakes Winner chooses to bring less than the allotted number of guests, the Prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the Sweepstakes Winner. Sweepstakes Winner may not charge any guest for

participating in the Prize. Prize is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

#### **V. HOW AND WHEN SWEEPSTAKES WINNER WILL BE SELECTED AND NOTIFIED**

On or about October 11, 2019, one (1) potential Sweepstakes Winner will be selected at random from all eligible Entries received. Sweepstakes Winner must meet all eligibility requirements. The potential Sweepstakes Winner will be notified by phone and/or email on or about October 11, 2019; and will receive an affidavit of eligibility/compliance with Rules, publicity/liability release and indemnification ("**Release**") via mail within two (2) days after successful notification. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Sweepstakes Winner may result from any of the following: **[a]** potential Sweepstakes Winner's failure to respond to phone and/or email notification within forty-eight (48) hours after its transmission **[b]** potential Sweepstakes Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[c]** potential Sweepstakes Winner's failure to execute and return the Release within five (5) days after it is received; **[d]** potential Sweepstakes Winner's failure to validly claim the prize by October 17, 2019; **[e]** potential Sweepstakes Winner's failure to be available to make the trip during Sponsor designated dates, and **[f]** any other non-compliance with these Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Sweepstakes Winner, time permitting. The Prize will be awarded, provided it is validly claimed by October 17, 2019 after which Sponsor will make reasonable efforts to select an alternate Sweepstakes Winner, time permitting.

**Odds of winning depend on the total number of eligible Entries received.** Many will enter; only one (1) will win. Federal, state, and local taxes are the sole responsibility of the Sweepstakes Winner (or their Parent if Sweepstakes Winner is a minor as defined by the state of primary residence), who must provide a validly completed IRS Form W-9 and the total value of the prize will be reported on an IRS Form 1099. If Sweepstakes Winner (or their Parent if Sweepstakes Winner is a minor as defined by the state of primary residence) is not a resident of California he/she will be subject to California nonresident tax withholding at a rate of 7%. Sponsor is not responsible for any circumstances that make it impractical or impossible to fulfill all elements of the prize; Sponsor's only obligation will be to provide the remaining elements, if any, of the prize.

#### **VI. RELEASES**

By entering this Sweepstakes and/or accepting any prize, you understand and agree that: **[a]** you will be bound by these Rules and the decisions of the Sponsor, which shall be final in all respects; **[b]** you release and hold harmless the Sponsor, its parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees (collectively, the "**Released Parties**") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in the Sweepstakes or any Sweepstakes-

related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[c]** the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prize; **[d]** Sweepstakes Winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use your name, voice, likeness, photograph, biographical and prize information, city and state of residence and Entry materials ("**Likeness**") for programming, publicity, advertising or promotional purposes, in any and all media now known or hereafter created or conceived, worldwide in perpetuity, without further compensation unless prohibited by law (Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion); **[e]** Sweepstakes Winner's acceptance of prize constitutes the grant to Sponsor and assigns to discuss Likeness in programs, and Sweepstakes Winner acknowledges that such discussion may include statements or opinions by the program talent or others about the Likeness and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them and agrees to release and hold harmless the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions that may be made regarding the Likeness; **[f]** if for any reason the Sweepstakes is not capable of running as planned, including but not limited to, infection by computer virus, bugs tampering, unauthorized human or other intervention, fraud, technical failures, 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's reasonable control, corrupt, affect, prevent or impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to determine the Sweepstakes Winner using all non-suspect eligible Entries received up to time of cancellation or by such method as Sponsor 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 Sweepstakes, including but not limited to: human error, errors in the advertising, Rules, selection and announcement of the Sweepstakes Winner and distribution of the prizes; **[h]** any portion of the prize not accepted or used by the Sweepstakes Winner will be forfeited; **[i]** the Released Parties are not responsible for any inability of the Sweepstakes Winner to accept or use the prize (or any portion thereof) for any reason; **[j]** the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (1) tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes; (2) violating the Rules; (3) 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; (4) acting in bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (5) for any other good cause as determined solely by the Sponsor; **[k]** Sponsor has the right to modify prize award procedures at its sole discretion; **[l]** all disputes, claims and causes of action at law or in equity (individually, "**Claim**") arising out of or relating to this Sweepstakes, the prize, or the meaning or interpretation of the Rules 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; **[m]** all Claims shall be resolved individually, without resort to any form of class action; and **[n]** 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 you be permitted to obtain awards for, and 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. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Rules) in the state and federal courts of Los Angeles County.

**VII. PRIVACY**

Personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's privacy policy, available at <http://disneyprivacycenter.com>

**VIII. MISCELLANEOUS; SWEEPSTAKES WINNER'S LIST**

Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process and to cancel, terminate, modify and/or suspend the Sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Sweepstakes as originally planned.

For name of the Sweepstakes Winner (after October 17, 2019 but before January 17, 2020), send a self-addressed, stamped #10 envelope to: **ESCAPE TO NAPA SWEEPSTAKES** c/o Radio Disney Marketing, 500 S. Buena Vista. St. Burbank, CA 91521.