

**SPIRIT OF ALOHA AT AULANI RESORT 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**

ABC Radio Networks Assets, LLC d/b/a Radio Disney ("**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**

The Sweepstakes is open to anyone seven (7) years of age or older who is a legal resident of, and physically resides within the fifty (50) United States or the District of Columbia. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, immediate family members and household members of such individuals, and any person who, within the past six (6) months, has been awarded a prize in any sweepstakes conducted by Sponsor, are all ineligible to enter or win. "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 or via on-air by telephone (as described below) during the period beginning at 3:00 am Pacific Time ("**PT**"), March 10, 2017 and ending at 3:00 pm (PT), March 29, 2018 ("**Entry Period**"). There are two (2) methods of Entry (as defined below) as follows:

1. **Online Entry:** 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 ("**Online 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.

2. **On-air Entry:** During the Entry Period, pursuant to official contest rules located on the Website ("**Radio Rules**"), Radio Disney will periodically conduct games of skill ("**Contests**") in which the winning contestants ("**Contest Winners**") are chosen via games that the on-air talent plays with listeners that call in. A contestant must accomplish the following elements to become a Contest Winner: **[a]** call in on the **1-877-870-5678** toll free line ("**Phone**"); **[b]** receive an invitation to participate in a Contest on the Phone; **[c]** elicit a correct answer on the Phone and; **[d]** win a Contest prize. All Contest prizes and Contest Winners will be announced on-air. Each Call-In Contest Winner will automatically receive one hundred (100) entries ("**On-air Super Entry**") in his/her name into this Sweepstakes. Only calls to the Phone can win. Sponsor is not responsible for inability of caller to complete call within specified time, whether due to busy lines, disconnections, telephone malfunctions or other circumstances. From time to time, Radio Disney will broadcast summaries of the Radio Rules and announce that copies of the Radio Rules are available by writing to: Radio Disney Rules, at 500 S. Buena Vista St., Burbank, CA 91521, or via the Website.

"Entry" and "Entries" shall mean and refer to each Online Entry and On-air Super Entry. Entries remain the property of the Sponsor and will not be returned. All Entries must be received or credited by 3:00 P.M., March 29, 2018

Regardless of method of Entry and whether a person has more than one (1) Address/telephone number or more than one (1) person use the same Address/telephone number, only one (1) Online Entry per entrant per Day is permitted (a maximum of twenty (20) Online Entries, per entrant during the Entry Period); and only one (1) On-air Super Entry (equal to 100 entries) per entrant is permitted (a maximum of one (1) On-air Super 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 winner (“**Winner**”) will win a prize consisting of the following:

A five (5) day / four (4) night trip for up to four (4) people (Winner and up to three (3) guests) (“**Group**”) to *Aulani*, A Disney Resort (“**Resort**”) in Ko Olina, Hawai’i (“**City**”) and to attend KA WA’A, A Lū’au at *Aulani* Resort (“**Event**”).

Prize consists of the following elements (“**Prize**”): [a] room accommodations consisting of one (1) standard room(s) (with a maximum of four (4) persons per room) for four (4) night(s) at the Resort; [b] up to four (4) VIP tickets to the Event; and [c] if Winner’s residence is not located on the island of Oahu, up to four (4) roundtrip coach airfares between a major metropolitan airport near Winner’s residence (“**Airport of Origin**”) and the Honolulu International Airport (“**Destination**”) as selected solely by Sponsor, with possible stopovers as selected by Sponsor in its sole discretion, (i) ground transportation to/from Destination and Resort, and (ii) travel taxes imposed on ground and air transportation. No travel may occur during the Block-Out Dates as follows: March 11, 2018 through April 14, 2018, June 17, 2018 through August 18, 2018, November 18, 2018 through November 24, 2018, December 16, 2018 through January 1, 2019, February 16, 2019 through February 23, 2019, April 19, 2019 through April 29, 2019, and June 23, 2019 through August 24, 2019 (collectively, “**Block-Out Dates**”). The foregoing air travel, Resort accommodations, and ground transportation shall be collectively referred to herein as “**Trip**.” There are no other prizes available to be won.

**All Group members must travel together on the same itinerary and the same class of travel. Trip must be booked at least 30 days in advance of travel departure date, and in any event, on or before August 30, 2018. Travel must occur between April 1, 2018 and September 30, 2019, excluding Block-Out Dates. Travel dates are subject to availability. Flight details are subject to availability and airline carrier’s regulations and conditions apply. If travel is not booked by August 30, 2018 or completed by September 30, 2019, 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 at Sponsor’s sole discretion. Expenses not specifically included as part of the Prize are solely the responsibility of Winner, including: roundtrip transportation between Winner’s residence and the Airport of Origin; meals; excursions; alcoholic beverages; parking; laundry service; spa services; meals; telephone calls; merchandise and souvenirs; tips and gratuities; airline baggage fees; travel insurance; income and other taxes not specifically included; and all other costs and expenses not expressly included in the vacation package. Winner (or if Winner is a minor, Winner’s Parent) must present a valid major credit card in good standing upon check-in to the Resort to be put on file to cover Resort-related charges.**

If Winner is unable to travel during the dates designated by Sponsor, the Prize will be forfeited in its entirety and an alternate 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, and the Event. 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. Airline carrier and hotel regulations and conditions apply, and Sponsor will not be liable for any expenses incurred as a consequence of flight cancellation/delay. **If Winner is a minor (as defined by his/her state of primary residence), Winner must be accompanied by his/her parent as a member of the Group, and if a guest of Winner is a minor (as defined by his/her state of primary residence), such guest 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 ("**ARV**") of the Prize: \$6076.00, 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. 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. Winner will not receive compensation from Sponsor for Prize elements, including, but not limited to, Event tickets or Trip that the Winner is unable to use for any reason, and such unused portion of the Prize will be forfeited. If 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 Winner. 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 March 30, 2018, one (1) potential sweepstakes winner ("**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 or email on or about March 30, 2018; 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. All legal responsibilities of a minor (as defined by state or province of primary residence) entrant under the Rules will be assumed by a Parent; and the prize will be awarded to the Parent for the benefit of the minor (as defined by state or province of primary residence) Sweepstakes Winner. 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 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 ten (10) days after it is received; **[d]** potential Sweepstakes Winner's failure to validly claim the prize by April 9, 2018 ; **[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.

**Odds of winning depend on the total number of eligible Entries received.** Many will enter; only one (1) will win. Federal, state, provincial 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 or province of primary residence), who, if an American, 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 or province 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, entrants 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, each of their respective 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; WINNER'S LIST**

Void where prohibited or restricted by law and subject to all applicable federal, state, provincial, 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 April 9, 2018 but before July 9, 2018), send a self-addressed, stamped #10 envelope to: Spirit of Aloha at Aulani Resort Sweepstakes c/o Radio Disney Marketing, 500 S. Buena Vista. St. Burbank, CA 91521.