

DISNEY+ PERKS SWEEPSTAKES Magical Vacation
Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The DISNEY+ PERKS SWEEPSTAKES Magical Vacation (“Sweepstakes”) is open only to individuals who are legal residents of one (1) of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age or older as of time/date of entry and who are a current, active Disney+ subscriber as of December 14, 2023 (“**Subscriber**”) and also a current D23 member (“**Member**”). If you are not yet 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>. Employees, officers and directors of Disney Worldwide Services, Inc., dba D23 Worldwide (“**Sponsor**”), Realtime Media LLC (“**Administrator**”), any organizations responsible for fulfilling the Prize (as defined below), and their respective parent companies, affiliates, related, subsidiaries, advertising, contest and marketing agencies (collectively, the “**Sweepstakes Parties**”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules administration of the Sweepstakes, selection of the winner, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Sweepstakes begins at 6:00 a.m. Pacific Time (“**PT**”) on December 15, 2023 and ends at 5:00 p.m. PT on December 28, 2023 (the “**Promotion Period**”). The designated computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER:** During the Promotion Period, if you are eligible as set forth in Section 1 above, visit <http://d23.com/entry/disneyplussweepstakes/> (“**Website**”) and complete

and submit an official entry form according to the instructions on the Website. You will receive one (1) entry ("**Entry**") into the Sweepstakes, subject to the limit below.

The Sweepstakes Parties are not responsible for technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per person during the Promotion Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Parties the right to use such materials, and the related images (including entrant's name and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations.

4. **SWEEPSTAKES DRAWING:** There will be one (1) potential winner selected in this Sweepstakes, via a random drawing on or about January 2, 2024, from among all eligible entries received in accordance with these Official Rules.
5. **ODDS:** Odds of winning the Sweepstakes prize depend on the total number of eligible entries received during the Promotion Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified via email using the information provided during entry in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages

or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email. If the potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, the potential winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) days of date of notification, as a condition of receiving the prize. If the potential prize winner fails or refuses to sign and return the Declaration within the required time period or if the Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the prize will remain un-awarded. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor.

Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize.

No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZE/PRIZE RESTRICTIONS: The prize to be awarded in this Sweepstakes is:

ONE (1) PRIZE: A vacation package for up to four (4) persons (i.e., winner and three guests) for four (4) nights and five (5) days at the *Walt Disney World*® Resort to be awarded to the winner of the Sweepstakes (the "Vacation" or "Prize") which shall consist of the following:

- Up to four (4) round trip coach fares (with possible layovers) between the major gateway airport closest to traveler's residence ("Departure Airport") and the Orlando International Airport (if winner resides within 250 miles of the *Walt Disney World*® Resort, airfare will not be provided).
- Round trip ground transportation for up to four (4) persons or voucher(s) of up to \$100.00 in total for local ground transportation between Orlando International Airport and *Walt Disney World*® Resort (if winner resides within 250 miles of the *Walt Disney World*® Resort, airfare will not be provided).
- Room accommodations consisting of one (1) Club Level Concierge level room (with a maximum of four (4) persons per room) for four (4) nights at a Disney Deluxe Resort hotel at the *Walt Disney World*® Resort selected by Sponsor in its sole discretion; based on availability.
- Up to four (4) 4-Day Theme Park Tickets with *Park Hopper*® Option.
- One (1) Disney Gift Card with a value of \$1,000.00. Subject to restrictions at <https://www.disneygiftcard.com/terms/us>.

- One (1) Theme Park VIP Tour Guide for up to ten (10) consecutive hours for winner and guests on one (1) day during the Vacation (guide, services and hours to be determined by Sponsor).

The approximate retail value (“ARV”) of the Prize is US \$14,823.28. The actual value of the Prize may vary depending on a number of factors, including point of departure, date, times of travel, and fluctuations of rates and airfares (if applicable) at the time of travel booking, and the number of travelers. Therefore, the actual value of the Prize awarded may be lower or higher at the time it is fulfilled. If the actual value of the Prize is less than stated ARV, the difference will not be awarded. The winner will not receive compensation for any element(s) of the Prize that winner is unable to use for any reason, and such unused portion(s) of the Prize will be forfeited.

Travel for the Vacation must be booked at least forty-five (45) days prior to the intended travel dates and travel must occur between March 15, 2024 and January 31, 2025. If travel is not completed before January 31, 2025, the prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Sponsor’s sole discretion. Block-out dates may apply. Vacation dates and accommodations are subject to availability; certain restrictions and block-out dates may apply. Sponsor reserves the right to change the allowable travel dates, or any other component of the Vacation, for any reason and in its sole discretion. No substitution of Vacation or any elements thereof is allowed, except at Sponsor’s sole discretion. Prize details are subject to change, availability and cancellation without notice.

Vacation components may not be sold, traded, transferred, or refunded. Vacation is not redeemable for cash. Vacation is non-commissionable. Vacation is for the winner and up to three (3) guest(s) of the winner’s choosing. Once selected by the winner, guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. If the winner chooses to bring less than the allotted number of guests, the Vacation will be awarded in increments suitable for the actual number of participants with no substitute Vacation or compensation provided to the winner.

If Vacation includes airfare, the winner and guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport (with possible layovers). Sponsor will determine airline and flight itinerary in its sole discretion. Airline carrier’s regulations and conditions apply to air travel. Airline tickets are nonrefundable, non-transferable, and are not eligible for upgrades. No refund or compensation will be made in the event of the cancellation or delay of any flight (as applicable).

If Vacation includes hotel stay, photo identification and credit card in good standing or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the prize).

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. Certain parks, hotels, restaurants and other offerings may be modified or unavailable, limited in capacity, and subject to limited availability or closure. 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

(<https://disneyworld.disney.go.com/experience-updates/park-reservations/>) AND valid admission are required for the same theme park on the same date for each person in the Group ages 3 and up. 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. Learn more at <https://disneyworld.disney.go.com/guest-services/park-hopper/>.

Sweepstakes Parties are not liable, including for any costs or expenses, if any component of the Vacation is delayed, postponed or cancelled for any reason and winner will not be reimbursed, and no substitution will be provided except as in Sponsor's sole discretion. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. Theme park tickets, vouchers and gift cards (including Disney Gift Cards) are non-transferable. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen ticket, voucher or gift card that is undeliverable or does not reach the winner because of an incorrect or changed address. Winner will be contacted regarding prize fulfillment approximately four (4) to six (6) weeks after the Sweepstakes has ended.

The winner and each guest will be required to execute a liability/publicity release and waiver form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation or any related activity or travel.

In the event the winner and/or guest(s) engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to the health and safety protocols at *Walt Disney World*® Resort, rules or policies in effect at the time of the Vacation, Sponsor reserves the right to terminate the Vacation or other applicable experience early, in whole or in part, and send the winner and/or guest(s) home with no further compensation. The winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group.

Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (21). The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Vacation.

Prize is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by the Sweepstakes Parties. Vacation fulfillment is subject to restrictions. In the event that Sponsor is unable to provide the winner with the Prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value.

The value of the prize will be reported for tax purposes as required by law. All applicable U.S. federal, provincial, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, VAT, GST, PST, HST) and, where legal, import Customs and excise duties and fees, as applicable on or connected with claiming the Prize, the shipment of any Prize element, as applicable, and the reporting consequences thereof, and any other expenses not specifically included in a Prize description are the sole

responsibility of the winner. The winner will receive an IRS Form 1099-MISC reflecting the total fair market value of the Prize. Non-residents of California are subject to the California withholding tax of 7% of the total fair market Prize value, when applicable. Winner may be required to provide to Sponsor an amount to cover the balance of all applicable withholding taxes at the normal rates required by law (notwithstanding any tax treaties that may provide for lower rates of tax withholding, including exemption from withholding with the satisfaction of qualification requirements) prior to being awarded the Prize, and failure to do so will result in disqualification.

- 8. GENERAL:** Subject to applicable law, winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and winning entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent

to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

10. **WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prize, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prize from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
11. **RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**Released Parties**") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any

typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to

attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://disneyprivacycenter.com>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNER LIST:** To receive the name of the winner, send a #10 self-addressed, stamped envelope for receipt by March 2, 2024 to: DISNEY+ PERKS SWEEPSTAKES Magical Vacation - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Disney Worldwide Services, Inc., dba D23 Worldwide, 500 S. Buena Vista Street, Burbank, CA 91521-8440. Reference to third parties in connection with prize and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.

DISNEY+ PERKS SWEEPSTAKES Magical Vacation - Abbreviated Rules

Please use the following short-form official rules disclosures for all advertising and marketing of the promotion (other than for specific channels outlined below):

Website Footer

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the 50 United States (D.C.), 18 years of age and older who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Void where prohibited by law. Sweepstakes begins at 6:00 am PT on 12/15/23 and ends at 5:00 pm PT on 12/28/23. Subject to full Official Rules including prize and odds, click [here](#). Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide, 500 S. Buena Vista Street, Burbank, CA 91521-8440.

Email Footer/Print

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the 50 United States (D.C.), 18 years of age and older who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Void where prohibited by law. Sweepstakes begins at 6:00 am PT on 12/15/23 and ends at 5:00 pm PT on 12/28/23. Subject to full Official Rules including prize and odds, available at <https://d23.com/disneyplussweepstakesrules>. Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide, 500 S. Buena Vista Street, Burbank, CA 91521-8440.

Social Posts (not including Twitter or Instagram)

NO PURCHASE NECESSARY. Void where prohibited. Open only to legal residents of the 50 U.S./D.C., 18+ who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Entry period ends at 5:00 pm PT on 12/28/23. Subject to full Official Rules: <https://d23.com/disneyplussweepstakesrules>. Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide.

Social Posts for Instagram only

NO PURCHASE NECESSARY. Open only to legal residents of the 50 U.S./D.C., 18+ who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Void where prohibited. Entry period ends at 5:00 pm PT on 12/28/23. Subject to full Official Rules including prize and odds: see link in bio. Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide.

Social Posts for Twitter only

Subj2Rules and eligibility requirements: <https://d23.com/disneyplussweepstakesrules>.

If space permits in the Twitter post, add

NoPurcNec.VoidWhereProhib.

If the disclosures can be included on an image that will be posted along with the Twitter call-to-action (instead of including the disclosures in the written Twitter post), add the following disclosures on the image:

NO PURCHASE NECESSARY. Open only to legal residents of the 50 U.S./D.C., 18+ who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23

member. Becoming a D23 General Member is free. Void where prohibited by law. Entry period ends at 5:00 pm PT on 12/28/23. Subject to full Official Rules including prize and odds: <https://d23.com/disneyplussweepstakesrules>. Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide.

TV and Radio

NO PURCHASE NECESSARY TO ENTER OR WIN. Open only to legal residents of the 50 United States or D.C. who are 18 years of age or older who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Void where prohibited by law. Sweepstakes begins at 6:00 am PT on 12/15/23 and ends at 5:00 pm PT on 12/28/23. To enter or for the Official Rules including prize and odds, visit <https://d23.com/disneyplussweepstakesrules>. Sponsor: Disney Worldwide Services, Inc., dba D23 Worldwide.

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NO PURCHASE NECESSARY. 50 US/DC 18+ who are a current, active Disney+ subscriber as of December 14, 2023 and a current D23 member. Becoming a D23 General Member is free. Ends at 5:00 pm PT on 12/28/23. To enter and for Official Rules including prize and odds, visit <https://d23.com/disneyplussweepstakesrules>.