

## D23 SEASON OF MAGIC SWEEPSTAKES Week 2

Thursday, December 08, 2022 - Wednesday, December 14, 2022

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES (“RULES”).**

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

**2. ELIGIBILITY:** The D23 Season of Magic Sweepstakes Week 2 (“**Sweepstakes**”) is open only to legal residents of the 50 United States and District of Columbia (“**Territory**”) who are at least eighteen (18) years of age or older at the time of entry (or the age of majority in their jurisdiction of residence, whichever is older). Employees of Sponsor or any organizations responsible for administering, fulfilling, advertising or promoting this Sweepstakes and/or their respective parent, subsidiary, affiliated and successor companies, (collectively, “**Promotion Entities**”) and their immediate family members and household members are not eligible to enter or win a prize. “**Immediate family member**” shall mean parents, step- parents, children, step-children, siblings, step-siblings or spouses, regardless of where they live. “**Household member**” shall mean people who share the same residence at least three (3) months a year, whether related or not. Void where prohibited.

**3. ENTRY PERIOD:** This Sweepstakes starts at 12:00 AM ET on December 8, 2022 and ends at 11:59 PM ET on December 14, 2022 (“**Promotion Period**”), conducted as seven (7) separate and distinct drawings (each a “**Drawing**” and collectively referred to as “**Drawings**”) (see chart below for details). For purposes of these Rules, all times and days are Eastern Time. Sponsor’s computer shall be the official clock for all matters related to this Sweepstakes. Entries (as defined below) for each Drawing will not roll over into subsequent Drawings. To be eligible for each Drawing, you must enter during the respective Entry Period (defined in the chart below).

Drawing	Entry Period	Drawing Date
1	12:00 AM ET, 12/08/22 - 11:59 PM ET, 12/08/22	1/4/23
2	12:00 AM ET, 12/09/22 - 11:59 PM ET, 12/09/22	1/4/23
3	12:00 AM ET, 12/10/22 - 11:59 PM ET, 12/10/22	1/4/23

4	12:00 AM ET, 12/11/22 - 11:59 PM ET, 12/11/22	1/4/23
5	12:00 AM ET, 12/12/22 - 11:59 PM ET, 12/12/22	1/4/23
6	12:00 AM ET, 12/13/22 – 11:59 PM ET, 12/13/22	1/4/23
7	12:00 AM ET, 12/14/22 – 11:59 PM ET, 12/14/22	1/4/23

**4. HOW TO ENTER:** To participate in this Sweepstakes, you must have a current D23 member account (“Account”). If you do not have an Account, 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> (“Terms of Use”).

To enter this Sweepstakes, visit <https://d23.com/seasonofmagic> (“Website”) and complete the entry form for one (1) entry into this Sweepstakes (each, an “Entry” and collectively, “Entries”). You must confirm you meet the eligibility requirements and have read and agreed to the Terms of Use and these Rules in order to enter. You are solely responsible for updating the contact information associated with your Account.

Normal internet access and usage charges imposed by your internet service provider may apply.

**5. PROHIBITED CONTENT:** You agree that your Entry will not contain any content that would infringe or violate any right of a third party including without limitation: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights (this includes any trademark, trade name or logo of any third party or naming/referencing/depicting a third party (living or dead) without their written consent); (b) right of privacy (specifically, you must not distribute another person’s personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation.

**6. LIMITATIONS:** Limit one (1) Entry per person, per Entry Period, regardless of the number of email addresses or Accounts a person may have or whether more than one person uses the same email address or Account. All Entries must be received during an applicable Entry Period to be eligible. Proof of submission of Entry does not constitute proof of receipt of same. By entering this Sweepstakes, entrants agree to these Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes and not subject to appeal. Any attempt by a person to use multiple email addresses or Accounts to enter more than allowed by these Rules may result in disqualification at Sponsor’s sole discretion. Entries that do not conform to or that violate these Rules or are submitted in any manner other than set forth in these Rules are void and will be disqualified. Any use of automated or programmed methods of Entry are prohibited. Neither the Promotion Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Released Parties”) are responsible for any of the following: Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent,

improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, 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 Released Parties.

**7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** Seven (7) prize packs are available to be won (one (1) prize pack for each Drawing of this Sweepstakes). The list of prize packs below does not reflect the order in which prize packs will be awarded.

Drawing	Prize Pack Description	ARV
1	Coffee Cup of Cheer with Joffrey's <ul style="list-style-type: none"> <li>● Disney Specialty Coffee Collection Holiday Trio</li> <li>● Joffrey's Holiday Blend</li> <li>● Joffrey's Corkcicle Commuter Cup - Prismatic</li> </ul>	\$105.97
2	Iron Man Prize Pack from Sideshow <ul style="list-style-type: none"> <li>● Iron Man Mark XLVI Sixth Scale Figure</li> <li>● Iron Man Fine Print by Doaly</li> </ul>	\$545.00
3	Disney Dreamlight Valley Custom Xbox Kit presented by Disney Games <ul style="list-style-type: none"> <li>● Custom Xbox Series S Console</li> <li>● Two (2) Custom Xbox controllers</li> <li>● Xbox Disney Dreamlight Valley Ultimate Edition Game Key</li> </ul>	\$469.99
4	Cosmic Adventures Prize Pack presented by Marvel Games <ul style="list-style-type: none"> <li>● Marvel's Guardians of the Galaxy Star-Lord Trucker Cap</li> <li>● Marvel's Guardians of the Galaxy Official Video Game Soundtrack 2xLP (MONDO)</li> <li>● Marvel's Guardians of the Galaxy Comic Book</li> <li>● Marvel's Guardians of the Galaxy Adidas Shoe</li> <li>● Marvel's Guardians of the Galaxy SteelBook</li> <li>● Marvel's Guardians of the Galaxy Cosmo Bandana</li> <li>● Marvel's Guardians of the Galaxy Standard Edition</li> </ul>	\$260.00
5	A Stellar Mirrorverse Prize presented by Disney Games <ul style="list-style-type: none"> <li>● 6<sup>th</sup> Generation iPad Mini 64GB in Space Grey</li> <li>● Small Poster with Mirrorverse QR Code</li> </ul>	\$500.00

6	Disney Christmas Ready-to-Run Trainset <ul style="list-style-type: none"> <li>● Disney Christmas Lionchief Set</li> </ul>	\$379.99
7	Loungefly Holiday Prize Pack <ul style="list-style-type: none"> <li>● Mickey &amp; Minnie Mouse Hot Cocoa Fireplace Light Up Mini Backpack</li> <li>● Mickey &amp; Minnie Mouse Hot Cocoa Fireplace Zip Around Wallet</li> <li>● Disney Minnie Mouse Cocoa 3D Molded Keychain</li> <li>● Disney Mickey &amp; Friends Hot Cocoa Mug Blind Pox Pins – Twelve (12) Boxes</li> </ul>	\$255.00

<b>Total ARV of all prizes</b>	<b>\$2,515.95</b>
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Elements of each prize pack will be determined at the sole discretion of Sponsor. Winners are not entitled to exchange or transfer the prize packs or to obtain cash or other substitutes, except Sponsor reserves the right to substitute a prize pack or portions thereof of equal or greater value if a prize pack listed or any portion thereof is unavailable for any reason. Any and all expenses associated with redeeming a prize are not included and are solely the Winner’s responsibility. Any depiction of a prize pack is for illustrative purposes only and may not reflect the actual prize pack won. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any portion of a prize not accepted or used will be forfeited and no additional compensation of any kind will be awarded.

All applicable federal, state, local and provincial taxes associated with claiming a prize are the sole responsibility of each Winner. If a Winner is a U.S. resident and their prize value is \$600 or more, Winner may receive an IRS Form 1099-MISC reflecting the actual value of the prize. Awarding of a prize may be contingent upon Sponsor’s receipt of a validly executed IRS Form W-9. Prizes will be awarded provided a sufficient number of eligible Entries are received. Sponsor will attempt to deliver prizes approximately ninety (90) days after the end of this Sweepstakes.

**8. WINNER SELECTION/ODDS:** On or about the “Drawing Date” indicated in the chart set forth above, Sponsor will randomly select one (1) potential winner (“Winner”) for each Drawing from among all eligible Entries received during the applicable Entry Period. There will be a total of seven (7) Winners (one (1) Winner per Drawing) in this Sweepstakes. The decisions of Sponsor shall be final and binding. Odds of winning a Drawing depend on the total number of eligible Entries received during the applicable Entry Period for that Drawing.

**9. WINNER NOTIFICATION:** On or about five (5) business days after the “Drawing Date” specified in the chart above, Sponsor will notify potential Winners via email (“Notification”). In order to be declared a Winner, you must meet the eligibility requirements in Section 2 above. Upon initial Notification by Sponsor, potential Winner must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with their contact information (name, email address, U.S. shipping address and/or phone number). 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 email address or Account is registered.

Failure to respond to Sponsor within two (2) days of Sponsor's first Notification attempt, or return of Sponsor's Notification message as undeliverable, may result in disqualification and the selection of an alternate potential Winner, time permitting. The prize packs will be awarded, provided they are validly claimed within three (3) days of verifying eligibility, after which Sponsor will make reasonable efforts to select an alternate Winner, time permitting. Potential Winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

At the sole discretion of Sponsor, disqualification and forfeiture may result from any of the following: **[a]** potential Winner's failure to respond to Sponsor's Notification as directed and with the required information within two (2) days of Sponsor's first Notification attempt; **[b]** the return of Notification or prize as undeliverable; **[c]** potential Winner's failure to provide Sponsor with satisfactory proof of identity or eligibility; **[d]** potential Winner's failure to validly claim a prize within three (3) days after verifying eligibility; and **[e]** any other non-compliance with these Rules.

**10. CONDITIONS:** By entering this Sweepstakes and/or accepting a 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 and Sponsor's decisions regarding this Sweepstakes, which shall be final, binding, and not subject to appeal; **[c]** the Entry shall become Sponsor's property and will not be acknowledged or returned; **[d]** you release and hold harmless the Released Parties 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 participation in this Sweepstakes, including without limitation, the Entry process or selection of an Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prizes, participation in this Sweepstakes or any Sweepstakes-related activity and/or any interaction with, or downloading of, Sweepstakes information; **[e]** Winner's acceptance of a 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 (including without limitation, such Winner's Account profile photo), biographical and prize information and/or statements about this Sweepstakes for any programming, publicity, advertising and promotional purposes without additional 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 Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify these Rules or to cancel, modify, terminate or suspend this Sweepstakes, and in such event, to select the Winners by such method as Sponsor in its sole discretion shall consider equitable; **[g]** Released Parties 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, selection and announcement of

the Winners and the distribution of the prize; [h] 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: (1) tampering or attempting to tamper with the entry process or the operation of this Sweepstakes or the Website; (2) violating these Rules; (3) violating the terms of service, the privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property, platform or service; (4) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, defraud, threaten or harass any other person; or (5) for any other good cause as determined by Sponsor in its sole discretion; [i] because any attempt by any individual to damage or undermine the Website or undermine the legitimate operation of this Sweepstakes 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; [j] Released Parties do not make any representation, warranty or guarantee, express or implied, relating to this Sweepstakes or to the prizes; [k] 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); [l] any portion of a prize not accepted or used by the Winner will be forfeited; [m] Released Parties are not responsible for any inability of a Winner to accept or use a prize (or any portion thereof) for any reason; [n] Sponsor has the right to modify prize award procedures at its sole discretion; and [o] Released Parties are not responsible for the cancellation, postponement or unavailability of elements of a prize pack, 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

**11. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California and shall be solely and exclusively brought in courts within Los Angeles County, California.

**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. WINNER LIST:** For the names of the Winners, email [Corp.D23Events@Disney.com](mailto:Corp.D23Events@Disney.com) referencing D23 Season of Magic Sweepstakes Week 2 – Winner List. All such requests must be received within sixty (60) days following the close of the Promotion Period.