

MAGIC OF STORYTELLING SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE 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 to persons who are 13 years of age or older [please see the subsection below if you are a Minor (as defined below)], who are legal residents of, and physically located within, the 50 United States, or District of Columbia (collectively, "**Territory**"), and are not employees of Sponsor, Administrator, First Book, 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 (defined as people who share the same residence at least three (3) months a year, whether related or not) or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses). Subject to all applicable federal, state, local and municipal laws and regulations.

If you are a minor, as defined by your state of legal residence ("Minor**"), please get your parent's or legal guardian's ("**Parent**") permission to enter this Sweepstakes.**

4. ENTRY: You may enter this Sweepstakes via the internet during the period beginning at 12:00 AM PST, January 4, 2017 and ending at 11:59 PM PST, February 4, 2017 ("**Entry Period**"). You must be a registered Disney.com member ("**Member**") to enter. Visit magicofstorytelling.com ("**Website**") and look for the "Enter" button.

Existing Member: As a Member of Disney.com, you may enter by logging into the Website with your user name ("**User Name**") or email address ("**Address**") and password. You can enter the Sweepstakes by following

the instructions on the Website. You will need to check a box agreeing to these Official Rules (“**Rules**”) and then hit the “Enter” button to complete your entry into the Sweepstakes (“**Entry**”). If this box is not checked, you will not be able to enter the Sweepstakes.

Non-Member: If you are not a Member of Disney.com, you may become a Member 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. 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>. Once you are a Member, you may enter the Sweepstakes by following the instructions on the Website. You will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the “Enter” button to complete your Entry. If this box is not checked, you will not be able to enter the Sweepstakes.

For purposes of these Rules, all times and days are Pacific Time. 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 Address. To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log-in to your account with your User Name or Address and password, click on “Modify” and follow the instructions on how to change the Address.

For each Entry received during the Entry Period, Sponsor will donate one (1) book (of Sponsor’s selection) to the non-profit organization, **First Book** that provides new books, learning materials and other essentials to children in need. **When entering the Sweepstakes, you will also be presented with an option to receive more informational and marketing material directly from First Book. If you choose to opt-in, only your first name, last name and email address will be shared. You are not required to opt-in, and your decision whether or not to opt-in will not increase or decrease your chances of winning.**

5. LIMITATIONS: All Entries must be received by February 4, 2017. Entries are limited to one (1) Entry per Member per day for each day during the Entry Period, whether a Member has more than one (1) Address or more than one (1) person uses the same Address. A “day” is defined as starting at 12:00 AM and ending at 11:59 PM except for the first day which will begin

at 12:00 PM. 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. 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 Address 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 respective 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.

6. PROCEDURES: All Entries must be received during the Entry Period. On or about February 7, 2017, in a random drawing conducted by the Administrator and the potential Winners (as defined in Section 7 below) will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

7. WINNER: On or about February 8, 2017, one (1) potential grand prize winner ("**Grand Prize Winner**") and five (5) potential first prize winners (each a "**First Prize Winner**" and together with Grand Prize Winner, collectively and individually referred to herein as "**Winner**") will be notified via email to obtain each potential Winners' mailing addresses as well as any additional required information ("**Email Notification**"). Once mailing

address is provided to Administrator, each potential Winner may be sent acceptance paperwork by overnight delivery service or email.

At the sole discretion of the Sponsor and/or Administrator, disqualification, forfeiture and the selection of any alternate potential Winners, if time permits, may result from any of the following: **[a]** a potential Winner's failure to respond to Email Notification within two (2) business days after transmission; **[b]** the return of an Email Notification as undeliverable after three (3) attempts; **[c]** the return of any other notification as undeliverable; **[d]** a potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** a potential Winner's failure to provide Sponsor/Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[f]** a potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release ("**Affidavit**") within five (5) business days after its mailing; **[g]** a potential Winner's failure to provide any required additional information upon Sponsor's and/or Administrator's request including, without limitation, any applicable tax forms; **[h]** a potential Winner's failure to validly claim the Prize by March 31, 2017; and **[i]** any other non-compliance with these Rules. In the event of a disqualification of the Winners or forfeiture of Prize, the Sponsor may, in its sole discretion, select or not select an alternate potential Winners and award or not award the forfeited Prize.

8. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

One (1) Grand Prize ("Grand Prize"): One (1) Grand Prize Winner will receive: (i) Thirty (30) Disney-branded books for Grand Prize Winner's home library; and (ii) the Sponsor will make a donation of 400 Disney-branded books ("**Grand Prize Donation**") to the school the Grand Prize Winner attends if they are a Minor, or the school their child or grandchild attends if they are not a Minor. If the Grand Prize Winner is not a Minor and does not have a child or grandchild, then the Grand Prize Donation will be made to a school or library in Grand Prize Winner's community at Sponsor's discretion. ARV: up to \$4,500.

Five (5) First Prizes (each a "First Prize"): Five (5) First Prize Winners will receive a Frozen Pop-Up Book. ARV: \$45. Total ARV of First Prizes: \$225.

Total ARV of all Prizes: up to \$4,725.

Grand Prize and First Prize are collectively referred to herein as, “**Prize**”.

All taxes (including, without limitation, federal, state and local taxes, income and withholding taxes, sales taxes), on or connected with the Grand Prize or each First Prize, and the reporting consequences thereof, are solely the responsibility of the Grand Prize or First Prize Winners. The Grand Prize Winner will receive an IRS Form 1099-MISC reflecting the final actual value of his/her Prize. If any Winner is a Minor, as defined by their state of primary residence, 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 documents and taxes. If the actual value of any Prize is less than the stated ARV, the difference will not be awarded. Any depiction of any Prize is for illustrative purposes only and may not reflect the actual Prize won. Prizes are not redeemable for cash or transferable, except Prizes are transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator’s sole discretion, a prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen Prize. Prizes will be awarded provided a sufficient number of eligible Entries are received. If any Prize remains unclaimed after March 31, 2017, then no alternate Winners will be selected, nor unclaimed Prizes awarded. 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.

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 the Prize you may win, you (or if a Minor, your Parent) 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 these 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]** 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 in perpetuity 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 (a "Force Majeure") beyond the Sponsor's and/or 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, Sponsor and/or 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 any potential Winner by such method as Sponsor and/or Administrator in their sole discretion shall consider equitable; **[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 the Winners; **[i]** any portion of a Prize not accepted or used by any Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of any potential Winners 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 the 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 unavailability of any Prize, and if such occurs, the Prize will be substituted with a Prize of equal or greater value; **[s]** any Winner’s acceptance of any 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.

11. RULES & WINNER’S LIST: For the name of the Winners (after March 31, 2017 and before April 7, 2017) and/or Rules (before February 4, 2017), send a self-addressed, stamped envelope to: Magic of Storytelling Sweepstakes, Winners/Rules, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, 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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