

JOHN CARTER: JOURNEY TO AULANI 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. FEW WILL WIN.

1. SPONSOR: Disney Online, 500 South Buena Vista St., Burbank, CA 91521, is solely responsible for all aspects of this sweepstakes ("Sweepstakes").

2. ENTRY: You may enter this Sweepstakes in one of two (2) ways during the period beginning at 12:01 A.M., February 6, and ending at 11:59:59 P.M., March 23, 2012 ("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 "CARTER" or "JohnCarter" or "Journey" or "Aulani" or "Hawaii" or "Barsoom" or "Discover" as an SMS text message to the SMS short code 347639 (**Disney**) ("SMS Entry"). Message and data charges may apply to each text message sent and received. 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. Text messaging may not be available in all areas. **If you are a minor (as defined by your 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 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/JohnCarterSweeps ("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?” Upon becoming a Member by registration, you may enter the Sweepstakes by following the above instructions... Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Administrator if you or your Parent change 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 and Online Entry.

3. LIMITATIONS: All Entries must be received by 11:59:59 P.M., March 23, 2012 **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 47 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 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Open only to persons, who are, as of Entry, 13 or older, legal residents of, and physically located within, the 50 United States or D.C., (collectively, “Territory”) and not employees of Sponsor, its 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, child, spouse, siblings and the spouses of each). 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 or cell phone 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 phone accounts to register more than the **one (1) Entry per person/Cell/Address per day** allowed by these Rules may result in disqualification at Administrator's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

4. PRIZE: ONE (1) GRAND PRIZE: A five (5) day / four (4) night trip for winner and three (3) companions (individually, "Guest" and collectively "Group") to Honolulu, HI, on Sponsor-selected dates; ("Trip"), consisting of the following elements for the Group: **[a]** hotel accommodations at Aulani, a Disney Resort and Spa in Ko Olina Hawai'i (one standard room/quad occupancy, including room tax) for four (4) nights; **[b]** \$500 room credit/spending money; **[c]** if 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 winner's residence ("airport of origin") and the Honolulu International Airport; **[d]** if air transport is provided, airport/hotel transfers, and Approximate retail value ("ARV"): \$5,000, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and any airport of origin, round-trip transportation between winner's residence and the hotel if winner resides on the Island of Oahu, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's

approval. Airline carrier and hotel regulations and conditions apply. Winner must take Trip on Sponsor-selected dates during the period beginning May 1, 2012 and ending April 30, 2013, or Trip will be forfeited in its entirety. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Any depiction of the prize is for illustrative purposes only. Prize is not redeemable for cash or transferable, except 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. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Prize elements may not be separated. Airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code share flights may be used. Prize cannot be used in conjunction with any other promotion or offer. The prize will be awarded provided it is validly claimed by May 1, 2012, after which no alternate winner will be selected, nor unclaimed prize awarded.

5. PROCEDURES: All Entries must be received during the Entry Period. On or about March 23, 2012, in a random drawing conducted by the Sponsor, the potential winner will be selected from all eligible Entries received. The decisions of the Sponsor shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

6. WINNER: The potential winner will be notified on or about March 30, 2012, via email or cell phone, as appropriate, to obtain his/her mailing address as well as any additional required information or responses. All legal responsibilities under the Rules of a Minor 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 Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** potential winner's failure to respond to notification within 2 business days after transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[4]** potential winner's failure to provide Sponsor with satisfactory proof that he/she (or Parent) is the authorized account holder of the Cell or Address associated with the winning Entry; **[5]** potential winner's failure to provide required additional information upon Sponsor's request; **[6]** potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after it is emailed; **[8]** potential winner's

failure to be available to take the Trip on Sponsor-selected dates [9] potential winner's failure to validly claim the prize by May 1, 2012 and [10] any other non-compliance with Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. The winner and all Guests must travel together on the same itinerary and are solely responsible for obtaining 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, who must sign and return all required documentation. Minors must be accompanied at all times during the Trip (including, but not limited to, in-flight, hotel stay, and all prize-related events) by his/her Parent. All taxes are solely the responsibility of the winner; who will receive an IRS Form 1099 reflecting the value of his/her prize.

7. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at http://disney.go.com/corporate/privacy/pp_wdig.html.

8. CONDITIONS: By entering this Sweepstakes and/or accepting the prize you may win, 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 decisions and 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 the 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 Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or prize; [6] 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 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, 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 a 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; **[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 and selection and announcement of the winner; **[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 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: **(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 Sponsor; **[12]** 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; **[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 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; **[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 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; **[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 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]** Sponsor has the right to modify prize award procedures at its sole discretion and **[18]** you (or your Parent) are solely responsible for all fees incurred through your wireless phone service for text messages associated with participation in this Sweepstakes

9. RULES & WINNER'S LIST: For name of winner (available after March 30, 2012 and before April 30, 2012) and/or Rules (before March 30, 2012), send a self-addressed, stamped envelope to: John Carter Aulani Sweepstakes, Winner/Rules, 500 S. Buena Vista Street, Burbank, CA 91510-0189. A copy of the Rules may also be obtained by printing this web page.

WAKEUPWORLDRED (1-31-12) #4845