

**LET’S SPEAK WHALE SWEEPSTAKES
OFFICIAL RULES**

To enter this Sweepstakes, you must agree to and abide by these 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 (“Sponsor”), 1200 Grand Central Avenue, Glendale, CA 91201, USA.

2. ADMINISTRATOR: LeadDog Marketing Group, Inc. (“Administrator”), 440 9th Avenue, 17th Floor, New York, NY 10001, USA.

3. ELIGIBILITY: The Disney “Let’s Speak Whale Sweepstakes” (“Sweepstakes”) is open only to legal residents of the 50 United States or the District of Columbia who are registered members of Disney.com or related websites on the Disney.com registration system (individually a “Member”) and are willing to have their Entry (as defined below in Section 6) published in the gallery page (“Gallery”) of the Disney Applause mobile application (the “App”) and/or on www.Disney.com/WhaleSpeakSweeps (“Website”), during and/or following the conclusion of the Sweepstakes or otherwise distributed, in connection with, or to promote, the Sweepstakes, Website and/or App, and/or the Promotion Entities (as defined below in this Section 3). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, Bandai America Inc., any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the “Promotion Entities”), and immediate family and household members of such individuals, are not eligible to enter. “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.

All ages are welcome to enter, but if you are a minor as defined by your state of residence (generally, under 18 years of age) (a “Minor”), you must get your parent’s or legal guardian’s (“Parent”) permission to enter. Please refer to Section 5 of the Rules if you are under thirteen (13) years of age for additional procedures for registration and entry.

Instructions on how to create and submit your Entry are described below in Sections 6 through 8. Creating and submitting your Entry are both free of charge.

Void where prohibited by law. Subject to all applicable federal, state, local and municipal laws and regulations.

4. SWEEPSTAKES SCHEDULE: The Sweepstakes begins at 12:00:01 PM Pacific Standard Time (“PST”), June 8, 2016 and ends at 11:59:59 AM PST, July 12, 2016 (“Promotion Period”). Sponsor’s computer is the official clock for this Sweepstakes. Five (5) separate and distinct Sweepstakes Entry Periods (also referred to as “Weekly Periods”) and a Grand Prize Period comprise the Promotion Period as set forth in the chart below.

Sweepstakes Entry Periods	Begin Date & Time	End Date & Time
Weekly Period #1	12:00:01 p.m. PST on 6/8/16	11:59:59 a.m. PST on 6/14/16
Weekly Period #2	12:00:00 p.m. PST on 6/15/16	11:59:59 a.m. PST on 6/21/16
Weekly Period #3	12:00:00 p.m. PST on 6/22/16	11:59:59 a.m. PST on 6/28/16
Weekly Period #4	12:00:00 p.m. PST on 6/29/16	11:59:59 a.m. PST on 7/5/16
Weekly Period #5	12:00:00 p.m. PST on 7/6/16	11:59:59 a.m. PST on 7/12/16

Grand Prize Entry Period	12:00:01 p.m. PST on 6/8/16	11:59:59 a.m. PST on 7/12/16
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5. HOW TO REGISTER: You must be a Member in order to enter.

Existing Member: As a Member of Disney.com, you may enter the Sweepstakes 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 (defined in Section 6) set forth below. 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® Play Store respectively. There is no charge to download the App, but your mobile carrier and/or internet provider may apply normal access, usage and data charges. Apple and Google are not participants in or sponsors of this Sweepstakes.

Non-Member: 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 Terms of Use (“TOU”) located at <http://disneytermsofuse.com>. Upon becoming a Member and meeting eligibility requirements, you may enter the Sweepstakes by following the Instructions in Section 6 below. If you are a Parent of a child under the age of 13, and your child has not previously registered, you will be sent an email notifying you of your child’s registration. No response by you to the email is required for your child to register on the Website and/or App, however, if you do not want your child to register, you must follow the instructions in the email and complete the steps required to cancel your child’s registration and delete the child’s information. It is your sole responsibility to notify Sponsor if you, as a member, 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.

Once you are logged in, you will be automatically sent back to the entry page on the Website.

6. SWEEPSTAKES ENTRY: Entrants may enter this Sweepstakes via the App or Website by submitting a video (no more than fifteen (15) seconds in length) of themselves saying one (1) or more of the following three (3) lines in their best “whale speak” impression (just like the character Dory from the animated film *Finding Nemo* and the upcoming animated film *Finding Dory* speaks whale):

- a) I have a family.
- b) You’re welcome.
- c) Can you help me?

Your video will be referred to as the “Entry” and collectively as “Entries” throughout these Rules. Once submitted, Entry becomes the property of Sponsor and cannot be modified by entrant.

For the avoidance of doubt, the content of a person’s Entry will not be taken into account in the winner selection process (provided that the Entry complies with all instructions and is determined by Sponsor/Administrator to be in compliance with these Rules).

Check the box agreeing to these Rules and then click the designated button to submit your Entry. **IF THIS BOX IS NOT CHECKED, YOU WILL NOT BE ABLE TO COMPLETE THE ENTRY PROCEDURE OR ENTER THE SWEEPSTAKES. All Entries must be received by July 12, 2016 at 11:59:59 AM PST.**

Limit of one (1) Entry per person/Member per Weekly Period, regardless of whether a person has more than one (1) Member account or more than one (1) person uses the same Member account. The entrant must be the only individual featured in the Entry unless; (a) the entrant is a Parent entering on behalf of their child who is a Minor or (b) a Minor chooses to include their Parent in their Entry. For the

avoidance of doubt an Entry may only include a maximum of two (2) people if the two (2) people are a Parent and their child who is a Minor. Each Entry does not have to be unique and you can submit the same Entry for more than one Weekly Period. 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 Sweepstakes. 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 from whom the Entry was received.

Multiple Entries and/or mass Entry attempts will result in disqualification of all Entries by such person/Member. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties by any method, are prohibited.

Sponsor and Administrator shall make all eligibility determinations regarding the Entries and the entrant. See below for details regarding video content, formatting and other Entry requirements and restrictions, as well as the guidelines and Do's and Don'ts ("Instructions").

7. 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 and Administrator in their discretion. Proof of submitting an Entry does not constitute proof of receipt or entry into the Sweepstakes. By entering this Sweepstakes, entrants (if a Minor, their Parent) agree to these Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes.

DO's & DON'Ts

Do's...

• **Do protect your privacy.**

Please don't include any last names or other personal information in your Entry.

• **Do be original.**

Entry has to be 100% original, except for the Dory whale lines so feel free to put your own spin on it.

• **Have fun!**

Make sure you say at least one (1) of the three (3) Dory whale lines in your Entry.

Don'ts...

• **Don't include anyone else in your Entry unless;**

- (a) You are a Parent entering on behalf of your child who is a Minor or,
- (b) You are a Minor and would like to include your Parent in your Entry.

• **Don't show any brands or logos.**

Avoid visible/recognizable use of brands (other than Disney-branded items) on clothes, sneakers, in the background, or anywhere. Avoid wearing clothes with visible logos.

• **Don't include any copyrighted music or sound effects in your Entry.**

• **Don't be rude or profane.**

Avoid 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 an Entry that is too big, too long or in the wrong format.**

Entry must be fifteen (15) seconds or less and less than 200 MB.

Recommended Formats: .avi, .wmv, .asf, .mov, .3gp, .mp4, .mpg, and .m4v.

Video Tips

• **Shoot in Landscape or Portrait mode.**

Try to hold the camera so your video 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!

• **Keep it Steady.**

Make sure your camera is on a tripod or make sure something is holding it steady.

SWEEPSTAKES ENTRY REQUIREMENTS/LIMITATIONS:

a. By submitting an Entry, entrant or entrant's Parent (as applicable) gives permission and warrants and represents that he/she has obtained all rights necessary to give such permission and grant the license herein described, including from the videographer if other than entrant, as applicable, to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein "License") to use entrant's Entry, name, likeness and all other information about the entrant and Parent (as applicable) contained in in the Entry on any media and through any means now known or hereafter devised, including and without limitation, the World Wide Web, and to otherwise use entrant's Entry, name, likeness (and, if applicable, the name and/or likeness of Entrant's Parent) and all other information about entrant (and, if applicable, Entrant's Parent) in the Entry and make derivative works therefrom without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion and publicity of the Sweepstakes, Sponsor's products and services, and otherwise as stated in these Rules (as solely determined by Sponsor). Such License will be confirmed by potential winner (and, if winner is a Minor, winner's Parent) upon Sponsor's request and potential winner (and, if winner is a Minor, winner's Parent) agrees to complete, sign and deliver any and all necessary documents in a timely manner, including and without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind, as well as to use his/her best efforts to facilitate Sponsor's procurement of similar confirming documents from the videographer if other than the potential winner (if any such person is a Minor, such permission must have been obtained from the Minor's Parent). Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the Entry and the selection of another Entry as a potential winner.

b. With the sole exception of the Dory whale lines, 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.

c. 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

Entries 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.

d. The Entry must not disparage the Promotion Entities.

e. With the sole exception of the Dory whale lines spoken in your Entry, you/your Parent (as applicable) represent and warrant that: (i) you are the sole and exclusive owner of the Entry and all rights in and to the Entry; (ii) you/your Parent (as applicable) 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 Sweepstakes/Contest/Promotion 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 the TOU, these Rules 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 Entries are final and binding and not subject to challenge or appeal.

8. HOW TO SUBMIT YOUR ENTRY: Once you have taken your video, 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 and state of residence where indicated; (c) click the "Select a file to upload" button or other similar button to upload your video; and then submit your Entry.

If you are thirteen (13) or older, you will be agreeing to the TOU, to these Rules and the decisions of the Sponsor, which are final and binding in all respects. Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Entry submitted by you. (For the avoidance of doubt, if over thirteen (13) years of age but still a Minor, such agreement and grant of permission will be binding upon you and your Parent.) Thereafter, your Entry will be moderated for possible inclusion on the Website and/or App. If your Entry passes moderation, it possibly may be included on the Website and/or App.

If you are younger than thirteen (13), an email will then be sent to your Parent's Address, which will instruct your Parent to click the link in the email to validate your Parent's Address, agree to the TOU, to these Rules and the decisions of the Sponsor, which are final and binding in all respects, on behalf of himself/herself and on your behalf, and grant Sponsor permission to email your Parent's Address regarding the possible use in any media of any Entry submitted by you. If your Parent does not take these steps, your Entry cannot be considered for possible entry into the Sweepstakes. Once your Parent takes these steps, your Entry will be moderated for possible inclusion to be posted on the Website and/or App. If your Entry passes moderation and is chosen for possible inclusion on the Website and/or App, your Parent will receive an additional email to provide high-level verifiable consent to display the Entry on the Website and/or App or elsewhere, as required by the Children's Online Privacy Protection Act. Your Parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal account or creating a PayPal account if they do not have one, and completing a nominal PayPal transaction of one cent (\$.01). If this step is not taken, your Entry will not be eligible to be entered into the Sweepstakes or posted on the Website and/or App or elsewhere.

In the event of any discrepancy or inconsistency between the terms of these Rules, the Privacy Policy (defined below) and/or TOU, the terms of these Rules shall govern. Sponsor reserves the right not to post any Entry for any reason in its sole discretion. Entries will not be returned, and Sponsor reserves the right to use any portion of the Entry in perpetuity, without compensation, for any commercial or promotional or other purpose, except where prohibited by law. Your Entry may be edited, adapted, modified and/or used to create derivative works by Sponsor at its sole discretion.

If your Entry does not pass moderation, your Entry will not be eligible to be entered into the Sweepstakes.

By entering the Sweepstakes, and without limitation of any other terms herein or as part of the TOU, each entrant (if a Minor, his/her Parent) 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. Entrants (if a Minor, his/her Parent) understand and agree that Entries may be formatted, edited or otherwise converted in order to be viewable on the 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 Sweepstakes eligibility or notification of being selected as a prize winner in the Sweepstakes. FOR ALL POSTED ENTRIES, THE ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR AND ADMINISTRATOR FURTHER DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH THE MODERATION AND POSTING OF ENTRIES.

Sponsor grants to each qualified entrant (if a Minor, his/her Parent) a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use their copyrighted works solely for purposes of and limited to including them in the Entries submitted in this Sweepstakes provided that such license shall be conditioned upon entrant's (if a Minor, his/her Parent's) assignment to Sponsor of all rights into the Entry (if such rights are not assigned to Sponsor, entrant's license to create the Entry using Sponsor's copyrighted works shall be null and void); such right and license will automatically expire without further act of any party at the expiration of the Promotion Period, unless specifically extended on an individual basis by Sponsor in writing in their sole discretion. Any other use of Sponsor's and/or their licensors' copyrighted works will be a violation of Sponsor's or their applicable licensor's intellectual property rights.

Entrant (if a Minor, his/her Parent) further expressly acknowledges and agrees (a) that Sponsor does not owe him/her a duty of confidence, fiduciary care or treatment or other similar duty or obligation with regard to his/her Entry; (b) that Sponsor has wide access to ideas, stories, photos, tweets, designs and other literary, artistic and creative materials submitted to it from outside sources or developed by their own employees and agents ("Sponsor Creative"), (c) and that such Sponsor Creative may be competitive with, similar to (or even identical to) the Entry submitted by entrant, and (d) that Sponsor does not have liability to entrant (if a Minor, his/her Parent) or any third party in respect to or connection with the development, use, sale and/or commercial exploitation of all or any portion of the Sponsor Creative by Sponsor and/or its designees and licensees all of which liability, if any, entrant (if a Minor, his/her Parent) hereby expressly and irrevocably waives, releases and discharges.

9. RANDOM DRAWINGS/SELECTION OF WINNERS AND ODDS: Potential prize winners will be selected via a series of random drawings. Each Weekly Period drawing will occur on or about two (2) business days following the conclusion of that Weekly Period from among all eligible entries received during that Weekly Period. Non-winning entries from any Weekly Period will **NOT** be carried forward to subsequent Weekly Period(s). All eligible entries received throughout the entire Promotion Period will be included in the Grand Prize drawing taking place on or about July 14, 2016. For the avoidance of doubt,

the content of a person's Entry will not be taken into account in the winner selection process (provided that the Entry follows all instructions and is determined by Sponsor/Administrator to pass moderation and is otherwise in compliance with these Rules). All drawings will be conducted by LeadDog Marketing Group, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes.

Sweepstakes is available to over 100 million Internet users. Odds of winning a Weekly Prize (as defined below) depends on the total number of eligible Entries received during the corresponding Weekly Period. The odds of winning the Grand Prize (as defined below) depends on the total number of eligible Entries received throughout the entire Promotion Period.

10. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

TWENTY-FIVE (25) WEEKLY PRIZES ("Weekly Prize") (Five (5) per Weekly Period): Each Weekly Prize winner will receive a Bandai prize pack which shall include assorted Finding Dory playsets, interactive toys, feature figures, plush, and/or bath toys from Bandai America Incorporated. Contents of each Weekly Prize will be determined by Sponsor in its sole discretion. **Limit of one (1) Weekly Prize per person/family/household.** ARV of each Weekly Prize: \$75.00-100.00.

ONE (1) GRAND PRIZE ("Grand Prize"): Grand Prize winner will receive a 4-day/3-night trip for the Grand Prize winner and up to three (3) guests (collectively, "Group") to Monterey Bay, CA ("City") to visit the Monterey Bay Aquarium (the "Trip"). Trip consists of: roundtrip coach air transportation from a major commercial airport (as selected by Sponsor) near Grand Prize winner's legal U.S. residence (as applicable) ("Airport of Origin") to the San Francisco International Airport; car rental; (if Grand Prize winner's residence is located two hundred (200) miles or less from City, then air transportation or any other form of transportation will not be provided to the Group); three (3) nights, standard hotel accommodations (one room, quadruple occupancy); admission for up to four (4) guests, and a Personal Guided Tour, behind the scenes, through the Monterey Bay Aquarium, and a Bandai prize pack which may include assorted Finding Dory playsets, interactive toys, feature figures, plush, and/or bath toys from Bandai America Incorporated (at sole discretion of Sponsor). See below for additional restrictions regarding the Trip.

Grand Prize Trip must be taken before December 31, 2016. Grand Prize winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure; however, Sponsor's decision as to actual travel dates is final and binding. Grand Prize winner may not receive first choice of travel date. If potential Grand Prize winner is unavailable to travel during designated timeframe for any reason, the Grand Prize will be forfeited without compensation of any kind and an alternate Grand Prize winner may be selected (time permitting) from among all remaining eligible Entries in a random drawing. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. 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 and non-alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, excursions, souvenirs, spa services, telephone calls and some additional taxes which are not expressly included in the Trip. Travel and lodging are subject to availability, certain restrictions, holiday/blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. The actual value of the Grand Prize may vary depending on city of departure, date and times of travel and airfare fluctuations at the time of travel booking. Therefore, the actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. If the actual value of the Grand Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Grand Prize is for illustrative purposes only. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Promotion Entities will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Grand Prize elements may not be separated. Airline tickets

issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor no stopovers are permitted on tickets issued as part of the Grand Prize; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining Trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Grand Prize winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Grand Prize cannot be used in conjunction with any other promotion or offer. To accept car rental element of Grand Prize, Grand Prize winner or a guest must possess a valid driver's license and otherwise comply with all requirements of car rental agreement; if winner or a guest does not qualify for car rental, ground transportation or a stipend (in an amount of Sponsor's sole choosing) to be used for ground transportation will be awarded instead.

In the event the Grand Prize winner and/or his or her guest(s) engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her guest(s) home with no further compensation. Grand Prize winner and his/her guests agree to comply with additional codes of conduct that may apply to certain elements of Grand Prize; for example, behind-the-scenes access to Monterey Bay Aquarium.

Grand Prize winner and his/her guest(s) must travel together on the Trip, on the same itinerary, and must travel from major airport closest to the Grand Prize winner's residence, as determined by Sponsor, in its sole discretion. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, etc.) before departure. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided with the Grand Prize). Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Grand Prize winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If Grand Prize winner and guest(s) cannot comply with these restrictions or any other portion of these Rules, the Grand Prize will be forfeited in its entirety and an alternate Grand Prize winner will be chosen from among all eligible Entries received (time permitting). Flight details are subject to availability and airline carrier's regulations and conditions apply. 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.

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 any travel documents. If any guest or the winner is a Minor, he/she must be accompanied on the Trip by his/her Parent, 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 three (3) guests of the Grand Prize winner's choosing. If Grand Prize winner chooses to bring less than three (3) guests, Grand Prize will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to the Grand Prize winner.

Total ARV of Grand Prize: up to \$5,114.39, which may vary depending upon point of departure. The ARV for the Grand Prize is an estimate made before the Sweepstakes begins. All federal, state, local and other taxes are the sole responsibility of the winner (if Grand Prize winner also wins a Weekly Prize, he/she will be taxed on the aggregate value of both prizes). The Grand Prize winner will be issued a 1099 Tax Form reflecting the total fair market value of the Grand Prize. Non-residents of California are also subject to the California withholding tax of 7% of the prize value, if applicable. Said tax of \$334.59, if applicable, will be paid for by Sponsor.

“Grand Prize” and “Weekly Prize” shall be referred to herein as “Prize(s)”. Total ARV of all Prizes: up to \$7,614.39

For all Prizes: If any winner is a Minor, the applicable Prize will be awarded for the benefit of the Minor to his/her Parent, who will be solely responsible on behalf of the Minor for all applicable documentation and taxes. Prizes are not redeemable for cash or transferable. No substitutions allowed, except as set forth in these Rules and at Sponsor’s sole discretion, a Prize of comparable or equal value will be provided. Prize elements may not be separated and tickets, will not be replaced if lost or stolen. All Prizes will be awarded provided a sufficient number of eligible Entries are received. 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.

11. WINNER NOTIFICATION: Potential Weekly winners or potential Weekly winner’s Parent (if and as applicable) will be notified by e-mail on or about two (2) business days following the conclusion of each Weekly Period. Potential Grand Prize winner or potential Grand Prize winner’s Parent (if and as applicable) will be notified on or about July 15, 2016. Potential winner’s may be required to complete, sign and return within three (3) business days of date of notification an Affidavit of Eligibility, Liability Release and Indemnification, a W9, a Publicity Release where allowed by law, as well as other documents that Sponsor may require (collectively the "Prize Claim Documents"). Failure to respond to the initial notification within three (3) business days after notification, return of e-mail notification as undeliverable after two (2) attempts, or failure to return the completed and signed Prize Claim Documents within the indicated time period will result in disqualification, prize forfeiture and selection of an alternate potential winner from among all remaining eligible entries received for the applicable drawing (time permitting). In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the e-mail account reflected in the Disney.com Member’s registration. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

12. CONDITIONS AND LIMITATIONS OF LIABILITY: By participating in this Sweepstakes, entrants (if a Minor, his/her Parent) agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, as well as Facebook, Inc., Instagram, LLC and Twitter, Inc. (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, receipt, possession or use/misuse of any Prize. By entering, entrants (if a Minor, his/her Parent) also authorize the Sponsor and its designees to use their name, voice, likeness, video, prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material or on a winners’ list (if applicable) without compensation to the extent permitted 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, without obligation or compensation.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Sweepstakes in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Sweepstakes (in whole or in part) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond Sponsor’s reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes (in whole or in part). In such event, Sponsor reserves the right to conduct the Sweepstakes and award

Prize(s) for affected Sweepstakes Entry Period(s) by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor for affected Sweepstakes Entry Period(s) or otherwise in a manner which is fair, appropriate and consistent with these Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the Website and the App. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, 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, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. Failure of Sponsor or Administrator to enforce any provision of these Rules shall not constitute the waiver of such provision.

Persons entering the Sweepstakes (if a Minor, his/her Parent) further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (THE PRECEDING EXCLUDES ONLY THE EXPRESS WARRANTIES MADE BY SPONSOR IN CONJUNCTION WITH OFFERING ITS TRAVEL/RESORT/ENTERTAINMENT SERVICES, WITH SUCH WARRANTIES BEING LIMITED TO THEIR TERMS.)

13. DISPUTES. Any legal controversy or legal claim arising out of or relating to these Rules or this Sweepstakes, shall be settled by binding arbitration in accordance with the terms set forth in the TOU. All issues and questions of your rights and obligations in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the city of New York, borough of Manhattan. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of the Prizes shall be resolved individually, without resort to any form of class action.

14. PRIVACY POLICY. Personal information provided in conjunction with any Sweepstakes Entry is subject to Sponsor's privacy policy, available at <http://disneyprivacycenter.com>.

15. WINNERS' LIST: For the names of the winners send a self-addressed, stamped envelope to: Let's Speak Whale Sweepstakes, Winners, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001 USA. All requests must be received by September 30, 2016.

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