

**D23 HALLOWEEN SPELL-EBRATION SWEEPSTAKES**  
**Week 1**

**OFFICIAL RULES**

***NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING. VOID WHERE PROHIBITED.***

***BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.***

This Sweepstakes is in no way sponsored, endorsed or administered by Joffrey’s Coffee & Tea Company.

**1. SPONSOR:** Disney Worldwide Services, Inc., dba D23 Worldwide, 500 S. Buena Vista Street, Burbank, CA 91521-8440 (“**Sponsor**”).

**2. ELIGIBILITY:** To be eligible for this sweepstakes (“**Sweepstakes**”), at the time of entering you must be: **[a]** at least 18 years of age or older or the age of majority in your state of primary residence (whichever is older); and **[b]** a legal resident of, and physically located within, the 50 United States or D.C. (collectively, “**Territory**”). Entrants cannot be employees of Sponsor, Joffrey’s Coffee & Tea Company, their parent, subsidiary or affiliated companies, or of the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “**Entities**”), or members of their respective households (defined as people who share the same residence at least three (3) months a year, whether related or not) or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses). Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

**3. ENTRY:** The Sweepstakes starts at 12:00 am ET, September 29, 2022 and ends at 11:59 pm ET, October 10, 2022 (“**Promotion Period**”). For purposes of these Official Rules (“**Rules**”), all times and days are Eastern Time. Sponsor’s computer shall be the official timekeeper for all matters related to this Sweepstakes. The Sweepstakes will consist of one (1) drawing (“**Drawing**”).

<b>Drawing</b>	<b>Entry Period</b>	<b>Drawing Date (on or about date)</b>
1	12:00 AM ET, 9/29/2022 – 11:59 PM ET, 10/10/22	10/15/22

To participate in this Sweepstakes, you must be a current D23 member (“**Member**”). If you are not a Member, go to <https://d23.com/d23-membership/> and create an account according to the instructions on the website. Becoming a D23 General Member is free. Please note that you must agree to comply with the Disney Terms of Use in order to create an account available at <https://disneytermsofuse.com>.

To enter, visit <http://d23.com/entry/halloween-spellebration-sweepstakes/> (“**Website**”) and complete the entry form (“**Entry**”). You are solely responsible for notifying the Sponsor of a change in your email address (“**Address**”).

Your Entry must be received during an applicable Entry Period. Normal internet access and usage charges imposed by your online service and/or mobile device may apply.

**4. LIMITATIONS:** Entries are limited to one (1) Entry per person, per Entry Period, whether you have more than one Address or more than one person uses 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 3 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “**Releasees**”) are responsible for any of the following (even if caused by the negligence of any of the Releasees): 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; 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. Each of the foregoing 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’s sole discretion.

**5. WINNER SELECTION:** On or about the “Drawing Date” indicated in the chart set forth above, Sponsor will randomly select one (1) potential winner (“**Winner**”) from among all eligible Entries received during the applicable Entry Period. There will be a total of one (1) Winner in this Sweepstakes. The decisions of the Sponsor shall be final and binding. Odds of winning depend on the total number of eligible Entries received during an applicable Entry Period.

**6. WINNER NOTIFICATION:** On or about five (5) business days after the “Drawing Date” specified in the chart above, the potential Winner will be notified via email to obtain a mailing address as well as any additional required information or responses. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner (if time permits) may result from any of the following: **[a]** potential

Winner’s failure to respond to initial email notification within two (2) business days after transmission of that email; **[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 Sponsor with satisfactory proof of eligibility; **[e]** potential Winner’s failure to provide Sponsor with satisfactory proof that he/she is the person in whose name the Address associated with the winning Entry is registered; **[f]** potential Winner’s failure to provide any required additional information upon Sponsor’s request; **[g]** potential Winner’s failure to validly claim the Prize (as defined below) no more than three (3) days after verifying eligibility; and **[h]** any other non-compliance with these Rules. In the event of Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner.

**7. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”):** One (1) prize (“Prize”) is available to be won for the Drawing.

Prize Description	ARV
<p>Joffrey’s Coffee Prize Pack</p> <ul style="list-style-type: none"> <li>• New Disney Hocus Pocus Sanderson Sisters Brew</li> <li>• WDW 50th Anniversary Blend</li> <li>• Disney Not-So-Scary Pumpkin Pie (flavored coffee)</li> <li>• Disney Mickey and Minnie S’Mores Adventure (flavored coffee)</li> <li>• Disney Mickey Mouse Classic Blend</li> <li>• Disney Kona Blend</li> <li>• Disney French Roast Single Serve Cups (24ct)</li> <li>• Joffrey’s 20oz Tumbler</li> <li>• Joffrey’s Earl Grey Tea Sachet</li> <li>• Joffrey’s Breakfast Blend</li> <li>• Joffrey’s Bourbon Pecan Pie (flavored coffee)</li> </ul>	<p>\$200.00</p>

Exact items awarded will be at the sole discretion of Sponsor. Prize is not redeemable for cash and neither is assignable nor transferrable. Any and all expenses associated with redeeming the Prize are not included and are solely the Winner’s responsibility. Any depiction of the Prize is for illustrative purposes only and may not reflect the actual Prize won. Any difference between ARV and actual value will not be awarded. If any portion of the Prize is not available for any reason, Sponsor reserves the right to substitute that portion of the Prize with another Prize element of comparable or greater value, as determined by Sponsor in its sole discretion. Any portion of the Prize not accepted by the Winner will be forfeited. Winner will be responsible for all applicable federal, state and local taxes associated with claiming the Prize. Prize will be awarded provided a sufficient number of eligible Entries are received. Prize will be delivered approximately ninety (90) days after the end of the Sweepstakes.

**8. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at <http://disneyprivacycenter.com> ("Privacy Policy").

**9. CONDITIONS:** By entering this Sweepstakes and/or accepting the 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 these Rules, the Sponsor's decisions, which are final and binding, and the Privacy Policy; **[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 the Prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[e]** the Prize is 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); **[f]** Winner's acceptance of the Prize constitutes the grant to Sponsor and assigns of an unconditional right to use Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[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 reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes, except where prohibited by law; and in such event, to select Winner(s) by such method as Sponsor in its sole discretion shall consider equitable; **[h]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human error, errors in the advertising, Rules and selection and announcement of the Winner; **[i]** any portion of the Prize not accepted or used by the Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of the Winner to accept or use the 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 the Sweepstakes or the Website; **(ii)** violating the Rules; **(iii)** violating the terms of service, the 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]** because any attempt by any individual to damage the Website or

undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, in the event Sponsor believes or becomes 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 this Sweepstakes, the meaning or interpretation of these Rules or the 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 you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive 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 contents of the Prize, and, if that should occur, that element of the Prize will be substituted with a prize element of equal or greater value, as determined by Sponsor in its sole discretion; **[s]** Winner's acceptance of the 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, and **[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.

**10. WINNER' LIST:** For the name of the Winner (after November 5, 2022, and before January 4, 2023), send an email to [Corp.D23Events@Disney.com](mailto:Corp.D23Events@Disney.com) referencing D23 Halloween Spell-ebration Sweepstakes Week 1 – Winner List.