

D23 TUNE-IN TO TERROR: A HOLLYWOOD HALLOWEEN SWEEPSTAKES

OFFICIAL RULES

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

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES ("RULES").

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

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

3. ENTRY 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 9:00 am PT on October 16, 2024 and ends at 11:59 pm PT on October 22, 2024 ("**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 three (3) drawings (each a "**Drawing**" and collectively referred to as "**Drawings**").

4. 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" and you must tag (1) Instagram friend in your comment in the following format: "@username" (collectively, "**Required**

Post Elements”). The tagged account cannot be the Sponsor’s account nor the commenter’s account. Please acquire permission from the additional account before tagging them in your Entry. 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/](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.

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

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.

6. LIMITATIONS: Limit one (1) Entry per 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.

7. PRIZES: Three (3) winners will each receive two (2) Regular tickets to the D23 and Disney+ Event titled: D23 Tune-In to Terror: A Hollywood Halloween, taking place in Los Angeles, CA on Saturday, October 26 (the "**Prize(s)**"). Approximate retail value ("**ARV**") for each Prize is Three Hundred Seventy-Two Dollars (\$372.00). Total ARV of all Prizes being awarded: One Thousand One Hundred Sixteen Dollars (\$1,116.00). **Prizes do not include travel or accommodations.** Any and all expenses associated with redeeming a prize are not included and are solely each Winner's responsibility. Any unused tickets will be void and no additional compensation will be awarded. Prize is not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater

value may be substituted. Any difference between ARV and actual value will not be awarded. All applicable taxes are solely the responsibility of each winner. Prizes will be awarded provided a sufficient number of eligible Entries are received and Prizes are validly claimed no more than one (1) day after verifying eligibility after which no alternate winner will be selected and no unclaimed Prizes awarded.

8. WINNER SELECTION: There will be a total of three (3) 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 October 23, 2024. The decisions of the Sponsor shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

9. 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 <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.

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); **[l]** 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 <https://privacy.thewaltdisneycompany.com/en/> (“Privacy Policy”).

13. WINNERS LIST: For the name of the winners, email to Corp.D23Events@Disney.com referencing D23 Tune-In to Terror: A Hollywood Halloween Sweepstakes - Winners List. All such requests must be received within sixty (60) days following the close of the Entry Period.

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.