

## SHARE YOUR UNSTOPPABLE DISNEY SQUAD PROMOTION

### OFFICIAL RULES (“Rules”)

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE’S CHANCES OF WINNING.**

**1. SPONSOR:** Disney Online, 1200 Grand Central Avenue, Glendale, California 91201 (“**Sponsor**”), is solely responsible for all aspects of this promotion (“**Promotion**”).

**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 Promotion.

**3. ELIGIBILITY:** To be eligible for this Promotion, at the time of entering you must: **[a]** be at least eighteen (18) years of age or have reached the age of majority in your state 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]** be a registered member of Disney.com or related websites on the Disney.com registration system (individually, a “**Member**”); **[d]** not be an employee of Sponsor, Administrator or The J.M. Smucker Company or their respective parents, divisions, affiliates, subsidiary companies or their respective advertising, promotional or fulfillment agencies involved in this Promotion (collectively, “**Entities**”), nor a household member or immediate family member of such employee, and **[e]** be willing to have your Entry (as defined below in Section 4) published in the gallery page (“**Gallery**”) of the Disney Applause mobile application (the “**App**”) and/or on [www.Disney.com/UnstoppableDisneySquad](http://www.Disney.com/UnstoppableDisneySquad) (“**Website**”) and/or The J.M. Smucker Company’s website(s), during and/or following the conclusion of the Promotion or otherwise distributed, in connection with, or to promote, the Promotion, Website, and/or App, and/or for any other commercial or other purpose as determined by Sponsor (including but not limited to use on Sponsor’s or The J.M. Smucker Company’s social media pages).

“Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three (3) months a year, whether related or not. For the avoidance of doubt, the above categories of ineligible persons refer to both the Entrant (as defined in section 4 below) as well as those individuals appearing in the Entrant’s Photo (as defined in section 4 below) submission in any way.

Not all Entries (as defined in section 4 below) will be published in the Gallery.

Instructions on how to create and submit your Entry (as defined in section 4 below) are described below in Sections 5 through 7. Creating and submitting your Entry (as defined in section 4 below) are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**4. HOW TO ENTER:** Promotion begins at 12:00 P.M. (noon) Pacific Time, January 13, 2016, and ending at 11:59 P.M. Pacific Time, February 23, 2016 (“**Master Entry Period**”). Promotion will consist of six (6) 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 (as the “**Entrant**”) may enter each Weekly Drawing as described below during the applicable Weekly Entry Period.

During the Master Entry Period, an Entrant may enter this Promotion via the App or the Website by submitting a funny, sweet and/or wacky photo (the “**Photo**”) that represents your one-of-a-kind “squad” showing their Disney spirit. As part of your submission, you will be required to include a title (“**Title**”) that identifies your Photo, using one-hundred (100) characters or less. An “**Entry**” consists of an Entrant’s Photo and Title together. Examples of Disney spirit can include wearing Disney apparel, posing with your favorite Disney character or enjoying your favorite Disney movie (see below for details on who you may include in your “squad”/Entry). To be eligible, a Photo must include the submitting Entrant and at least one (1) other eligible person. Pets may be included in your Photo, but including a pet is not required.

**ALL INDIVIDUALS WHO APPEAR IN YOUR PHOTO MUST CONSENT TO BE INCLUDED IN THE PROMOTION.**

**FOR PURPOSES OF THIS PROMOTION, A “SQUAD” CONSISTS OF INDIVIDUALS WHO HAVE RELATIONSHIPS WITH THE ENTRANT (I.E., THE PERSON SUBMITTING THE ENTRY) AND EACH OTHER THAT ARE CONSIDERED FAMILIAL OR CLOSE IN NATURE (E.G., NUCLEAR AND EXTENDED FAMILY MEMBERS, CLOSE FRIENDS, COLLEAGUES, TEAMMATES, ETC.).**

Promotion	Entry Period		# of Winn ers	Drawing Date (on or about)
	Start	End		
Weekly Drawing 1	1/13/16 @ 12:00 PM (noon)	1/19/16 @ 11:59 PM	1	1/22/16
Weekly Drawing 2	1/20/16 @ 12:00 AM	1/26/16 @ 11:59 PM	1	1/29/16
Weekly	1/27/16 @	2/2/16 @ 11:59 PM	1	2/5/16

Drawing 3	12:00 AM			
Weekly Drawing 4	2/3/16 @ 12:00 AM	2/9/16 @ 11:59 PM	1	2/12/16
Weekly Drawing 5	2/10/16 @ 12:00 AM	2/16/16 @11:59 PM	1	2/19/16
Weekly Drawing 6	2/17/16 @ 12:00 AM	2/23/16 @11:59 PM	1	2/26/16
Grand Prize Drawing	1/13/16 @ 12:00 PM (noon)	2/23/16 @11:59 PM	1	2/26/16

Sponsor shall make all eligibility determinations regarding the Photos and the individuals included in a Photo. See below for details regarding Photo content, formatting and other Entry requirements and restrictions, as well as the guidelines and Do's and Don'ts ("**Instructions**"). See Section 12y for more details on the use of Disney Intellectual Property ("**Disney IP**") if you decide to include any Disney IP in your Entry, though no use of any Disney IP, no purchase of accessories nor any visit to a Disney Park is necessary to enter this Promotion.

**Limit one (1) Entry per Member per Weekly Drawing**, regardless of whether a person has more than one (1) Member account or more than one person uses the same Member account. Entries from a Weekly Entry Period will not roll over into subsequent Weekly Entry Periods, however, all eligible entries will roll over into the Grand Prize Drawing. Each Entry must be unique, and you cannot submit the same Entry more than once. If you attempt or are suspected of attempting (in the sole discretion of Sponsor or Administrator) to circumvent this limitation by any means, including but not limited to establishing multiple Member accounts, you may be disqualified from the Promotion. Any duplicate or materially similar Entries will be disqualified. In the event that the same Entry is received from more than one (1) Entrant, the Entry will be deemed to be submitted by the first Entrant who the Entry was received from. In the event that more than one (1) Entry is received from an Entrant within the same Weekly Entry Period, only the first Entry received will be accepted. For purposes of these Rules, a "Week" begins at 12:00AM PT on each Wednesday during the Master Entry Period and ends at 11:59 PM PT, each Tuesday during the Master Entry Period except for the first Week which begins at 12:00 PM (noon) PT.

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/App 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.

For purposes of these Rules, all times and days are Pacific Time (“PT”). Sponsor's computer is the official time-keeping device for the Promotion. In the event of any discrepancy or inconsistency between the terms of these Rules, Terms of Use (“TOU”), located at <http://disneytermsofuse.com>, and the Privacy Policy (as defined in Section 11 herein), the terms of these Rules shall govern.

**5. PROMOTION ENTRY REQUIREMENTS, LIMITATIONS & GUIDELINES:** Follow the Instructions below in these Rules (also available on the App and Website) to create your Entry. Entries should adhere to all specifications included in these Rules. Any Entry that fails to meet the specifications in these Rules may be disqualified, as determined by Sponsor in its sole discretion. All Entries must be received during the Entry Period. Proof of submitting an Entry does not constitute proof of receipt or entry into the Promotion. **Entries will not be judged.**

### **DO's & DON'Ts**

#### **Do's...**

- **Do protect your privacy.**  
Please don't include any last names or other personal information in your Entry. Also, don't include any names and/or likenesses of any person(s) other than individuals who have consented to be included in the Promotion and who have relationships with you and each other that are considered familial or close in nature.
- **Do be original.**  
Entry has to be 100% original, except for any Disney IP (which is optional), so feel free to put your own spin on it.
- **Do be careful.**  
Take caution when creating your Photo.
- **Do have fun!**  
Make sure you show off your “squad” in your Photo.

#### **Don'ts...**

- **Don't show any prominent brands or logos.**  
That means no prominent and/or visible/recognizable use of brands (other than Disney-branded, Smuckers or Uncrustables-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.
- **Don't be rude or use profanity.**  
Avoid bad language, rude gestures and other inappropriate stuff, and for your safety, **don't try any risky moves.**
- **Don't wear revealing clothing or display suggestive movements.**
- **Don't submit a Photo that is too big or in the wrong format.**  
Photo must be less than 10MB in file size and in jpg format.

### PhotoTips

- **Shoot in Landscape or Portrait mode.**  
Try to hold the camera so your Photo comes out wider than it is tall, but this is a suggestion, not a requirement.
- **Be Bright.**  
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera and shining on you and your squad!
- **Keep it Steady.**  
Make sure your camera is on a tripod or make sure something is holding it steady.

If your Photo was taken inside of a Disney Park, in addition to the Do's and Don'ts above please adhere to the Photo guidelines below:

### **Attraction Safety**

- No part of a guest's body may be outside the vehicle area
- No images of a guest riding with arms raised (e.g. on a rollercoaster) can be included.
- Guest cannot be visibly turned around in their seat to film while on the attraction
- Guest should be facing forward, safety belt/bar securely in place, no extreme leaning out of the vehicle, etc.
- Guest on attractions must be following all height restrictions

### **ADA Capabilities**

- Don't show use of unapproved methods of accommodating disabilities.

### **PROMOTION ENTRY REQUIREMENTS/LIMITATIONS:**

- a. The Entry must be authorized. This means that you must have the legal right and any permissions necessary to submit the Entry into the Promotion. By submitting the Photo, you hereby represent that you have all rights necessary to submit the Photo as a Promotion

Entry, distribute the Photo through the Website, App or any other website and to grant to Sponsor the rights set forth herein.

- b. You must have the consent of each person who appears in your Photo (including the photographer, if other than you) granting the Entrant the right to include such person in the Photo (if any such person is a minor (“**Minor**”), such permission has been obtained from the Minor’s parent (“**Parent**”)); and consenting to the submission and use of the Photo in the Promotion and to its use as set forth herein. Potential Winners (as defined below) **must** furnish proof of such consents in a form satisfactory to Sponsor as a condition of being confirmed as a Winner as set forth in Section 10 below. Should a potential Winner fail to furnish such proof in a form acceptable to Sponsor, Entrant/potential Winner understands and agrees that he/she will be disqualified from being a Winner and will forfeit the opportunity to possibly win a Prize.
- c. As set forth in Section 3, any person who appears in your Photo must not be an employee of the Entities, nor a household member or immediate family member of such employee.
- d. With the exception of any Disney IP, Smuckers or Uncrustables Intellectual Property you might include (all of which is optional), the Entry must be your original work and must not infringe the copyright, trademark, privacy, publicity or any other intellectual property right of any person or entity.
- e. The Entry must not, in the sole discretion of Sponsor, contain any inappropriate content including but not limited to, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), vulgar, obscene, pornographic or otherwise sexually explicit, harmful or can reasonably be expected to harm any person or entity, profane, offensive or otherwise objectionable as determined by Sponsor and/or Administrator in their sole discretion; must not contain material which is (or promote activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including but not limited to Photos that are, or represent an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful. The Entry must not violate these Rules or the TOU.
- f. The Entry must not disparage the Entities.
- g. With the exception of any Disney IP or Smuckers or Uncrustables Intellectual Property you may use in your Entry, you represent and warrant that: (i) you are the sole and exclusive owner of the Entry, and all rights in and to the Photo; (ii) you have the full and exclusive right, power and authority to submit the Entry to Sponsor upon the terms and conditions set forth herein; (iii) no rights in the Entry have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (iv) the Entry has not been submitted for any other promotion(s) and it has not won any previous awards or prizes; and (v) the full use of the Entry or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of

the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

If Sponsor believes that the Entry does not comply with these Rules and the Sponsor's TOU, or that the Entry potentially or actually infringes upon the copyright, or other rights of any third party, Sponsor reserves the right in its sole discretion to disqualify and remove any Entry at any time. Sponsor's decisions regarding the Photos are final and binding and not subject to challenge or appeal.

**6. HOW TO REGISTER AS A MEMBER:** As a Member of Disney.com, you may enter the Promotion by logging in to the Website or the App with your user name ("**User Name**") or email address ("**Address**") and password and following the Instructions set forth above. You may download the App for iPhone, iPad and iPod Touch (iOS 7.0 or later) as well as Android mobile devices, available for free at the App Store or Google<sup>®</sup> Play Store respectively. There is no charge to enter, but your mobile carrier and/or internet provider may apply normal access, usage and data charges. If you are not a Member, you may become a Member free of charge by visiting the Website or App and registering by providing the requested information on the registration form through the "Create Your Disney Account" section on the Website or App. 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 TOU. Upon becoming a Member and meeting eligibility requirements, you may enter the Promotion by following the Instructions in Section 4 above. It is your sole responsibility to notify Sponsor if you, as an Entrant, change your Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your Disney.com 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.

**7. HOW TO SUBMIT YOUR ENTRY:** Once you have created your Photo, you may submit your Entry by completing the following on either the Website or the App: **(a)** login using your User Name (or Address) and password; **(b)** enter your first name; **(c)** fill in a Title of one hundred (100) characters or less where indicated; **(d)** click the "Select a file to upload" button or other similar button to upload your Photo and submit your Entry. If everything was entered successfully, you will receive a message thanking you for your Entry. By submitting an Entry, you will be agreeing to the TOU, to these Rules and the decisions of the Sponsor, which are final and binding in all respects. By entering the Promotion, and without limitation of any other terms herein or as part of the TOU, each Entrant understands and agrees that eligible Entries received by Sponsor may be posted, in whole or in part, on the Website, App and/or other platforms for public viewing at any time; such posting has no effect on whether or not an Entry will be selected as a winning Entry. Entrants understand and agree that Entries may be formatted, edited or otherwise converted in order to be viewable on the App and/or Website. Sponsor reserves the right to remove any such posted Entry at any time and for any reason, without liability of any kind. Sponsor may but is not obligated to post Entries on the Website, App or other platforms; if Sponsor chooses to do so, such posting is for entertainment purposes only and Entrant releases and agrees to hold harmless the "Released Parties" (as defined below) from any and all liability associated with possible posting (or, conversely, non-posting) of his/her Entry, including his/her express acknowledgment that if posted, posting of the Entry does not constitute any representation by Sponsor as to Promotion eligibility. ALL POSTED ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL

ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER.

Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Entry submitted by you. Entries will not be returned. Your Entry will be moderated prior to any posting on the Website. If your Entry does not pass moderation, it will not be included on the Website, and will not be eligible to be entered into the Promotion. Entry by any method other than set forth above in Section 4 is void. Any use of automated or programmed methods of effecting entry is prohibited.

**8. PROCEDURES:** Entries must be received during the Master Entry Period, and to be considered for a specific 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 above, potential Winners (as defined below) will be selected from among all eligible Entries received in random drawings conducted by the Administrator. 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.

**9. WINNER NOTIFICATION PROCESS/ WINNER ANNOUNCEMENT:** On or about two (2) business days after each Drawing Date (listed in the chart above), 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 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, a release provided by The J.M. Smucker Company, as well as any release(s) from person(s) who appear in or were involved in the creation of the Entry (if and as applicable) (collectively, “**Winner Documents**”).

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 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 failure to execute and return all Winner Documents within seventy-two (72) hours of transmission; **[d]** a potential Winner’s failure to provide Sponsor with satisfactory proof of eligibility, and **[e]** any other non-compliance with these Rules or the TOU. 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 (time permitting).

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.

All federal, state and local taxes are solely the responsibility of each Winner (as defined below). Grand Prize Winner (defined below) will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Grand Prize (as defined below). Grand Prize (as defined below) is subject to California nonresident withholding taxes if Grand Prize Winner (defined below) is a non-resident of California.

**10. PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):**



**ONE (1) GRAND PRIZE (“Grand Prize”):** Grand Prize winner’s (“**Grand Prize Winner**”) choice of **only one** (1) of the following two (2) options:

**Walt Disney World® Resort:** Includes: a five (5) day / four (4) night trip for Grand Prize Winner and up to five (5) guests (the “**Guests,**” and together with the Grand Prize Winner, the “**Group**”) to **Walt Disney World® Resort** near Orlando, Florida (“**City 1**”) consisting of the following elements: **[a]** hotel accommodations consisting of one (1) two-bedroom suite or villa (with a maximum of four (4) persons per room), including room tax for four (4) consecutive nights at a *Walt Disney World® Resort* hotel selected by Grand Prize supplier, Disney Destinations, LLC (“**Disney**”) in its sole discretion; **[b]** six (6) 5-Day *Magic Your Way* Tickets with *Park Hopper®* Option (subject to restrictions); **[c]** a Disney Gift Card with a value of seven hundred fifty dollars (\$750) for Grand Prize Winner only; **[d]** one (1) welcome basket in *Walt Disney World® Resort* hotel room for Grand Prize Winner only; **[e]** six (6) spots in the new Disney family Culinary Adventure at Disney’s Contemporary Resort (to participate, Guests must be 9 years of age or older and accompanied by an adult 18 years of age or older). Group will have the chance to prepare a five-course dinner served in the kitchen by the professional catering staff. **[f]** if Grand Prize Winner’s residence is located more than two hundred fifty (250) miles from City 1, round-trip coach air transportation (with possible layovers) for the Group on a Disney-selected carrier between a Disney-selected major metropolitan airport near Grand Prize Winner’s residence and Orlando International Airport; but if Grand Prize Winner’s residence is located two hundred fifty (250) miles or less from City 1, then air transportation will not be provided; **[g]** one (1) year supply of Uncrustables® Sandwiches (awarded as vouchers); **[h]** one (1) 6-pack of Sandwich Savers, and **[i]** round trip ground transfers between the Orlando International Airport and the *Walt Disney World® Resort* via *Disney’s Magical Express* Service if air transportation is provided (“**Trip 1**”). ARV: **\$15,864.54**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares.

**Or:**

**Disneyland® Resort:** Includes: a five (5) day / four (4) night trip for Group to **Disneyland® Resort** near Anaheim, California (“**City 2**”) consisting of the following elements: **[a]** hotel accommodations consisting of a one (1) one-bedroom suite or villa (with a maximum of six (6) persons), including room tax for four (4) consecutive nights at a hotel at the *Disneyland® Resort* selected by Disney in its sole discretion (daily parking at the Resort is not included); **[b]** six (6) 5-Day *Disneyland® Resort Park Hopper®* Tickets (subject to restrictions); **[c]** a Disney Gift Card with a value of seven hundred fifty dollars (\$750) for Grand Prize Winner only; **[d]** one (1) welcome basket in *Disneyland® Resort* hotel room for Grand Prize Winner only; **[e]** *Disneyland® Resort* Guided Tour experience for the Group (experience selected by Disney at its sole discretion and subject to availability; age restrictions apply); **[f]** one (1) Disney Character Dining experience (with a maximum value of three hundred seventy-five dollars (\$375.00) for the Group (a Disney Gift Card will be provided to cover the expense of this experience); **[g]** services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day for the Group; **[h]** one (1) Disney Character Meet and Greet with photo opportunity for the Group, specific character is subject to Disney’s approval in its sole discretion; **[i]** One (1) World of Color Dining Package experience (with a maximum value of four hundred fifty dollars (\$450.00) for the Group (a Disney Gift Card will be provided to cover the expense of this experience); **[j]** if Grand Prize Winner’s residence is located more than two hundred fifty (250) miles from City 2, round-trip coach air transportation (with possible layovers) for the Group on a Disney-selected carrier between a Disney-selected major metropolitan airport near Grand Prize Winner’s residence and a Southern California airport, selected by Disney; but if Grand Prize Winner’s residence is located two hundred fifty (250) miles or less from City 2, then air

transportation will not be provided; **[k]** one (1) year supply of Uncrustables® Sandwiches (awarded as vouchers; **[l]** one (1) 6-pack of Sandwich Savers, and **[m]** round trip ground transfers between a Southern California airport selected by Disney and the *Disneyland*® Resort if air transportation is provided (“**Trip 2**”). ARV: **\$12,295.00**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares.

“Trip” shall mean and refer to each Trip 1 and Trip 2.

The Grand Prize Winner will have the sole right to decide which individuals will accompany him/her on the Trip. Number of Guests included in the Grand Prize package described above is not dependent on the number of individuals who appear in the winning Photo.

Grand Prize Winner’s Guest(s) (if Guest is a Minor, his/her Parent) must sign and return a travel release prior to issuance of documents. If any Guest is a Minor, he/she must be accompanied on the Trip by his/her Parent (including, but not limited to, in-flight, and all Grand Prize related events), who will be counted as an allotted Guest (unless such Parent is the Grand Prize Winner) on the Trip. Trip is for Grand Prize Winner and up to five (5) Guests of the Grand Prize Winner’s choosing. If Grand Prize Winner chooses to bring less than five (5) Guests, Grand Prize will be awarded in increments suitable for the actual number of travelers with no substitute Grand Prize (or Grand Prize elements) or compensation being provided to the Grand Prize Winner. The Group must travel together on the same itinerary and members of the Group are solely responsible for obtaining any and all necessary travel documents (e.g. valid photo I.D, passport, etc.) before departure.

If air travel is not provided, the Grand Prize Winner will receive a gift card for gas in an amount estimated by Disney, in its sole discretion, to be sufficient, and Grand Prize Winner will not receive any other compensation in lieu of the airfare.

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, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, taxes, internet, and telephone calls. All terms and conditions of the Disney Gift Card (available at <https://www.disneygiftcard.com/terms/>) are applicable. Travel, lodging and Prize elements are subject to availability, certain restrictions, block-out dates and Disney’s and Sponsor’s approval. Airline carrier and hotel regulations and conditions apply. The Group must travel between April 2, 2016 and April 2, 2017 (on dates selected by Grand Prize Winner, subject to availability and approval by Disney), or Grand Prize will be forfeited in its entirety and, at Sponsor’s discretion, awarded to an alternate winner at Sponsor’s sole discretion. Travel must be made through Disney and Sponsor shall determine airline and flight itinerary in its sole discretion. The Trip must be booked at least 45 days prior to travel. Once the travel schedule has been arranged, it cannot be altered and failure of Grand Prize Winner to follow such schedule shall not obligate Sponsor in any way to provide the Grand Prize Winner with alternate arrangements. Releasees are not responsible for airline cancellations or delays. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used.

**SIX (6) WEEKLY PRIZES (“Weekly Prize”):** Each Weekly Prize includes the following items: **[a]** a Disney Parks prize pack including one (1) each of the following: (i) Mike Wazowski hat; (ii) Sulley ear hat; (iii) Ariel ear hat; (iv) Ariel tote bag; (v) Donald Duck canvas tote; (vi) Mike Wazowski plush; and (vii) Sulley plush pillow; **[b]** one (1) year supply of Uncrustables®

Sandwiches (awarded as vouchers, and [c] one (1) 6-pack of Sandwich Savers for each Weekly Prize winner (“**Weekly Prize Winner(s)**”). ARV of each Weekly Prize: **\$492.65**.

Total ARV of all Prizes: **\$15,250.90 - \$18,820.44**

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

**PRIZE CONDITIONS:** If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of 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 May 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. A Prize will be awarded solely to the Winner who submitted the winning Entry and not to the Winner’s squad. Weekly Prizes and the Uncrustables® Sandwiches and Sandwich Savers portion of the Grand Prize will be shipped within 6-8 weeks of the Prize being validly claimed.

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

**12. CONDITIONS:** By entering this Promotion and/or accepting any Prize you may win, you agree and represent 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 Administrator’s and Sponsor’s decisions (which shall be final and binding in all respects), Privacy Policy and TOU; [c] 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 a Prize; participation in this Promotion or any Prize-related activity or travel; or any interaction with, or downloading of, computer information; [d] Prizes are 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), and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to this Promotion or Prizes; [e] acceptance of a Prize constitutes the grant to Sponsor and The J.M. Smucker Company, and its and their assigns of an unconditional right to use a Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about this Promotion for any programming, publicity, advertising and promotional purposes 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; [f] 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/Administrator’s reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Promotion, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor/Administrator has the right, in its sole

discretion, to modify the Rules or to cancel, modify, terminate or suspend this Promotion; and in such event, to select Winners by such method as Sponsor/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 airport of origin as soon as reasonably possible; [g] the Releasees are not responsible for typographical or other errors in the offer or administration of this Promotion, including but not limited to: human errors, errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; [h] any portion of a Prize not accepted or used by any Winner will be forfeited; [i] the Releasees are not responsible for any inability of any Winner to accept or use a Prize (or any portion thereof) for any reason; [j] the Sponsor and Administrator have 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 submission process or the operation of this Promotion or the Website; (ii) violating the Rules; (iii) violating the TOU, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any 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 and Administrator; [k] Sponsor and the Administrator have the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Promotion; [l] since any attempt by any individual to damage the Website or undermine the legitimate operation of the Promotion or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor or 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; [m] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the Promotion, the meaning or interpretation of the Rules or any Prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within the borough of Manhattan, in the State of New York; notwithstanding anything to the contrary contained in this Section 12 [m], any disputes, claims and causes of action arising in connection with the fulfillment and use of the Grand Prize shall be governed by the laws of the State of Florida and shall exclusively be submitted for trial in Orange County, Florida; [n] all Claims shall be resolved individually, without resort to any form of class action; [o] 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 you 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; [p] Administrator and Sponsor have the right to modify Prize award procedures at their sole discretion; [q] the Releasees are not responsible for the cancellation, postponement or unavailability of any element of the Trip, and if such occurs, the Trip will be awarded without that element of the Prize; [r] 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; [s] 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; [t] 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; **[u]** Trip cannot be sold, nor can the Winner charge Guests for participating in the Trip; **[v]** in the event of a dispute as to the identity of a Winner based on the Address, the winning Entry will be declared made by the authorized account holder of the Address. For purposes of these Rules, "**Authorized Account Holder**" is defined as the natural person who is assigned to an Address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address; **[w]** the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, including its interface, in whole or in part and other logos and product and service names that are trademarks of the respective owners (the "**Website Marks**"). Unless you have written permission, you hereby agree not to display or use in any manner the Website Marks; **[x]** you grant to Sponsor and The J.M. Smucker Company: **[i]** a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of any person appearing in the Photos; and **[ii]** a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Entry, in whole or in part, in all media formats and channels now known or hereafter devised (including on The J.M. Smucker Company's website and third-party websites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity; **[y]** if your Entry includes, uses and/or features Disney IP, Sponsor grants you a non-exclusive license to create the Entry using Disney IP for the purposes of creating an Entry for this Promotion only, provided that such license shall be conditioned upon your assignment to Sponsor of all rights into the Entry (if such rights are not assigned to Sponsor, your license to create the Entry using Disney IP shall be null and void); **[z]** creative ideas, suggestions or other materials Entrant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Entrant and Sponsor in any way, and that the Entrant has no expectation of review, compensation or consideration of any type, and **[aa]** Sponsor, Administrator and its third-party vendors engaged to implement this Promotion are authorized to display on the Website, in connection with the Promotion and thereafter, the Entries and any comments.

**13. RULES & WINNER'S LIST:** For a copy of the Winner's list (after March 31, 2016 and before April 30, 2016) and/or Rules (before February 23, 2016), send a self-addressed, stamped envelope to: Share Your Unstoppable Disney Squad Winners/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165, designating either Winner's List or Rules. A copy of the Rules may also be obtained by printing this web page.

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