

# SAY ALOHA TO AULANI SWEEPSTAKES

## OFFICIAL RULES

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

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

***VOID WHERE PROHIBITED.***

**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. ENTRY:** You may enter this Sweepstakes via the internet during the period beginning at 12:00 A.M., September 23, 2015 and ending at 11:59 P.M., October 26, 2015 (“Entry Period”). For purposes of these Official Rules (“Rules”), all times and days are Pacific Time (“PT”). You must be a registered Disney.com member (“Member”) to enter. Visit <http://www.disney.com/SayAlohaToAulani> (“Website”) and select the “Enter” button. You will need to log in with your user name or Address (as defined below) and password or if you are not a registered Member, you will need to create an account. Once you are logged in, you will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the “Enter” button to complete your entry (“Entry”).

If you are not a Member, 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. Normal internet access and usage charges imposed by your on-line service will apply. Sponsor’s computer is the official time-keeping device for the Sweepstakes. It is your sole responsibility to notify the Sponsor of a change in your email address (“Address”). To do so, go to <https://disneyprivacycenter.com/communication-choices/>, log into your account with your user name and password, click on “Modify” and follow the instructions on how to change the Address.

**4. ELIGIBILITY:** Open only to persons, who are, as of Entry, not minors (“Minor”) as defined by their state of primary residence , and who are legal residents of, and physically located within, the 50 United States or D.C. (collectively, “Territory”), and are not employees of Sponsor, Administrator, their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “Entities”); nor members of their households or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses). Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**5. LIMITATIONS:** All Entries must be received by 11:59 P.M. on October 26, 2015. Entries are limited to one (1) Entry per Member for each day during the Entry Period, whether a Member has more than one Address or more than one person uses the same Address. 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 3 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries from persons residing, or physically located, outside the Territory; for Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, internet service provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant’s email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of

the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in disqualification at Sponsor's and/or Administrator's sole discretion.

**6. GRAND PRIZE: One (1) grand prize ("Grand Prize") will be awarded.** Grand Prize consists of a five (5) day / four (4) night trip for winner ("Grand Prize Winner") and three (3) companions (each companion individually, a "Guest" or collectively, "Guests") (collectively the Guests and Grand Prize Winner may be referred to herein as the "Group") to Honolulu, HI ("Trip"). Grand Prize consists of the following elements: **[a]** hotel accommodations at Aulani, a Disney Resort & Spa in Ko Olina Hawai'i (one (1) standard room/quad occupancy, including room tax) for four (4) consecutive nights; **[b]** if Grand Prize Winner's residence is located other than on the Island of Oahu, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Prize Winner's residence ("Airport of Origin") and the Honolulu International Airport; **[c]** if air transport is provided, airport/hotel transfers. Approximate retail value ("**ARV**"): **\$5,204** which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. Travel is subject to the restrictions and conditions set forth herein. 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, round-trip transportation between Grand Prize Winner's residence and the hotel if Grand Prize Winner resides on the Island of Oahu, 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. **Grand Prize Winner must provide a minimum of forty-five (45) days advance notice of desired departure, book Trip by March 1, 2016 and Group must commence travel by September 29, 2016, or the Grand Prize will be forfeited in its entirety and no additional Grand Prize element substituted.** Travel and lodging are subject to availability, certain restrictions, holiday blackout dates and Sponsor's approval. Blackout dates include Thanksgiving, December 20, 2015 – January 3, 2016, March 18, 2016 – April 18, 2016, June 15, 2016 – August 15, 2016 and holiday

weekends (determined by Sponsor at their sole discretion). 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, airfare fluctuations and resort charges 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. Grand Prize is not redeemable for cash or transferable. No substitution of the Grand Prize or any portion thereof allowed except, at Sponsor's sole discretion, a Grand Prize of equal or greater value may be substituted. Sponsor reserves the right at its sole discretion to substitute the Grand Prize or any portion thereof with another Grand Prize of equal or greater value (or cash equivalent) in the event that the Grand Prize (or any component thereof) is not available. Sponsor 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 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. All travel arrangements are to be administered by Sponsor or its designee and Sponsor shall determine airline and flight itinerary in its sole discretion. Group will be required to travel on identical itineraries including the same departure city and date, destination and return date. A Minor may not participate in the Trip unless accompanied by his/her parent or legal guardian, who shall count as one of the allotted members of the Group. Each member of the Group will be required to provide a valid government issued photo ID at time of travel. 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 in the

Grand Prize). If Grand Prize Winner elects to travel or partake in the Trip with no Guest or fewer than three (3) Guests, no additional compensation will be awarded. Air transportation, ground transfers, and accommodations must be taken together and cannot be taken separately.

All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of the Grand Prize is solely the responsibility of the Grand Prize Winner, who will receive an IRS Form 1099 reflecting the actual Grand Prize value. Grand Prize will be awarded provided a sufficient number of eligible Entries are received and Grand Prize is validly claimed by November 30, 2015 after which no alternate Grand Prize Winner will be selected, nor unclaimed Grand Prize awarded.

**7. PROCEDURES:** All Entries must be received during the Entry Period. On or about October 29, 2015, in a random drawing conducted by the Administrator, potential Grand Prize Winner 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.

**8. WINNER:** On or about October 30, 2015, the potential Grand Prize Winner will be notified via email, as appropriate, to obtain a mailing address as well as any additional required information or responses. Once mailing address is available, potential Grand Prize Winner will be sent paperwork by overnight delivery service. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Grand Prize Winner (if time permits) may result from any of the following: **[a]** potential Grand Prize 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]** potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** potential Grand Prize Winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[f]** potential Grand Prize Winner's failure to provide any required additional information upon Administrator's request; **[g]** potential Grand Prize Winner's failure to execute and return an Affidavit of

Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[h]** potential Grand Prize Winner's failure to book Trip by March 1, 2016 and commence travel by September 29, 2016 except for the blackout dates of Thanksgiving, December 20, 2015 – January 3, 2016; March 18, 2016-April 18, 2016, June 15, 2016-August 15, 2016 and holiday weekends (determined by, and subject to change at the sole discretion of, Sponsor); **[i]** potential Grand Prize Winner's failure to validly claim the Grand Prize by November 30, 2015, and **[j]** any other non-compliance with the Rules. In the event of any Grand Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Grand Prize to an alternate Grand Prize Winner. All Guests will be required to execute a Release of Liability prior to ticketing.

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

**10. CONDITIONS:** By entering this Sweepstakes and/or accepting any Grand Prize you may win, you agree that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]** you will abide by and be bound by the Rules, the Sponsor's and/or Administrator's decisions, which are final and binding, and 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 Grand Prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[e]** the Grand 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]** Grand Prize Winner's acceptance of Grand Prize constitutes the grant to Sponsor and assigns of an unconditional right to use Grand Prize Winner's name, address (city and state only), voice, likeness, photograph, biographical and Grand Prize information and/or statements about the Sweepstakes for any programming, publicity,

advertising and promotional purposes without additional compensation, except where prohibited by law; **[g]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select the Grand Prize Winner by such method as Sponsor 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; **[h]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to, errors in the advertising, Rules and selection and announcement of the Grand Prize Winner; **[i]** any portion of the Grand Prize not accepted or used by Grand Prize Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of the Grand Prize Winner to accept or use the Grand 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 any Grand 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]** 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 Grand Prize award procedures at its sole discretion; **[r]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Trip, and if such occurs, the Grand Prize will be substituted with a Grand Prize of equal or greater value; **[s]** Grand Prize Winner's acceptance of the Grand Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Grand Prize ("Fulfillment Film"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[t]** Sponsor's use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; **[u]** Sponsor shall have the right to make such changes to the Fulfillment Film and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; and **[v]** a Trip cannot be sold, nor can any Grand Prize Winner charge Guests for participating in the Trip.

**11. RULES & WINNER'S LIST:** For the name of the Grand Prize Winner (after November 16, 2015 and before December 31, 2015) and/or Rules (before October 26, 2015), send a self-addressed, stamped envelope to: Say Aloha To Aulani Sweepstakes, Winner/Rules, c/o Ventura Associates, Dept. BW, 60 East 42nd Street, NYC, NY 10165, designating either Winner's list or Rules. A copy of the Rules may also be obtained by printing this web page.