

DISNEY FLIP SIDE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

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

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, California 91201 (“Sponsor”).

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

3. ELIGIBILITY: Open only to individuals, who, as of Entry, are NOT minors as defined by their state, province or territory of primary residence (“Minors”), and who are legal residents of, and physically located within, the 50 United States, D.C., Puerto Rico or Canada (excluding Quebec) (collectively, “Territory”), and are not employees 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). If you are a United States citizen, you are considered a Minor as follows: **[a]** if you are younger than nineteen (19) years of age and your state of primary residence is Nebraska or Alabama; **[b]** if you are younger than twenty-one (21) years of age and your state/territory of primary residence is Mississippi or Puerto Rico, and **[c]** if you are younger than eighteen (18) years of age and your state of primary residence is any of the remaining states and DC. If you are a Canadian citizen, you are considered a Minor as follows: **[a]** if you are younger than nineteen (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 eighteen (18) years of age and your province of primary residence is any of the remaining provinces.

4. ENTRY: During the thirty one (31) day period beginning 12:01 AM on January 1, 2015 and ending 11:59 PM on January 31, 2015 (“Master Entry Period”), this Sweepstakes will be conducted as thirty one (31) separate daily sweepstakes (individually, “Daily Sweepstakes”), one each calendar day (referred to as “Day” or “Daily Entry Period”), and you may enter each Daily Sweepstakes as a registered Disney.com member (“Member”). To enter, visit <http://www.DisneyFlipSide.com> or <http://www.ElOtroLadoDisney.com>

(the English language or the Spanish language websites for this promotion respectively. Each hereinafter the “Website”) and log in with your Member name and password to be automatically entered into the Sweepstakes (“Entry”). There will be one (1) random drawing for each Daily Sweepstakes (“Daily Drawing”). The last Daily Sweepstakes (January 31, 2015) shall be hereinafter also referred to as the “Grand Sweepstakes”. The “Daily Entry Period” starts at 12:01 AM PT and ends at 11:59 PM PT each Day. **You may enter each Daily Sweepstakes as described below during the applicable Day; however, the eligible Entries for the Grand Sweepstakes shall also include a carry-over of non-winning eligible Entries for all of the preceding thirty (30) Daily Sweepstakes. Winning entries for each Daily Sweepstakes are not eligible to carry-over to the Grand Sweepstakes.**

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 Member name and password and follow the instructions (as described above) to enter the Sweepstakes. It is your sole responsibility to notify the Sponsor of a change in your email address (“Address”). To do so, go to <http://register.go.com/memberservices/home>, log into your Website account with your Member name and password, click on “Modify” and follow the instructions on how to change the Address.

Normal Internet access and usage charges imposed by your on-line service will apply. For purposes of these Official Rules (“Rules”), all times and Days are Pacific Standard Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

5. LIMITATIONS: All Entries for each Daily Sweepstakes must be received during that Sweepstakes' Day in order to be considered for that Daily Drawing as there will be no carry-over of eligible Entries from one Daily Sweepstakes to another, except that the eligible Entries for the Grand Sweepstakes shall also include a carry-over of non-winning eligible Entries for all of the preceding thirty (30) Daily Sweepstakes. Winning entries for each Daily Sweepstakes are not eligible to carry-over to the Grand Sweepstakes. Entries are limited to one (1) Entry per person/email address ("Address") for each Daily Sweepstakes (except in the case of the Grand Sweepstakes which includes a carry-over of all non-winning eligible Entries for the preceding thirty (30) Daily Sweepstakes), regardless of method of Entry or whether one person has more than one Address or more than one person use the same Address. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in

disqualification at Sponsor/Administrator's sole discretion. Void in Quebec and wherever else prohibited and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations.

6. PRIZES: TOTAL OF THIRTY ONE (31) PRIZES – [ONE (1) DAILY PRIZE FOR EACH DAILY SWEEPSTAKES]: All prize values are in United States Dollars. Prize ("Prize") is a five (5) day / four (4) night trip for winner ("Winner") and up to three (3) guests (the "Guests," and together with the Winner, the "Group") to **Walt Disney World® Resort** near Orlando, Florida ("City") on dates selected by Winner, subject to availability and approval by the Prize supplier, Disney Destinations, LLC ("Disney") consisting of the following elements for the Group: **[a]** hotel accommodations (one (1) standard room/quad occupancy, including room tax) for three (3) nights at a *Walt Disney World® Resort* hotel selected by Disney in its sole discretion; **[b]** one (1) night at the Cinderella Castle Suite in the *Magic Kingdom® Park* (date selected by Disney in its sole discretion); **[c]** four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper®* and Water Parks Fun & More Options; **[d]** one (1) Disney Gift Card with a value of five hundred dollars (US\$500) for Winner; **[e]** one (1) personalized "Disney Side" Welcome Basket in Winner's hotel room; **[f]** one (1) Glass slipper gift inspired by the new live-action film "Cinderella" in theaters March 13, 2015 (for Winner only); **[g]** if Winner's residence is located more than two hundred fifty (250) miles from City, round-trip coach air transportation (with possible layovers) for the Group on a Disney-selected carrier between a Disney-selected major metropolitan airport near Winner's residence ("airport of origin") and Orlando International Airport; but if Winner's residence is located two hundred fifty (250) miles or less from City, then air transportation or any other form of transportation will not be provided to the Group, and **[h]** round trip ground transfers between the Orlando International Airport and the *Walt Disney World® Resort* via *Disney's Magical Express* Service when air transportation is provided ("Trip"). Approximate Retail Value ("ARV"): **US\$7,181.40**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. Total ARV of all Prizes: \$222,623.40. **Limit of one (1) Prize per person/Address for the duration of the Sweepstakes.**

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, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, taxes, internet, and telephone calls as well as the Group's transportation to the City if Winner's residence is located two hundred fifty (250) miles or less from City. All terms and conditions of the Disney Gift Card (available at <https://www.disneygiftcard.com/terms/>) are applicable. Travel, lodging and Prize elements are subject to availability, certain restrictions, block-out dates and Disney's and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. A Winner must take Trip between February 1, 2015 and January 31, 2016 (on dates selected by Winner, subject to availability and approval by Disney), or Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded in a random drawing to an alternate Winner. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered and failure of Winner to follow such schedule shall not obligate Sponsor in any way to provide the Winner with alternate arrangements. Releasees are not responsible for airline cancellations or delays. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of Prize is for illustrative purposes only. Entrants expressly accept that Prizes are not redeemable for cash or transferable. 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 a Prize are not eligible for frequent flyer miles, and no code share flights may be used. Prizes cannot be used in conjunction with any other promotion or offer. If a Winner chooses to bring less than three (3) guests on any Trip, the Trip will be awarded in increments suitable for the actual number of travelers with no substitute Prize or compensation being provided to the Winner. All Prizes will be awarded provided a sufficient number of eligible Entries are received and Prizes are validly claimed by April 30, 2015, after which no alternate winners will be selected, nor unclaimed Prizes awarded.

7. PROCEDURES: Administrator will conduct a random Daily Drawing on or about three (3) business days after the applicable Day in order to select the potential Winner of each Daily Sweepstakes. The eligible Entries for each Daily Drawing will be limited to those Entries received during the applicable Day, since there will be no carry-over, except the eligible Entries for the Grand Sweepstakes shall also include a carry-over of eligible non-winning Entries from the preceding thirty (30) Daily Sweepstakes. Odds of winning each Daily Sweepstakes depend on the total number of eligible Entries received for the applicable Day. The odds of winning the Grand Sweepstakes shall depend on the total number of eligible Entries received for the Grand Sweepstakes combined with the total number of eligible non-winning Entries received for each of the preceding thirty (30) Daily Sweepstakes. No more than three (3) alternate Winners will be selected for each Daily Sweepstakes and/or the Grand Sweepstakes. The decisions of the Sponsor/Administrator shall be final and binding.

8. WINNERS: On or about one (1) business day after each Daily Drawing, each potential Winner will be notified via email or phone, as appropriate, to obtain a mailing address as well as any additional required information. Once mailing addresses are available, each potential Winner will be sent paperwork by overnight delivery service. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[a]** potential Winner's failure to respond to notification within two (2) business days after transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** the return of any other notification as undeliverable; **[d]** potential Winner's failure to provide Administrator with satisfactory proof of age, identity and residency; **[e]** potential Winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[f]** potential Winner's failure to provide required additional information upon Administrator's request for eligibility, Prize fulfillment or Prize tax reporting purposes; **[g]** potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release (if a US resident) or a Declaration of Eligibility, Release of Liability and Publicity Release (if a Canadian resident) (collectively, "Declaration/Release") within five (5) business days (if a US resident) or within ten (10) business days (if a Canadian resident) after its mailing (Administrator will pay the return cost for overnight mail return of the Affidavit/Release or Declaration/Release); **[h]** potential Winner's failure to be available to make Trip between February 1,

2015 and January 31, 2016 (dates to be selected by Winner subject to availability and approval by Disney); [i] potential Winner's failure to validly claim any Prize by April 30, 2015; and [j] any other non-compliance with Rules. In the event of any Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner, time permitting, except as otherwise required by law. The Group must travel together on the same itinerary and members of the Group are solely responsible for obtaining all necessary travel documents (i.e. valid photo I.D, passport etc.) before departure. All members of the Group 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/legal guardian ("Parent") as one of the Group, 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. 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 the Prize. 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.

9. 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").

10. CONDITIONS: By entering these Sweepstakes and/or accepting any Prize you may win, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; [b] you will abide by and be bound by the Rules, Terms of Use (found at www.DisneyTermsofUse.com) and the Sponsor's decisions, which shall be final and binding in all respects, and Sponsor's Privacy Policy (available at <https://disneyprivacycenter.com>); [c] the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; [d] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Prize; participation in these Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or

downloading of, computer Sweepstakes information; **[e]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to these Sweepstakes or the Prizes; **[f]** any Winner's acceptance of any Prize constitutes the grant to Sponsor and assigns of an unconditional right to use Winner's name, address (city and state, province or territory only), voice, likeness, photograph, biographical and Prize information and/or statements about these Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[g]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's/Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of these Sweepstakes, so that they cannot be conducted as originally planned, except where prohibited by law, Sponsor/Administrator has the right, in their sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select Winners by such method as Sponsor/Administrator in their 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; **[h]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; **[i]** any portion of the Prize not accepted or used by any Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of any Winner to accept or use Prize (or any portion thereof) for any reason; **[k]** the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(i)** tampering or attempting to tamper with the entry process or the operation of these Sweepstakes or the Website; **(ii)** violating the Rules; **(iii)** 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; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor; **[l]** Sponsor has the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[m]** since any attempt by

any individual to damage the Website or undermine the legitimate operation of the Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[n]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to these Sweepstakes, the meaning or interpretation of the Rules or any Prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; **[o]** all Claims shall be resolved individually, without resort to any form of class action; **[p]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[q]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[r]** the Releasees are not responsible for the cancellation, postponement or unavailability of any Trip, and if such occurs, the Prize will be substituted with a Prize of equal or greater value; **[s]** Winner's acceptance of 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; **[t]** Sponsor's use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; **[u]** Sponsor shall have the right to make such changes to the Fulfillment Film and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for

any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution, and [v] a Trip cannot be sold, nor can any Winner charge Guests for participating in the Trip.

11. RULES & WINNERS' LIST: For the names of the Winners (after February 15, 2015 and before April 30, 2015) and/or Rules (before January 31, 2015), send a self-addressed, stamped envelope to: Disney Flip Side Sweepstakes, Winners/Rules, c/o Ventura Associates International LLC, Dept. BW, 60 East 42 Street, Suite 650, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.