#### **D23 FANTASTIC FOUR FAN SWEEPSTAKES**

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

2. ELIGIBILITY: The D23 FANTASTIC FOUR FAN SWEEPSTAKES ("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 current, active D23 members ("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") and any company responsible for fulfilling the Prizes (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.

**3. TIMING:** The Sweepstakes begins at 9:00 a.m. Pacific Time ("PT") on July 14, 2025, and ends at 8:59 p.m. PT on July 24, 2025 (the "Promotion Period"). The designated computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.

4. HOW TO ENTER: During the Promotion Period, if you are eligible as set forth in Section 1 above, visit https://d23.com/entry/fantastic-four-sweepstakes-2025/ ("Website") and complete and submit an official entry form according to the instructions on the Website. Upon submission of the official entry form, 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 per day 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 thirdparty liability or obligations.

**5. WINNER SELECTION:** There will be a total of four (4) Winners in this Sweepstakes who will be randomly selected from among all eligible Entries received during the applicable Entry Period by the Sponsor on or about July 25, 2025. The decisions of the Sponsor shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

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

7. LIMITATIONS: Limit one (1) Entry per person per day, 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.

**7. PRIZES**: Four (4) winners will each receive two (2) \$20 Fandango Promo codes, each good towards a movie ticket to see *Fantastic Four: First Steps* in theaters, one (1) Fantastic Four Cap, One (1) Fantastic Four Storage Tin, one (1) Fantastic Four Backpack, and one (1) Fantastic Four Button Badges Pack. Approximate retail value ("**ARV**") for each Prize is Sixty Dollars and Three Cents (\$60.03). Total ARV of all Prizes being awarded: Two Hundred Forty Dollars and Twelve Cents (\$240.12).

**Prize Conditions:** 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.

Each Fandango Promotional Code ("Code") is good towards the purchase of one movie ticket (up to \$20 total ticket price and associated fees and charges) to see any movie at Fandango partner theaters in the US. Code must be entered at checkout. Code is void, and can no longer be used, if not redeemed by 12/31/2026. Only valid for purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. One-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's associated fees and charges included is more than maximum value of the Code, then user must pay the difference. Any price difference between movie tickets. Fandango Loyalty Solutions, LLC is not a sponsor or co-sponsor of this sweepstakes. The redemption of the Code is subject to Fandango's Terms and Policies at <u>www.fandango.com/terms-and-policies</u> FANDANGO is a registered trademark of FandangoMedia, LLC. / FANDANGO and the Fandango Logo are registered trademarks of Fandango Media, LLC.

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.

8. WINNER NOTIFICATION: Sponsor will send a direct message to each potential winner within approximately twenty-four (24) hours of drawing ("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 as specified (e.g., via direct message response or 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 phone number) within one (1) day of the time Sponsor sent you the Notification. 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 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 prizes will be awarded, provided by they are validly claimed within one (1) day of verifying eligibility, after which Sponsor will make reasonable efforts to

select an alternate Winner, time permitting. Sponsor is not responsible for changes to the Instagram app, direct message feature, the Instagram post function or email or telephone functionality issues that may interfere with winner Notification. Potential winners may be required to sign and return to Sponsor, within one (1) day of the date Notification is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

At the sole discretion of Sponsor, disqualification, prize forfeiture and the selection of an alternate winner 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 Notification attempt; **[b]** the return of any Notification or prize as undeliverable; **[c]** potential winner's failure to provide Sponsor with satisfactory proof of identity and eligibility; **[d]** potential winner's failure to validly claim a prize by the Prize Claim Deadline; **[e]** potential winner's failure to make their Account public and viewable by Sponsor as described above; and **[f]** any other non-compliance with these Rules. In the event of a prize forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

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, X, TikTok and/or YouTube using #D23FanClubSweepstakes . 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, X, TikTok, and/or YouTube using #D23FanClubSweepstakes, Winner affirms that the Winner Content does not infringe the rights of third parties, Winner agrees to Disney's Terms of Use located at <a href="http://disneytermsofuse.com">http://disneytermsofuse.com</a>, 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.

**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 and 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 and Meta Platforms, Inc. 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 a prize, 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, acts or regulations by Meta Platforms, Inc., 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 winner(s) 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 distribution of the prizes; [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, the Instagram platform or Sponsor's Account; (2) violating these Rules; (3) violating the terms of service, 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 Instagram platform 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); [I] any portion of a prize not accepted or used by any winner will be forfeited; [m] Released Parties are not responsible for any inability of a winner to accept or use a prize for any reason (or any portion thereof); [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, and, if that should occur, that element of a 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 include 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 <a href="https://privacy.thewaltdisneycompany.com/en/">https://privacy.thewaltdisneycompany.com/en/</a> ("Privacy Policy").

**13. WINNERS LIST**: For the name of the winners, email to <u>Corp.D23Events@Disney.com</u> referencing D23 Fantastic Four Fan Sweepstakes - Winners List. All such requests must be received within sixty (60) days following the close of the Entry Period.