D23 MOVIE FAN SWEEPSTAKES - AVATAR: FIRE & ASH OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND 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 **D23 MOVIE FAN SWEEPSTAKES – AVATAR: FIRE & ASH** ("**Sweepstakes**") is open only to individuals who are legal residents of California, who are at least eighteen (18) years of age or older as of time/date of entry. **Verified Winner will receive the Prize, but travel and accommodations to attend the Los Angeles Premiere of *Avatar: Fire & Ash* on December 1, 2025 will not be provided (see details in Section 7 below).** Employees, officers and directors of Disney Worldwide Services, Inc., dba D23 Worldwide ("**Sponsor**"), 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. **ENTRY PERIOD:** This Sweepstakes begins with Sponsor's Sweepstakes announcement post on Sponsor's official D23 account on Instagram (@DisneyD23) ("**Sponsor's Account**") **on or about 11:00 am PT on November 21, 2025 and ends at 11:59 pm PT on November 23, 2025** ("**Entry Period**"). Sponsor may post one (1) or more subsequent Sweepstakes reminder posts to Sponsor's Account (each, a "**Sweepstakes Announcement**") during the Entry Period. For purposes of these Rules, all times and days are Pacific Time. Sponsor's computer shall be the

official clock for all matters related to this Sweepstakes. The Sweepstakes will consist of one (1) drawing.

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.

3. **HOW TO ENTER:**
To participate in this Sweepstakes, you must have an active Instagram account ("**Account**") in good standing. If you do not have an Account, download the Instagram app from the Apple App Store or Google Play onto a compatible mobile device or visit https://www.instagram.com/ and create an Account according to the instructions provided. Creating an Account is free. You must accept the Instagram Terms at https://help.instagram.com/581066165581870 to create an Account and you must be logged in to your Account in order to enter this Sweepstakes.

Once you have logged in to your Account you may enter this Sweepstakes by following Sponsor's official Account on Instagram (@DisneyD23) and commenting on the Sponsor's post announcing the sweepstakes. The comment must include the hashtag "#D23Sweepstakes" ("Required Post Elements"). A comment on the Sponsor's Sweepstakes Announcement that contains the Required Post Elements will count as one (1) entry into this Sweepstakes (individually, an "Entry" and collectively, "Entries").

If your Account is private or posted content is otherwise inaccessible to Sponsor, your comment with the Required Post Element may not result in a valid Sweepstakes Entry. All incomplete, misspelled, incorrect or non-conforming Entries as may be required will be disqualified.
BY COMMENTING ON THE SPONSOR'S SWEEPSTAKES ANNOUNCEMENT WITH THE REQUIRED POST ELEMENTS, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO THESE RULES AS WELL AS SPONSOR'S TERMS OF USE (LOCATED AT HTTPS://WWW.DISNEYTERMSOFUSE.COM/) ("SPONSOR'S TERMS OF USE"). DO NOT COMMENT ON THE SPONSOR'S SWEEPSTAKES ANNOUNCEMENT WITH THE REQUIRED POST ELEMENTS WITHOUT FIRST REVIEWING THESE RULES AND SPONSOR'S TERMS OF USE.

Use of the Instagram app requires a compatible mobile device. Message and data rates imposed by your mobile service provider may apply. Use of Instagram requires internet access. Normal internet access and usage charges imposed by your internet service provider may apply. Subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations.

4. **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.

In addition to the foregoing requirements, Entries may not contain, and Sponsor, in its sole discretion, may disqualify any Entry that: (i) is sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) is obscene or offensive, or endorses any form of hate or hate group; (iv) defames, misrepresents or contains disparaging remarks about Sponsor, or other products, people or companies; (v) contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertises or promotes any brand or product of any kind, without permission, or contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (vii) contains materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (viii) communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or (ix) is in violation of any law or regulation. Entries that do not meet the requirements and specifications listed above and that are otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Rules, may be disqualified, as determined by Sponsor in its sole discretion. Once an Entry is submitted, it cannot be modified.

5. LIMITATIONS: Limit one (1) Entry 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 the 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, or other connections; telephone or internet 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; 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. Released Parties are not responsible for any changes or unavailability of the Instagram app, platform, or functionalities that may interfere with this Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for this Sweepstakes as set forth herein) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Instagram direct message, in which case Sponsor, in its sole discretion, may modify or terminate this Sweepstakes.

6. **SWEEPSTAKES DRAWING:** There will be one (1) potential winner selected in this Sweepstakes, via a random drawing on or about November 24, 2025, from among all eligible entries received in accordance with these Official Rules. Limit one (1) Prize per person.

7. **ODDS:** Odds of winning the Prize depend on the total number of eligible entries received during the Promotion Period.

8. **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 ("**Notification**"). In order to be declared a Winner (defined below), you must meet the eligibility requirements in Section 1 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 Member account is registered.

   Failure to respond to Sponsor within one (1) day 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 pack will be awarded, provided it is validly claimed within three (3) days of verifying eligibility, after which Sponsor will make reasonable efforts to select an alternate Winner, time permitting, up to three (3) alternates, after which the prize will remain un-awarded. Potential Winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, a submit a declaration of eligibility/release of liability/prize acceptance agreement ("**Declaration**"). Potential winner becomes a "**Winner**" only after verification of eligibility by Sponsor.

   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 one (1) day 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.

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.

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 winners of the advertised prizes 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.

In connection with a confirmed Winner's receipt of a prize, such Winner will be invited to share photos and/or comments about the prize ("**Winner Content**") on Facebook, Instagram, Twitter, TikTok and/or YouTube using #DisneyD23Sweepstakes. Such Winner Content must not contain video or music and must include the following exact phrase: "I won a prize from D23." By sharing the Winner Content on Facebook, Instagram, Twitter, TikTok, and/or YouTube using #D23Sweepstakes, Winner affirms that the Winner Content does not infringe the rights of third parties, Winner agrees to Disney's Terms of Use located at http://disneytermsofuse.com, and Winner acknowledges that the Winner Content, Winner's name, and applicable social media account name may be used, in whole or in part, by Disney Worldwide Services, Inc., its parent, affiliated, and subsidiary companies, and their respective successors and assigns (collectively, "**Disney**") for any purpose whatsoever in all known and hereafter existing media throughout the universe in perpetuity. Further, Winner understands that the Winner Content may be edited for length, content, and clarity in connection with any use by Disney.

9. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** One (1) winner will receive (2) two tickets to the Los Angeles Premiere of *Avatar: Fire & Ash* on December 1, 2025. There is no approximate retail value applicable to the premiere tickets.

   Prize Conditions: Travel, transportation, parking, lodging, meals, and any and all other cost or expenses not expressly set forth in these Official Rules are not included in the Prize. Elements of the prize pack will be determined at the sole discretion of Sponsor. Winner is not entitled to exchange or transfer the prize pack 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 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.

10. **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, 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.

11. **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.

12. **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.

13. **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, use, enjoyment, or misuse of the prize awarded, including any travel associated with the prize awarded, (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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **WINNER LIST:** For the names of the Winners, email D23FanClub@Disney.com and put "**D23 MOVIE FAN SWEEPSTAKES – AVATAR: FIRE & ASH– Winner List**" in the subject line. All such requests must be received within sixty (60) days following the close of the Promotion Period.

19. **SPONSOR:** Disney Worldwide Services, Inc., dba D23 Worldwide, 500 S. Buena Vista Street, Burbank, CA 91521-8440. Reference to third parties in connection with prizes 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.

This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Instagram or Meta Platforms, Inc. You understand that you are providing your contact information to claim a prize you may win to Sponsor and not to Meta Platforms, Inc.