

# MAGICAL MOMENTS 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:** During the period beginning at 12:00:00 P.M., August 12, 2014, and ending at 11:59:59 P.M., September 23, 2014 (“Entry Period”), as a registered member (“Member”) of Disney.com, you, as the entrant (“Entrant”) may enter this Sweepstakes via the Internet by visiting <http://www.partners.disney.com/magical-moments-sweepstakes> (“Website”), logging in with your Member Name and password, following the “How to Enter” instructions and clicking on the “submit” button. After the initial registration, users may enter once per day for a total of forty-three (43) entries (individually and collectively, “Entry” or “Entries”).

If you are not a Member, you may become a Member for free by visiting the Website and registering by providing the requested information on the registration form through the link on the site: “Not registered?” If you are already registered on Disney.com, you may log on to the site with your user name and password and follow the instructions (as described above) to enter the Sweepstakes. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor of a change in your email address (“Address”). To do so, go to <http://register.go.com/memberservices/home>, log into your Disney.com account with your Member name and password, click on “Modify” and follow the instructions on how to change the Address. For purposes of these Official Rules (“Rules”), all times and days are Pacific Standard Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

Members will be required to click where indicated to signify that they accept and agree to be bound by the Terms of Use ("TOU") currently located at [www.DisneyTermsOfUse.com](http://www.DisneyTermsOfUse.com), these Rules and the decisions of the Administrator and Sponsor; which are final and binding in all respects. In the event of any discrepancy or inconsistency between the terms of these Rules and the Privacy Policy (as defined in section 8 below) and/or TOU, the terms of these Rules shall govern.

**4. LIMITATIONS:** All Entries must be received by 11:59:59 P.M., September 23, 2014. Entries are limited to one (1) Entry per person/Address for each day during the Entry Period, whether one person has more than one Address or more than one person uses the same Address. In 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.

Open only to persons, who are, as of Entry, not minors as defined by their state of primary residence ("Minors"), 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, Kimberly-Clark or 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). Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, internet service provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical,

printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in disqualification at Administrator's sole discretion. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**5. PRIZES ("Prize" or "Prizes"): THREE (3) GRAND PRIZES:** Three (3) grand prize winners will receive a Prize package which includes: **[a]** a five (5) day / four (4) night trip for winner ("Winner") and up to three (3) guests (the "Guests," and together with the Winner, the "Group") to Los Angeles, California ("City") on dates selected by Winner, subject to availability and approval by Sponsor, consisting of the following elements for the Group: **[i]** hotel accommodations (one standard room/quad occupancy, including room tax) for four (4) consecutive nights at an area hotel as selected by Sponsor in its sole discretion; **[ii]** \$500 hotel spa gift card; **[iii]** a shopping spree at the Disney Baby Store in Glendale, CA including round-trip ground transfers to and from hotel and a \$1000 Disney Store gift card; **[iv]** if Winner's residence is located more than two hundred fifty (250) miles from City, round-trip coach air transportation (with possible layovers) for the Group between a Sponsor-selected major metropolitan airport near Winner's residence ("airport of origin") and a Sponsor-selected major airport in or near City; but if Winner's residence is located two hundred fifty (250) miles or less from City, air transportation will not be provided; and **[v]** round trip ground transfers between the Sponsor-selected major airport in or near City and the area hotel ("Trip"). Actual Retail Value ("ARV"): \$6,500.00, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares; **[b]** a year's worth of diapers and wipes furnished by Kimberly-Clark (owner of the Huggies® brand). ARV: \$1,500; and **[c]** One (1) prize bundle of Disney Baby products valued at \$1000. ARV: \$1,000. Total ARV of Grand Prize: \$9,000.

**FIVE (5) RUNNER UP PRIZES:** Five runners up will receive **[a]** one (1) \$500 Disney Store gift card; and **[b]** a year's worth of diapers furnished by Huggies®. ARV: \$1,000. Total ARV of Runner Up Prize: \$1,500.

Total ARV of all Prizes: \$34,500. A total of eight (8) prizes will be awarded.

Limit one (1) Prize per person per address. All expenses not specifically mentioned herein are not included and are solely a Winner's responsibility, and for the grand prize Winner ("Grand Prize Winner"), 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 and telephone calls. All terms and conditions of the Disney Store gift card are applicable.

Travel, lodging and Prize elements are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. Grand Prize Winner must take Trip by September 30, 2015 or Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner at Sponsor's sole discretion. Blockout dates may apply. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. 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. If the actual value of a Prize is less than the stated ARV, the difference will not be awarded. Any depiction of any Prize, in advertising or otherwise, is for illustrative purposes only. Prizes are not redeemable for cash or transferable, except in the case of the grand prize which can be transferred to a surviving spouse residing in the same household. No substitution allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. Neither Sponsor nor Administrator will replace any lost, mutilated or stolen tickets, travel vouchers or certificates. 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. Prizes cannot be used in conjunction with any other promotion or offer. If the Grand Prize Winner chooses to bring less than three (3) Guests on the Trip, the Trip 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. Prizes will be awarded provided a sufficient number of eligible Entries are received and Prizes are validly claimed by October 17, 2014, after which date no alternate winners will be selected, nor unclaimed Prizes awarded.

In the event of a Prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited Prize to an alternate 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 (i.e. valid photo I.D, passport, etc.) before departure. All Guests will be required to execute a Release of Liability prior to ticketing. Anyone in the Group who is a Minor must be accompanied on the Trip by his/her parent as one of the Guests, who must sign and return all required documentation. Minors must be accompanied at all times during Trip (including, but not limited to, in-flight,

and all Prize-related events) by his/her parent. All taxes are solely the responsibility of each Winner, who will receive an IRS Form 1099 reflecting the value of his/her Prize. Runner Up Prizes will be delivered within 6-8 weeks from receipt of any required paperwork.

**6. PROCEDURES:** All Entries must be received during the Entry Period. On or about September 23, 2014, in a random drawing conducted by the Administrator, potential Winners 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. WINNERS:** On or about September 26, 2014, potential Winners will be notified via email, as appropriate, to obtain a mailing address as well as any additional required information or responses. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner (if time permits) may result from any of the following: **[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]** potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** potential 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 Winner's failure to provide any required additional information upon Administrator's request; **[g]** potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within ten (10) business days after its mailing; **[h]** Winner's failure to validly claim the Prize by October 17, 2014; **[i]** Grand Prize Winner's failure to book the Trip by December 31, 2014 (subject to change at the sole discretion of Sponsor); **[j]** Grand Prize Winner's failure to take the Trip by September 30, 2015 and **[k]** any other non-compliance with Rules.

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

**9. CONDITIONS:** By entering this Sweepstakes and/or accepting any Prize you may win, you agree that: **[a]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[b]** you will abide by and be bound by the Rules, the Sponsor's and/or Administrator's decisions, Privacy Policy and TOU; **[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]** the 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]** Winner's acceptance of Prize constitutes the grant to Sponsor and Sponsor's affiliates (including Disney Consumer Products, Inc. ("DCP")) 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 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; **[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 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 Winners; **[i]** any portion of the Prize not accepted or used by a Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of a Winner to accept or use the 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 TOU, 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 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 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 Prize will be substituted with a Prize of equal or greater value; **[s]** a Winner's acceptance of the Prize constitutes the grant of an unconditional right to Sponsor and Sponsor's affiliates (including DCP) to photograph, film, or otherwise capture the fulfillment of the Prize ("Fulfillment Film"), and Sponsor and its affiliates (including DCP) 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; **[v]** Sponsor has the right to conduct a background check ("Check") of any and all records of a Grand Prize Winner including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[w]** Sponsor has the right to conduct a Check of any and all records of the

Guests including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[x]** Sponsor may take all steps necessary to corroborate any information provided to Sponsor by a Grand Prize Winner and his/her Guests, and he/she will be obligated to provide necessary contacts and information for the Check, and **[y]** if any felony or misdemeanor conviction is found, or if there is anything that conflicts with Sponsor's image, Sponsor has the right, in its sole discretion, to disqualify the Grand Prize Winner or the Guests from participating in a Trip or portions of a Trip and to pay the Grand Prize Winner, but not the Guests, a cash substitute for a Trip or those portions that are removed, and **[z]** a Trip cannot be sold, nor can any Grand Prize Winner charge Guests for participating in the Trip.

**10. RULES & WINNERS LIST:** For a winners list (after October 23, 2014 and before November 7, 2014) and/or Rules (before September 23, 2014), send a self-addressed, stamped envelope to: Magical Moments Sweepstakes, Winner/Rules, c/o Ventura Associates, ATTN: BW, 60 East 42nd Street, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.