

# MARVEL SUPER HERO SEPTEMBER SWEEPSTAKES

## OFFICIAL RULES

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

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

***MANY WILL ENTER. FEW WILL WIN.***

- 1. SPONSOR:** Disney Consumer Products, Inc., 500 South Buena Vista Street, Burbank, California 91521-6709, is solely responsible for all aspects of this Sweepstakes ("Sweepstakes").
- 2. ADMINISTRATOR:** Ventura Associates International LLC, 60 East 42nd Street, New York, NY 10165, an independent judging organization whose decisions are final and binding with respect to this Sweepstakes.
- 3. ELIGIBILITY:** To be eligible for this Sweepstakes, at the time of entering you: **[a]** must be 13 years of age or older and a legal resident of, and physically residing in one of the fifty (50) United States, District of Columbia or Canada (excluding Quebec) ("Territory"); **[b]** must be a member ("Member") of Disney.com; **[c]** must not be an employee of Sponsor 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), and **[d]** must be willing to have your Online Submission (defined below) published in the gallery of the Website (defined below) or otherwise distributed, in connection with, or to promote, the Sweepstakes and/or Website. Not all Online Submissions will be published in the gallery.

If you are an eligible minor as defined by your state or province of primary residence ("Minor"), please get your parent or legal guardian ("Parent") permission to submit, and please refer below for information about the registration and submission process. If you are a United States citizen, you are considered a Minor as follows: **[a]** if you are younger than 19 years of age and your state of primary residence is Nebraska or Alabama; **[b]** if you are younger than 21 years of age and your state of primary residence is Mississippi, and **[c]** if

you are younger than 18 years of age and your state of primary residence is any of the remaining states. If you are a Canadian citizen, you are considered a Minor as follows: **[a]** if you are younger than 19 years of age and your province of primary residence is British Columbia, New Brunswick, Newfoundland, Labrador, Northwest Territories, Nova Scotia, Nunavut or Yukon, and **[b]** if you are younger than 18 years of age and your province of primary residence is any of the remaining provinces.

**4. SUBMISSION:** During the period beginning at 12:00:00 P.M. (noon), September 2, 2014, and ending at 11:59:59 P.M., October 15, 2014 ("Submission Period"), you as the entrant ("Entrant") may enter this Sweepstakes in one (1) of two (2) ways:

**(A) Online Submission:** As a registered Member of Disney.com, you may enter via the Internet by visiting [www.marvelsuperheroseptember.com](http://www.marvelsuperheroseptember.com) ("Website"), logging in with your Member name and password, following the "How to Enter" instructions and clicking on the "submit" button. To enter, an Entrant will be asked to submit the following: **[i]** a photo ("Photo") depicting how you (as the Entrant) power up like a Marvel Super Hero, and **[ii]** optionally, an editorial caption ("Caption") describing the Photo (individually and collectively, "Online Submission". Photo must **[i]** be less than 10MB in file size; **[ii]** be in jpg or png format; and **[iii]** if a Minor, (see details in section 3 above), is depicted in the Photo, the person submitting the Online Submission must be the Parent (or have Parent's permission). Optional Caption (if included) must be less than 140 characters and be in English.

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 defined in section 4 herein) 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 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. For purposes of these Official Rules ("Rules"), all times and days are Pacific 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 <http://disneytermsofuse.com>, these Rules and the decisions of the Sponsor and Administrator; 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 12 herein) and/or TOU, the terms of these Rules shall govern.

**(B) Mail Submission:** You do not need to submit an Online Submission in order to enter the Sweepstakes. As an alternative, you may hand print your full name, street address, city, state and zip code (no P.O. Boxes), home phone number, Address and birth date on a 3" x 5" piece of paper ("Card"). Insert Card inside a hand-addressed, stamped business size (#10) envelope, and mail to: Marvel Super Hero September Sweepstakes, c/o Ventura Associates International, 60 East 42<sup>nd</sup> Street, Dept. BW, Suite 650, NYC, NY 10165 ("Mail Submission"). All Mail Submissions must be postmarked by October 15, 2014 and received by October 22, 2014.

"Submission" shall mean and refer to each Online Submission and Mail Submission.

Each Submission received in accordance with these Rules that complies with all requirements of these Rules, will constitute a Submission into the Sweepstakes.

**Photos and Captions will not be judged.** Submissions will not be returned.

When creating your Online Submission, please adhere to the Do's & Don'ts below (and also posted on the Website). Instructions on how to create, register and upload your Online Submission are described below in Sections 6 and 7.

Registering and uploading your Online Submission are both free of charge.

## **DO's & DON'Ts**

### **Do's...**

- **Do get your parent's permission if you are a Minor.**  
Each Entrant who is a Minor must get permission from a parent, before submitting an Online Submission.
- **Do protect your privacy.**  
Say only your first name, and please, don't include anyone else's full name in your Online Submission.
- **Do be original.**  
Feel free to put your own spin on it.
- **Do be careful.**  
Take caution when creating your Online Submission.

- **Do be bright.**  
Use sunlight, light bulbs, whatever! Shoot with lots of light coming from behind the camera!
- **Do have fun!**

### **Don'ts...**

- **Don't show any prominent brands or logos.**  
That means no prominent and/or visible/recognizable use of brands (other than Marvel-branded items) on clothes, sneakers, in the background, or anywhere.
- **Don't include any names and/or likenesses of any person other than you in the Online Submission without first obtaining written permission from such person.**  
You will be responsible for getting written permission from any person included in your Online Submission.
- **Don't be rude or use profanity.**  
Avoid bad language, rude gestures, and other inappropriate stuff and for your safety, **don't try any risky moves.**

**5. LIMITATIONS:** Submissions are limited to one (1) Submission per person/ Address per day regardless of method of Submission or whether one person has more than one Address or more than one person uses the same Address. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including but not limited to establishing multiple email accounts, you may be disqualified from the Sweepstakes. Submissions by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Submission is prohibited.

Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Submissions from persons residing, or physically located, outside the Territory; Submissions 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 Submissions will be disqualified. Void in Quebec and wherever else prohibited and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations.

**6. HOW TO CREATE A SUBMISSION:** Sponsor will post instructions ("Instructions") on the Website for you to follow in the creation of your Submission. The specifications for the Submission are listed above in Rule #4. Any Submission that fails to meet Sponsor's specifications may be disqualified. All Submissions must be received during the Submission Period. Any Submission received after the Submission Period will be disqualified. Proof of submitting a Submission does not constitute proof of receipt or Submission into the Sweepstakes. The Sponsor will post "Do's and Don'ts" on the Website, and they are included in Rule #4 above as well.

**7. HOW TO SUBMIT A SUBMISSION:** Once you have created your Submission, you will be instructed on the Website on how to upload your Submission. You will be agreeing to the TOU of the Website and to these Rules. Furthermore, you grant Sponsor permission to email your Address regarding the possible use in any media of any Submission submitted by you. See Rule #14 [bb] for further information. Your Submission will be moderated prior to any posting on the Website. If your Submission does not pass moderation, it will not be included on the Website, and will not be eligible to be entered into the Sweepstakes.

**8. SUBMISSION REQUIREMENTS:** All Submissions must meet the following requirements and specifications to be eligible:

**a.** The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Sweepstakes. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website or any other Website and to grant to Sponsor the rights set forth below.

**b.** With the exception of when and if you use **Marvel-branded items**, the Submission must be your original work, and, must not infringe the copyright,

trademark, privacy, publicity or other intellectual property rights of any person or entity.

**c.** The Submission must meet all specifications set forth by Sponsor on the Website.

**d.** The Submission must not, in the sole discretion of Sponsor, contain any sexually explicit, disparaging, defamatory, libelous, obscene or other inappropriate content (including, but not limited to alcohol, tobacco and/or firearms).

**e.** The Submission must not disparage the Entities.

**f.** The Submission must not violate these Rules or any of the TOU.

**g.** You represent and warrant that: (i) you are the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Submission to Sponsor upon the terms and conditions set forth herein; (iii) no part of the Submission has been published (other than on the Entrant's personal social media channels ; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) the full use of the Submission or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever, and (iv) if you use Marvel-branded items in your Submission, you will use it/them in compliance with Sponsor's TOU.

**h.** You are responsible for, and must have obtained, prior, written approval from any identifiable person (or such person's Parent if such person is a Minor) that appears in, is mentioned in, or otherwise contributed to the Submission (each a "Third-Party Participant") for you to include such person in the Submission. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations from any Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) allowing use of such person's name, likeness or contribution in the Submission, and you and each Third-Party Participant (or such Third-Party Participant's Parent if Third-Party Participant is a Minor) agree to and do hereby assign all rights for usage to Sponsor. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, or

you may be disqualified and rendered ineligible to receive a prize in this Sweepstakes.

## 9. PRIZES

**ONE (1) GRAND PRIZE WINNER** (All prize values are in United States Dollars): A seven (7) night *Disney Cruise Line* Vacation aboard the *Disney Magic* ship ("Ship") featuring the MARVEL Avengers Academy (located at the Oceaneer's Club, specially designed for children aged 3-11). Vacation is good for winner and three (3) guests (individually, "Guest," collectively, "Group") leaving from Port Canaveral, FL ("Port") to take place on a sail date between October 26, 2014 to May 3, 2015 (date subject to change at the sole discretion of Sponsor) ("Trip") consisting of the following elements for the Group: **[a]** one (1) stateroom (quad occupancy) aboard Ship (at the discretion of Sponsor); **[b]** all onboard meals (with the exception of *Palo* Fine Dining); **[c]** pre-paid Gratuities, Government Taxes and Fees (as defined on the *Disney Cruise Line* website); **[d]** if winner's residence is located more than two hundred (200) miles from the Port, 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 major airport closest to the ship's homeport, but if winner's residence is located two hundred (200) miles or less from the Port, round-trip ground transportation will not be provided and there is no compensation for mileage driven or reimbursement for fuel or a rented vehicle, however Port parking for one (1) vehicle for the duration of the cruise will be provided, **[e]** airport/Port transfers if air transportation is provided, and **[f]** Avengers Academy Experience. Approximate retail value ("ARV") of Grand Prize: \$7,254.48, which will vary depending upon point of departure and destination and seasonal fluctuation of cruise rates and airfares. Expenses not specifically mentioned herein are not included and are solely the Grand Prize winner's responsibility, including but not limited to: transportation to and from the airport of origin, unspecified meals, alcoholic beverages, unspecified taxes, travel insurance, laundry service, merchandise, spa treatments, parking, stateroom service, service charges, nursery service fees, activities not expressly included in the trip, merchandise and souvenirs, local and long distance telephone calls, mobile phone roaming fees, ship to shore communications including internet, WiFi, internet services, incidental expenses, additional tips and gratuities and baggage fees. Grand Group is solely responsible for obtaining any and all necessary travel documents (valid U.S. Government issued photo ID's, credit card(s), passport(s), visa(s), if applicable, etc.) before departure in order to partake in the Grand Prize and meet any other travel requirements of airline, cruise line, activities and/or prize supplier (in Sponsor's sole discretion). The U.S. State Department requires all international travelers to present a government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information please visit

the State Department's consular web site [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security's web site [www.dhs.gov](http://www.dhs.gov). Grand Prize winner must take Trip by May 3, 2015 (subject to change at the sole discretion of Sponsor), or Trip will be forfeited in its entirety. Travel must be made through Sponsor's agent and booked 45 days in advance and Sponsor shall determine airline and flight itinerary in its sole discretion. Releasees are not responsible for airline cancellations or delays. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. Restrictions and blackout dates may apply.

## **SEVENTY FIVE (75) ADDITIONAL PRIZE WINNERS**

**[a]** Twenty-five (25) \$100 Marvel Super Hero Shopping Spree awarded as a gift card from the Disney Store that can be used either in a Disney Store or online. All terms and conditions of the Disney Gift Card (available at <https://www.disneygiftcard.com/terms/>) are applicable. ARV: \$2,500;

**[b]** Twenty-five (25) Marvel Super Hero Family Fun Packs. ARV of each Marvel Super Hero Family Fun Pack: \$87. Each Marvel Super Hero Family Fun Pack includes each of the following items: (i) Marvel's Avengers Blanket by Jay Franco®, (ii) Marvel's Captain America: The Winter Soldier FUNtainer™ bottle by Thermos®, (iii) Marvel's Ultimate Spider-Man Trickshot Duel Game by Wonder Forge®, (iv) Marvel's Super Hero Mashers Action Figure by Hasbro®, (v) Itty Bittys by Hallmark®, and (vi) Marvel's Avengers Assemble Pirate's Booty (12 packs of half-ounce Pirate's Booty Aged White Cheddar). ARV: \$2,175;

**[c]** Twenty-five (25) \$50 Party City ® Gift Card. ARV: \$1,250. All terms and conditions of the Party City ® Gift Card are applicable. Some restrictions may apply.

**FOR ALL PRIZES:** Total ARV of all prizes: \$13,179.48. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any depiction of a prize is for illustrative purposes only and may not reflect actual prize won. Prizes are not redeemable for cash or transferable, except for the Grand Prize which is transferable 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, certificates or prizes. Prize elements may not be separated. Prizes cannot be used in conjunction with any other promotion or offer. Prizes will be awarded provided they are validly claimed by December 31, 2014, after which no alternate winners will be selected, nor unclaimed prizes awarded. Limit one (1)



prize per person per Address. All terms and conditions of gift cards are applicable.

**10. PROCEDURES:** All Entries must be received during the Submission Period. On or about, October 29, 2014 in a random drawing conducted by the Administrator, the 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. Each Canadian resident who is a potential winner will be required to answer correctly a mathematical skill testing question without assistance of any kind whether mechanical or otherwise to be declared a winner and be eligible to collect a prize.

**11. WINNERS:** On or about October 30, 2014, the potential prize winners will be notified via email or phone, as appropriate, to obtain their mailing addresses as well as any additional required information or responses. Once a mailing address is available, the potential winners will be sent paperwork either by email or by overnight delivery service. All legal responsibilities of a Minor 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: **[a]** a potential winner's failure to respond to notification within four (4) business days after transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** the return of any other notice or a prize as undeliverable; **[d]** a potential winner's failure to provide Sponsor with satisfactory proof of age, identity, residency and consent of Minor's Parent; **[e]** a potential winner's failure to provide Administrator with satisfactory proof that he/she (or Parent) is the authorized account holder of the Address associated with a winning Submission; **[f]** a potential winner's failure to provide required additional information upon Sponsor's request; **[g]** a 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]** a potential Grand Prize winner's failure to be available to complete Trip on Sponsor-selected dates up until May 3 2015; **[i]** a potential winner's failure to validly claim a prize by December 31, 2014, and **[j]** any other non-compliance with Rules. 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 (e.g. 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 (except for any Canadian) will receive an IRS Form 1099 reflecting the value of his/her prize. Additional Prizes will be delivered to winners within 6-8 weeks from receipt of any required paperwork.

**12. 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").

**13. SPONSOR'S RIGHT TO DISQUALIFY:** Sponsor reserves the right in its sole discretion to disqualify and remove any Submission at any time for any reason, including but not limited to, Sponsor's belief that the Submission potentially or actually infringes upon the copyrights, or other rights of any third party, or otherwise does not comply with the TOU or these Rules. In the event that a winner is disqualified, the prize will be forfeited and may or may not, at Sponsor's sole discretion, be awarded to an alternate winner selected from among the remaining eligible Submissions.

**14. CONDITIONS:** By entering this Sweepstakes and/or accepting any prize you may win, you agree and represent 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 and the Administrator and Sponsor's decisions, Privacy Policy and TOU; **[c]** 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 this or any -related activity or travel or from any interaction with, or downloading of, computer information; **[d]** 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 this Sweepstakes or prizes; **[e]** acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use each winner's name, address (city and state, province or territory only), voice, likeness, photograph, biographical and prize information and/or statements about this 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; **[f]** 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

this Sweepstakes, so that they 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 this Sweepstakes; and in such event, to select winners by such method as Administrator in its sole discretion shall consider equitable and in the event a Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[g]** 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 winners and distribution of the prizes; **[h]** any portion of any prize not accepted or used by a winner will be forfeited; **[i]** the Releasees are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason; **[j]** the Sponsor and Administrator have 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 Submission process or the operation of this 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 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 and Administrator; **[k]** Sponsor and the Administrator have 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; **[l]** since any attempt by any individual to damage the Website or undermine the legitimate operation of the Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor or 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; **[m]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the 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 Los Angeles County, California; **[n]** all Claims shall be resolved individually, without resort to any form of class action; **[o]** 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; **[p]** Administrator and Sponsor have the right to modify prize award procedures at their sole discretion; **[q]** the Releasees are not responsible

for the cancellation, postponement or unavailability of any element of the Trip, and if such occurs, the Trip will be awarded without that element of the Grand Prize; **[r]** 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 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; **[s]** 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; **[t]** 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; **[u]** Sponsor and Administrator have the right to conduct a background check ("Check") of any and all records of the 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; **[v]** Sponsor and Administrator have 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; **[w]** Sponsor and Administrator may take all steps necessary to corroborate any information provided to Sponsor by the Grand Prize winner and Guests, and he/she will be obligated to provide necessary contacts and information for the Check, **[x]** if any felony or misdemeanor conviction is found, or if there is anything that conflicts with Sponsor's image, Sponsor and Administrator have the right, in their sole discretion, to disqualify the Grand Prize winner or the Guests from participating in the Trip or portions of the Trip and to pay the Grand Prize winner, but not the Guests, a cash substitute for the Trip or those portions that are removed; **[y]** a Trip cannot be sold, nor can Grand Prize winner charge Guests for participating in the Trip; **[z]** in the event of a dispute as to the identity of a winner based on the Address, the winning Submission will be declared made by the authorized account holder of the Address. For purposes of these Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an Address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address; **[aa]** the Website contains proprietary and confidential information that is protected by

applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, including its interface, in whole or in part and other logos and product and service names that are trademarks of the respective owners (the "Website Marks"). Unless you have written permission, you hereby agree not to display or use in any manner the Website Marks; **[bb]** you grant to Sponsor: **[i]** a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide right to use the names, likenesses, voices and biographical information, of any person appearing in the Submissions; **[ii]** a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Submission, in whole or in part, in all media formats and channels now known or hereafter devised (including on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity, and **[iii]** if your Submission includes, uses and/or features Marvel intellectual property ("Marvel IP"), Sponsor grants you a non-exclusive license to create the Submission using Marvel IP for the purposes of creating a Submission for this Sweepstakes only, provided that such license shall be conditioned upon your assignment to us of all rights into the Submission (if such rights are not assigned to Sponsor, your license to create the Submission using Marvel IP shall be null and void); **[cc]** creative ideas, suggestions or other materials Entrant submits are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between the Entrant and Sponsor in any way, and that the Entrant has no expectation of review, compensation or consideration of any type, and **[dd]** Sponsor, Administrator and its third-party vendors engaged to implement this Sweepstakes are authorized to display on the Website in connection with the Sweepstakes and thereafter the Submissions and any Captions/comments.

**15. RULES & WINNERS' LIST:** For a copy of the winner's list (after November 15, 2014 and before December 31, 2014) and/or Rules (before October 15, 2014), send a self-addressed, stamped envelope to: Marvel Super Hero September Sweepstakes Winners/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42nd Street, Suite 650, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.

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