

**PIT STOP AT DAYTONA 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 seven (7) 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 or via on-air by telephone (as described below) during the period beginning at 3:00 am Pacific Time ("**PT**"), January 19, 2019 and ending at 3:00 pm (PT), January 31, 2019 ("**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., January 31, 2019

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 thirteen (13) 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 Sweepstakes winner ("**Sweepstakes Winner**") will win a prize consisting of the following:

A three (3) day / two (2) night trip for up to four (4) people (e.g., Sweepstakes Winner and one (1) parent / legal guardian if Sweepstakes Winner is a minor and two (2) other guests) ("**Group**") to Daytona, FL ("**City**") and to attend the Daytona 500 ("**Event**") and pre-show concert ("**Concert**") and get a tour of the pit before the race begins ("**Pit Tour**").

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 two (2) night(s) at a hotel selected by Sponsor in its sole discretion ("**Hotel**"); [b] up to four (4) Event tickets; [c] up to four (4) tickets to the Concert; [d] up to four (4) Pit Tour passes provided that the Winner, guests are over the age of 13; and [e] if the Sweepstakes Winner resides more than two-hundred fifty (250) miles from the City: (i) round-trip coach air transportation for the Pair between a major U.S. gateway airport near the Winner's residence and a Los Angeles area airport ("**Destination**") as selected by Sponsor in its sole discretion, (ii) either round-trip car service transfers for the Pair between the Destination and Hotel or one (1) rental car provided that the assigned driver is at least 25 years of age or older, as determined by Sponsor in its sole discretion, and (iii) in the event Sponsor does not provide a rental car, round trip ground transportation between the Hotel and the location of the Event as selected by Sponsor in its sole discretion. The foregoing air travel and ground transportation shall be collectively referred to herein as "**Trip**." There are no other prizes available to be won.

**Group must travel on the same itinerary and must travel on Sponsor selected dates of February 16, 2019 to February 18, 2019 to attend the Event. Group must arrive at the Event with enough time to participate in the Pit Tour prior to the start of the race, otherwise that part of the Prize will be forfeited.**

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), the Hotel, the Concert, and the Event. In the event the Sweepstakes Winner is able to travel on the scheduled travel dates, but Event and/or Concert portions of the Prize do 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 Event are subject to change. Event and Concert portion of the Prize are 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, 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, and if a guest of Sweepstakes 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 of the Prize ("ARV"): \$3,800.00, 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. 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 February 1, 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 or email on or about February 1, 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. All legal responsibilities of a minor (as defined by state 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-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 February 7, 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 February 7, 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 February 7, 2019 but before May 7, 2019), send a self-addressed, stamped #10 envelope to: **PIT STOP AT DAYTONA SWEEPSTAKES** c/o Radio Disney Marketing, 500 S. Buena Vista. St. Burbank, CA 91521.

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