TOY STORY 4 FAMILY VACATION SWEEPSTAKES OFFICIAL RULES ("Rules")

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

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

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

2. ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY 10001 ("Administrator"), an independent judging organization whose decisions are final and binding with respect to the sweepstakes ("Sweepstakes").

3. ELIGIBILITY: To be eligible for this Sweepstakes, at the time of entering you (referred to herein as "you" or "Entrant") must: **[a]** be eighteen (18) years of age, or the age of majority in your jurisdiction of residence, whichever is older; **[b]** be a legal resident of, and physically residing in one (1) of the fifty (50) United States or the District of Columbia ("**Territory**"); **[c]** not be an employee of the Sponsor, Administrator, The Clorox Company, or 3Ci; their respective parent, divisions, affiliates, subsidiary companies or their advertising, promotion or fulfillment agencies involved in this Sweepstakes (collectively, "**Entities**"), nor a Household Member (defined below) or Immediate Family Member (defined below) of such employee.

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

4. ENTRY: You may enter this Sweepstakes during the period beginning at 12:00pm (noon), May 20, 2019 and ending at 11:59pm, July 7, 2019

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

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

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

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

Non-Member: If you are not a Member of Disney.com, you may become a Member for free by visiting the Website, clicking on the "Not registered?" link and providing the requested information on the registration form through the "Create Your Disney Account" section on the Website. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound

by the Terms of Use ("**TOU**") located at http://isneytermsofuse.com. Once you are a Member, you may enter the Sweepstakes by following the instructions on the Website. You will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the "Enter" button to complete your Entry. If this box is not checked, you will not be able to enter the Sweepstakes.

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

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

5. LIMITATIONS: All Entries must be received during the Entry Period. Entries are limited to one (1) Entry per person/Mobile/Address per day (regardless of method of Entry or whether the person has more than one Mobile/Address or more than one person uses the same Mobile/Address). Maximum of forty-nine (49) Entries allowed per person/Mobile/Address during the Entry Period. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Mobile/Address is registered. Entries by any method other than those set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

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

Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "**Releasees**") are responsible for: **[1]** Entries from persons residing, or physically located, outside the Territory; **[2]** Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost,

misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; [3] lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections, telephone or Mobile text messaging availability or accessibility; [4] miscommunications; [5] failed computer, satellite, telephone or cable transmissions, lines or technical failure; [6] failed phone, computer hardware or software or text message malfunctions, failures, technical errors or difficulties; [7] telephone transmissions; [8] technical failures; [9] unauthorized human intervention; [10] traffic congestion; [11] garbled or jumbled transmissions; [12] undeliverable emails resulting from any form of active or passive email filtering; [13] insufficient space in entrant's email account to receive email; [14] or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes, even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disgualified and any attempt by a person to use multiple email or Mobile accounts to register more than the number of Entries allowed by these Rules may result in disgualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

6. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): ONE (1) GRAND PRIZE ("Grand Prize"): Grand Prize is a four (4) day/three (3) night trip for one (1) Grand Prize winner ("Grand Winner") and up to three (3) guests chosen by Grand Winner (each a "Guest," and together with the Grand Winner, the "Group") on Sponsor-selected dates to the Grand Winner's choice of one (1) of the following locations: New York City, NY or Los Angeles, CA or Austin, TX or Washington, DC.

"City" shall mean and refer to the city chosen by the Grand Winner from the cities listed above.

Grand Prize will consist of the following elements for the Group: **[a]** hotel accommodations (one [1] standard rooms/quad occupancy, including room tax, subject to certain room availability), for two (2) consecutive nights at a hotel selected by Sponsor in its sole discretion; **[b]** one (1) Visa® Gift Card with a value of one thousand dollars (\$1,000) for Grand Winner that can be used for select meals and merchandise in the City; **[c]** if Grand Winner resides outside of two hundred fifty (250) miles from City, up to four (4)

round-trip coach airfares between the major U.S. gateway airport closest to Grand Winner's residence ("**Departure Airport**") and a major U.S. gateway airport closest to City ("**Arrival Airport**") (airports, airline carrier(s) and flights to be selected by Sponsor in its sole discretion, with possible layovers); however, if Grand Winner resides within two hundred fifty (250) miles of the City, airfare will NOT be provided; **[d]** up to four (4) round-trip ground transfers between the Arrival Airport and the City only if airfare is provided ("**Trip**"), and **[e]** one (1) Toy Story 4 prize pack that includes Toy Story 4 branded items chosen by Sponsor and assorted vouchers for Clorox® products ("**Prize Pack**").

All expenses not specifically mentioned herein are not included and are solely the Grand Winner's responsibility, including, but not limited to: roundtrip transportation between the Grand Winner's residence and the Departure Airport, airport departure fees, baggage fees, travel insurance, alcoholic beverages, tax, food, gratuities and tips, insurance, laundry service, spa treatments, merchandise, room service, incidental expenses, service charges, souvenirs and telephone calls and any other charges not explicitly included herein. Any damaged, lost or stolen gift card will not be replaced. Gift cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuers. Fulfillment of travel and lodging are subject to air travel/flight availability, certain hotel/room availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions, including, but not limited to, any age restrictions and requirements, apply. If Grand Winner chooses to bring less than the allotted number of Guests, the Trip will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the Grand Winner. Grand Winner is solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the Grand Prize or any Grand Prize-related activity or travel. Grand Winner and Guests must complete Trip on Sponsor-selected dates between July 31, 2019 and July 31, 2020, or Grand Prize will be forfeited in its entirety. Travel arrangements must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered and failure of Grand Winner to follow such schedule shall not obligate Sponsor in any way to provide him/her with alternate arrangements. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Releasees are not responsible for any expenses

incurred as a consequence of airline cancellations or delays. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. If the Grand Prize is awarded to a non-resident of California, the Grand Prize will also include an estimated cash amount of \$510, which cash amount will be withheld to defray his/her payment of taxes payable as a result of winning the Grand Prize. ARV for Grand Prize: \$7,290 (if Grand Winner is a resident of California) or \$7,800 (if Grand Winner is not a resident of California), which will vary depending upon points of departure and destination and fluctuation of hotel rates and airfares.

TWENTY FIVE (25) FIRST PRIZES (each, a "**First Prize**"): Each First Prize Winner ("**First Prize Winner**") will receive the Prize Pack. (ARV for each First Prize: \$90). Total for First Prizes: \$2,250.

Total ARV of all prizes: \$10,050. Limit one prize per person/Mobile/Address.

If the actual value of any prize is less than the stated ARV, the difference will not be awarded. Any depiction of any prize is for illustrative purposes only and may not reflect the actual prize won. Prizes are not redeemable for cash or transferable, except the Grand Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator's sole discretion, a prize of equal or greater value may be substituted. Administrator will not replace any lost, damaged or stolen prize. Prize elements may not be separated except as noted. A prize will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by October 31, 2019, after which no alternate winners will be selected, nor unclaimed prizes awarded.

7. PROCEDURES: All Entries must be received during the Entry Period. On or about July 17, 2019, in random drawings conducted by the Administrator, the potential winners will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning a Prize depend on the total number of eligible Entries received during the Entry Period.

8. WINNERS: On or about July 17, 2019, potential winner(s) will be notified via email or Mobile, as appropriate, to obtain their mailing addresses as well as any additional required information or responses. Once a mailing

address is available, the potential Grand Winner will be sent paperwork by overnight delivery service. First Prize winners will not receive any further paperwork. At the sole discretion of the Administrator, disgualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] a potential winner's failure to respond to notification within four (4) business days after transmission; [2] the return of an email notification as undeliverable after three (3) attempts; [3] the return of any other notice or a prize as undeliverable; [4] a potential winner's failure to provide Administrator with satisfactory proof of age, identity, residency; [5] a potential winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Mobile or Address associated with the winning Entry; [6] a potential winner's failure to provide required additional information upon Administrator's request; [7] the potential Grand Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; [8] the potential Grand Winner's failure to be available to complete the Trip on a Sponsor-selected date between July 31, 2019 and July 31, 2020; [9] a potential First Prize winner's failure to claim any prize within four (4) business days after it is sent; [10] a potential winner's failure to validly claim any prize by October 31, 2019; and **[11]** any other non-compliance with Rules. All First Prizes for qualified winners will be delivered within twelve (12) weeks after Administrator's receipt of valid mailing addresses and verification of eligibility and compliance with these Rules, including return of all required documentation. In the event of any prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited prize to an alternate winner. The Group must travel together on the same itinerary for the Grand Prize, and air transportation must be round-trip from/to the Departure Airport/Arrival Airport. Each member of the Group is solely responsible for obtaining any and all necessary travel documents (i.e. valid government issued photo I.D, etc.) before departure. The Group will be required to execute a Release of Liability prior to ticketing. Anyone in the Group who is a minor must be accompanied on the Trip by his/her parent/legal guardian as part of the Group (the minor and his/her parent/legal guardian will each be a Guest, unless the Grand Winner is the minor Guest's parent/legal guardian). All taxes are solely the responsibility of each winner, and the Grand Winner will receive an IRS Form 1099 reflecting the value of his/her prize. Grand Prize is subject to California non-resident withholding taxes if Grand Winner is a non-resident of California, and Grand Winner may receive Form 592-B reflecting the final actual value of the Grand Prize.

9. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at https://disneyprivacycenter.com ("Privacy Policy"). If you are chosen as a winner, your information may be included in a publicly available winners' list.

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

method as Administrator in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any Departure Airport as soon as reasonably possible; [8] the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including, but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; [9] any portion of any prize not accepted or used by any winner will be forfeited; [10] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [11] the Administrator has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website and/or App; (b) violating the Rules; (c) violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) for any other good cause as determined solely by the Administrator: [12] Administrator has the right to lock out an entrant whose eligibility is in question or who has been disgualified or is otherwise ineligible to enter the Sweepstakes; [13] since any attempt by any individual to damage the Website or undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [14] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; [15] all Claims shall be resolved individually, without resort to any form of class action; [16] all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and he/she hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual outof-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [17] Administrator has the right to modify prize award procedures at its sole discretion; [18] the Releasees are not responsible for the cancellation, postponement or unavailability of any element of any prize, and if such occurs, the prize will be awarded without that particular element(s) of the prize; [19] Grand Winner's acceptance of the Grand Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Grand Prize ("Fulfillment Filming"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream. synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Filming throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; [20] Sponsor's use of the Fulfillment Filming will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including, but not limited to, payment of re-use fees, residuals or license fees; [21] Sponsor shall have the right to make such changes to the Fulfillment Filming and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter the Fulfillment Filming in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; [22] the Trip cannot be sold, nor can Grand Winner charge members of his/her Group for participating in the Grand Prize; [23] 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; and [24] you are solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes.

11. RULES & WINNERS' LIST: For a list of winners (after July 31, 2019 and before October 31, 2019) and/or Rules (before July 7, 2019), send a self-addressed, stamped envelope to: Toy Story 4 Family Vacation Sweepstakes, c/o Ventura Associates International, LLC, ATTN: HD, 494 Eighth Avenue, NYC, NY 10001. A copy of the Rules may also be obtained by printing this webpage.

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