

THE D23 GUARDIANS OF THE GALAXY: COSMIC REWIND SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The D23 Guardians of the Galaxy: Cosmic Rewind Sweepstakes ("Sweepstakes") is sponsored by Disney Worldwide Services, Inc., dba D23 Worldwide ("Sponsor"), 500 S. Buena Vista Street, Burbank, CA 91521 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on May 23, 2022 at 12:00 AM Eastern Time ("ET") and ends on June 10, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old or the age of majority in your state of primary residence (whichever is older), and who are a D23 Member (General or Gold Membership) at the time of entry. To become a D23 General Member, visit <https://d23.com/d23-membership/>, agree to comply with the Disney Terms of Use and create an account. Becoming a D23 General Member is Free. Employees of Sponsor, Administrator, Disney Destinations, LLC ("Prize Provider"), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit d23.com/entry/cosmic-rewind-sweepstakes ("Website") and complete and submit the registration form including, but not limited to: first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes.

Entry Limit: There is a limit of one (1) entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON A MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES.

ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

- 4. RANDOM DRAWING:** On or around June 13, 2022, the Administrator will randomly select one (1) potential winner from all eligible entries received. The winner is considered a potential winner pending verification of eligibility and compliance with these Official Rules.
- 5. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**
- A. Prize (1):** The prize is a four (4)-night trip for four (4) to *Walt Disney World*® Resort ("Prize") for winner and up to three (3) guests to *Walt Disney World*® near Orlando, FL ("Resort") consisting of the following:
- i. round trip coach airfares between the major United States gateway airport closest to winner's residence and the Orlando International Airport (with possible layovers); provided, however, if winner resides within 250 miles of the Resort, airfare will not be provided;
 - ii. round trip ground transportation between the Orlando International Airport and the Resort; provided, however, if winner resides within 250 miles of the Resort, ground transportation will not be provided;
 - iii. room accommodations consisting of one (1) standard room (with a maximum of four [4] persons per room) for four (4) nights at a hotel selected by Sponsor or Prize Provider in its sole discretion, based on availability;
 - iv. one (1) Memory Maker product which includes unlimited digital downloads of *Disney PhotoPass*® photos captured during the vacation and linked to the Prize winner's Disney account (online registration required; terms and conditions apply: <https://disneyworld.disney.go.com/photopass-terms-conditions/>);
 - v. four (4) 5-Day Theme Park Admission Tickets with *Park Hopper*® Option (Theme park reservation required; blackout dates apply and are to be determined at the sole discretion of Sponsor); and
 - vi. one (1) \$500 USD Disney Gift Card for winner only (subject to restrictions; <https://www.disneygiftcard.com/terms/us>).

No more than one (1) Prize will be available in the Sweepstakes. The ARV of the Prize is \$9,440.04. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Prize will not be awarded. No compensation will be provided for any difference in Prize value.

- B. Prize Additional terms & Conditions:** In no event will more than one (1) Prize, be awarded. If the winner elects to travel or partake in the Prize without guests, the Prize will be awarded in increments suitable for the actual number of guests and no additional compensation will be awarded to the winner. Trip must be taken between September 1, 2022 and August 31, 2023 or Prize will be forfeited. Winner and *guests* must travel on the same itinerary. Prize winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure; however, Sponsor's decision as to actual travel dates is final and binding. If potential Prize winner is unavailable to travel during designated timeframe for any reason, the Prize will be forfeited without compensation of any kind and an alternate Prize winner may be selected (time permitting) from among all remaining eligible entries in a random drawing. Travel must be reserved through Prize Provider's agent, and Prize Provider shall determine airline, flight itinerary, and hotel accommodations in its sole discretion. Travel dates and flights are subject to availability and airline carrier's regulations and conditions apply; *blockout* dates and other restrictions may

apply. Winner and guests are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all expenses not included herein, including airline baggage fees, gratuities, meals, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, tips, service charges, taxes, and any other incidental costs or expenses related to participation in *the Prize*. Guests of winner (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign and return a travel liability release before travel will be booked. Winner and guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. If any guest is a minor, the Prize winner or one of the Prize winner's guests must be such minor's parent or legal guardian.

Theme parks, attractions and other offerings are subject to availability, closures, change or cancellation without notice or liability. Park admission, offerings and ticket options are not guaranteed. Sponsor reserves the right to cancel, delay, or postpone any offering.

To visit the theme parks, theme park reservations via the Disney Park Pass system AND valid admission are required for the same theme park on the same date for each person. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The Park Hopper® option allows guests to visit more than one park per day, with some restrictions. Before taking the trip, please see <https://disneyworld.disney.go.com/experience-updates/> for important details.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. By accepting and using the Prize and visiting the Resort, the Prize winner and guests voluntarily assume all risks related in any way to exposure to COVID-19, and any other communicable or infectious disease. The Prize winner and guests must comply with all theme park rules and regulations, including any public health restrictions. Failure to do so may result in forfeiture of such portion(s) of the Prize. Sponsor reserves the right to remove or deny entry to the Prize winner and/or any of his/her/their guests who do not comply with any health restrictions imposed by any government, or Sponsor. The Prize winner and guests are also responsible for understanding and complying with any COVID-19 travel restrictions. Before visiting, each guest should visit <https://disneyworld.disney.go.com/experience-updates/> to view important information about park reopening, reservations, limitations on benefits, features, experiences and offerings, new safety measures and other information.

Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of *the Prize* is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the *Prize*, minus any unavailable event, element or detail.

The Disney Gift Card can be used at select participating locations at Walt Disney World® Resort, Disneyland® Resort, Disney Cruise Line, Disney store locations in the U.S., Canada, and Puerto Rico, [shopDisney.com](http://shopdisney.com/) <<http://shopdisney.com/>>, DisneyPhotoPass, Adventures by Disney®, Aulani, A Disney Resort & Spa, and Disney's Beach Resorts. It cannot be used toward the purchase of a Disney Vacation Club Membership. Visit [DisneyGiftCard.com](http://disneygiftcard.com/) <<http://disneygiftcard.com/>> for complete terms and conditions. Additional restrictions may apply.

C. Odds of Winning: The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

6. HOW TO CLAIM THE PRIZE: The potential winner is subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. The potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within three (3) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim the Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If the potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Upon verification of eligibility, the winner will be contacted to make arrangements for Prize fulfillment. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes (including, but not limited to income and withholding taxes) for a Prize won. Sponsor will issue an IRS Form 1099-MISC for the winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prize will only be awarded to a verified winner.

Administrator will attempt to notify the potential winner as set forth above, but Administrator/Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prize is non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason. Prize elements may not be separated and tickets, vouchers and gift cards will not be replaced if lost or stolen.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are

late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: EXCEPT AS OTHERWISE PROVIDED IN THE FOLLOWING PARAGRAPH, THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE**

OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION AGAINST PRIZE PROVIDER ARISING OUT OF OR CONNECTED WITH THE PRIZE PROVIDED BY PRIZE PROVIDER AS DESCRIBED ABOVE, THE USE THEREOF AND/OR ANY OTHER ACTION AGAINST PRIZE PROVIDER IN CONNECTION WITH OR ARISING OUT OF THE SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE CIRCUIT COURT OF ORANGE COUNTY IN THE STATE OF FLORIDA (OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION OVER THE SUBJECT MATTER THEREOF, THEN TO SUCH OTHER COURT SITTING IN SUCH COUNTY HAVING SUBJECT MATTER JURISDICTION). YOU FURTHER AGREE THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT TO INCLUDE ATTORNEYS' FEES. ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH SUCH PRIZES, THE USE THEREOF AND/OR ANY OTHER ACTION AGAINST PRIZE PROVIDER IN CONNECTION WITH OR ARISING OUT OF THE SWEEPSTAKES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://privacy.thewaltdisneycompany.com>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use their name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that they might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator in the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form

associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. **WINNER LIST:** For the name of the winner, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The D23 Guardians of the Galaxy: Cosmic Rewind Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than August 10, 2022.

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