Official Rules DO YOU HAVE THE MILLION DOLLAR ARM CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 13 YEARS OF AGE OR OLDER AT TIME OF ENTRY. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ENTRY REQUIRES INTERNET ACCESS.

Entrants under the age of 18 must have permission from their parent or legal guardian in order to enter.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. By providing information, you are providing information to Sponsor and not to Facebook.

1. Contest Period: The Do You Have the Million Dollar Arm Contest (the "Contest") commences March 31, 2014 at 12:00:00 pm Pacific Time ("PT") and ends April 23, 2014 at 11:59:59 pm PT (the "Contest Period"). Entries submitted past the expiration of the Contest Period will not be accepted.

2. Sponsor and Administrator: The Contest is sponsored by Disney Online, d/b/a Disney Interactive, located at 1200 Grand Central Avenue, Glendale, California 91201 ("Sponsor"), and administered by Brandmovers, Inc., ("Administrator").

3. Eligibility: The Contest is open to legal residents of the fifty (50) United States and District of Columbia who are at least 13 years of age or older at the time of entry. Employees of Sponsor, and its parent, affiliates, subsidiaries and members of their immediate families or persons residing in the same household are not eligible to enter or win. You are also not eligible if you or any member of your immediate family or household (whether or not related) is an employee, officer or director of (1) Sponsor or Administrator, or any of their parent companies, affiliates or subsidiary companies (collectively, the "Contest Parties"), (2) any of the Contest Parties' other Contest partners, advertising or Contests agencies, sponsors of Contest materials, internet Contest developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, Contest, administration or execution of the Contest ("Contest Entities"). "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

Note: Anyone can participate but only persons complying with the Eligibility requirements above, including the residency requirements, can win.

4. How to Enter and Win: To enter the Contest, an Entrant ("Entrant") must first visit our website at <u>www.disney.com/MillionDollarArm</u> ("Website"), and find the free Million Dollar Arm game ("Game"), go to the Contest section of the game and enter your date of birth, agree to the official rules ("Official Rules"), Register/Sign-In through Facebook Connect, and start playing the Game. If Entrant does not have a Facebook account, Entrant must register by visiting <u>www.facebook.com</u> ("Facebook") and register for free. Registration for and use of the Facebook system and other Facebook applications are subject to Facebook's terms and conditions, and Sponsor has no responsibility with respect to such

registration use. Once Registered/Signed-In, each time Entrant plays Game, his/her points will automatically post on the leaderboard available within the Game. If Entrant has not signed-in, he/she will have the opportunity to do so after game play in order to post on the leaderboard available within the game. <u>Please note</u>: you MUST Register/Sign-in through Facebook Connect to post your score on the leaderboard and be eligible to become a winner. Play the Game as many times as you want throughout the Contest Period, but there is a limit of one (1) winner per person/household. In the event of a dispute regarding the identity of Entrant, Entrant will be deemed to be the registered account owner listed on the Facebook account used to enter the Contest.

The top scoring Entrant with the most points as posted on the leader-board as of 12:00:00 a.m. PT on April 24, 2014 will be deemed the Grand Prize winner. In the event of a tie, the winner will be deemed the person who was first to post their winning points on the leader-board from among all tying Entrants. Sponsor is not responsible for any technical delays, or atmospheric conditions that may disrupt the downloading of the Game, completion, submission or participation of Registration or Signing-In through Facebook Connect, Game play, posting scores on the leader-boards, or any other participation or any other problems which might or might not result in connection with this Contest.

5. **Winner notification:** Winner will be notified by Administrator on or about April 24, 2014 by email or through Facebook. Winner must respond to the winner notification within 24 hours, or winner will forfeit the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Upon receiving winner response to the winner notification, winner will receive an Affidavit of Eligibility and Publicity/Liability Release that must be completed and returned to Administrator within **five (5)** business days of receipt of such documents. Failure to abide by this timeline will result in disqualification of the Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. If any winner is deemed a minor in the state of his/her residence, the Affidavit of Eligibility and Publicity/Liability Release must be completed by his/her parent/legal guardian.

6. Prizes: One (1) Grand Prize will be awarded. A trip for four (4) to Pittsburg, PA to attend a Cardinals v. Pirates Major League Baseball game; including round-trip coach airfare from major airport nearest winner's residence to Pittsburg, PA; four (4) nights hotel accommodations at a Sponsor-specified hotel in Pittsburg (one room, quad occupancy); attendance for winner and guests to an Advanced Screening of Million Dollar Arm on May 10, 2014 in Pittsburg, PA; four (4) tickets to the May 11, 2014 Cardinals v. Pirates game; ground transportation to/from airport/hotel; and a \$200.00 Gift Card for travel and food expenses. Approximate Retail Value ("ARV"): \$4,300. If any winner resides within 250 miles of Pittsburg, PA, winner will receive ground transportation in lieu of airfare. Any difference between the actual retail value and the stated retail value will not be awarded. Winner must depart on May 9, 2014 and return on May 12, 2014 or prize will be forfeited and may be awarded to an alternate winner, time permitting. All expenses not specified herein are the winner's responsibility. Winner and guests must travel on the same itinerary. Any guest that is deemed a minor in the state of his/her residence must travel with a parent/legal guardian. If winner is deemed a minor in the state of his/her residence, his/her parent/legal guardian must travel with the winner and be deemed one of the guests. Seats to the game are at Sponsor's sole discretion. Sponsor is not responsible for any game or event delays or cancellations. If the game or the event is delayed, winner will not receive that game or event as part of the prize. Prizes will be awarded "as is" with no warranty or guarantee express or implied by Sponsor. Winner may not substitute, assign or transfer any Prize or part thereof, or redeem Prize for cash, but

Sponsor reserves the right, at its sole discretion, to substitute the Grand Prize (or any portion thereof) with one of comparable or greater value. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, certificates or prizes. Grand Prize cannot be used in conjunction with any other Contest or offer and airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles. Once passengers are ticketed, an airline change fee must be paid by the winner to change flights or dates of travel. Additional costs including, but not limited to, seat assignments, baggage fees, etc. are determined by selected airline and will be the responsibility of the Winner.

Sponsor is not responsible if the Grand Prize, or any part thereof, cannot be awarded due to travel cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control, and shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto). The Contest Entities and Contest Parties shall not be responsible for any loss or damage to baggage.

All expenses not specified herein are the Winner's responsibility. Taxes on and in connection with a Prize are a Winner's sole responsibility; Sponsor or its designated agent may issue a Form 1099 to a Winner for prizes with an ARV of \$600 or more. Prizes are not transferable. All gift certificates and/or gift cards awarded pursuant to this Contest shall be subject to the terms and conditions of the applicable certificates and cards, and the laws and regulations of the Winner's jurisdiction of residence.

7. General Release: By participating in this Contest, you (and if you are a minor, your parents or legal guardians) accept all risk and consequences of entry and participation in this Contest, and agree to release and hold Sponsor harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Contest, including but not limited to your entry and participation in this Contest, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Entrant shall indemnify Sponsor from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from or relating to entrant's violation or inaccuracy of any warranties or representations made relating to this Contest. Sponsor assumes no responsibility for errors that may occur in the transmission of an entry. Sponsor is not responsible for any fraud or misconduct on the part of any participants or entrants in this Contest. Should any participant or entrant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such person shall be subject to immediate disqualification. Sponsor reserves the right to terminate, modify or amend the Contest at any time if the fairness, integrity,

and/or proper administration of the Contest is jeopardized. IN NO EVENT SHALL SPONSOR BE LIABLE TO ENTRANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST. Entrant's sole damages shall be limited to entrant's actual out of pocket expenses, excluding attorneys' fees. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

8. Limitation on Liability: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to Sponsor. By entering, Entrant (or Entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) agrees to full Official Rules and to decisions of Administrator, or their designated agent, which are final and legally binding in all respects and further agree that Prize will be awarded upon the condition that Contest Entities and Contest Parties shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Contest or participation in or travel to any Contest related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Contest Entities and Contest Parties are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Contest or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or any element thereof. In the event of any such termination, Sponsor may attempt to select Potential Winners as described under the section titled "Contest Winner Selection" above, using all eligible, nonsuspect Entries received as of the date of action requiring such termination. Sponsor further reserves the right, at its discretion, to disgualify any individual who tampers with the entry process. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

9. Governing Law: By completing the act of entering the Contest, each Entrant (or Entrant's parent/legal guardian if entrant is deemed a minor in the state of his/her residence) agrees that the Contest shall be governed by the laws of the State of California, without regard to the conflicts of laws provisions of any jurisdiction, including California's, if those would apply the law of any state other than California's. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of the State of California.

10. Administration: Administrator is responsible for the collection, submission and processing of entries and the overall administration and execution of the Contest. Entrants should look solely to Administrator at its business addresses provided below with any questions, comments or problems related to the Contest.

11. Copy of Official Rules: For a copy of the Official Rules (before April 24, 2014), please send a stamped, self-addressed envelope to:

Do You Have The Million Dollar Arm Contest – "Official Rules" c/o Brandmovers, Inc P O Box 94079 Atlanta, GA 30377

12. Winner List: For a copy of the Winner List, send a stamped, self-addressed envelope to:

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Winner List will be available after September 22, 2013.

13. Administrator: Brandmovers, Inc. having a place of business at 1575 Northside Drive, Atlanta, GA 30319.

Any information provided in connection to the Contest will be handled according to the terms of Sponsor's Privacy Policy: <u>http://disneyprivacycenter.com/</u>