

DISNEY BRAGG REPORT SPLATDOWN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE/PAYMENT OR TEXT MESSAGE NECESSARY TO ENTER OR WIN.

A PURCHASE/PAYMENT OR TEXT MESSAGE WILL NOT IMPROVE ONE'S CHANCES OF WINNING.

MANY WILL ENTER. ONE WILL WIN.

1. SPONSOR: ABC Cable Networks Group, dba Disney Channel ("Sponsor"), 3800 W. Alameda Avenue, Burbank, CA 91505.

2. ADMINISTRATOR: Ventura Associates International LLC, 60 East 42 Street, New York, NY 10165 ("Administrator"), an independent judging organization whose decisions are final and binding with respect to the sweepstakes ("Sweepstakes").

3. ENTRY: You may enter this Sweepstakes in one (1) of two (2) ways during the period beginning at 11:00:00 A.M., May 14, 2015 and ending at 11:59:59 P.M., June 14, 2015 ("Entry Period"). For purposes of these Official Rules ("Rules"), all times and days are Pacific Time.

(a) **SMS TEXT ENTRY:** You may enter this Sweepstakes, by sending on your cell phone ("Cell") the keyword "SPLATDOWN" as an SMS text message to the SMS shortcode 347639 (Disney) ("SMS Entry"). SMS Entrants will receive a confirmation SMS text message on their Cell. All Cell entrants must have a text messaging two-way capable phone and digital and SMS service in order to enter the Sweepstakes using the text messaging method. Standard carrier-messaging and data charges may apply to each text message sent and received. Text messaging may not be available in all areas. **If you are a minor, as defined by state of primary residence, ("Minor") you must have the permission of your parent/legal guardian ("Parent") to enter via SMS Entry. By entering via SMS Entry you grant to Sponsor/Administrator your consent to call your Cell should you be selected a potential winner.**

(b) **ONLINE ENTRY:** As a registered member (“Member”) of Disney.com, you may enter by logging onto Disney.com/SplatDown (“Website”), logging in with your Member Name and Password and following the “How to Enter” instructions (“Online Entry”). 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?” After registering, you may enter the Sweepstakes by following the above instructions. Parent of a child under the age of 13, who has not previously registered, will be sent an email notifying him/her of the child’s registration and Online Entry into this Sweepstakes. No response by the Parent to the email is required for the child to enter: however, if the Parent does not want his/her child to enter, Parent may click on a link in the email and complete the steps required to cancel the child’s Online Entry and delete the child’s information. 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 or your Parent’s email address (“Address”). To do so, go to <http://register.go.com/go/memberservices/home>, log into your Website account with your Member Name and Password, click on “Modify” and follow the instructions on how to change the Address.

“Entry” shall mean and refer to each SMS Entry and Online Entry.

4. ELIGIBILITY/LIMITATIONS: All Entries must be received by 11:59:59 P.M., June 14, 2015. **Entries are limited to one (1) Entry per person/Cell/Address per day (regardless of method of Entry or whether one person has more than one Cell/Address or more than one person use the same Cell/Address). Maximum of 32 Entries allowed per person/Cell/Address during the Entry Period.** 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 Cell/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 date of Entry, between the ages of 10 and 18 (inclusive) (“Child”) or a Parent of an eligible Child, legal residents of, and physically located within, the 50 United States or D.C., (collectively, “Territory”) and not employees of Sponsor, Administrator, Nintendo of America Inc. (“Nintendo”), or 3ci; 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 Parent, spouse, siblings and the spouses of each). In order to be eligible to enter or win, you must not have been convicted of, or charged with, a felony or crime of moral turpitude or have anything in your background that could potentially cause harm to the Sponsor's image, as determined by Sponsor in its sole discretion. Sponsor shall be the final determinate on all eligibility questions and/or issues and such determinations shall be final.

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; lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections, telephone or Cell text messaging availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software or text message malfunctions, 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 or Cell accounts to register more than the number of Entries allowed by these Rules may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES: ONE (1) GRAND PRIZE ("Grand Prize" or "Prize"): A three (3) day / two (2) night trip for Grand Prize winner ("Grand Winner" or

“Winner”) and three (3) guests (the “Guests,” and together with the Winner, the “Group”) to the Los Angeles, CA area (“City”), on Sponsor-selected dates to visit the Radio Disney Studio to meet Joey Bragg, subject to availability (“Meet and Greet”), consisting of the following elements for the Group (“Trip”): **[1]** hotel accommodations (one standard room/quad occupancy, including room tax) for two (2) nights; **[2]** a Meet and Greet (subject to availability) with Joey Bragg at the Radio Disney Studios in Los Angeles, CA where Grand Winner (only) will have opportunity to play the Splatoon video game with him; **[3]** hotel/Meet and Greet transfers; **[4]** if Grand Winner’s residence is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near Grand Winner’s residence (“airport of origin”) and a Sponsor-selected airport in or near the City; but if Grand Winner’s residence is located two hundred fifty (250) miles or less from the City, round-trip ground transportation via a Sponsor-selected method between Grand Winner’s residence and the hotel; **[5]** airport/hotel transfers if air transportation is provided, and **[6]** for Grand Winner only, one (1) Wii U Deluxe Set system and one (1) Nintendo Splatoon video game for the Wii U game system. All expenses not specifically mentioned herein are not included and are solely the Grand Winner’s responsibility, including but not limited to: round trip transportation between the Grand 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. Travel, lodging, and Meet and Greet are subject to availability, certain restrictions, blackout dates and Sponsor’s approval. Prize components may be adjusted at the Administrator’s discretion. Airline carrier and hotel regulations and conditions, including any age restrictions and requirements, apply. Grand Winner must complete Trip on Sponsor-selected dates and **no later than June 30, 2016**, or Prize will be forfeited in its entirety and, at Sponsor’s discretion, awarded to an alternate winner. Travel arrangements 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 Winner to follow such schedule shall not obligate Sponsor in any way to provide him/her with alternate arrangements. Releasees are not responsible for airline cancellations or delays. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate retail value (“ARV”) for Prize: \$6,060 which will vary

depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. If the actual value of Prize is less than the stated ARV, the difference will not be awarded. Any depiction of Prize is for illustrative purposes only and may not reflect the actual prize won. Prize is not redeemable for cash or transferable, except Prize is transferable to a surviving spouse residing in the same household. No substitution allowed except, at Administrator's sole discretion, Prize of equal or greater value may be substituted. Administrator will not replace any lost or stolen Prize. Prize elements may not be separated. Prize cannot be used in conjunction with any other promotion or offer. Prize will be awarded provided a sufficient number of eligible Entries are received, and Prize is validly claimed by August 30, 2015, after which no alternate Winners will be selected, nor unclaimed Prizes awarded.

6. PROCEDURES: All Entries must be received during the Entry Period. On or about, June 22, 2015 in a random drawing conducted by the Administrator, the potential 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.

7. WINNER: On or about June 23, 2015, the potential Winner will be notified via email or cell phone, as appropriate, to obtain his/her mailing address as well as any additional required information or responses. Once a mailing address is available, the potential Grand Winner will be sent paperwork by overnight delivery service. All legal responsibilities of a Minor entrant under the Rules will be assumed by a Parent; and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** a potential Winner's failure to respond to notification within **two (2) business days** after transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notice or a prize as undeliverable; **[4]** the potential Winner's failure to provide Administrator with satisfactory proof of age, identity, residency and Minor winner's consent of Parent; **[5]** the potential Winner's failure to provide Administrator with satisfactory proof that he/she (or Parent) is the authorized account holder of the Cell or Address associated with the winning Entry; **[6]** the potential Winner's failure to provide required additional information upon Administrator's request; **[7]** the potential Winner's failure to execute and

return an Affidavit of Eligibility/Liability/Publicity Release within **five (5)** business days after its mailing; **[8]** the potential Winner's failure to be available to make the Trip on a Sponsor-selected date before June 30, 2016; **[9]** a potential Winner's failure to validly claim any prize by August 30, 2015 and **[10]** any other non-compliance with Rules. In the event of any 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 each member of the Group is solely responsible for obtaining any and all necessary travel documents (i.e. valid photo I.D, 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 Group. All taxes are solely the responsibility of the Winner who will receive an IRS Form 1099 reflecting the value of his/her Prize.

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 a Prize, you agree that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[2]** you will abide by and be bound by the Rules and the Sponsor's/Administrator's decisions and the Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be returned; **[4]** 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 any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[5]** the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or Prize; **[6]** the Winner's acceptance of the 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 without additional compensation, except where prohibited by law; **[7]** 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 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, except where prohibited by law, Administrator 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 a Winner by such method as Administrator in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[8]** 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, selection and announcement of the Winner and distribution of the Prize; **[9]** any portion of the Prize not accepted or used by the Winner will be forfeited; **[10]** the Releasees are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; **[11]** the Administrator has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(a)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(b)** violating the Rules; **(c)** 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; **(d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(e)** for any other good cause as determined solely by the Administrator; **[12]** Administrator 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; **[13]** 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 Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[14]** 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; **[15]** all Claims shall be resolved individually, without resort to any form of class action; **[16]** 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 he/she 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; **[17]** Administrator has the right to modify Prize award procedures at its sole discretion; **[18]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Meet and Greet, and if such occurs, the Prize will be awarded without that particular element(s) of the Prize; **[19]** Winner's acceptance of the Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Prize ("Fulfillment Filming"), 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 Filming 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; **[20]** Sponsor's use of the Fulfillment Filming 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; **[21]** Sponsor shall have the right to make such changes to the Fulfillment Filming 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 the Fulfillment Filming 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; **[22]** Administrator has the right to conduct a background check ("Check") of any and all records of each member of the Group, including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[23]** Administrator may take all steps necessary to corroborate any

information provided and each member of the Group will be obligated to provide necessary contacts and information for the Check; **[24]** if the results of such Check yield any felony, crime of moral turpitude charges or conviction(s) or indicates anything that could potentially cause harm to the Sponsor's image, Sponsor reserves the right in its sole discretion, to disqualify any potential or actual Winner and Sponsor will have no further obligation to said potential or actual Winner; **[25]** the **Meet and Greet cannot be sold, nor can Grand Winner charge members of his/her Group for participating in the Grand Prize;** **[26]** your Parent is solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes, and **[27]** Nintendo is not a sponsor, co-sponsor or administrator of the Sweepstakes.

10. RULES & WINNERS' LIST: For a list of winners (after June 30, 2015 and before August 30, 2015) and/or Rules (before June 14, 2015), send a self-addressed, stamped envelope to: Disney Bragg Report Splatdown Sweepstakes, c/o Ventura Associates International, LLC, ATTN: BW, 60 East 42 Street, NYC, NY 10165. A copy of the Rules may also be obtained by printing this web page.

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