

POP INTO AN UNFORGETTABLE MOMENT SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, CA 91201 ("**Sponsor**").

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 ("**Sweepstakes**").

3. ELIGIBILITY: Open only to persons who are 18 years of age or older (or the age of majority in their state of residence, whichever is older), legal residents of, and physically located within, the 50 United States or D.C. (collectively, "**Territory**"), and are not employees of Sponsor, Administrator, Diamond Foods, Inc., their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (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). Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

4. ENTRY: You may enter this Sweepstakes via the internet during the period beginning at 9:00 AM, January 19, 2016 and ending at 11:59 PM, February 29, 2016 ("**Master Entry Period**"). Sweepstakes will consist of six (6) separate and distinct weekly drawings ("**Weekly Drawings**"), each with its own separate entry period ("**Weekly Entry Period**"), and one (1) grand prize drawing ("**Grand Prize Drawing**") as listed in the chart below.

You must be a registered Disney.com member ("**Member**") to enter. Visit <http://www.disney.com/popsweeps> ("**Website**") and select the "Enter" button. You will need to log in with your user name or Address (as defined below) and password. If you are not a registered Member, you will need to create an account 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.

Once you are logged in, you will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Official Rules (“**Rules**”) and then hit the “Enter” button to complete your entry (“**Entry**” or “**Entries**”). A Member may enter only once during each Weekly Entry Period as listed in the chart below. All Entries in a Weekly Drawing will carry over into the Grand Prize Drawing.

Drawing	Entry Period		# of Winners	Drawing Date (on or about)
	Start	End		
Weekly Drawing 1	1/19/16 @ 9:00 AM	1/25/16 @ 11:59 PM	1	1/29/16
Weekly Drawing 2	1/26/16 @ 12:00 AM	2/1/16 @ 11:59 PM	1	2/5/16
Weekly Drawing 3	2/2/16 @ 12:00 AM	2/8/16 @ 11:59 PM	1	2/12/16
Weekly Drawing 4	2/9/16 @ 12:00 AM	2/15/16 @ 11:59 PM	1	2/19/16
Weekly Drawing 5	2/16/16 @ 12:00 AM	2/22/16 @ 11:59 PM	1	2/26/16
Weekly Drawing 6	2/23/16 @ 12:00 AM	2/29/16 @ 11:59 PM	1	3/4/16
Grand Prize Drawing	1/19/16 @ 9:00 AM	2/29/16 @ 11:59 PM	1	3/4/16

For purposes of these Rules, all times and days are Pacific Standard Time (“**PST**”). Sponsor’s computer is the official time-keeping device for the Sweepstakes. 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 email address ("**Address**"). To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your account with your user name/Address and password, click on "Modify" and follow the instructions on how to change the Address.

5. LIMITATIONS: Entries are limited to one (1) Entry per Member per Weekly Drawing, regardless of whether a Member has more than one (1) Member account or more than one (1) person uses the same Member account. If you enter a Weekly Drawing, your Entry will also carry over into the Grand Prize Drawing. For purposes of these Rules, a "Week" begins at 12:00 AM PST on each Tuesday during the Master Entry Period and ends at 11:59 PM PST, each Monday during the Master Entry Period except for the first Week which begins at 9:00 AM PST. Entries from a Weekly Drawing will not carry over into subsequent Weekly Drawings, except in the case of the Grand Prize Drawing where all eligible Entries from preceding Weekly Drawings will be included. 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 Member account is registered. Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "**Releasees**") are responsible for Entries from persons residing, or physically located, outside the Territory; 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; 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 Entries will be disqualified and any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in disqualification at Sponsor and/or Administrator's sole discretion.

6. PROCEDURES: All Entries must be received during the Master Entry Period, and to be considered for a Weekly Prize (as defined below), Entries must be received during the applicable Weekly Entry Period. On or about the dates listed in the chart in Section 4, a random drawing will be conducted by the Administrator, to select potential Winner(s) (as defined below) from among all eligible Entries received. The decisions of the Administrator shall be final and binding. Odds of winning a Weekly Drawing depend on the total number of eligible Entries received during the applicable Weekly Entry Period. Odds of winning the Grand Prize Drawing depend on the total number of eligible Entries received during the Master Entry Period.

7. WINNER NOTIFICATION PROCESS/ WINNER ANNOUNCEMENT: On or about two (2) business days after each Drawing Date (listed in the chart above in Section 4), a potential Winner (as defined below) will be notified by email ("**Email Notification**") at the Address associated with the Member account to verify their identity and eligibility. Potential Winners (as defined below) will be required to complete, sign and return within seventy-two (72) hours of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification, and a Publicity Release, where allowed by law (collectively, "**Winner Documents**"), when applicable.

At the sole discretion of the Sponsor, disqualification and the selection of an alternate potential Winner (as defined below) may result from any of the following, without limitation: **[a]** a potential Winner's (as defined below) failure to respond to Email Notification within forty-eight (48) hours after its transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** a potential Winner's (as defined below) failure to execute and return all Winner Documents within seventy-two (72) hours of transmission; **[d]** a potential Winner's (as defined below) failure to provide Sponsor with satisfactory proof of eligibility, and **[e]** any other non-compliance with these Rules or the Terms of Use ("**TOU**"), located at <http://disneytermsofuse.com>. In the event of a disqualification or Prize (as defined below) forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Winner (as defined below) as long as time permits.

Following the conclusion of each Weekly Entry Period, and only after receipt of completed Winner Documents, the relevant Weekly Prize Winner (as defined below) and/or Grand Prize Winner (as defined below) will be announced on the Website.

8. PRIZES: ONE (1) GRAND PRIZE (“Grand Prize”): One Grand Prize winner (“**Grand Prize Winner**”) will receive a five (5) day / four (4) night trip for Grand Prize Winner and up to three (3) guests (individually, “**Guest**,” the Guests and Grand Prize Winner shall collectively be referred to as the “**Group**”) to Orlando, Florida (“**City**”) to visit *Walt Disney World*® Resort near City (“**Trip**”), consisting of the following elements: **[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 Sponsor in its sole discretion; **[b]** if Grand Prize 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 Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Prize Winner’s residence (“**Airport of Origin**”) and Orlando International Airport; but if Grand Prize 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, **[c]** 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; **[d]** four (4) 5-Day *Magic Your Way*® Tickets with *Park Hopper*® Option; **[e]** one (1) \$500 Disney Gift Card, subject to restrictions; **[f]** Pop Secret® popcorn while Group is in the *Walt Disney World*® Resort (awarded as a \$65 Disney Gift Card), and **[g]** one (1) Welcome Basket in Grand Prize Winner’s *Walt Disney World*® Resort hotel room. Approximate Retail Value (“**ARV**”) of Grand Prize: **\$6,029.56**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares.

Trip must be taken between March 1, 2016 and February 28, 2017. If travel is not completed within the required dates the Grand Prize will be forfeited and Sponsor will have no further obligation to Grand Prize Winner. 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 Guests is a minor (“**Minor**”), the Grand Prize Winner or one of the other Guests must be such Minor’s parent or legal guardian (“**Parent**”).

All expenses not specifically mentioned herein are not included and are solely the Grand Prize Winner's responsibility, including but not limited to: round trip transportation between the Grand Prize 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 any additional taxes which are not expressly included in the Trip. Trip components are subject to change without notice.

All terms and conditions of the Disney Gift Card can be found at <https://www.disneygiftcard.com/ProductInformation/Terms> apply.

If Grand Prize Winner elects to take the Trip without Guests or fewer Guests than provided, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and Grand Prize Winner will not receive any compensation or substitute/alternate Grand Prize for same. Any portion of the Trip not accepted by Grand Prize Winner will be forfeited.

Certain restrictions, as determined by Sponsor, may apply. If the Group cannot comply with these restrictions or any portion of these Rules, the Grand Prize will be forfeited in its entirety and an alternate Grand Prize Winner may be chosen.

Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. If Group cannot travel on the dates specified by Sponsor, the Grand Prize will be forfeited in its entirety and the Grand Prize may be awarded to an alternate Grand Prize 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, and travel may not qualify for frequent flier miles, award points or other perquisites. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Grand Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Grand Prize with another prize of comparable or greater value.

SIX (6) WEEKLY PRIZES ("Weekly Prize"): Each Weekly Prize winner ("**Weekly Prize Winner(s)**") will receive a one-year's supply of Pop Secret® popcorn (awarded as seven (7) cases of popcorn estimated to be

one bag of popcorn per day). ARV of Weekly Prize: \$250. Total ARV of Weekly Prizes: **\$1,500**.

Total ARV of all Prizes: **\$7,529.56**.

“Prize” is used to mean and refer to the Grand Prize and each Weekly Prize. **“Winner”** is used to mean and refer to the Grand Prize Winner and each Weekly Prize Winner.

If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of a Prize is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor’s sole discretion, a Prize of equal or greater value may be substituted. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Prize elements may not be separated. Prizes cannot be used in conjunction with any other promotion or offer. Prizes will be awarded provided a sufficient number of eligible Entries are received and Prizes are validly claimed by April 30, 2016, after which no alternate Winners will be selected, nor unclaimed Prizes awarded. Limit one (1) Weekly Prize per person, but a Weekly Prize Winner is also eligible to win the Grand Prize.

All federal, state and local taxes are solely the responsibility of a Winner. Grand Prize Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Grand Prize. Grand Prize is subject to California non-resident withholding taxes if Grand Prize Winner is a non-resident of California. In the event of a disqualification or Prize forfeiture, Sponsor may, in its sole discretion, select or not select an alternate potential Winner and award or not award the forfeited Prize.

9. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Sweepstakes is subject to Sponsor’s privacy policy located at <http://disneyprivacycenter.com> (**“Privacy Policy”**).

10. CONDITIONS: By entering this Sweepstakes and/or accepting any Prize you may win, you agree 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 Sponsor’s and/or Administrator’s decisions, which are final and binding, and Sponsor’s Privacy Policy; **[c]** the Entry becomes solely the Sponsor’s property and will not be acknowledged or returned; **[d]** 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 the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[e]** a 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); **[f]** a Winner’s acceptance of a 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; **[g]** 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’s/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, Sponsor/Administrator has the right, in their 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 Sponsor/Administrator in their sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any Airport of Origin as soon as reasonably possible; **[h]** the Releasees 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 and selection and announcement of a Winner; **[i]** any portion of a Prize not accepted or used by a Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of a Winner to accept or use a Prize (or any portion thereof) for any reason; **[k]** 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: **(i)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(ii)** violating the Rules; **(iii)** 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; **(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; **[l]** Sponsor has 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; **[m]** 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 Sponsor 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; **[n]** 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 a 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; **[o]** any and all Claims shall be resolved individually, without resort to any form of class action; **[p]** 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 hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[q]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[r]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Trip, and if such occurs, the Grand Prize will be substituted with a prize of equal or greater value; **[s]** a Winner's acceptance of a 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; **[t]** 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; **[u]** 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;

and [v] the Trip cannot be sold, nor can the Grand Prize Winner charge Guests for participating in the Trip.

11. RULES & WINNERS' LIST: For a copy of the Winners' list (after March 31, 2016 and before April 30, 2016) and/or Rules (before February 29, 2016), send a self-addressed, stamped envelope to: Pop Into An Unforgettable Moment Sweepstakes Winners/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either Winners' List or Rules. A copy of the Rules may also be obtained by printing this web page.

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